

Before the
FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

Eureka Telecom, L.L.C.)
)
Petition for a Certificate of)
Authority to Provide Alternative)
Local Exchange Service)
Within the State of Florida)

Docket No. 001200-TX

**PETITION FOR CERTIFICATION TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE**

David Ellen
Vice President and General Counsel
Eureka Broadband Corporation
270 Madison Avenue, 6th Floor
New York, NY 10016
Telephone: (646) 935-2500
Facsimile: (646) 935-2509

Chérie R. Kiser
Mintz, Levin, Cohn, Ferris, Glovsky
and Popeo P.C.
701 Pennsylvania Avenue, N.W.
Suite 900
Washington, D.C. 20004
Telephone: (202) 434-7300
Facsimile: (202) 434-7400

Counsel for Eureka Telecom, L.L.C.

DOCUMENT NUMBER-DATE

10336 AUG 23 8

FPSC RECORDS REPORTING

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

Original certificate (new company)

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

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

(2) Name of Company

Eureka Telecom, L.L.C. ("Eureka")

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

Eureka Telecom, L.L.C.

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

Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

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

800 West Cypress Creek Road
Suite 410
Ft. Lauderdale, FL 33309

(6) Structure of organization:

Individual

Foreign Corporation

General Partnership

Other Limited Liability Company

Corporation

Foreign Partnership

Limited Partnership

(7) **If individual**, provide:

Name:

Title:

Address:

City/State/Zip:

Telephone No.:

Fax No.:

Internet E-Mail Address:

Internet Website Address:

Applicant is not an individual.

(8) **If incorporated in Florida**, provide proof of authority to operate in Florida:

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

Applicant is not incorporated in Florida.

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

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

M00000001313

(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:

Applicant will not be using a fictitious name.

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

(a) The Florida Secretary of State registration number:

Applicant is not a limited liability partnership.

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

Name:

Title:

Address:

City/State/Zip:

Telephone No.

Fax No.:

Internet E-Mail Address:

Internet Website Address:

Applicant is not a partnership.

- (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:

Applicant is not a foreign limited partnership.

- (14) **Provide F.E.I. Number:**

52-2247045

- (15) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.

No.

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

None.

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

(a) The application:

Chérie R. Kiser
Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.
701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Telephone: (202) 434-7300
Facsimile: (202) 434-7400
E-Mail: Crkiser@mintz.com
Website: www.mintz.com

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

David Ellen
Vice President and General Counsel
Eureka Broadband Corporation
270 Madison Avenue, 6th Floor
New York, New York 10016
Telephone: (646) 935-2500
Facsimile: (646) 935-2509
E-Mail: David.Ellen@eurekabroadband.com
Website: www.eurekabroadband.com

(c) Complaints/Inquiries from customers:

Liza Novobilski
Customer Care Representative
270 Madison Avenue, 6th Floor
New York, NY 10016
Telephone: (800) 562-4206
Facsimile: (646) 935-2509
E-Mail: liza.novobilski@eurekabroadband.com
Website: www.eurekabroadband.com

(17) List the states in which the applicant:

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

Eureka Telecom, L.L.C. (“Eureka”) is a wholly-owned subsidiary of Eureka Broadband Corporation (“Eureka Broadband”), a privately held Delaware Corporation. Eureka is not currently providing alternative local exchange services to customers in any state.

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

Eureka has applications pending to provide local and intrastate telecommunications services in California and New York.

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

See response (a) above.

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

Neither Eureka nor Eureka Broadband have been denied authority to operate as an alternative local exchange company in any state.

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

Neither Eureka nor Eureka Broadband have ever had any regulatory penalties imposed.

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

Neither Eureka nor Eureka Broadband have been involved in civil court proceedings with any interexchange carrier.

(18) Submit the following:

A. Financial capability.

SEE ATTACHMENT A.

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 be so stated.

The unaudited financial statements should be signed by the applicants' 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 capacity 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: gives resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

SEE ATTACHMENT B

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

SEE ATTACHMENT B

APPLICANT ACKNOWLEDGMENT STATEMENT

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

UTILITY OFFICIAL:

David Ell
Signature

8/8/00
Date

Vice President and General Counsel
Title

(646) 935-2500
Telephone No.

Address: 270 Madison Avenue, 6th Floor
New York, NY 10016

(646) 935-2509
Fax No.

(NOT APPLICABLE)

****APPENDIX B****

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____,

(Title) _____ of (Name of Company)

_____ and current holder of Florida Public Service Commission Certificate Number # _____

_____, have reviewed this application and join in the petitioner's request for a:

() sale

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address: _____

Fax No.

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

1. **POP:** Addresses where located, and indicate if owned or leased. **

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

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

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

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

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

** Eureka seeks authority to provide facilities-based and resold local exchange, exchange access and interexchange voice and data services (including intraLATA and interLATA toll) throughout the State of Florida. Eureka intends to resell local exchange and interexchange services and/or lease facilities of other carriers in those areas where market conditions do not yet warrant construction of Eureka's own facilities.

Eureka has not yet identified what telecommunications services or facilities it will resell and/or lease from other carriers. Eureka has also not identified the specific date on which it will commence construction of facilities there, determined the precise route of its facilities, or otherwise formalized its construction plan.

Eureka anticipates its service offerings will include, but not be limited to, a full range of voice and data services: facilities-based and resold multi-line and single-line local exchange services, analog and digital private branch exchange trunks, analog and digital Centrex services, switched and special access services (including point-to-point data transmission circuits), and interLATA and intraLATA toll services.

To the extent Eureka provides dial tone to access lines, it will provide all customers with access to 911/E911 emergency services in accordance with applicable law and will cooperate with the incumbent Local Exchange Carriers to arrange for the necessary interconnections to enable the completion of these calls.

Service to end users will be accomplished by means of connection from Eureka's network to the end user's premises where such connections exist or can be timely and economically constructed, and through the resale of local exchange and interexchange services and leasing of other carriers' facilities.

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:

David Ell
Signature

8/8/00
Date

Vice President and General Counsel
Title

(646) 935-2500
Telephone No.

Address: 270 Madison Avenue, 6th Floor
New York, NY 10016

(646) 935-2509
Fax No.

ATTACHMENT A

FINANCIAL CAPABILITY

Eureka Telecom, L.L.C. (“Eureka”) is financially qualified to provide facilities-based and resold alternative local exchange services in Florida. Because Applicant is a newly formed company, however, it has no financial statements. Attached are the most recent financial statements for Eureka’s parent corporation, Eureka Broadband. Eureka has submitted a Motion concurrently with this Application seeking confidential treatment of this highly proprietary and competitively sensitive information. These exhibits are being offered to demonstrate Eureka’s financial ability to provide the proposed services. With the resources of Eureka Broadband, Eureka possesses the sound financial support necessary to effectively procure, install and operate the facilities and services requested in this Application.

CONFIDENTIAL

AFFIDAVIT

State of New York)
County New York)

I, the undersigned Chief Financial Officer of Eureka Broadband Corporation on my oath do say that the foregoing financial statements have been prepared, under my direction, from the original books, papers and records of the petitioner, that I have carefully examined the same, and declare the same to be a complete and correct statement of the business and affairs of the above named petitioner in respect to each and every matter and thing therein set forth, and I further say that the accounts and figures contained in the foregoing documents embrace all of the financial operations of the petitioner during the period for which said documents are made to the best of my knowledge, information and belief.

Christina Armi
Chief Financial Officer

Subscribed and sworn to before me
this 17th day of August, 2000.

Milagros Huerta
Notary Public

Identification Number:

MILAGROS HUERTA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4829400
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES
JANUARY 31, 2002

AFFIDAVIT

Commonwealth
State of : *Pennsylvania*)
County : *Montgomery*)

I, the undersigned Chief Executive Officer of Eureka Broadband Corporation, on my oath do say that the foregoing financial statements have been prepared, under my direction, from the original books, papers and records of the petitioner, that I have carefully examined the same, and declare the same to be a complete and correct statement of the business and affairs of the above named petitioner in respect to each and every matter and thing therein set forth, and I further say that the accounts and figures contained in the foregoing documents embrace all of the financial operations of the petitioner during the period for which said documents are made to the best of my knowledge, information and belief.



Chief Executive Officer

Subscribed and sworn to before me
this *21st* day of August, 2000.



Notary Public

Identification Number:

Notarial Seal
Donna Lee Zuccarini, Notary Public
Whitemarsh Twp., Montgomery County
My Commission Expires March 12, 2001
Member, Pennsylvania Association of Notaries

ATTACHMENT B

MANAGERIAL AND TECHNICAL QUALIFICATIONS

Eureka has the managerial and technical qualifications necessary to provide the proposed services in the State of Florida. Eureka Broadband will contribute its operational expertise to the management and operation of Eureka's network. The managerial staff of Eureka and Eureka Broadband possess extensive knowledge of network management and operations, design and development of telecommunications infrastructure.

Attached are the biographies of some of the officers and principals of Eureka and Eureka Broadband. These biographies demonstrate that Eureka possesses the necessary management and technical expertise to operate a telecommunications corporation, as required by the Commission's Rules.

Jeffrey E. Ginsberg, Chairman and Chief Executive Officer

Mr. Ginsberg has enjoyed a successful career as an entrepreneur in both the real estate and telecommunications industries. He is responsible for the overall management of the Company. His primary area of focus is on corporate development including landlord relationships, capital raising, mergers and acquisitions and strategic operating relationships.

Prior to joining the Company in June 1999, Mr. Ginsberg was Chairman and co-founder of Apex Site Management, which grew from its inception in 1995 to become the leading real estate telecommunications site management firm in the country, with more than 15,000 properties under exclusive management. Mr. Ginsberg is recognized as an industry leader in the real estate/telecommunications sector, as Apex completed more than 3,000 access agreements on its managed portfolio with ISPs, CLECs, and other service providers during his tenure. In November 1999, Apex was sold to Spectrasite Holdings (NNM: SITE), a US builder and operator of wireless communications towers.

Mr. Ginsberg is also the co-founder of Horizon Cellular Group, which grew from a start-up in 1991 to become one of the 20 largest cellular system operators in the country until its sale for \$575 million. At Horizon, Mr. Ginsberg focused on finance and mergers and acquisitions. Prior to co-founding Horizon, Mr. Ginsberg spent time in merchant banking investing in telecommunications companies as well as in investment banking.

He received a B.S. in Finance and Accounting from The Wharton School of the University of Pennsylvania in 1986.

Robert W. Vanech, President and Co-Founder

Mr. Vanech is a co-founder of Eureka Broadband. As President, he is responsible for the day-to-day management of the organization and is the driving force behind the Company's strategic vision. His primary areas of focus are sales, marketing and customer care organizations, as well as the development of the Company's web portal and ASP initiatives.

Prior to co-founding the Company, Mr. Vanech enjoyed a successful eight-year career at MCI Communications, where he achieved national recognition in a steady progression of key sales and management positions.

More recently, Mr. Vanech managed MCI's Investment Program in New York City, where his organization was responsible for finding start-up technology companies and winning Fortune 500 accounts that did not utilize the services of MCI. Through this experience, Mr. Vanech has developed strong relationships in New York's high-tech business community and acquired an understanding of the trends, needs, and opportunities affecting that marketplace. Before being placed in charge of the New York Investment Program, Mr. Vanech consistently ranked among MCI's best sales performers nationally.

Christopher W. Simmons, Chief Financial Officer and Co-Founder

Mr. Simmons is responsible for the finance, accounting, human resources and procurement functions at the Company.

He began his career at the accounting firm of Deloitte Haskins & Sells (now Deloitte & Touche) where he was trained as an entrepreneurial business specialist and received his designation as Certified Public Accountant.

Prior to founding Eureka with Robert Vanech in 1998, Mr. Simmons held the position of Director of Information Systems at GEC-Marconi Electronic Systems Corporation, a \$200 million avionics equipment manufacturer, where he managed an organization of 40 persons with responsibility for the company's 1400-node data network and 1200-node voice network. Prior to that, he was Director of Financial Planning at GEC-Marconi, where he helped engineer a restructuring of the business that returned it to strong profitability and brought about a \$70 million improvement in annual cash flow.

His telecommunications industry experience includes serving as Manager of Accounting at Technicom International, Inc., a publicly-traded distributor of telephone equipment, as Manager of Financial Planning at TIE/Communications, Inc., where he helped manage the company's growth from \$250 million to \$500 million in sales, and as Senior Analyst at the Plessey Company, the U.K.'s largest manufacturer of telephone switching equipment.

Donald Martin, Chief Operating Officer

Mr. Martin is Responsible for the overall engineering, deployment and operations tactics and strategy for Eureka Broadband's internal and external network and systems infrastructures. These infrastructures include in building networks, metropolitan area networks, backbone networks, Co-Los/POPs, the ISP platform, the ASP platform, the Network Operations Center, and the internal Operations Support Systems infrastructure.

Mr. Martin is also responsible for the development, deployment and maintenance of all internal and external (customer serving) information management systems at the Company including billing, order management, customer relationship management, order management, procurement, financials, ISP platforms and ASP platforms. He also oversees all of the Company's internal communications systems including LAN and voice communications.

Mr. Martin most recently served as Vice President, Business & Operations Support Systems at Logix Communications. There he led all IT/IS/OSS engineering, procurement, administration, and support activities, including Y2K compliance. Prior to that, for three years Mr. Martin worked with Objective Systems Integrators as a Senior Project Manager, developing product strategies and designing large-scale Operations Support Systems (OSS). Before that he was with Telcordia (formerly Bellcore) where he led consulting engagements involving business process re-engineering and OSS specification and design. Mr. Martin started his career with US West Communications,

Inc. gaining management experience in OSS deployment, NOC management, UNIX system administration and ATM networking.

Mr. Martin received his B.S. in Electrical Engineering from the University of Colorado at Denver. He also received a Certificate in Advanced Telecommunications Technology from Bell Communications Research in Morristown, NJ.

David G. Ellen, Vice President and General Counsel

As General Counsel, Mr. Ellen is responsible for all legal facets of Eureka's transactions and operations. Among other duties, he oversees contract development for the Company's alliances with real estate owners, network providers, equipment vendors, software developers, and web content and e-commerce companies; supports the Company's capital raising efforts and any merger and acquisition activity; and manages the Company's relationships with outside counsel.

Prior to joining the Company, Mr. Ellen served as senior counsel at Cablevision Systems Corporation with responsibility for a wide range of legal matters focused on Cablevision's new telephone and high-speed Internet businesses. These matters included developing company positions and strategies on key regulatory policy issues, negotiating carrier-to-carrier agreements, and handling special projects for senior executives. He was also responsible for managing the work and billings of numerous outside lawyers.

Prior to joining Cablevision, Mr. Ellen served as special counsel in the Policy Division of the FCC's Common Carrier Bureau advising on the implementation of the Telecommunications Act of 1996 and before that, as senior counsel in the FCC's Office of Plans and Policy, where he advised FCC Chairman Reed Hundt and others on communications matters. Mr. Ellen has also served as a law clerk for Judge (now Justice) Ruth Bader Ginsburg on the U.S. Court of Appeals for the D.C. Circuit, for Judge (now Justice) Stephen Breyer on the U.S. Court of Appeals for the First Circuit, and for Justice Sandra Day O'Connor on the U.S. Supreme Court.

Mr. Ellen received his law degree from Harvard Law School, where he was president of the law review.

Vahan Bachmann, Vice President - Systems Planning and Engineering

At Eureka, Mr. Bachmann is responsible for all technical systems development and is spearheading the design and deployment of a robust and low-latency ASP product for the Company's in-building clients.

Prior to joining the Company, Mr. Bachmann was a Senior Technology Consultant where he designed and implemented complex integration projects for Fortune 100 companies. During this time, he also co-authored two books, "NT Enterprise Network Design" (SYBEX, 1997) and "Networking Complete" (SYBEX, 1999), which focus on NT network design and remote access utilizing Citrix's WinFrame and MetaFrame products.

Prior to consulting, Mr. Bachmann spent time at Corporate Technology, where he developed collaborative systems and Applied Research, where he developed computer architectural designs. Before Applied Research, he was with Bellcore, as a Member of Technical Staff (MTS: designation of Engineers and Scientists). Prior to Bellcore, Mr. Bachmann began his telecommunications career at Bell Laboratories ("Bell Labs") where he worked with the inventors of UNIX. While at Bell Labs, he co-developed high-speed transmitters and receivers for Cray Computers.

Mr. Bachmann, received his B.S. in Electrical Engineering from Pratt Institute in 1989, and while at Bellcore, was awarded a fellowship for graduate studies and obtained his Masters of Electrical Engineering from the University of Southern California in 1992.

Jon (JP) Laqueur, Vice President- Strategic Services

At Eureka Broadband, Mr. Laqueur is responsible for determining overall product and service strategies and partnerships. He will lead a team of seasoned Internet, Web and communications professionals in the development and rollout of Eureka's Internet Access, Software and Application Rental, Systems Integration, Web Portal and Media Distribution services. Additionally, Mr. Laqueur will oversee the execution of all strategic alliances that contribute to the development of Eureka's services and network infrastructure.

Mr. Laqueur is a nine-year veteran of the telecommunications and Internet industries. Recruited from the sales ranks in 1995 to join MCI's elite CyberTeam, Mr. Laqueur developed hands-on experience in planning, marketing and introducing new IP services, including dedicated/dial-up access, managed security platforms, turn-key intranets and web sites, and shared/dedicated hosting and e-commerce solutions.

Since 1991 JP has held a series of service, sales, business development and marketing positions at major telecom carriers (MCI, Qwest), wireless providers (MAP Mobile, PanAmSat), and IT consulting organizations (NDCGroup/Metamor Worldwide). JP served as the VP of Marketing for a Web site startup (APBNews.com) where he negotiated and managed content syndication deals with Yahoo, Snap, MSNBC and Motorola. He is also a co-founder of SeniorPath.com, a new web property targeting online senior citizens.

Sang W. Lee, Vice President-Technology

At Eureka, Mr. Lee is responsible for analysis and review of emerging new technologies for Eureka Broadband. He also develops technology solutions for Eureka incubators, Think Tanks and new development projects. He also leads analysis of technical aspects of Eureka Broadband's network-based products and services.

Prior to joining the Company, Mr. Lee was the Director of Information Technology at Rudin Management Company, where he was responsible for developing, implementing, and maintaining the technology infrastructure within the entire Rudin portfolio of commercial buildings in New York City.

Prior to assuming the role of Director Information Technology, Mr. Lee was Director Information Services at Rudin's New York Information Technology Center at 55 Broad Street, the City's most successful high-technology real estate project. In this role, he worked intensively with 55 Broad Street's tenants to exploit the capabilities of the building's advanced telecommunications infrastructure to meet their specific and demanding requirements.

In addition to his technology background, Mr. Lee has several years of hands-on experience in the New York real estate industry. This experience includes playing a key role in the marketing, leasing, and tenant move-in at 55 Broad Street, which was brought to full occupancy in record time. While at 55 Broad Street, Mr. Lee worked hard to facilitate cooperation and a sense of community among its tenants, helping establish the building's reputation as the premier address for technology companies in New York City.

Matthew McCooe, Vice President & General Manager – New York

Mr. McCooe is responsible for developing relationships with real estate partners within the New York Branch (including Connecticut and Northern New Jersey). In addition to daily management of New York Branch staff, he oversees deployment and maintenance of in-building networks

Prior to joining the Company, Mr. McCooe was a member of MCI's marketing team. In 1996, he undertook the role of Marketing Manager for MCI's start-up joint venture in Mexico, where he designed, positioned, branded and launched MCI's flagship business products, delivering over \$35 million in revenue in year one. In 1994, Mr. McCooe was the Brand Manager for Becton Dickinson, where he launched two new product lines, and tripled revenues for his division.

Mr. McCooe is a graduate of Columbia Business School where he graduated with honors.

ATTACHMENT C

CORPORATE QUALIFICATIONS



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

July 5, 2000

CT CORPORATION SYSTEM
ATTN; CAROL CLARK

Qualification documents for EUREKA TELECOM, LLC were filed on July 5, 2000, and assigned document number M00000001313. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

A limited liability company 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 limited liability company 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 Registration and Qualification Section.

Michelle Hodges
Document Specialist
Division of Corporations

Letter Number: 500A00037377

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

- 1. EUREKA TELECOM, LLC
(Name of foreign limited liability company)
- 2. DELAWARE
(Jurisdiction under the law of which foreign limited liability company is organized)
- 3. 52-2247045
(FBI number, if applicable)
- 4. APRIL 19, 2000
(Date of Organization)
- 5. PERPETUAL
(Duration: Year limited liability company will cease to exist or "perpetual")
- 6. Upon Qualification
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))
- 7. 270 MADISON AVE 6th FLOOR
NEW YORK, NY 10016
(Street address of principal office)

- 8. If limited liability company is a manager-managed company, check here
- 9. The usual business addresses of the managing members or managers are as follows:

Eureka Broadband Corporation
270 MADISON AVE 6th FL
New York NY 10016

FILED
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 00 JUL -5 PM 1:35

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: _____

Broadband Telecommunications Service Provider

David Ellen
 Signature of a member or an authorized representative of a member.
 (In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)
DAVID ELLEN
 Typed or printed name of signee

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Eureka Broadband, LLC

2. The name and the Florida street address of the registered agent and office are:

CT Corporation System

(Name)

c/o CT Corporation System, 1200 South Pine Island Road

Florida street address (P.O. Box NOT ACCEPTABLE)

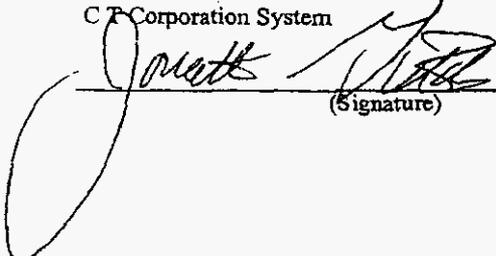
Plantation

FL 33324

City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

CT Corporation System



(Signature)

Jonathan R. Giddings
Assistant Secretary

\$ 100.00 Filing Fee for Application
\$ 25.00 Designation of Registered Agent
\$ 30.00 Certified Copy (optional)
\$ 5.00 Certificate of Status (optional)

**CERTIFICATE OF FORMATION
OF**

EUREKA TELECOM, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "Limited Liability Company") is:

Eureka Telecom, LLC

SECOND: The address of the registered office of the Limited Liability Company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, in the County of New Castle. The registered agent for service of process at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Eureka Telecom, LLC this 19th day of April, 2000.

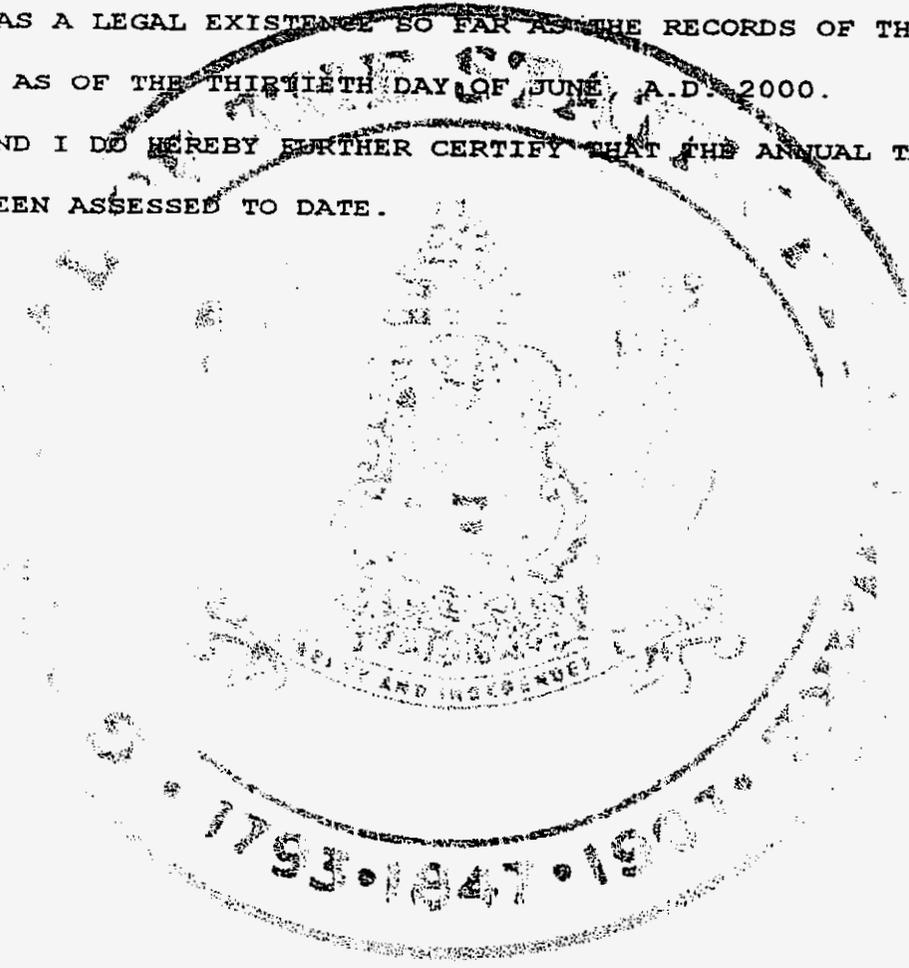


Christopher Cano, Authorized Person

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EUREKA TELECOM, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF JUNE, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



3215715 8300
001336513



Edward J. Freel
Edward J. Freel, Secretary of State

0535572
AUTHENTICATION: 06-30-00
DATE:

ATTACHMENT D

PROPOSED LOCAL EXCHANGE SERVICES PRICE LIST

LOCAL EXCHANGE SERVICES

TITLE PAGE

**FLORIDA TELECOMMUNICATIONS PRICE LIST
OF
EUREKA TELECOM, L.L.C.**

This Price List, filed with the Florida Public Service Commission,
contains the rates, terms, and conditions applicable to
Local Exchange Services within the
State of Florida offered by Eureka Telecom, L.L.C.

Issued:

Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

CHECK SHEET

Sheets 1 through 68, inclusive, of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page. (An "*" indicates a page included with the most recent filing.)

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

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LOCAL EXCHANGE SERVICES

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LOCAL EXCHANGE SERVICES

SYMBOLS

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

D - Delete or discontinue.

I - Change resulting in an increase to a customer's bill.

M - Moved from another price list location.

N - New.

R - Change resulting in a reduction to a customer's bill.

T - Change in text or regulation but no change in rate or charge.

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LOCAL EXCHANGE SERVICES

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 its price list approval process, the most current sheet number on file with the commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the 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).(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 this page if these are the only changes made to it (i.e., the format, etc. remain 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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LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this price list are defined below.

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

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

Authorized User: A person, firm corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

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

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Communication Services: The Company's local exchange switched telephone services.

Company: Eureka Telecom, L.L.C., the issuer of this tariff.

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

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

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LOCAL EXCHANGE SERVICES

SECTION 1- DEFINITIONS

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

ILEC: Incumbent Local Exchange Carrier.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Eureka and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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 Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Nonrecurring Charges: One-time charges most often associated with installation, ordering, or account establishment.

Station-to-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

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

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

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LOCAL EXCHANGE SERVICES

SECTION 1- DEFINITIONS

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 that does not conform to standards set forth in the Service Order or this tariff, 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 tariff, 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.

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.

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

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Eureka Telecom, L.L.C.**

Eureka's services offered pursuant to this Price List are furnished for Local Exchange Service among specified points within a Local Calling Area. Eureka will offer these services over its own facilities, over resold facilities, or via pure resale. Facilities-based services are offered subject to the availability of the necessary network components, and where operating conditions permit the provision of such services.

Eureka installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Price List. Eureka may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Eureka network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Eureka Telecom, L.L.C., cont.****2.1.1 Liability of the Company**

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Eureka Telecom, L.L.C., cont.

2.1.1 Liability of the Company, cont.

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use of any installation so provided.

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Eureka Telecom, L.L.C., cont.****2.1.1 Liability of the Company, cont.**

- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. 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.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, CONT.

2.2 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, CONT.**2.3 Universal Emergency Telephone Number Service (911, E911)**

- 2.3.1 This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.3.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.3.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.3.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, CONT.

2.3 Universal Emergency Telephone Number Service (911, E911), cont.

- 2.3.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Price List, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Price List, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, CONT.**2.4 Advance Payments**

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

2.5 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Eureka. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida Public Service Commission.

Eureka billing invoices will be considered correct and binding upon the Customer if no written notice is received from the Customer within thirty (30) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, CONT.**2.6 Payment for Service, cont.**

Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Florida Public Service Commission for final resolution.

2.7 Late Payment Charge

Eureka will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days.

2.8 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

Unless otherwise specified herein, if a Customer terminates services before the completion of a term plan for any reason whatsoever other than a service interruption (as defined herein), the Customer agrees to pay to the Company termination liability charges, as defined below.

- a. any unpaid Nonrecurring Charges; plus
- b. all remaining Recurring Charges for the balance of the term. Alternatively, the customer may pay remaining Recurring Charges in a lump sum, which will equal the sum of all Recurring Charges for the balance of the term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation

2.9 Refusal or Discontinuance by Company

Eureka may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 7 days written notice to comply with any rule or remedy any deficiency:

- 2.9.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.9.2 For use of telephone service for any other property or purpose than that described in the application.

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LOCAL EXCHANGE SERVICES

SECTION 2 - RULES MID REGULATIONS, CONT.**2.9 Refusal or Discontinuance by Company, cont.**

- 2.9.3 For neglect or refusal to provide reasonable access to Eureka or its agents for the purpose of inspection and maintenance of equipment owned by Eureka or its agents.
- 2.9.4 For noncompliance with or violation of Commission regulation or Eureka's rules and regulations on file with the Commission, provided seven days written notice is given before termination.
- 2.9.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.9.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Eureka's equipment or service to others.
- 2.9.7 Without notice in the event of tampering with the equipment or services owned by Eureka or its agents.
- 2.9.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Eureka may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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LOCAL EXCHANGE SERVICES

SECTION 2- RULES AND REGULATIONS, CONT.

2.9 Refusal or Discontinuance by Company, cont.

2.9.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.10 Returned Check Charges

A fee of \$25.00, or five percent of the amount of the check, may be charged for each check returned for insufficient funds.

2.11 Reconnection Charge

A reconnection fee of \$25.00 per occurrence may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

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LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE

3.1 Local Service Areas

Eureka will provide Local Exchange Service throughout the State of Florida.

Issued:

Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions

3.2.1 Timing of Calls - Usage-Sensitive Products

- 3.2.1.A Usage charges for usage-sensitive products are based on the actual usage of Eureka's network. The Company will determine that a call has been established by signal from the local telephone company.
- 3.2.1.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.
- 3.2.1.C Usage is measured and rounded to the next higher billing increment for billing purposes.
- 3.2.1.D There is no usage-based billing applied for incomplete calls.

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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.2 Eureka Business Services**

Eureka's Business Services are offered for local calling using the facilities of Eureka and/or those of other authorized Local Exchange Carriers. Eureka's Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other (CT) places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

If a Subscriber's service changes from business service to residential service, the telephone number will normally be changed. Reference of calls will not normally be provided regardless of how long existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the subscriber so desires.

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LOCAL EXCHANGE SERVICES

SECTION 3-DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.2 Eureka Business Services, cont.****3.2.2.A Resold Business Exchange Line Service**

Resold Business Exchange Line Service provides Customers with unlimited local calling at a flat monthly rate. Options available with Business Exchange Line Service include Call Waiting, Call Forwarding, Three-way Calling and Speed Dialing, as well as CLASS Features. Installation charges apply.

3.2.2.B Eureka Facilities-Based Services

Eureka will sell services for business customers provided by its own facilities, including PBX, ISDN Primary Rate Interface, Business Line, Key System Line, and Central Office Trunk services, as well as certain optional trunk-side and line-side business features.

3.2.2.C Single T Private Branch Exchange Service

POX trunks are used to connect a POX to the Eureka Switched Network. A standard configuration includes Local Central Office Trunks and one of the following dialing capabilities: Direct Inward Dialing (DID), Direct Outward Dialing (DOD) or Combination Trunks (DID and DOD DIOD). Eureka Single T POX trunks are provided over a 'F-i circuit which holds up to twenty-four (24) individual POX trunks.

Pricing for Single TPBX trunks consists of two components; a base monthly charge; plus a charge per trunk, up to twenty-four (24) trunks per T-1. Single TFBX trunks incur a non-recurring set-up charge and require a 1 year minimum contract.

Each Single T POX trunk includes the following features: one(1) directory number per trunk, number reservation for future growth, one (1) directory listing per trunk, and hunting. For an additional charge, the customer has private listing or additional listings options. DID numbers are available in blocks of twenty (20) for an additional charge.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.2 Eureka Business Services, cont.

3.2.2.D Primary Rate Interface Service - Grandfathered

Primary Rate Interface (PRI) is an ISDN based end-to-end digital circuit that provides 23 64Kbps B and 1 64Kbps D channel over a T1 at a transmission speed of 1.544 Mbps.

Customers purchase PRI in a 23B+D channel configuration for a fixed monthly fee. Additional costs are incurred for DID numbers, additional listings, and non-published numbers. A one time set-up fee also applies. A one year contract is required and service is subject to additional charges in areas without Eureka facilities.

PRI Service is available under two distinct pricing plans, with the appropriate plan determined by the Company based on the Customer's usage profile. The plan designated as "PRI-Data" is generally used to provide access to the internet or other services where call holding times typically exceed the average holding time for voice calls of three to five minutes. Generally these are calls (connections) made to information or information access providers where there are very long holding times or connections are made on a permanent basis. All other Customers will be priced under the plan designated as "Single T PRI-Basic," found in Section 3.2.2.H

PRI-Data Services are a specific set of services which provide one way inbound call types of Data, Voice, & 3.1KC connectivity between Eureka's DMS-500 and the Customer's premises. PRI-Data Services are provided as 23B (or greater)+D arrangements only. Outbound calling arrangements may not be available in all serving areas.

Various non-regulated services are offered with Eureka's PRI service. These services may involve additional charges.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.2 Eureka Business Services, cont.****3.2.2.E Virtual IntraLATA Foreign Exchange (VIFX) Service**

Virtual IntraLATA Foreign Exchange Service (VIFX) establishes a virtual local presence, on an inbound basis, in a foreign exchange. VWX operates in the terminating direction only. The Company assigns the Customer a foreign exchange number to which calls are made. This service will be offered per T-1 arrangement.

The Company offers VIFX only through the switching and transport facilities of the Eureka Network. Service is available only where the Company has such facilities and where operating conditions permit the Service to be offered.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.2 Eureka Business Services, cont.****3.2.2.F Optional Business Features****3.2.2.F.1 Direct Inward Dial (DID) Service**

DID Service is an optional feature which can be purchased in conjunction with Company-provided POX Trunks. DID service forwards the dialed digits for all incoming calls allowing the Customer's POX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for POX Trunks. One additive charge applies for each DID-equipped PBX Trunk or channel. Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or group. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the company deems it necessary to do so in the conduct of its business.

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.2 Eureka Business Services, cont.****3.2.2.G ISDN Primary Rate Interface (PRI) Service**

ISDN Primary Rate Interface (PRI) Service is a flat-rated, local ISDN/PRI or non-ISDN T-1 connection service. PRI Service provides one-way inbound ISDN/PRI T-1 or one-way non-ISDN T-1 connections to Eureka's switching platform. As provided by Eureka, ISDN/PRI T-1 connections allow both analog and 56/64kbps digital inbound calls to be received by customers. Non-ISDN T-1 F connections only allow analog calls to be received.

PRI is a transport technology available to customers with the capability of terminating a PRI into their Customer Premises Equipment (CPE). PRI compatible equipment may include PBX's, Hybrid KEY Systems, Automatic Call Distributors (ACD), Routers, Data/Voice Gateways and other types of equipment.

PRI Service is provided in a minimum arrangement of 23 bearer channels and one signaling channel (23B+D) when provisioned over ISDN/PRI T-1 connections or 24 DS0 channels when provisioned over non-ISDN T-1 connections.

If ISDN/PRI trunk group sizes greater than 23B+D channels are required, the PRI Service Non-Facility Associated Signaling (NFAS) arrangement must be ordered.

PRI Service is available through three types of arrangements:

- Collocated PRI -- the Customer's premises is collocated with the Company's switch.

Collocated PRI Service is terminated on a network demarcation block, installed in a customer's collocated cabinet. The customer's collocated cabinet must be in an Eureka switch (e.g., DMS 500) collocation space.

Collocated PRI Service does not include any optical fiber, Digital Cross-connect System (DCS) or channel multiplexing electronics that may be additionally required by the customer to terminate this service at other than a DS1 termination interface.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.2 Eureka Business Services, cont.

3.2.2.G ISDN Primary Rate Interface (PRI) Service (cont.)

- On-Net PRI -- the Customer's premises is within a building served by the Company's facilities.¹

On-Net PRI Service is provisioned over Eureka optical fiber T-1 connections. These T-1 (DS1 termination interface) connections are terminated in the customer's business location in a building served by the Company's facilities.

On-Net PRI Service does not include any optical fiber, Digital Cross-connect System (DCS) and or channel multiplexing electronics that maybe additionally required by the customer to terminate this service at other than a DS1 termination interface (such as DS3 or higher).

- Off-Net PRI --the Customer's premises is within Eureka's serving area, but is not collocated with the Company's switch or within a building served by the Company's facilities. Service is provided via extended T1's using Eureka and/or ILEC facilities.

Off-Net PRI Service does not include any optical fiber, Digital Cross connect System (DCS) and or channel multiplexing electronics that maybe additionally I required by the customer to terminate this service at other than a DS1 termination interface (such as DS3 or higher).

1. Optional Arrangements

a. Virtual FX PRI Service

Virtual FX PRI Service provides the capability to allow one-way inbound calls from Eureka Local Calling Areas that are outside of the customer's home calling area, but served by the same Company switch.

The customer must subscribe to PRI Service. Virtual FXPRI Service rates apply to each group of 24 channels in the trunk group arrangement. For the purpose of rate application, all arrangements, whether 23B+D or 24B, are considered to have 24 DSO channels.

¹defined as Eureka owned and managed fiber and electronics.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.2 Eureka Business Services, cont.

3.2.2.G ISDN Primary Rate Interface (PRI) Service (cont.)

1. Optional Arrangements (cont.)

b. PRI Network Access NFAS Arrangement

Non-Facility Associated Signaling (NFAS) is an arrangement where a single D channel controls more than the 23B channels in the basic 23B+D arrangement of an ISDN/PRI T1.

NFAS allows a single D channel to control up to 385 B channels. The additional ISDN/PRI T1's are configured without D channels in a 24 B channel arrangement.

To prevent a failure of ISDN/PRI T1's, a second D channel is assigned to one other ISDN/PRI T1. This second D channel is called the "backup" D channel and will take over if the primary ISDN/PRI T1 (23B+D) fails.

ISDN/PRI T1 channel backup capability is included with the NFAS arrangement.

c. Dial Line Service

The Dial Line is a "Plain Old Telephone Service" (POTS) line without any features. The Dial Line is only provided where the customer's premises is collocated with the Company's switch.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.2 Eureka Business Services, cont.

3.2.2.G ISDN Primary Rate Interface (PRI) Service (cont.)

2. Local Calling Areas

When the customer purchases PRI Service services from Eureka, the customer must designate one of the Eureka local calling areas as the customer's "home calling area." The Eureka local calling areas match existing ILEC local calling areas.

When the customer is not collocated with the Company's switch, the customer's service address dictates the relevant home calling area.

When the customer collocates with a Company switch location, the customer may choose which of the local calling areas served by the Company switch will be the customer's home calling area.

The customer may only designate one local calling area as the home calling area from among the local calling areas served by the Company switch. All other local calling areas served by that switch will be considered Virtual FX calling areas with respect to the customer's designated home calling area. A Virtual FX charge applies to each PRI Service provided to the customer in a Virtual FX calling area. A Virtual FX calling area is any local calling area which, although served by the same Company switch, is not the customer's designated home calling area.

3. Rate Regulations

a. PRI Service Term

PRI Service is offered on a minimum 12-month term only. Should service be discontinued in less than 12 months after installation, termination charges shall apply. A service terminated during the first 12 months will be charged at the monthly rate multiplied by the number of months left on the 12-month term.

b. Discounts I

Volume discounts are available on installation and monthly charges as provided herein. The volume level is determined by adding together the total numbers of PP.1's provided to the customer by the Company.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.2 Eureka Business Services, cont.

3.2.2.H Single T Primary Rate Interface - Basic

Single T Primary Rate Interface (PRI) - Basic Service is an ISDN-based end-to-end digital circuit that provides 23 64Kbps B and 1 64Kbps D channel over a T1 at a transmission speed of 1.544Mbps.

Customers purchase PRI in a 23B+D channel configuration for a fixed monthly fee. A minutes of use charge may be applicable. Additional costs are incurred for DID numbers, additional listings, and non-published numbers. A one time set-up fee also applies. A one year contract is required and service is subject to additional charges in areas without Eureka facilities.

For PRI applications which consist of predominantly inbound data, see Sections 3.2.2.D and/or 3.2.2.G.

Various non-regulated services are offered with Eureka's PRI service. These services may involve additional charges.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.3 Directory Listings**

For each Customer of Eureka's Exchange Access 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 at an additional charge.

3.2.4 Residential Service

Residential 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.

3.2.5 Optional Residential Service

3.2.5.A Call Forwarding: Call Forwarding service lets the user transfer incoming calls to another telephone number.

3.2.5.B Call Waiting: Permits a line in use to be alerted by a tone when another call is attempting to complete to the line. The service also provides an automatic hold feature that is activated by a switchhook flash.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.5 Optional Residential Service, cont.**

3.2.5C Speed Dialing: This feature allows the user to program the phone to dial frequently called local and long distance numbers by dialing just one or two digits. This feature is available in two increments, up to 8 numbers and up to 30 numbers.

3.2.5.0 Three Way Calling: Allows the user to add a third party to an existing conversation.

3.2.6 Operator-Assisted Services

Operator—assisted services are provided to Business and Residential Customers on a presubscribed basis. Services are also provided to Customers and Users of exchange access lines which are presubscribed to the Company's interexchange outbound calling services. Various billing arrangements are available with ICI's operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Monthly and/or usage-sensitive charges apply as stated in Section 4, as well as per call operator charges.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.6 Operator-Assisted Services, cont.

3.2.6.A [Reserved for Future Use]

3.2.6.B Busy Line Verify and Line Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. The operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

A charge will apply when:

1. The operator verifies that the line is busy with a call in progress;

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.6 Operator-Assisted Services, cont.

3.2.6.B Busy Line Verify and Line Interrupt Service, cont.

2. The operator verifies that the line is available for incoming calls; or
3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when:

1. The calling party advises that the call is to or from an official public emergency agency; or
2. Under conditions other than the three stated above.

Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

3.2.7 Directory Assistance

Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.7 Directory Assistance, cont.

Call allowances are as stated below:

1. Business customers using directory assistance will receive two (2) free calls per line or PBX trunk line per month.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
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LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, CON?.

3.2 Product Descriptions, cont.

3.2.7 Directory Assistance, cont.

A credit will be given for calls to Directory Assistance when:

1. The Customer experiences poor transmission or is cut-off during the call,
2. The Customer is given an incorrect telephone number, or
3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

Exemptions

1. Residential Customers are exempt from Directory Assistance charges.
2. The single-line main telephone exchange line of a handicapped user, as defined by the Federal Register, Vol. 35 #126, which has been registered with the Company will be exempt from Directory Assistance charges.
3. Directory Assistance attempts to telephone numbers which are non-listed or non-listed and non-published are exempt from the rate, and shall not be included in the ten call allowance.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.8 Extended and Expanded Area Calling Services**

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intra LATA toll rates. The Customer is billed per call according to the duration of the call. Eureka may mirror all existing extended and expanded calling areas in the exchanges of the ILECs where Eureka offers services or offer different plans of its own which will be specified in this section.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.9 Enhanced Network Services

Services using common transport and shared facilities or the transport of "non-teleco" standard bandwidths, or the use of enhanced transport technology are classified as Enhanced Network Services.

3.2.9.A Frame Relay Services - The transport of data, voice and video using Frame Relay technology. This service includes the routing of Frame Relay, the FRADing polled protocols, transport of asynchronous and X.25 protocols. This service is available On-Net or Extended.

3.2.9.B Miscellaneous - Any other Enhanced Network Services not covered elsewhere in this tariff. These services can be provided on a volume and term basis under customer specific contracts.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.10 Optional Features**

Optional Features are offered only in conjunction with Eureka's long distance services. Optional features arrangements consisting of fewer than eight (8) lines/trunks per customer location are not available. Feature Packages A and B, as well as individual features, identified herein are available with Unified Voice Services.

1. Business Line Service

Business Line Service is a two-wire, two-way, analog telephone service that uses loop start signaling. Each line is assigned a unique directory number. This service can be used for single lines, multiple line service, key system lines, fax lines, or modem lines.

2. CO Trunk Service

CO Trunk Service is a two-wire, two-way, analog telephone service that uses loop start or ground start signaling. CO Trunks are used to connect the line side of the Eureka switch to the customer's PBX, Key System, or other compatible equipment. Each trunk is assigned a unique directory number.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.10 Optional Features, cont.

3.2.10.1 Feature Descriptions

<u>PRODUCT</u>	<u>DESCRIPTION</u>
Custom Calling Features	Listed separately below:
Call Waiting*	Provides a signal to let customer know when someone is trying to reach the line the customer is currently using.
Cancel Call Waiting*	Allows a customer to prevent, on a per-call basis, any incoming calls from sending call-waiting signals to his/her line. Incoming calls to the line are given normal busy treatment.
Call Forwarding	Provides the customer with the ability to reroute calls to any valid telephone number (except international numbers). The costs of the forwarded call are passed on to the customer only if the call is answered. A call can also be forwarded to a selected telephone number when the customer's line is busy or unanswered.
Call Forwarding - Busy Line	When the customer's line is busy, this service automatically routes incoming calls to Voice Mail Service or to another number, including a long distance number.
Call Forwarding - Don't Answer	Automatically routes an unanswered call after a specified number of rings. The customer specifies the number of rings when the service is ordered.
Call Forwarding - Remote Access	Permits the "Call Forwarding—Universal" customer to activate, change, or deactivate call forwarding service from any touch tone telephone.
Ring Again (Automatic Callback)	Allows the customer encountering a busy signal to be notified when the called number becomes idle, and to be placed automatically in ring-again mode.

*Available only as part of a feature package.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.10 Optional Features, cont.

3.2.10.1 Feature Descriptions

<u>PRODUCT</u>	<u>DESCRIPTION</u>
Blind Transfer Recall*	Enables the customer to transfer a call to another party without waiting for that party to answer. If the other party does not answer the transferred call within a specific time- out period, the line or trunk from which the call was transferred rings back the customer.
Call Park*	Allows the customer to park a call against his/her directory number. The parked call can be retrieved from any of the customer's lines or trunks by first requesting the Call Park Retrieve and then dialing the number of the telephone number against which the call was parked.
Call Hold*	Allows the customer to place one call on hold for any length of time.
Three Way Conference*	Gives the customer the ability to connect a third person to a conversation at any time, regardless of which party initiated the call.
Call Transfer	Enables the customer to exit a three-way call, leaving the other two parties in conversation.
Last Number Redial*	Enables the customer to redial his/her last called number.
Calling Name & Number Delivery	Stores and transmits the incoming name and telephone number after the first ring for display in a customer-provided display device.
Calling Number Delivery	Stores and transmits an incoming telephone number after the first ring to a customer-provided display device. (Can either be displayed on an attachment to the customer's telephone set or a Caller D telephone.) Also stores numbers of incoming calls, with dates and times.

*Available only as part of a feature package.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.

3.2 Product Descriptions, cont.

3.2.10 Optional Features, cont.

3.2.10.1 Feature Descriptions

<u>PRODUCT</u>	<u>DESCRIPTION</u>
Calling Number Delivery Blocking	Selective Blocking - allows the customer to block transmission of the originating telephone number on any outgoing call before dialing a number.
Distinctive Ring*	Allows the customer to assign different ring cadences for calls from within the customer group to distinguish them from those from outside the group.
Speed Calling (10 or 30 numbers)	Provides the ability to program most frequently called numbers for one- or two-digit dialing.
Station Controlled Conference Call	Allows the customer to establish a conference call consisting of up to six participants without the assistance of an attendant.
Toll Denial/Restrictions	Toll-restricted lines or trunks are either denied access to long distance or are assigned toll-diversion which routes the caller to an 'attendant' position.

*Available only as part of a feature package.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.10 Optional Features, cont.****3.2.10.1 Feature Descriptions**

<u>PRODUCT</u>	<u>DESCRIPTION</u>
Directory Number Hunting	Directs inward calls to the next defined trunk or line when the called number is in use.
Call Pickup	Allows a customer to answer incoming calls to another line or trunk within the customer's defined call pickup group.
Group Intercom	A feature that enables a customer to automatically dial a member of a predesignated group by using abbreviated dialing; e.g., a customer group with 100 members can dial each other by dialing a two-digit number.
Uniform Call Distribution	A system for distribution of incoming calls on a first-in, first-out basis.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 3- DESCRIPTION OF SERVICE, CONT.**3.2 Product Descriptions, cont.****3.2.10 Optional Features, cont.****3.2.10.1 Feature Descriptions****1. Feature Packages****A. Feature Package A**

Feature Package A consists of the following optional features:

- Call Forwarding
- Call Forwarding — Don't Answer
- Call Forwarding — Busy Line
- Call Waiting
- Call Hold
- Three Way Conference
- Last Number Redial
- Cancel Call Waiting

B. Feature Package B

Feature Package B consists of all of the features found in Package A, plus the following features:

- Ring Again (Automatic Callback)
- Blind Transfer Recall
- Call Park
- Distinctive Ring
- Speed Calling (10 numbers)

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4-RATES**4.1 General**

Installation, monthly recurring and per minute usage charges will apply to the Company's local exchange services. An addition per-call operator service charge will apply for operator-assisted calling.

4.2 Eureka Business Services

Resold features associated with resold local exchange service will be priced according to the rates established for such features in the underlying carrier's effective intrastate tariffs.

4.3 Eureka Residential Services

Resold features associated with resold local exchange service will be priced according to the rates established for such features in the underlying carrier's effective intrastate tariffs.

Monthly Recurring Charge 10% discount from ILEC Tariff

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4- RATES, CONT.

4.4 Eureka's Basic Local Service Rates for GTE Florida, Inc.'s Service Area

4.4.1 City Listing / Rate Group Numbers

City	Group	City	Group
Bartow	4	New Port Rickey	3
Bradenton	4	North Port	3
Clearwater	5	Palmetto	3
Englewood	2	Plant City	5
Frostproof	1	Polk City	3
Haines City	*	Sarasota	5
Hudson	3	St. Petersburg	5
Indian Lake	1	Tampa	5
Lake Wales	3	Tapon Springs	5
Lakeland	4	Venice	4
Mulberry	3	Winter Haven	4
Myakka	4	Zephyrhills	2

*Exceptions: Haines City \$26.25

(Prices for business lines vary by Group Number; Prices for other features are the same for all groups)

4.4.2 Group Number/Monthly Flat Rate Line Charge

GROUP NUMBER	BUSINESS	RESIDENTIAL
1	\$23.95	\$9.51
2	\$26.25	\$10.41
3	\$27.45	\$10.56
4	\$28.70	\$11.36
5	\$29.90	\$11.81
* Exceptions	Varying Rates	

*Exceptions: Haines City \$26.25

4.4.3 Non-Recurring Charges

SERVICE	BUSINESS	RESIDENTIAL
Network Access, each Establishment	\$33.90	\$20.00
Network Access, each Change	\$14.00	\$11.00
Central Office Line Connection, each line	\$35.00	\$35.00
Premises Visit	\$35.00	\$35.00
Telephone Number Change, each	\$9.00	\$9.00
Restoration of Service	\$18.00	\$18.00
Seasonal Service Establishment Charge, per number restored	\$18.00	\$18.00

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Vice President and General Counsel
Eureka Telecom, L.L.C.
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New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4- RATES, CONT.

4.4 Eureka's Basic Local Service Rates for GTE Florida, Inc.'s Service Area cont.

4.4.4 Custom Calling Features

FEATURE	MONTHLY CHARGE
Call Forwarding-Variable	\$4.00
Call Forwarding-Variable Multipath	\$4.00
Three-Way Calling	\$4.00
Speed Calling (8-Code)	\$2.50
Speed Calling (30-Code)	\$3.50
Call Waiting/Cancel Call Waiting	\$5.00
Distinct Ring	\$9.00
Smart Call Package I - ¹	\$7.00
Smart Call Package II - ²	\$8.95
Smart Call Package III - ³	\$9.95
Smart Call Package II with Distinct Ring - ⁴	\$11.95
Smart Call Package III with Distinct Ring - ⁵	\$12.95

¹ Includes Call Forwarding-variable, 3-way Calling and Speed Calling (8-code)

² Includes Call Waiting, Cancel Call Waiting, Call Forwarding-variable, 3-way Calling and Speed Calling (8-code)

³ Includes Call Waiting, Cancel Call Waiting, Call Forwarding-variable, 3-way Calling and Speed Calling (30-code)

⁴ Includes Call Waiting, Cancel Call Waiting, Call Forwarding-variable, 3-way Calling, Speed Calling (8-code) and Distinct Ring

⁵ Includes Call Waiting, Cancel Call Waiting, Call Forwarding-variable, 3-way Calling, Speed Calling (30-code) and Distinct Ring

4.4.5 Advanced Features

FEATURE	NON-RECURRING (NON-SUBSCRIPTION)	MONTHLY CHARGE
Automatic Busy Redial	\$0.75	\$6.00
Automatic Call Return	\$0.75	\$6.00
VIP Alert, per line		\$4.00
Call Block, per line		\$4.00
Calling Tracing	\$3.50	\$6.00
Caller ID-Number, per line		\$10.00
Anonymous Call Rejection		\$3.00
Caller ID-Name and Number, per line		\$11.50

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.4 Eureka's Basic Local Service Rates for GTE Florida, Inc.'s Service Area, cont.

4.4.6 Business Voice Messaging - Monthly Charge

FEATURE	SINGLE LINE	MULTIPLE LINE
Basic Service Monthly	\$10.95	\$19.95
Non Recurring Charge	\$15.00	\$15.00
<i>Optional Monthly Features</i>		
Remote Call Notification	\$3.00	\$3.00
Pager Notification	\$4.75	\$4.75
1 st Extension Mailbox	\$19.70	\$19.70
Add'l Extension Mailbox	\$5.00	\$5.00
Enhanced Mailbox	\$4.00	\$4.00
Answer Only (5 minute greeting)	\$10.00	\$10.00
Answer Only (3 minute greeting)	\$5.00	\$5.00

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.5 Eureka's Basic Local Service Rates for BellSouth Telecommunications, Inc.'s Service Area

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

*Exceptions: Bronson=\$26.83 Jay=\$28.02 Trenton=\$26.83

(Prices for business lines vary by Group Number; Prices for other features are the same for all groups)

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Vice President and General Counsel
Eureka Telecom, L.L.C.
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New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.5 Eureka's Basic Local Service Rates for BellSouth Telecommunications, Inc.'s Service Area, cont.

4.5.2 Group Number/Monthly Line Charge

GROUP NUMBER	BUSINESS	RESIDENTIAL	GROUP NUMBER	BUSINESS	RESIDENTIAL
1	\$19.80	\$7.30	7	\$25.75	\$9.50
2	\$20.80	\$7.70	8	\$26.60	\$9.80
3	\$21.90	\$8.10	9	\$27.40	\$10.05
4	\$22.90	\$8.40	10	\$28.00	\$10.30
5	\$23.85	\$8.80	11	\$28.60	\$10.45
6	\$24.90	\$9.15	12	\$29.10	\$10.65

4.5.3 Non-Recurring Charges

SERVICE	CHARGE		
	BUSINESS	RESIDENTIAL	
Line Connection			
	First Line	\$56.00	\$40.00
	Additional Line	\$12.00	\$12.00
Line Change Charge			
	First Line	\$38.00	\$23.00
	Additional Line	\$11.00	\$11.00
Secondary Service Charge			
	Per Request	\$19.00	\$10.00
Premises Work Change			
	First 15 minutes	\$28.00	\$25.00
	Additional 15 Minutes	\$9.00	\$9.00
Trouble Location Charge		\$45.00	\$25.00

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.5 Eureka's Basic Local Service Rates for BellSouth Telecommunications, Inc.'s Service Area, cont.

4.5.4 Custom Calling Features

FEATURE	PRICE
Call Forwarding	\$4.00
Three-Way Calling	\$4.00 or .75 per use (non-subscription)
Call Waiting	\$5.80
Speed Calling (8-Code)	\$3.00
Speed Calling (30-Code)	\$5.00
Call Forwarding-Busy Line	\$3.25
Call Forwarding-Don't Answer	\$3.25
Customer Control of Call Forwarding-Busy Line	\$6.25
Customer Control of Call Forwarding-Don't Answer	\$6.25
Call Fwding Busy Line Multipath or Cust. Control of Call Fwding Busy Line Multipath	\$3.00
Call Fwding Don't Answer Multipath or Cust. Control of Fwding Don't Answer Multipath	\$3.00
Call Fwding Variable Multipath or Remote Access-Call Fwding Variable Multipath	\$3.00
Remote Access-Call Forwarding Variable	\$9.00
Call Forwarding Don't Answer-Ring Control	\$3.25

4.5.5 Advanced Features

FEATURES	MONTHLY CHARGE	PER USE CHARGE (non-subscription)
Call Return	\$5.00	\$.75
Repeat Dialing	\$4.50	\$.75
Call Selector	\$4.50	
Preferred Call Forwarding	\$5.00	
Call Block	\$4.50	
Call Tracing	\$5.00	\$3.50
Caller ID-Basic	\$10.00	
Caller ID Deluxe (with ACR)	\$9.99	
Caller ID Deluxe (without ACR)	\$9.99	
Calling Number Delivery Blocking - Permanent	N/C	
Anonymous Call Rejection	\$4.00	
Enhanced Caller ID (with ACR)	\$15.99	
Enhanced Caller ID (without ACR)	\$15.99	
Memory Call Answering Service	\$5.95	

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.5 Eureka's Basic Local Service Rates for BellSouth Telecommunications, Inc.'s Service Area, cont.

4.5.6 Multiple Numbers of Features/Applicable Discounts

NUMBER OF FEATURES	DISCOUNT AMOUNT
2	\$.50
3	\$1.50
4	\$3.00
5	\$4.50
6	\$6.00
7	\$7.50
8	\$9.00
9	\$10.50
10	\$12.00
11	\$13.50
12	\$15.00
13	\$16.50
14	\$18.00
15	\$19.50
16	\$21.00
17	\$22.50
18	\$24.00
19	\$25.50
20	\$27.00

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Eureka Telecom, L.L.C.
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LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.5 Eureka's Basic Local Service Rates for BellSouth Telecommunications, Inc.'s Service Area, cont.

4.5.7 Business Voice Messaging

Description	Monthly Price
Voice Mail Box (each)	\$6.50
Call Forwarding Busy/No Answer	\$4.00
Call Forwarding Variable (72#/73#)	\$6.00
<i>Optional Features</i>	
Day & Night Greeting	\$1.95
Directory By Name	\$25.00
Question & Answer (up to 8)	\$19.95
Question & Answer (each additional)	\$2.00
Automated Order Taking (up to 8)	\$19.95
Automated Order Taking (each additional)	\$2.00

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Eureka Telecom, L.L.C.
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LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.6 Eureka's Basic Local Service Rates for Sprint (Central Tel & United) Telecommunications, Inc. Service Areas

4.6.1 City Listing/Rate Group Numbers

City	Group	LEC	City	Group	LEC	City	Group	LEC
Alford	2	SPT - Centel	Greenwood	2	SPT - Centel	Ponce de Leon	2	SPT - Centel
Apopka	6	SPT - United	Groveland	4	SPT - United	Port Charlotte	3	SPT - United
Arcadia	1	SPT - United	Homossa Springs	3	SPT - United	Punta Gorda	3	SPT - United
Astor	4	SPT - United	Howey-In-The-Hills	4	SPT - United	Reedy Creek	6	SPT - United
Avon Park	1	SPT - United	Immokalee	1	SPT - United	Reynolds Hill	1	SPT - Centel
Baker	2	SPT - Centel	Inverness	3	SPT - United	Salt Springs	4	SPT - United
Belleview	4	SPT - United	Kenansville	3	SPT - United	San Antonio	2	SPT - United
Beverly Hills	3	SPT - United	Kingsley Lake	2	SPT - Centel	Sanibel-Captiva Islands	5*	SPT - United
Boca Grande	1	SPT - United	Kissimmee	3	SPT - United	Santa Rosa Beach	4	SPT - Centel
Bonifay	1	SPT - Centel	LaBelle	1	SPT - United	Seagrove Beach	1	SPT - Centel
Bonita Springs	5	SPT - United	Lady Lake (753)	4	SPT - United	Sebring	2	SPT - United
Bowling Green	1	SPT - United	Lady Lake (821)	5	SPT - United	Shalimar	5	SPT - Centel
Bushnell	1	SPT - United	Lake Placid	1	SPT - United	Silver Springs	4	SPT - United
Cape Coral	5	SPT - United	Lawtey	2	SPT - Centel	Sneads	2	SPT - Centel
Cape Haze	2	SPT - United	Lee	1	SPT - Centel	Sopchoppy	6	SPT - Centel
Cherry Lake	1	SPT - Centel	Leesburg	4	SPT - United	Spring Lake	2	SPT - United
Clermont	6	SPT - United	Lehigh Acres	4	SPT - United	St. Cloud	3	SPT - United
Clewiston	1	SPT - United	Madison	1	SPT - Centel	St. Marks	6	SPT - Centel
Cottondale	2	SPT - Centel	Malone	2	SPT - Centel	Starke	2	SPT - Centel
Crawfordville	6	SPT - Centel	Marco Island	4	SPT - United	Tallahassee	6	SPT - Centel
Crestview	2	SPT - Centel	Marianna	3	SPT - Centel	Tavares	4	SPT - United
Crystal River	3	SPT - United	Monticello	6	SPT - Centel	Trilacoochee	2	SPT - United
Dade City	2	SPT - United	Montverde	6	SPT - United	Umatilla	4	SPT - United
Defuniak Springs	2	SPT - Centel	Moore Haven	1	SPT - United	Valpariso	5	SPT - Centel
Destin	5	SPT - Centel	Mount Dora	4	SPT - United	Wauchula	1	SPT - United
Eustis	4	SPT - United	Naples	4	SPT - United	West Kissimmee	3	SPT - United
Everglades	1	SPT - United	North Cape Coral	5	SPT - United	Westville	1	SPT - Centel
Forest	4	SPT - United	North Ft. Myers	5	SPT - United	Wildwood	1	SPT - United
Fort Meade	3	SPT - United	North Naples	4	SPT - United	Williston	1	SPT - United
Fort Myers	5	SPT - United	Ocala	4	SPT - United	Windermere	6	SPT - United
Fort Myers Beach	5	SPT - United	Ocklawaha	4	SPT - United	Winter Garden	6	SPT - United
Fort Walton Beach	5	SPT - Centel	Okeechobee	1	SPT - United	Winter Park	6	SPT - United
Freeport	2	SPT - Centel	Orange City	3	SPT - United	Zolfo Springs	1	SPT - United
Glendale	1	SPT - Centel	Panacea	6	SPT - Centel			SPT - United
Greenville	6	SPT - Centel	Pine Island	5*	SPT - United			SPT - United

Exceptions*: Pine Island - Useppa Island: \$32.28 Sanibel-Captiva Island - North Captive Island: \$32.28
(Prices for business lines vary by Group Number; Price for other features are the same for all groups)

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.6 Eureka's Basic Local Service Rates for Sprint (Central Tel & United) Telecommunications, Inc. Service Areas, cont.

4.6.2 Group Number/Monthly Line Charges for Centel and United Areas

GROUP NUMBER	CENTEL MONTHLY CHARGE	UNITED MONTHLY CHARGE
1	\$16.65	\$15.20
2	\$17.65	\$16.96
3	\$18.55	\$18.71
4	\$19.60	\$20.47
5	\$20.60	\$22.28
6	\$21.75	\$24.03

4.6.3 United and Centel Non-Recurring Charges

TYPE	UNITED AREAS	CENTEL AREAS
Service Ordering Charge	\$25.00	\$30.00
Secondary, for Adds, Moves and Changes	\$16.00	\$14.00
Access Line Charge	\$35.00	\$35.00
Premises Visit Charge	\$10.00	\$30.00
Premises Work Charge, Labor per ¼ hr. or fraction thereof	\$12.00	\$12.00
Record Change Charge	\$5.00	N/C
Telephone Number Change	\$11.50	N/C
Restore Service	\$20.00	\$15.00

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

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SECTION 4 - RATES, CONT.

4.6 Eureka's Basic Local Service Rates for Sprint (Central Tel & United) Telecommunications, Inc. Service Areas, cont.

4.6.4 Custom Calling Features

FEATURE	PRICE
Call Forwarding	\$4.50
Call Forwarding Don't Answer	\$1.00
Call Forwarding Busy	\$1.00
Three-way Calling	\$3.00
Call Waiting	\$4.00
Enhanced Call Waiting	\$5.25
Speed Calling	\$3.00
Call Forward with Remote Activation	\$2.50
Complete Voice	\$8.00
Complete Number	\$19.95
Complete Number with Fax	\$24.95
Call Waiting ID	\$2.00
Call Waiting Options	\$6.00

4.6.5 Advanced Features

FEATURES	MONTHLY CHARGE	PER USAGE CHARGE (NON-SUBSCRIPTION)
Caller ID	\$10.00	
Return Call	\$3.50	\$0.75
Repeat Dialing	\$3.50	\$0.75
Call Tracing		\$4.00
Distinctive Ringing	\$3.50	
Selective Call Rejection	\$3.50	
Caller ID with Name (including ACR)	\$10.00	
Anonymous Call Rejection (ACR)	\$4.00	

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

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SECTION 4 - RATES, CONT.

4.6 Eureka's Basic Local Service Rates for Sprint (Central Tel & United) Telecommunications, Inc. Service Areas, cont.

4.6.6 United and Centel Custom Calling Feature Packages

FEATURE	MONTHLY PRICE
IN TOUCH WITH CALL FORWARD includes:	\$9.00
Enhanced Call Waiting, Three-Way Calling, Call Forwarding	
IN TOUCH WITH RETURN CALL includes:	\$9.50
Enhanced Call Waiting, Three-Way Calling, Return Call	
CALL MANAGER includes:	\$12.00
Enhanced Call Waiting, Three-Way Calling, Return Call, Repeat Dialing, Call Forwarding	
CALL MANAGER PLUS includes:	\$16.00
Enhanced Call Waiting, Three-Way Calling, Return Call, Repeat Dialing, Call Forwarding, Selective Call Rejection, Caller ID with Name (including Anonymous Call Rejection), Call Waiting ID	
ADVANTAGE includes:	\$14.50
Enhanced Call Waiting, Return Call, Caller ID with Name (including Anonymous Call Rejection), Call Waiting ID	
COMPLETE CALL MANAGER PLUS includes:	\$19.00
Enhanced Call Waiting, Three-Way Calling, Return Call, Repeat Dialing, Call Forwarding, Selective Call Rejection, Caller ID with Name, Total Voice, Call Waiting ID	
VISUAL CALL MANAGER PLUS includes:	\$19.00
Enhanced Call Waiting, Three-Way Calling, Return Call, Repeat Dialing, Call Forwarding, Selective Call Rejection, Caller ID with Name (including Anonymous Call Rejection), Call Waiting ID, Call Waiting Options	

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Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

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LOCAL EXCHANGE SERVICES**SECTION 4 - RATES, CONT.****4.7 Single T Private Branch Exchange Service - Eureka Facilities**

This service is generally provided with the Company's long distance service. This service may be provided without the Company's long distance service on an individual case basis.

<u>Monthly</u>	BellSouth and		
<u>Recurring</u>	<u>Sprint Local Areas</u>	<u>GTE Areas</u>	
Digital PBX Service	\$195 + \$30/Channel	\$195 + \$20/Channel	
Analog PBX Service	\$395 + \$30/Channel	\$395 + \$20/Channel	
<u>Non-Recurring</u>		<u>Digital</u>	<u>Analog</u>
<u>(per T-1)</u>	12 month agreement	\$500	\$1,000
	24 month agreement	\$250	\$ 500
	36 month agreement	\$ 0 (R)	\$ 0 (R)

4.8 Primary Rate Interface Service - Eureka Facilities - Grandfathered

This service is generally provided with the Company's long distance service. This service may be provided without the Company's long distance service on an individual case basis.

<u>Monthly</u>	BellSouth and	
<u>Recurring</u>	<u>Sprint Local Areas</u>	<u>GTE Areas</u>
PRI/DATA	\$795	\$675
<u>Non-Recurring</u>		
<u>(per PRI)</u>	12 month agreement	\$500
	24 month agreement	\$250
	36 month agreement	\$125
	48 month agreement	\$ 0

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES**SECTION 4 - RATES, CONT.****4.9 Virtual IntraLATA Foreign Exchange Service - Eureka Facilities**

<u>Monthly</u>		
<u>Recurring</u>		
Per T-1		\$400
<u>Non-Recurring</u>		\$500
<u>(per T-1)</u>	12 month agreement	
	24 month agreement	\$250
	36 month agreement	\$125
	48 month agreement	\$ 0

4.10 Direct Inward Dial (DID) Service

<u>Monthly</u>		
<u>Recurring</u>		
1 st Block of 20		\$4.00
Add'l Blocks of 20		\$4.00
<u>Non-Recurring</u>		
1 st Block of 20		\$500
Add'l Blocks of 20		\$15

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES**SECTION 4 - RATES, CONT.****4.11 Supplementary Charges and Special Arrangements**

Unless otherwise specified herein, the following supplementary charges will apply for each of the identified changes or requests:

Customer Requested Due Date Change ^{1,2}	\$50, per order
Customer Requested Expedite ²	\$250, per location, per order
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DSO/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) business days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

Special Arrangements

Special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.12 Eureka Rate Plan - Enhanced Services

4.12.1 Frame Relay Service — Local Access

The Frame Relay Service described herein consists of Local Access elements only. The remaining Frame Relay Service elements are found in the Company's interexchange or access tariffs.

A. ILEC Pass-through Charges

1. Dedicated Access

Dedicated Access charges are determined by the Special Access Tariffs filed by the providing companies.

2. Frame Relay Access

Frame Relay Access charges are determined by the Frame Relay Tariffs filed by the providing companies.

B. Access Coordination Charge

In addition to the above ILEC pass-through charges, a \$10.00 per node monthly recurring Access Coordination Charge will apply.

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Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.12 Eureka Rate Plan - Enhanced Services, (cont.)

4.12.1 Frame Relay Service — Local Access, (cont.)

C. Frame Relay Supplementary Charges

Frame Relay Supplementary Charges apply for Customer-initiated administrative or design changes. The charges identified below apply in lieu of the Supplementary Charges identified in Section 4.11 herein. In addition to the charges assessed by the Company, any charges assessed to the Company by other providers (i.e., ILEC) in connection with the Customer-initiated change will be passed through to the Customer.

1. Administrative Change

Administrative Changes are record changes only and do not impact the design or jeopardize the order due date.

Per Order \$25.00

2. Design Change

Design Changes are changes on an order in progress that impact the design or due date.

In order to process the Design Change as a change rather than as a cancellation and new order, the request must be received within 14 days of receipt and acceptance of the order, and prior to the in-service date.

Per Order \$75.00

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES**SECTION 4 - RATES, CONT.****4.12 Eureka Rate Plan - Enhanced Services, (cont.)****4.12.1 Frame Relay Service — Local Access, (cont.)****D. Cancellation Charges**

Cancellation Charges apply when an order in progress is canceled. In addition to the charges assessed by the Company, any charges assessed to the Company by other providers (i.e., ILEC) in connection with the Cancellation will be passed through to the Customer.

0 - 3 business days from
receipt and acceptance of order \$0.00

More than 3 business days from
receipt and acceptance of order \$150.00, per order

Within 2 business days of due date One month's recurring charges per order
(minimum of \$150.00)

E. Expedite Charges

Company Expedite Charges apply for approved expedites is follows:

- 1) A Design Change Charge of \$75 .00 will always apply to an order requesting a less than standard interval due date. Design change intervals will be followed as applicable.
- 2) An Expedite Charge of \$425 to cover the Company's attempt to expedite the service will be applied as follows:
 - a. If the Company accepts the request for an expedited date and service is installed before the standard interval due date, the Expedite Charge will apply.
 - b. If the Company accepts the request for an expedite, but does not meet the requested expedite date and service is installed on or after the standard interval due date, the Expedite Charge will be waived.

In addition to the charges assessed by the Company, any charges assessed to the Company by other providers (i.e., ILEC) in connection with the expedite will be passed through to the Customer.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

LOCAL EXCHANGE SERVICES

SECTION 4 - RATES, CONT.

4.12 Eureka Rate Plan - Enhanced Services, (cont.)

4.12.1 Frame Relay Service - Local Access, (cont.)

F. Early Termination Liability

When Customers cancel service prior to satisfying a term agreement, there will be an Early Termination Liability. The liability is calculated as a percentage of the monthly recurring charges for the remainder of the term. Any nonrecurring charges that were waived in concert with the term agreement must be paid upon early termination.

Length of Term	Cancel or Termination Within:				
	First Year	Second Year	Third Year	Fourth Year	Fifth Year
One Year	100%	N/A	N/A	N/A	N/A
Two Years	100%	50%	N/A	N/A	N/A
Three Years	100%	50%	25%	N/A	N/A
Four Years	100%	50%	25%	25%	N/A
Five Years	100%	50%	25%	25%	25%

In addition to any charges assessed by the Company, charges assessed to the Company by other providers (i.e., ILEC) in connection with early termination will be passed through to the Customer.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ATTACHMENT E

PROPOSED ACCESS SERVICES PRICE LIST

ACCESS SERVICE PRICE LIST

TITLE PAGE

FLORIDA ACCESS SERVICES PRICE LIST

OF

EUREKA TELECOM, L.L.C.

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Eureka Telecom, L.L.C. (Eureka) within the State of Florida. This price list is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 270 Madison Avenue, 6th Floor, New York, NY 10016.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

CHECK SHEET

Sheets 1 through 49, inclusive, of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	40	Original
2	Original	41	Original
3	Original	42	Original
4	Original	43	Original
5	Original	44	Original
6	Original	45	Original
7	Original	46	Original
8	Original	47	Original
9	Original	48	Original
10	Original	49	Original
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13	Original		
14	Original		
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36	Original		
37	Original		
38	Original		
39	Original		

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SYMBOLS

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

D - Delete or discontinue.

I - Change resulting in an increase to a customer's bill.

M - Moved from another price list location.

N - New.

R - Change resulting in a reduction to a customer's bill.

T - Change in text or regulation but no change in rate or charge.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

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 its price list approval process, the most current sheet number on file with the commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the 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).(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 this page if these are the only changes made to it (i.e., the format, etc. remain 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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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this price list for the Access Services of this Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual Customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 1 - DEFINITIONS, CONT.

Company: Eureka Telecom, L.L.C. (Eureka).

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's price list regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Price List to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer' point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint- stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 1 - DEFINITIONS, CONT.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective price list.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 1 - DEFINITIONS, CONT.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

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

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 1 - DEFINITIONS, CONT.

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this price list.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this price list.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Eureka Telecom, L.L.C.

2.1.1 Scope

Eureka's services offered pursuant to this Price List are furnished for Switched Access Service. Eureka may offer these services over its own or resold facilities.

Eureka installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this price list. Eureka may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Eureka network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day; seven days per week.

2.1.2 Shortage of Equipment or Facilities

2.1.2.A 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.

2.1.2.B 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 from time to time, to furnish service as required at the sole discretion of the Company.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Eureka Telecom, L.L.C., cont.

2.1.2 Shortage of Equipment or Facilities. cont.

2.1.2.C The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

2.1.3.A Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days.

2.1.3.B The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.

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Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Eureka Telecom, L.L.C., cont.

2.1.3 Terms and Conditions, cont.

2.1.3.C The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

2.1.4.A The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Eureka Telecom, L.L.C., cont.

2.1.4 Liability of the Company. cont.

- 2.1.4.B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.C The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- 2.1.4.D The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- 2.1.4.E The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.F The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Eureka Telecom, L.L.C., cont.

2.1.4 Liability of the Company, cont.

- 2.1.4.G The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- 2.1.4.H Notwithstanding the Customer's obligations as set forth in Section 2.3.2 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.
- 2.1.4.I The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this price list including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this price list.
- 2.1.4.J The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.K The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

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Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Eureka Telecom, L.L.C., cont.

2.1.4 Liability of the Company, cont.

2.1.4.L The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

2.1.4.M The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.N The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Eureka Telecom, L.L.C., cont.

2.1.5 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.

2.1.6 Provisions of Equipment and Facilities

- 2.1.6.A The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.B The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.C 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.
- 2.1.6.D 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 Company provided it.
- 2.1.6.E The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1. Undertaking of Eureka Telecom, L.L.C., cont.

2.1.6 Provisions of Equipment and Facilities

2.1.6.F 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. Notwithstanding the above, the Company shall not be responsible for:

2.1.6.F.1 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;

2.1.6.F.2 the reception of signals by Customer-provided equipment; or

2.1.6.F.3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6.G The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.6.H The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual 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.

Issued:

Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Eureka Telecom, L.L.C., cont.

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 2.1.8.A where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2.1.8.B of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.C where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.D where facilities are requested in a quantity greater than that which the Company would normally construct;
- 2.1.8.E where installation is on an expedited basis;
- 2.1.8.F on a temporary basis until permanent facilities are available;
- 2.1.8.G installation involving abnormal costs; or
- 2.1.8.H in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

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Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Eureka Telecom, L.L.C., cont.****2.1.9 Ownership of Facilities**

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 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 their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.**2.3 Obligations of the Customer**

2.3.1 The Customer shall be responsible for:

2.3.1.A the payment of all applicable charges pursuant to this price list;

2.3.1.B reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these 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. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

2.3.1.C providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

2.3.1.D 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 Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

2.3.1.E providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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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Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

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SECTION 2 - RULES AND REGULATIONS, CONT.**2.3 Obligations of the Customer, cont.**

- 2.3.1.F complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for obtaining permission for Company agents or employees to enter the Customer Premises 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; and
- 2.3.1.G not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

2.3.2 Claims

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

- 2.3.2.A any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- 2.3.2.B any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

Issued:

Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.3 Obligations of the Customer, cont.

2.3.3 Jurisdiction Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default Pill factors are used only where the call detail is (N) insufficient to determine the appropriate jurisdiction of the traffic.

- 2.3.3.A Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected Pill factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then internal Company traffic studies will be used to establish the default PIU.

- 2.3.3.B Terminating Access: For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PHI factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below. If no projected Pill factor is submitted by the Customer, then internal Company traffic studies will be used to establish the default PIU.

- 2.3.3.C Except where the Company measured access minutes are used as set forth in 2.3.3.A above, the Customer reported Projected PHI factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

- 2.3.3.D Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

Issued:

Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.**2.3 Obligations of the Customer, cont.****2.3.3 Jurisdictional Reporting, cont.**

2.3.3.E Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

2.4 Customer Equipment and Channels**2.4.1 In General**

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.A The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in section 2.6 following is not applicable.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

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SECTION 2 - RULES AND REGULATIONS, CONT.**2.4 Customer Equipment and Channels**

2.4.2.B 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.A Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.3.B Access 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.

2.4.4 Inspections

2.4.4.A Upon reasonable notification of the Customer, and at reasonable times, 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 2.4.2.8 for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.B 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

Issued:**Effective:**

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

2.5.1.A Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this price list attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 90 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 Commission in accordance with the Commission's rules of procedures.

Issued:**Effective:**

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.5 Payment Arrangements, cont.

2.5.3 Refusal and Discontinuance of Service

- 2.5.3.A Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- 2.5.3.B Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.3.C 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.
- 2.5.3.D Upon any governmental prohibition, or 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.
- 2.5.3.E Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.8 above, 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.

Issued:

Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.5 Payment Arrangements, cont.

2.5.3 Refusal and Discontinuance of Service, cont.

- 2.5.3.F The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
- 2.5.3.F.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1 (a-f), if
- 2.5.3.F.1(a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
- 2.5.3.F.1(b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
- 2.5.3.F.1(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above-or
- 2.5.3.F.1(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- 2.5.3.F.1(f) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the price list charges for the service by:
- 2.5.3.F.1(f).I Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list, or
- 2.5.3.F.1(f).II Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or
- 2.5.3.F.1(f).III Any other Fraudulent means or devices; or
- 2.5.3.F.2 Upon fourteen (14) days written notice to the Customer of any sum thirty (30) days past due;

Issued:

Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.**2.5 Payment Arrangements, cont.****2.5.3 Refusal and Discontinuance of Service, cont.**

2.5.3.F.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or

2.5.3.F.4 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

2.5.3.G In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

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.

The special charges described will be calculated and applied on a case-by-case basis.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.**2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to ICI. A Service Outage ends when the affected circuit and/or associated ICI equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which ICI is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by ICI from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the DCC in the form of a credit on the next invoice.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.**2.6 Allowances for Interruptions in Service, cont.****2.6.1 Limitations on Allowances**

No credit allowance will be made for:

- 2.6.1.A interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- 2.6.1.B interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- 2.6.1.C interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.1.D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.1.E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.1.F 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;
- 2.6.1.G interruption of service due to circumstances or causes beyond the control of the Company.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.**2.7 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 (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

- 2.8.1 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this price list shall 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 deposit 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.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications, by following the procedures for giving notice set forth herein.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

Issued:

Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE**3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this price list. These charges are in addition to other applicable charges set forth in other sections of this price list.

- 3.1.1 **Ordering Conditions:** All services offered under this price list will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the customer shall provide the following minimum information:

- 3.1.1.A Customer name and Premise(s) address(es);
 - 3.1.1.B Billing name and address (when different from Customer name and address); and
 - 3.1.1.C Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- 3.1.2 **Provision of Other Services:** Unless otherwise specified herein, all services offered under this price list shall be ordered with an ASR. With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

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Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE, CONT.

3.2 Access Order

3.2.1 Access Order: An ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

Access Service Date intervals: Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

Standard Interval: The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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Effective:

David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE, CONT.**3.2 Access Order, cont.**

Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:

- 3.2.1.A The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 3.2.1.B There is no existing facility connecting the Customer Premises with the company; or
- 3.2.1.C The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- 3.2.1.D The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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Vice President and General Counsel
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New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE, CONT.**3.2 Access Order, cont.**

3.2.2 Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

3.2.3 Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

3.2.3.A The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

3.2.3.A.1 A change in the identity of the Customer of record; or

3.2.3.A.2 A move by the Customer to a different building.

3.2.3.B When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

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Vice President and General Counsel
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ACCESS SERVICE PRICE LIST

SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE, CONT.

3.2 Access Order, cont.

3.2.3 Minimum Period of Service, cont.:

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

3.3 Supplementary Charges

ASR New Order Processing	\$25.00
ASR New Order Processing - Leased*	\$25.00
Order Processing (non ASR)	\$50.00
Order Processing (non ASR) - Leased*	\$50.00
Subsequent Order Processing - Unspecified Change	\$25.00
Subsequent Order Processing - Unspecified Change - Leased*	\$25.00
Customer Requested Expedite	\$250.00
Customer Requested Expedite - Leased* (\$250 minimum)	\$100.00
Customer Requested Due Date Change	\$50.00
Customer Requested Due Date Change - Leased*	\$25.00

Company Due Date Change Policy - No due date change accepted at or after three (3) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

* - All leased charges will also include any charge the underlying carrier charges to complete the request.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
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New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE, CONT.

3.3 Supplementary Charges, cont.

Cancellation

After three business days from order date	\$150.00	\$150.00
Until two days prior to due date and after one full month		one full month recurring charges; \$250 minimum.

Cancellation

After three business days from order date	\$100.00 (\$250.00 minimum)	\$100.00 (\$250 minimum)
Until two days prior to due date and after one full month		one full month recurring charges; \$350 minimum.

Reengineering on order in progress

ICI DS-1/DS-0	\$150.00
---------------	----------

Reengineering on order in progress

Leased* DS-1/DS-0	\$100.00 (\$400 minimum)
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Reengineering on order in progress

ICI DS-3/SONET	\$300.00
----------------	----------

Reengineering on order in progress

Leased* DS-3/SONET	\$100.00 (\$600 minimum)
--------------------	--------------------------

*- All leased charges will also include any charge the underlying carrier charges to complete the request.

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New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 4 - SWITCHED ACCESS SERVICE**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises.

This price list Switched Access Service is only available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services. The Company is not equipped for equal access service.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements**4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- A. **Tandem Connect Access:** This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Tandem Connect Access over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Tandem Connect Access services as described herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.
- B. **Direct Connect Access:** The Company will provide facilities between the Customer's premises and the Company's local switching center. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 4 - SWITCHED ACCESS SERVICE CONT.**4.2 Provision and Description of Switched Access Service Arrangements, cont.****4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

4.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- 4.2.3.A Originating 10XXX FG Access
- 4.2.3.B Originating 800 FG Access
- 4.2.3.C Terminating FG Access

The usage charges, as stated in Section 5, include the use of all facilities between the end user and the Customer's premises. This includes but is not limited to, the common line, local switching, switched transport, entrance facility and 800 database.

4.2.4 Originating 10XXX or 10XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 10XXX or 10XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 4 - SWITCHED ACCESS SERVICE CONT.

4.2 Provision and Description of Switched Access Service Arrangements, cont.

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the frill ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-OXXX or 950-IXXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 1OXXX and IOXXXX access codes. PG may not be switched, in the terminating direction, to Switched Access Service Feature Groups B,C,D.

4.3 Reports and Testing

- 4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.
- 4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are two types of rates and charges that apply to Switched Access Service:

Non-Recurring Charges: Non-Recurring charges are one-time charges that apply for a specific work activity.

Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place. Usage rates are rates that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

5.2 Application of Rates

Originating 10XXX/101XXXXFG Access: Usage rates will apply to the total number of recorded minutes of use during the billing period. Usage rates will apply to both Tandem Connect Access and Direct Connect Access as set forth in 5.4.2. In addition, non-recurring and monthly recurring rates will apply to Direct Connect Access. These non-recurring and monthly recurring rates will be developed on an individual case basis (see Section 5.4.3). There are no non-recurring or monthly recurring charges for Tandem Connect Access.

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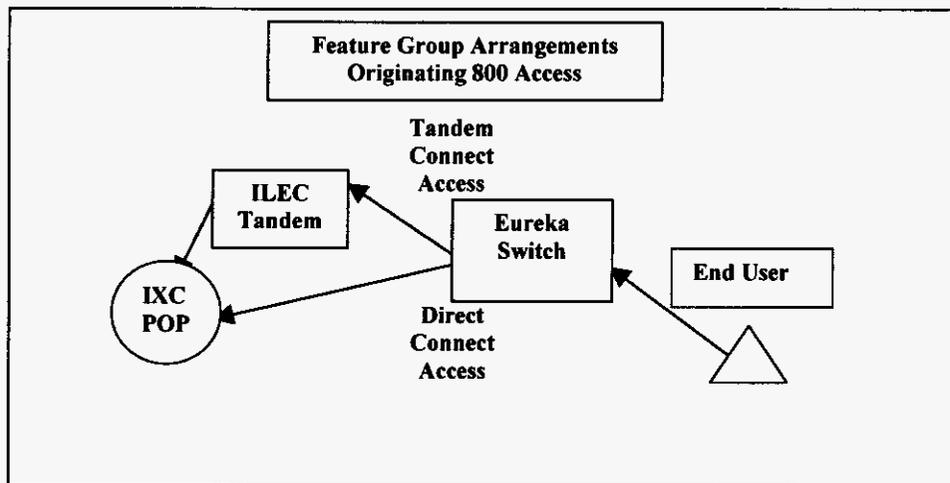
David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.2 Application of Rates, cont.

Originating 800 FG Access: Usage rates will apply to the total number of record minutes of use during the billing period. Usage rates will apply to both Tandem Connect Access and Direct Connect Access as set forth in 5.4.2. In addition, non-recurring and monthly recurring rates will apply to Direct Connect Access. These non-recurring and monthly recurring rates will be developed on an individual case basis (see Section 5.4.3). There are no nonrecurring or monthly recurring charges for Tandem Connect Access.



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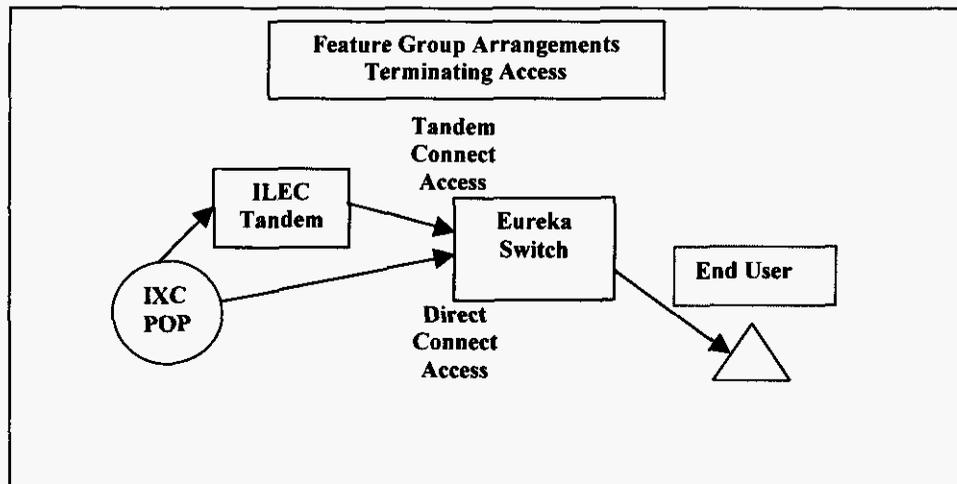
David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.2 Application of Rates, cont.

Terminating FG Access: Usage rates will apply to the total number of recorded minutes of use during the billing period. Usage rates (T) will apply to both Tandem Connect Access and Direct Connect Access I as set forth in 5.4.2. In addition, non-recurring and monthly 1 recurring rates will apply to Direct Connect Access. These non-1 recurring and monthly recurring rates will be developed on an I individual case basis (see Section 5.4.3). There are no nonrecurring or monthly recurring charges for Tandem Connect Access.



5.3 **Billing of Access Minutes:** When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

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SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.3 Billing of Access Minutes, cont.:

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. -The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with 557 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch' receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

5.4 Rates and Charges**5.4.1 Non-Recurring Charges**

5.4.1.A Service Implementation/Installation Charge (Per Trunk)

First	<u>DS-1</u> ICB
Each Additional	ICB

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Eureka Telecom, L.L.C.
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ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.4 Rates and Charges, cont.

5.4.2 Switched Access¹

Originating 10XXX/10XXXX FG Access:

LATA	Rate per MOU	
	Tandem Connect	Direct Connect
Tampa	\$0.05014	\$0.04989
Orlando, Jacksonville, and Miami	\$0.01972	\$0.0188

Originating 800 FG Access:

LATA	Rate per MOU	
	Tandem Connect	Direct Connect
Tampa	\$0.05414	\$0.05389
Orlando, Jacksonville, and Miami	\$0.02132	\$0.02048

Terminating FG Access:

LATA	Rate per MOU	
	Tandem Connect	Direct Connect
Tampa	\$0.06152	\$0.06127
Orlando, Jacksonville, and Miami	\$0.02739	\$0.02655

¹ Where access service is provided in connection with NationalTel end users, the switched access rates found in Section 5.4.3 apply.

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST**SECTION 5 - SWITCHED ACCESS RATES, CONT.****5.4 Rates and Charges, cont.****5.4.3 Switched Access - Service In Connection With NationalTel End Users****A. Direct Access Local Switching**

	<u>Originating</u>	<u>Terminating</u>
All States	\$0.062224	\$0.070024

The per minute Direct Access Local Switching rate element can be divided into conventional switched access rate elements, where such a distinction is desired, as indicated below:

	<u>Originating</u>	<u>Terminating</u>
Carrier Common Line	\$0.025800	\$0.033600
Interconnection	\$0.010824	\$0.010824
Local Switching	\$0.177000	\$0.017700
Information Surcharge	<u>\$0.007900</u>	<u>\$0.007900</u>
Total	\$0.062224	\$0.070024

B. Tandem Access Local Switching

	<u>Originating</u>	<u>Terminating</u>
All States	\$0.062494	\$0.070294

The per minute Tandem Access Local Switching rate element can be divided into conventional switched access rate elements, where such a distinction is desired, as indicated below:

	<u>Originating</u>	<u>Terminating</u>
Carrier Common Line	\$0.025800	\$0.033600
Tandem Switched Transport Termination (one of two)	\$0.000090	\$0.000090
Tandem Switched Transport Facility (mileage insensitive)	\$0.000180	\$0.000180
Interconnection	\$0.010824	\$0.010824
Local Switching	\$0.177000	\$0.017700
Information Surcharge	<u>\$0.007900</u>	<u>\$0.007900</u>
Total	\$0.062494	\$0.070294

C. 8XX Data Base Access Service, per Query \$0.010000

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.4 Rates and Charges, cont.

5.4.3 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

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SECTION 6 - DEDICATED ACCESS SERVICE

The Company provides intrastate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

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David Ellen
Vice President and General Counsel
Eureka Telecom, L.L.C.
270 Madison Avenue, 6th Floor
New York, NY 10016

ATTACHMENT E
CORPORATE QUALIFICATIONS

DCDOCS:175729.1(3RLD01!.DOC)



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

July 5, 2000

CT CORPORATION SYSTEM
ATTN; CAROL CLARK

Qualification documents for EUREKA TELECOM, LLC were filed on July 5, 2000, and assigned document number M00000001313. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

A limited liability company 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 limited liability company 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 Registration and Qualification Section.

Michelle Hodges
Document Specialist
Division of Corporations

Letter Number: 500A00037377

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. EUREKA TELECOM, LLC (Name of foreign limited liability company)

2. DELAWARE (Jurisdiction under the law of which foreign limited liability company is organized) 3. 52-2247045 (FEI number, if applicable)

4. APRIL 19, 2000 (Date of Organization) 5. PERPETUAL (Duration: Year limited liability company will cease to exist or "perpetual")

6. Upon Qualification (Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.).

7. 270 MADISON AVE 6th FLOOR NEW YORK, NY 10016 (Street address of principal office)

8. If limited liability company is a manager-managed company, check here []

9. The usual business addresses of the managing members or managers are as follows: Eureka Broadband Corporation 270 MADISON AVE 6th FL New York NY 10016

FILED SECRETARY OF STATE DIVISION OF CORPORATIONS 00 JUL -5 PM 1:35

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida:

Broadband Telecommunications Service Provider David Ellen

Signature of a member or an authorized representative of a member. (In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

DAVID ELLEN Typed or printed name of signee

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Eureka Broadband, LLC

2. The name and the Florida street address of the registered agent and office are:

C T Corporation System

(Name)

c/o C T Corporation System, 1200 South Pine Island Road

Florida street address (P.O. Box NOT ACCEPTABLE)

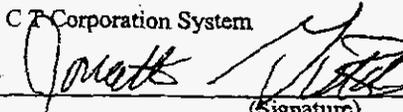
Plantation

FL 33324

City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

C T Corporation System



(Signature)

Jonathan R. Giddings
Assistant Secretary

- \$ 100.00 Filing Fee for Application
- \$ 25.00 Designation of Registered Agent
- \$ 30.00 Certified Copy (optional)
- \$ 5.00 Certificate of Status (optional)

**CERTIFICATE OF FORMATION
OF**

EUREKA TELECOM, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "Limited Liability Company") is:

Eureka Telecom, LLC

SECOND: The address of the registered office of the Limited Liability Company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, in the County of New Castle. The registered agent for service of process at such address is The Corporation Trust Company.

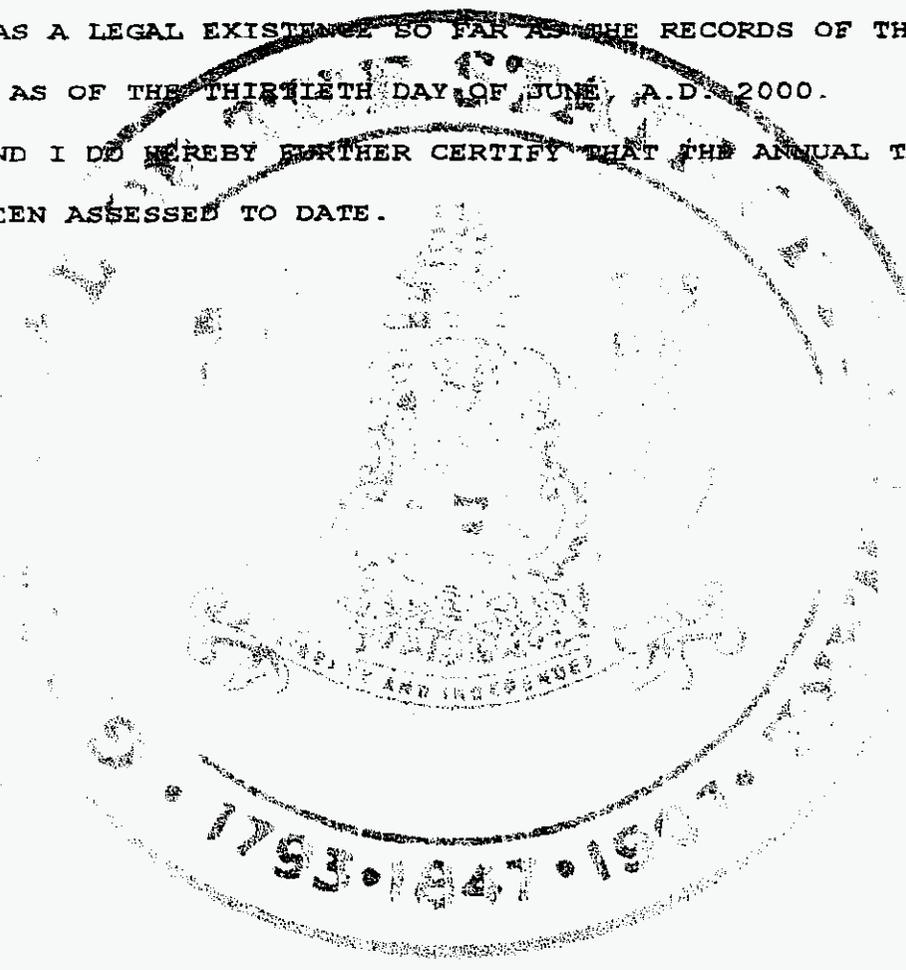
IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Eureka Telecom, LLC this 19th day of April, 2000.


Christopher Cano, Authorized Person

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EUREKA TELECOM, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF JUNE, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



Edward J. Freel

Edward J. Freel, Secretary of State 0535572

3215715 8300

001336513

AUTHENTICATION: 06-30-00

DATE:

State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "EUREKA TELECOM, LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF APRIL, A.D. 2000, AT 4 O'CLOCK P.M.



Edward J. Freel

Edward J. Freel, Secretary of State

3215715 8100

001201701

AUTHENTICATION: 0396171

DATE: 04-24-00