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March 5, 2010

**VIA OVERNIGHT DELIVERY &
ELECTRONICALLY**

Mr. Walter Thomas, Secretary
Alabama Public Service Commission
Rm. 850 RSA Building
100 N. Union Street
Montgomery, AL 36104

Re: Gulf Coast Home Phone Services, Inc.
Long Distance and Local Exchange Service

Dear Mr. Thomas:

Enclosed please find for filing an original and one (1) copy of Gulf Coast Home Phone Services, Inc.'s (Gulf Coast) Application for a Certificate of Public Convenience and Necessity to Provide Telecommunications Services within the State of Alabama. This filing has been electronically submitted on March 5, 2010 in PDF, text searchable format.

Gulf Coast's provision of telephone service in the State of Alabama will enhance the quality of service available to the general public. Gulf Coast will make available to the Alabama public telecommunications service that will be competitively priced. Furthermore, Gulf Coast has identified a potential customer base in the State of Alabama which will benefit from the provision of Gulf Coast's service offerings and granting of the requested certificate will be in the public interest.

I have also enclosed a check in the amount of \$100.00 payable to the Alabama Public Service Commission to cover the filing fee, as well as an extra copy of this letter to be date-stamped and returned to me in the enclosed preaddressed, postage prepaid envelope.



Alabama Public Service Commission
March 5, 2010
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If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,



Lance J.M. Steinhart
Attorney for Gulf Coast Home Phone Services, Inc.

Enclosures
cc: Kristen Soucy

SECTION I

GENERAL

I-1 Corporate Name: Gulf Coast Home Phone Services, Inc.

d/b/a (if applicable):

I-2 Street: 1201 Cardinal Road

City: Orlando State: Florida

County: Orange Country: United States of America

Zip: 32803

Telephone Number: (407) 443-7607

FAX Number: (352) 433-2161

Name of employee with authority to respond to Commission requests:

Financial/Annual Reports

Name: Kristen Soucy

Official Title: President

Direct Telephone Number: (407) 443-7607

FAX Number: (352) 433-2161

Email: Kristen@gulfcoasthomephoneservices.com

Tariff/Regulatory

Name: Kristen Soucy

Official Title: President

Direct Telephone Number: (407) 443-7607

FAX Number: (352) 433-2161

Email: Kristen@gulfcoasthomephoneservices.com

Primary Contact

Name: **Kristen Soucy**

Official Title: **President**

Direct Telephone Number: **(407) 443-7607**

FAX Number: **(352) 433-2161**

Email: **Kristen@gulfcoasthomephoneservices.com**

Other Contact

Name: **Kristen Soucy**

Official Title: **President**

Direct Telephone Number: **(407) 443-7607**

FAX Number: **(352) 433-2161**

Email: **Kristen@gulfcoasthomephoneservices.com**

- I-3 Types of services for which authority is requested (i.e. Local Exchange Service, Long Distance Interexchange Service, Long Distance Resale Service, Alternate Operator Services, Prepaid Service, etc.) Please include all services which the company intends to provide.

Applicant requests authority to provide Local Exchange Service, Long Distance Interexchange Service and Long Distance Resale Service

Indicate how service(s) will be provided (i.e. Facilities-Based, UNE-P, UNE)

InterLATA Toll Resale, Limited IntraLATA Toll Resale, Interexchange Service with limited IntraLATA Toll Authority, and Resold and Facilities-Based/UNE Local Exchange Service

- I-4 Attorney, if any: **Lance J.M. Steinhart**

Address: **1720 Windward Concourse, Suite 115**

City: **Alpharetta**

State: **Georgia**

Zip: **30005**

Telephone Number: **(770) 232-9200**

- I-5 Registered Agent in Alabama: **Incorp Services, Inc.**
Address: **2094 Myrtlewood Drive**
City: **Montgomery** State: **Alabama** Zip: **39111**
County: **Montgomery**
Telephone Number: **(800) 246-2677**
- I-6 Geographic area to be served: **Statewide**
- I-7 Anticipated date of service: **Upon Certification**
- I-8 States in which applicant is authorized to provide service: **None**
- I-9 States in which applicant is currently providing service: **None**
- I-10 Mechanism by which applicant intends to bill for services: **Applicant will direct bill customers utilizing real-time completed call detail information**

SECTION II
ORGANIZATION

II-1 Type of Organization:

- a. Individual ()
- b. Partnership ()
- c. Corporation (X)
- d. Other (Identify) Limited Liability Company ()

II-2 If a corporation:

- a. Attach a copy of articles of incorporation and current bylaws.
- b. Nonresident corporation attach a copy of Certificate of Authority issued by the Secretary of State showing corporation's authority to do business in Alabama.

II-3 If a partnership:

- a. Attach a copy of the partnership agreement.
- b. Attach a list showing name and address of all partners.

SECTION III

FINANCIAL

- III-1 Attach a current certified financial statement including balance sheet, income statement, cash flow statement, and statement of retained earnings (if applicable).

See copy of Financial Projection for 2010 and bank statement.

- III-2 Facilities, if any: **No Facilities planned in Alabama at this time.**

- a. Attach statement describing means or method by which facility will be financed.
(Attach copies of any agreements, commitments, or other evidence as to source and availability of capital funds.)
- b. Attach itemized estimated cost of proposed facilities.
- c. Attach itemized estimated operating expenses to be incurred in providing proposed service.

Upon initiation of service in Alabama, Gulf Coast Home Phone Services, Inc., (Gulf Coast) proposes to offer resold local exchange and interexchange services, and local services utilizing unbundled network elements purchased from facilities-based carriers. Such services will be provided by utilizing the facilities incumbent local exchange carriers ("LECs") and other facilities-based carriers. Gulf Coast seeks authority to provide all forms of local exchange and interexchange telecommunications services including:

Interexchange (switched and dedicated services):

- A. 1+ and 101XXXX outbound dialing;**
- B. 800/888 toll-free inbound dialing;**
- C. Calling cards; and**
- D. Data Services.**

Local Exchange:

- A. Local Exchange Services that will enable customers to originate and terminate local calls in the local calling area served by other LECs, including local dial tone and custom calling features.**
- B. Switched local exchange services, including basic service, trunks, carrier access, and any other switched local services that currently exist or will exist in the future.**
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.**
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.**
- E. Digital subscriber line, ISDN, and other high capacity line services.**

Gulf Coast seeks authority to provide local exchange services throughout the State primarily in the areas served by BellSouth Telecommunications, Inc. d/b/a AT&T Alabama. Applicant's local calling areas initially will coincide with the incumbent local exchange carrier's local calling areas.

The Company has no current plans to install facilities in the State of Alabama.

III-3 Provide a list of the number of prospective subscribers and estimated annual operating revenues.

Unknown at this time

III-4 Provide a description any proposed or existing agreement of interconnecting service between applicant and any other telecommunications company.

None at this time. Appropriate interconnection/resale agreements will be in place prior to the provision of service.

III-5 Provide a description any lease or rental contract concerning any property - (real and/or personal) possessed, controlled or occupied by applicant, or by any subsidiary to which applicant owns and in which he has a controlling interest, or any parent company of which he is a subsidiary.

None in the State of Alabama at this time.

III-6 If a subsidiary corporation, provide a list of the parent organization and submit a copy of most recent annual report.

None - No annual report, privately held

III-7 Attach statement that provides copy of three-year projected cash flow statement and/or market feasibility study.

Not available at this time.

SECTION IV
ENGINEERING

IV-1 Provide a statement that describes fully the facility to be provided by applicant for rendering the proposed service at each location, if applicable.

Please see answer to Section III-2 above.

IV-2 Provide a statement that describes transmission capabilities of applicant.

Please see answer to Section III-2 above.

IV-3 Attach a statement that provides the location of switching equipment: **No equipment located in Alabama at this time.**

SECTION V

LICENSES

- V-1 Attach a copy of each certificate, license or other operating authority applicable to Alabama issued to Applicant by any federal authority.

None

SECTION VI

TARIFFS

Each applicant shall file a proposed tariff as follows:

- VI-1 The tariff must provide services and descriptions, rates or charges, rules, and regulations proposed by the company for Commission approval.

(Refer to sample tariff at www.psc.state.al.us)

Proposed interexchange and local exchange tariffs are attached hereto as Attachment 4.

- VI-2 The tariff must enumerating and define the classifications of service available to subscribers. Attach a copy of the proposed form of contract governing service to be furnished by applicant to its subscribers.

A copy of the company's proposed form of customer agreement is attached.

VI-3 Requirements as to size, form identification, and filing of tariffs.

- a. All tariffs including maps shall be in loose leaf form of size eight and one-half inches by eleven inches and shall be plainly printed or reproduced on paper of good quality.
- b. A margin of not less than three-fourths inch without any printing thereon, shall be allowed at the binding edge of each tariff sheet.
- c. Tariff sheets are to be numbered consecutively by section, sheet, and revision number. Each sheet shall show an issue date, effective date, a revision number, section number, sheet number, name of the company, and the name of the tariff and title of the section in a consistent manner.
- d. An official tariff filing (original plus ten copies) shall be made to the Alabama Public Service Commission:

Overnight Delivery Address:

Secretary
Alabama Public Service Commission
RSA Building
100 N. Union Street, Suite 850
Montgomery, Alabama 36104

NOTE: Applicants can elect to file an electronic copy of the application and tariff. Prior to submitting the tariff, contact Secretary's Office at 334-242-5218 to obtain approval/authorization.

Secretary
Alabama Public Service Commission
P.O. Box 304260
Montgomery, Alabama 36130-4260

SECTION VII

REPRESENTATION

Applicant's Attorney or Representative:

Name: **Lance J.M. Steinhart**

Address: **1720 Windward Concourse, Suite 115**

City: **Alpharetta** State: **GA** Zip **30005**

Telephone Number: **770-232-9200**

Applicant understands that the filing of this application does not constitute nor guarantee operating authority. Applicant will submit any additional materials as required by the Commission. Applicant will also file annual/financial reports and pay annual inspection and supervision fees as required under Section 37-2-41, Code of Alabama 1975.

OATH

State of Florida

County of Orange

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Kristen Soucy, who first being duly sworn, deposes and states that he/she is the President of Gulf Coast Home Phone Services, Inc.. Applicant in this application, that he/she has read the same and knows the contents thereof, and that the statements made herein are true to the best of his/her knowledge and belief.

Kristen Soucy
President

Subscribed and sworn before me, this
17th day of Dec, 2009.

Rae E. Payne

(SEAL)

My Commission Expires:



RAE E. PAYNE
MY COMMISSION # DD 695337
EXPIRES: February 24, 2011
Bonded Thru Budget Notary Services

LIST OF ATTACHMENTS

ATTACHMENT 1	ARTICLES OF INCORPORATION & BYLAWS
ATTACHMENT 2	CERTIFICATE OF AUTHORITY
ATTACHMENT 3	FINANCIAL INFORMATION
ATTACHMENT 4	INTEREXCHANGE & LOCAL TARIFFS
ATTACHMENT 5	CUSTOMER AGREEMENT

ATTACHMENT 1

ARTICLES OF INCORPORATION & BYLAWS



August 6, 2009

FLORIDA DEPARTMENT OF STATE
Division of Corporations

GULF COAST HOME PHONE SERVICES, INC.
1201 CARDINAL ROAD
ORLANDO, FL 32803

The Articles of Incorporation for GULF COAST HOME PHONE SERVICES, INC. were filed on August 5, 2009, and assigned document number P09000066509. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H09000176669.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-4933 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

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

Should you have questions regarding corporations, please contact this office at (850) 245-6962.

Valerie Herring
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 909A00026956

P.O BOX 6327 - Tallahassee, Florida 32314



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GULF COAST HOME PHONE SERVICES, INC., a Florida corporation, filed on August 5, 2009, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H09000176669. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is P09000066509.

Authentication Code: 909A00026956-080609-P09000066509-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Sixth day of August, 2009

Kurt S. Browning
Secretary of State

**ARTICLES OF INCORPORATION
OF
GULF COAST HOME PHONE SERVICES, INC.**

The undersigned, acting as incorporator of this Corporation pursuant to Chapter 607 of the Florida Statutes, hereby forms a corporation for profit under the laws of the State of Florida and adopts the following Articles of Incorporation for such Corporation:

ARTICLE I - NAME OF CORPORATION

The name of this Corporation shall be Gulf Coast Home Phone Services, Inc.

ARTICLE II - PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office of this Corporation shall be located at 1201 Cardinal Road, Orlando, Florida 32803. The mailing address of the Corporation shall be 1201 Cardinal Road, Orlando, Florida 32803.

ARTICLE III - CAPITAL STOCK

The maximum number of shares of capital stock that this Corporation is authorized to issue and have outstanding at any one time is one thousand (1,000) shares of common stock having a par value of One Dollar (\$1.00) per share.

**ARTICLE IV - INITIAL REGISTERED OFFICE
AND REGISTERED AGENT**

The initial street address of the registered office of this Corporation in the State of Florida shall be 1201 Cardinal Road, Orlando, Florida 32803. The Board of Directors may from time to time move the registered office to any other address in Florida. The name of the initial registered agent of this Corporation at that address is Kristen Soucy. The Board of Directors may from time to time designate a new registered agent.

00497851v1

ARTICLE V - INCORPORATOR

The name and address of the incorporator of this Corporation are:

Kristen Soucy 1201 Cardinal Road
Orlando, Florida 32803

ARTICLE VI - INITIAL BOARD OF DIRECTORS

- A. The initial number of directors of this Corporation shall be one (1).
- B. The number of directors may be increased or decreased from time to time in accordance with the Bylaws of this Corporation, but shall never be less than one (1).
- C. The name and address of the initial member of the Board of Directors, who shall hold office for the first year of existence of this Corporation or until her successor is elected or appointed and has qualified, are:

Kristen Soucy 1201 Cardinal Road
Orlando, Florida 32803

ARTICLE VII - PURPOSE

The general purpose for which this Corporation is organized shall be to conduct and transact any and all lawful business authorized or not prohibited by Chapter 607 of the Florida Statutes, as the same may be from time to time amended.

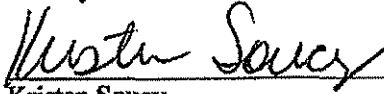
ARTICLE VIII - INDEMNIFICATION

This Corporation shall indemnify any officer or director, or any former officer or director, to the full extent permitted by law.

ARTICLE IX - DATE OF EXISTENCE

This Corporation shall exist perpetually, commencing on the date of filing of these Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned incorporator has made and subscribed these
Articles of Incorporation this 5th day of August, 2009.


Kristen Soucy

Having been named as registered agent for the above mentioned Corporation, at the place designated in the foregoing Articles of Incorporation, I hereby accept such designation and agree to act in such capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties as registered agent. I am familiar with, and accept the duties and obligations of, Section 607.0505 of the Florida Statutes.


Kristen Soucy

Date: August 5th, 2009

BYLAWS
OF
GULF COAST HOME PHONE SERVICES, INC.

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BYLAWS
OF
GULF COAST HOME PHONE SERVICES, INC.

ARTICLE I - OFFICES

SECTION 1.01. **REGISTERED OFFICE.** The registered office of the corporation shall be as provided in the Articles of Incorporation, or such other location as may be determined from time to time by the Board of Directors.

SECTION 1.02. **OTHER OFFICES.** The corporation may also have offices at such other places, both within and without the State of Florida, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II - SHAREHOLDERS

SECTION 2.01. **PLACE OF MEETINGS.** Meetings of shareholders shall be held at the date, time and place, within or without the State of Florida, stated in the notice of meeting or in a waiver of notice. If no place of meeting is stated in the notice of meeting or in a waiver of notice, the meeting shall be held at the corporation's principal office.

SECTION 2.02. **ANNUAL MEETINGS.** An annual meeting of the shareholders, commencing with the year 2010, shall be held during the month of August, on a day selected by the Board of Directors. At the meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

SECTION 2.03. **SPECIAL MEETINGS.** Special meetings of the shareholders shall be held when called by the President or the Board of Directors, or when requested in writing by the holders of not less than ten percent (10%) of all of the issued and outstanding shares entitled to vote at such meetings. Any written request for a special meeting by the holders of the requisite number of issued and outstanding shares as prescribed in this Section 2.03 shall be signed, dated, and delivered to the corporation's Secretary, and shall describe the purpose or purposes for which such special meeting is to be held.

SECTION 2.04. **NOTICE.** Written notice setting forth the date, time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at the meeting; provided, however, that in the event the corporation is required by law to give notice to persons other than the shareholders entitled to vote at the meeting, the corporation shall give

notice to such persons in accordance with the provisions of this Section 2.04. Notwithstanding the foregoing, no notice of a shareholders' meeting need be given to a shareholder if either of the following have been sent by first-class United States mail, addressed to such shareholder at such shareholder's address as it appears on the stock transfer books of the corporation, and has been returned undelivered to the corporation: (a) an annual report and proxy statement for two (2) consecutive annual meetings of the shareholders; or (b) all, and at least two (2), checks in payment of dividends or interest on securities during a twelve (12) month period. The obligation of the corporation to give notice of a shareholders' meeting to any such shareholder shall, however, be reinstated once the corporation has received a new address for such shareholder for entry on its stock transfer books.

If notice is mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to a shareholder at such shareholder's address as it appears on the stock transfer books or other records of the corporation, with postage prepaid.

Notice of a meeting of the shareholders need not be given to any shareholder who signs a waiver of notice either before or after the meeting. The attendance of a shareholder at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which such meeting has been called or convened, except when a shareholder objects at the beginning of the meeting to holding the meeting or transacting business at the meeting. Additionally, the attendance of a shareholder at a meeting shall constitute a waiver to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when such matter is presented for consideration.

SECTION 2.05. NOTICE OF ADJOURNED MEETINGS. When a meeting of the shareholders is adjourned to a different date, time or place, it shall not be necessary to give any notice of the new date, time or place of such meeting, if the new date, time or place of such meeting is announced at such meeting before an adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of such meeting. If a new record date for the adjourned meeting is or must be fixed in accordance with Section 2.06 hereof, however, notice of the adjourned meeting shall be given as provided in Section 2.04 hereof to persons who are shareholders as of the new record date and who are entitled to notice of such meeting.

SECTION 2.06. FIXING RECORD DATE. For purposes of determining the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or take any other action, the Board of Directors may fix in advance a date as the record date for any such determination; provided, however, that in no event shall the record date fixed by the Board of Directors be more than seventy (70) days before the meeting or action requiring a determination of shareholders, or a date preceding the date upon which the resolution fixing the record date is adopted.

If not otherwise fixed by resolution of the Board of Directors, the record date for determining shareholders entitled to demand a special meeting is the date the first shareholder delivers such shareholder's demand to the corporation.

If not otherwise fixed by the Board of Directors, where no prior action is required by the Board of Directors, the record date for determining shareholders entitled to take action without a meeting is the date the first signed written consent is delivered to the corporation pursuant to Section 2.12 hereof. If a record date has not been fixed by the Board of Directors, but prior action is required by the Board of Directors, the record date for determining shareholders entitled to take action without a meeting is at the close of business on the date on which the Board of Directors adopts a resolution taking such prior action.

If not otherwise fixed by the Board of Directors, the record date for determining shareholders entitled to notice of and to vote at an annual or special shareholders' meeting is the close of business on the day before the first notice is delivered to the shareholders.

A determination of a record date pursuant to this Section 2.06 shall be effective for any adjournment of a meeting, unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting. In the event that a court of competent jurisdiction orders a meeting adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting, such court may provide that the original record date continues in effect or it may fix a new record date.

SECTION 2.07. VOTING LIST. After a record date has been fixed in accordance with the provisions of Section 2.06 hereof, the corporation shall prepare an alphabetical list of the names of all of its shareholders that are entitled to notice of a shareholders' meeting arranged by voting group with the address of each shareholder, and the number and class and series, if any, of shares held by each such shareholder.

The list of shareholders shall be available for inspection by any shareholder for a period of ten (10) days prior to the meeting or such shorter time as may exist between the record date and the date of the meeting and continuing through the meeting, at the corporation's principal office, at a place identified in the meeting notice in the city where the meeting will be held or at the office of the corporation's transfer agent or registrar. A shareholder or a shareholder's agent or attorney shall be entitled on written demand to inspect such list, subject to the provisions of Section 6.02 hereof, during normal business hours and at such shareholder's expense during the period the list of shareholders is available for inspection by the shareholders under these Bylaws.

The corporation shall make the list of shareholders available at the shareholders' meeting, and any shareholder or such shareholder's agent or attorney shall be entitled to inspect the list of shareholders at any time during the meeting or any adjournment of such meeting.

The list of shareholders shall be prima facie evidence of the identity of the shareholders entitled to examine such list or to vote at a meeting of the shareholders.

In the event there has been a failure to substantially comply with the provisions of this Section 2.07, or if the corporation refuses to allow a shareholder or a shareholder's agent or attorney to inspect the list of shareholders before or at the meeting as provided in this Section 2.07, such meeting shall be adjourned until such requirements are met on the demand of any

shareholder in person or by proxy who failed to get such access, or, if such meeting is not adjourned after such a demand has been made and such requirements are not met, the circuit court of the circuit where the corporation's principal office (or, if none in this state, its registered office) is located, on application of any shareholder, may summarily order the inspection or copying at the corporation's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.

Notwithstanding anything contained in this Section 2.07 to the contrary, the refusal or failure to comply with the requirements of this Section 2.07 shall not affect the validity of any action taken at such meeting.

SECTION 2.08. SHAREHOLDER QUORUM AND VOTING; GREATER OR LESSER VOTING REQUIREMENTS. A majority of the issued and outstanding shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. When a specified item of business is required to be voted on by a class or series of stock, a majority of the shares of such class or series shall constitute a quorum for the transaction of such item of business by that class or series.

Any amendment to the Articles of Incorporation that adds, changes or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter thereof shall be the act of the shareholders unless otherwise provided by law.

After a quorum has been established at a shareholders' meeting, the subsequent withdrawal of shareholders so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

SECTION 2.09. VOTING OF SHARES. Except as otherwise provided by law, each outstanding share, regardless of class, shall entitle the owner thereof to one vote on each matter submitted to a vote at a meeting of shareholders.

A shareholder, other person entitled to vote on behalf of a shareholder pursuant to Section 607.0721 of the Florida Statutes, or a shareholder's attorney-in-fact, may vote either in person or by proxy in accordance with the provisions of Section 2.10 hereof.

At each election of directors, every shareholder of record shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected at that time and for whose election such shareholder has a right to vote. There shall be no cumulative voting for the election of directors.

SECTION 2.10. PROXIES. A shareholder, other person entitled to vote on behalf of a shareholder pursuant to Section 607.0721 of the Florida Statutes, or a shareholder's attorney-in-

fact, may vote such shareholder's shares either in person or by proxy as provided in this Section 2.10.

A shareholder may appoint a proxy to vote or otherwise act for such shareholder by signing an appointment form either personally or by such shareholder's attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable by the shareholder, except where the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

The authority of the holder of a proxy to act shall not be revoked by the incapacity or death of the shareholder who executed the proxy unless, before the authority is exercised, notice of such death or incapacity is received by the secretary of the corporation or other officer or agent authorized to tabulate votes.

If a proxy for the same shares confers authority upon two or more persons and does not otherwise provide, a majority of them present at the meeting, or if only one is present, then that one, may exercise all the powers conferred by the proxy; but if the proxy holders present at the meeting are equally divided as to the right and manner of voting in any particular case, the voting of such shares shall be equally divided among such proxies.

If the appointment form expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place.

SECTION 2.11. SHAREHOLDERS' AGREEMENTS. Agreements among the shareholders of the corporation or between the corporation and its shareholders may include the following as valid matters of contract: reasonable restrictions upon the transferability or assignment of the shares of stock of the corporation; obligations or first refusal rights, to redeem or purchase shares of stock of the corporation prior to a transfer or assignment of such shares; and the manner in which shareholders of the corporation will vote their shares of stock of the corporation; provided, however, that such agreements shall be made in accordance with the provisions of Sections 607.0731 and 607.0627 of the Florida Statutes. Copies of any stock restriction agreement between the corporation and its shareholders shall be maintained at the principal office of the corporation and shall be open to inspection by any shareholders of the corporation or any party to the agreement during normal business hours.

SECTION 2.12. ACTION BY SHAREHOLDERS WITHOUT A MEETING. Any action required or permitted to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote if the action is taken by the holders of outstanding stock of each voting group entitled to vote thereon having not less than the minimum number of votes with respect to each voting group that would be necessary to authorize or take such action at a meeting at which all voting groups and shares entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving shareholders having the requisite number of votes of each voting group entitled to vote thereon, and delivered to the corporation by delivery to its principal office in this state, its principal place of business,

the corporate secretary, or other officer or agent of the corporation having custody of the corporation's minute books. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the date of the earliest dated written consent delivered in the manner required by this Section 2.12, written consents signed by the number of holders required to take action is delivered to the corporation by delivery as set forth in this Section 2.12.

Any written consent may be revoked prior to the day the corporation receives the required number of written consents to authorize the proposed action provided that such revocation is in writing and received by the corporation as provided in this Section 2.12.

The Corporation shall, within ten (10) days after obtaining authorization by written consent of the shareholders, send notice to those shareholders who have not consented in writing to such action or who are not entitled to vote on such action. Such notice shall fairly summarize the material features of the authorized action and, if the action is such that dissenters' rights are provided under law, the notice shall contain a clear statement of the right of shareholders dissenting from the proposed actions to be paid the fair value of their shares upon compliance with the provisions of the law regarding the rights of dissenting shareholders.

In the event the action to which the shareholders consent is such that a certificate would be required to be filed under applicable law, if such action had been voted on by shareholders at a meeting thereof, the certificate to be filed under applicable law shall state that written consent has been given in accordance with the provisions of Section 607.0704 of the Florida Statutes.

The written consent of the shareholders consenting to an action pursuant to this Section 2.12 or the written reports of inspectors appointed to tabulate such written consents, shall be filed with the minutes of proceedings filed with the corporation.

ARTICLE III - DIRECTORS

SECTION 3.01. MANAGEMENT. All corporate power shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the corporation's Board of Directors.

SECTION 3.02. QUALIFICATION. Directors must be natural persons who are eighteen (18) years of age or older but need not be residents of this state or shareholders or employees of the corporation.

SECTION 3.03. COMPENSATION. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as a director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore. Members of any Executive Committee or special or standing committees may, by resolution of the Board of Directors, be allowed like compensation for attending committee meetings. In the absence of a resolution of the Board of Directors authorizing the reimbursement of expenses or the payment

of fees or salaries, the directors and members of any Executive Committee and special committees shall serve as such without compensation.

SECTION 3.04. VACANCIES. Any vacancy occurring on the Board of Directors, including a vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board. A director elected to fill a vacancy shall hold office only until the next election of directors by the shareholders.

SECTION 3.05. PLACE OF MEETINGS. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Florida.

SECTION 3.06. REGULAR ANNUAL MEETING. A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders of the corporation as prescribed in Section 2.02 of these Bylaws.

SECTION 3.07. REMOVAL OF DIRECTORS. At a meeting of shareholders called expressly for the purpose of removing one or more directors, any director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors. If a director was elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove such director.

SECTION 3.08. QUORUM AND VOTING. A majority of the number of directors shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum exists shall be the act of the Board of Directors.

SECTION 3.09. DUTIES OF DIRECTORS. A director shall discharge such director's duties as a director, including duties as a member of any committee of the Board on which such director may serve, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner such director reasonably believes to be in the best interests of the corporation.

In performing his or her duties, a director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by:

- (a) one or more officers or employees of the corporation whom such director reasonably believes to be reliable and competent in the matters presented;
- (b) legal counsel, public accountants or other persons as to matters such director reasonably believes are in such person's professional or expert competence; or
- (c) a committee of the Board of Directors of which such director is not a member if such director reasonably believes such committee merits confidence.

In discharging his or her duties, a director may consider such factors as the director deems relevant, including the long-term prospects and interests of the corporation and its shareholders, and the social, economic, legal or other effects of any action on the employees, suppliers, customers of the corporation or its subsidiaries, the communities and society in which the corporation or its subsidiaries operate, and the economy of the state and the nation.

A director shall not be deemed to be acting in good faith if such director has knowledge concerning the matter in question that makes reliance on the information, opinions, reports or statements, including financial statements and other financial data, of others, as described in this Section 3.09, unwarranted.

A director shall not be liable for any action taken as a director, or any failure to take any action, if such director has performed the duties of his or her office in compliance with the provisions of this Section 3.09.

SECTION 3.10. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the Board of Directors or a committee of the Board of Directors where corporate action is taken is deemed to have assented to the action taken at such meeting unless such director objects at the beginning of the meeting (or promptly upon his arrival) to holding such meeting or transacting specified business at such meeting or such director votes against or abstains from the action taken.

SECTION 3.11. NUMBER OF DIRECTORS. The initial number of directors of the corporation shall be one (1). The number of directors may be increased or decreased from time to time by resolution of a majority of the Board of Directors or by resolution of the shareholders at any meeting thereof; provided, however, that the Board of Directors shall consist of not less than one (1) director and no decrease in the number of directors shall have the effect of shortening the term of an incumbent director.

SECTION 3.12. ELECTION AND TERM. Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office until the first annual meeting of the shareholders, and until his or her successor shall have been elected and qualified or until his or her earlier resignation, removal from office or death.

At the first annual meeting of the shareholders and at each annual meeting thereafter, the shareholders shall elect the directors to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which such director is elected and until his or her successor shall have been elected and qualified or until such director's earlier resignation, removal from office or death.

SECTION 3.13. NOTICE OF MEETINGS. Regular meetings of the Board of Directors may be held without notice of the date, time, place or purpose of the meeting. Written notice of the date, time and place of special meetings of the Board of Directors shall be given to each director at least two (2) days before the meeting.

Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which the meeting has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

The purpose of any regular or special meeting of the Board of Directors need not be specified in the notice or waiver of notice of such meeting.

A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

Meetings of the Board of Directors may be called by the chairman of the Board of Directors, by the President of the corporation or, if the number of directors shall be more than two (2) at such time, by any two (2) directors.

SECTION 3.14. ACTION WITHOUT A MEETING. Any action required or permitted by the Articles of Incorporation, these Bylaws or applicable law to be taken at a Board of Directors meeting or a committee meeting, may be taken without a meeting if the action is taken by all members of the Board or Directors or of such committee. Such action must be evidenced by one or more written consents describing the action taken and signed by each director or committee member.

Action taken under this Section 3.14 shall be effective when the last director signs the consent, unless the consent specifies a different effective date.

A consent signed under this Section 3.14 has the same effect as a meeting vote and may be described as such in any document.

SECTION 3.15. TELEPHONE AND SIMILAR MEETINGS. The directors may participate in, and hold meetings by means of, conference telephone or similar communications equipment such that all persons participating in the meeting can hear each other. A director participating in a meeting by such means shall be deemed to be present in person at such meeting.

SECTION 3.16. DIRECTOR CONFLICTS OF INTEREST. No contract or other transaction between the corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest because such director or directors are present at the meeting of the Board of Directors or a

committee thereof which authorizes, approves, or ratifies such contract or transaction, or because such director's or directors' votes are counted for such purposes, provided:

(a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested director or directors; or

(b) the fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and the shareholders authorize, approve or ratify such contract or transaction by a vote or written consent; or

(c) the contract or transaction is fair and reasonable as to the corporation at the time it is authorized by the Board of Directors, a committee, or the shareholders.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof, which authorizes, approves or ratifies such contract or transaction.

A conflict of interest transaction is authorized, approved or ratified by the shareholders if such conflict of interest transaction receives the vote of a majority of the shares entitled to be counted under this Section 3.16. Shares owned by or voted under the control of the director who has a relationship or interest in the transaction may not be counted in a vote of shareholders to determine whether to authorize, approve or ratify a conflict of interest transaction. The vote of such shares, however, shall be counted in determining whether the transaction is approved for other purposes. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this Section 3.16 constitutes a quorum for the purpose of taking action hereunder.

SECTION 3.17. EXECUTIVE AND OTHER COMMITTEES. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except that no such committee shall have the authority to:

(a) approve or recommend to shareholders actions or proposals required by law to be approved by the shareholders;

(b) fill vacancies on the Board of Directors or any committee thereof;

(c) adopt, amend or repeal the Bylaws;

(d) authorize or approve the reacquisition of shares unless pursuant to a general formula or method specified by the Board of Directors; or

(e) authorize or approve the issuance or sale or contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of the voting group, except that the Board of Directors may authorize a committee (or a senior executive officer of the corporation) to do so within limits specifically prescribed by the Board of Directors.

The provisions of these Bylaws governing meetings, notice, waiver of notice and quorum and voting requirements for the Board of Directors shall also apply to executive and other committees and their members.

Each committee established pursuant to this Section 3.17 must have two (2) or more members who shall serve at the pleasure of the Board of Directors. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate one (1) or more directors as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee.

Neither the designation of any executive or other committee pursuant to this Section 3.17, the delegation thereto of authority, nor action by such committee pursuant to such authority, shall alone constitute compliance by any member of the Board of Directors who is not a member of such committee with such director's responsibility to act in good faith, in a manner such director reasonably believes is in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

ARTICLE IV - OFFICERS

SECTION 4.01. OFFICERS. The officers of the corporation shall consist of a President and a Secretary, and may also consist of one or more Vice-Presidents, a Treasurer, one or more Assistant Secretaries or Treasurers and such other officers as the Board of Directors may from time to time consider necessary for the proper conduct of the business of the corporation. The same person may simultaneously hold more than one office.

SECTION 4.02. ELECTION, TERM OF OFFICE AND QUALIFICATION. Each officer shall be elected by the Board of Directors. Each such officer (whether elected at an annual meeting of the Board of Directors or to fill a vacancy or otherwise) shall hold his or her office until the next annual meeting of the Board of Directors and until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal.

SECTION 4.03. RESIGNATIONS. An officer may resign at any time by delivering written notice to the corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the corporation accepts the future effective date, the Board of Directors of the corporation may fill the pending vacancy before the effective date if the Board of Directors provides the successor does not take office until such effective date.

SECTION 4.04. REMOVAL. The Board of Directors may remove any officer at any time with or without cause.

SECTION 4.05. VACANCIES. Any vacancy in any office occurring by reason of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office.

SECTION 4.06. CONTRACT RIGHTS. The appointment of an officer does not itself create contract rights. An officer's removal does not affect the officer's contract rights, if any, with the corporation, nor does an officer's resignation affect the corporation's contract rights, if any, with such officer.

SECTION 4.07. PRESIDENT. The President shall be the chief executive officer of the corporation, shall have authority over the general and active management of the business and affairs of the corporation subject to the direction of the Board of Directors, and shall preside at all meetings of the shareholders, Board of Directors, and executive or other committees as established by the Board of Directors under the provisions of these Bylaws.

SECTION 4.08. VICE PRESIDENT. The Vice President, if one is elected, shall serve as assistant to the President and shall perform such other duties and have such other authority and power as may be prescribed from time to time by the Board of Directors or the President. In the absence or disability of the President, the Vice President shall perform the duties and have the authority and the power of the President.

SECTION 4.09. SECRETARY. The Secretary shall be responsible for the custody and maintenance of all corporate records except the financial records, shall record the minutes of all meetings of the shareholders, Board of Directors, and executive and other committees, if any, shall send out all notices of meetings where required under these Bylaws or otherwise required by law, and shall perform such other duties and have such other authority and power as may be prescribed from time to time by the Board of Directors or the President.

SECTION 4.10. ASSISTANT SECRETARY. The Assistant Secretary, if any, shall, in the absence or disability of the Secretary, perform the duties and have the authority and exercise the powers of the Secretary. The Assistant Secretary shall perform such other duties and have such other authority and power as may be prescribed from time to time by the Board of Directors or the President.

SECTION 4.11. TREASURER. The Treasurer, if any, shall have custody of all corporate funds and financial records, shall keep full and accurate records of receipts and disbursements and render accounts thereof whenever required by the Board of Directors or by the President, and shall perform such other duties and have such other authority and power as may be prescribed from time to time by the Board of Directors or the President.

SECTION 4.12. ASSISTANT TREASURER. The Assistant Treasurer, if any, shall, in the absence or disability of the Treasurer, perform the duties and have the authority and exercise the powers of the Treasurer. The Assistant Treasurer shall perform such other duties and have such other authority and power as may be prescribed from time to time by the Board of Directors or the President.

SECTION 4.13. COMPENSATION. The determination of compensation to be paid to the officers of the corporation shall be made by the Board of Directors, or if authorized by resolution of the Board of Directors, by the President.

ARTICLE V - STOCK CERTIFICATES

SECTION 5.01. ISSUANCE. The Board of Directors of the corporation may authorize shares of the corporation to be issued for the consideration set forth in Section 5.03 hereof. All shares of the corporation issued to shareholders must be represented by certificates in the form prescribed in Section 5.02 hereof.

SECTION 5.02. FORM AND CONTENT OF CERTIFICATES. Every certificate representing shares issued by the corporation shall state the following:

- (a) the name of the corporation and that it is organized under the laws of the State of Florida;
- (b) the name of the person to whom the stock certificate is issued; and
- (c) the number and class of shares and the designation of the series, if any, the stock certificate represents.

If the corporation is authorized to issue different classes of shares or different series within a class, the designation, relative rights, preferences, and limitations applicable to each class and the variations and rights, preferences, and limitations determined for each series (and the authority of the Board of Directors to determine variations for future series) shall be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the corporation will furnish to the shareholder a full statement of this information on request and without charge.

Every certificate representing shares issued by the corporation must be signed by the President and the Secretary or the Assistant Secretary of the corporation and may bear the corporate seal. In the event any officer who signed a certificate no longer holds office when the certificate is issued, the certificate shall nevertheless be valid.

Every certificate representing shares which are restricted as to their sale, disposition or other transfer shall conspicuously state on the front or back of the stock certificate that such shares are so restricted and shall set forth or fairly summarize upon the certificate, or shall state that the corporation will furnish to any shareholder upon request and without charge, a full statement of such restrictions.

SECTION 5.03. CONSIDERATION. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the corporation, including cash, promissory notes, services performed, promises to perform services evidenced by a written contract, or other securities of the corporation.

Prior to the issuance of shares of the corporation, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The determination made by the Board of Directors shall be conclusive insofar as the adequacy of consideration for the issuance of shares relates to whether the shares are validly issued, fully paid, and non-assessable. When it cannot be determined that outstanding shares are fully paid and non-assessable, there shall be a conclusive presumption that such shares are fully paid and non-assessable if the Board of Directors makes a good faith determination that there is no substantial evidence that the full consideration for such shares has not been paid.

When the corporation receives the consideration for which the Board of Directors authorized the issuance of such shares, the shares issued therefore shall be fully paid and non-assessable. Consideration in the form of a promise to pay money or the promise to perform services is deemed received by the corporation at the time of the making of the promise, unless the agreement specifically provides otherwise.

The corporation may place in escrow shares issued for a contract for future services or benefits or a promissory note, or make other arrangements to restrict the transfer of such shares, and make credit distributions in respect of such shares against their purchase price, until the services are performed, the promissory note is paid, or the benefits are received. If the services are not performed, the shares escrowed or restricted and the distributions credited may be canceled in whole or part.

SECTION 5.04. LOST, STOLEN, OR DESTROYED CERTIFICATES. The corporation shall issue a new stock certificate in place of any certificate for shares previously issued if the holder of record of the certificate:

- (a) makes proof in affidavit form that such certificate has been lost, destroyed or wrongfully taken;
- (b) requests the issuance of a new certificate before the corporation has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; and
- (c) satisfies any other reasonable requirements imposed by the corporation.

ARTICLE VI - BOOKS AND RECORDS

SECTION 6.01. CORPORATE RECORDS. The corporation shall keep as permanent records, minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by its shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the corporation. Additionally, the corporation shall maintain accurate accounting records.

The corporation or its agents shall maintain a record of its shareholders in a form that permits preparation of a list of the names and addresses of all shareholders in alphabetical order by class of shares showing the number and series of shares held by each.

The corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

The corporation shall keep a copy of the following records:

(a) its Articles or Restated Articles of Incorporation and all amendments to the Articles or Restated Articles of Incorporation currently in effect;

(b) its Bylaws or Restated Bylaws and all amendments to the Bylaws or Restated Bylaws currently in effect;

(c) resolutions adopted by the Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding;

(d) the minutes of all shareholders' meetings and records of all actions taken by shareholders without a meeting for the past three (3) years;

(e) written communications to all shareholders generally or all shareholders of a class or series within the past three (3) years, including the financial statements furnished to the shareholders for the past three (3) years as required under Section 6.03 hereof;

(f) a list of the names and business street addresses of its current directors and officers; and

(g) the most recent annual report of the corporation delivered to the Florida Department of State as required under Section 607.1622 of the Florida Statutes.

SECTION 6.02. SHAREHOLDERS' INSPECTION RIGHTS. Any shareholder of the corporation shall be entitled to inspect and copy, during regular business hours at the corporation's principal office, the corporate records of the corporation as set forth in subsections 6.01(a) through 6.01(f) above, if such shareholder gives the corporation written notice of his demand at least five (5) business days before the date on which such shareholder desires to inspect and copy the corporate records of the corporation.

Any shareholder of the corporation shall be entitled to inspect and copy, during regular business hours at a reasonable location specified by the corporation, the records of the corporation set forth in subsections 6.02(a) through 6.02(d) below, if such shareholder's demand for inspection is made in good faith and for a proper purpose, the shareholder describes with reasonable particularity such shareholder's purpose and the records such shareholder desires to inspect, the records are directly connected with such purpose and such shareholder gives the corporation written notice of such shareholder's demand at least five (5) business days before the date on which such shareholder desires to inspect and copy such corporate records:

(a) excerpts from minutes of any meeting of the Board of Directors, records of any actions of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the corporation, minutes of any meeting of the shareholders, and records

of actions taken by the shareholders or Board of Directors without a meeting, to the extent not otherwise subject to inspection as set forth above in this Section 6.02;

- (b) accounting records of the corporation;
- (c) the record of shareholders; and
- (d) any other books and records of the corporation.

Any shareholder of the corporation shall be entitled to inspect and copy, during regular business hours at a reasonable location within the State of Florida specified by the corporation, a copy of the Bylaws or Restated Bylaws and all amendments to the Bylaws or the Restated Bylaws of the corporation currently in effect and a list of the names and business street addresses of the corporation's current directors and officers if such shareholder gives the corporation written notice of such shareholder's demand at least fifteen (15) business days before the date on which such shareholder desires to inspect and copy such corporate records.

This Section 6.02 shall not affect: the right of any shareholder to inspect and copy records under Section 2.07 hereof; the right of a shareholder to inspect and copy records to the same extent as any other litigant if the shareholder is in litigation with the corporation; or the power of a court to compel the production of corporate records for examination.

The corporation shall have the right to deny any demand for inspection requiring the shareholder to have a proper purpose to inspect and copy the corporate records, if the shareholder's demand is made for an improper purpose, or if the demanding shareholder has within two (2) years preceding such shareholder's demand sold or offered for sale any list of shareholders of the corporation or any other corporation, has aided or abetted any person in procuring any list of shareholders for any such purpose, or has improperly used any information secured through any prior examination of the records of the corporation or any other corporation.

SECTION 6.03. FINANCIAL INFORMATION. Unless modified by resolution of the shareholders within one hundred twenty (120) days after the close of each fiscal year of the corporation, the corporation shall furnish to its shareholders annual financial statements which may be consolidated or combined statements of the corporation and one or more of its subsidiaries, as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for such year, and a statement of cash flows for such year. If the financial statements of the corporation are prepared on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on such basis.

If the annual financial statements of the corporation are reported upon by a public accountant, the public accountant's report must accompany the annual financial statements. If the annual financial statements are not reported upon by a public accountant, the annual financial statements must be accompanied by a statement of the President or the Treasurer of the corporation:

(a) stating such officer's reasonable belief whether such statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and

(b) describing in what respects the statements were not prepared on a basis of accounting consistent with the statements prepared for the immediately preceding year.

The corporation shall mail the annual financial statements to each shareholder within one hundred twenty (120) days after the close of each fiscal year of the corporation or within such additional time thereafter as is reasonably necessary to enable the corporation to prepare its financial statements if, for reasons beyond the corporation's control, it is unable to prepare its financial statements within the prescribed period. Thereafter, on written request from a shareholder who was not mailed the annual financial statements of the corporation, the corporation shall mail such shareholder the latest financial statements.

ARTICLE VII - DIVIDENDS

The Board of Directors may authorize the corporation to make distributions to its shareholders, provided that following such distribution:

(a) the corporation will be able to pay its debts as they become due in the usual course of business; and

(b) the corporation's total assets will be greater than the sum of its total liabilities plus the amount that will be needed, if the corporation were to be dissolved at the time of the distribution, to satisfy any preferential rights upon dissolution of shareholders whose preferential rights are superior to those receiving the distribution.

If a record date is not fixed by the Board of Directors for determining shareholders entitled to a distribution (other than one involving a purchase, redemption or other acquisition of the corporation's shares), the record date shall be the date the Board of Directors authorizes the distribution.

The Board of Directors may base a determination that a distribution may be made as provided in this Article VII, either on financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances or on a fair valuation or other method that is reasonable under the circumstances. In the case of any distribution based upon such valuation, each such distribution shall be identified as a distribution based upon a current valuation of assets, and the amount per share paid on the basis of such valuation shall be disclosed to the shareholders concurrent with their receipt of the distribution.

ARTICLE VIII - INDEMNIFICATION

The corporation shall indemnify any officer or director, or any former officer or director, to the full extent permitted under Section 607.0850 of the Florida Statutes.

ARTICLE IX - MISCELLANEOUS

SECTION 9.01. CORPORATE SEAL. A corporate seal shall not be required to be attached to any instrument executed by or on behalf of the corporation unless required by law, but if so required shall be of such shape and have such words thereon as may be described by law or by the Board of Directors. The seal may be used by impressing it or reproducing a facsimile thereof, or otherwise.

SECTION 9.02. AMENDMENT OF BYLAWS. The Board of Directors may amend or repeal the corporation's Bylaws unless:

(a) the Articles of Incorporation or other provision of law reserves the power to amend the Bylaws generally, or a particular provision of the Bylaws, exclusively to the shareholders; or

(b) the shareholders, in amending or repealing the Bylaws generally, or a particular provision of the Bylaws, provide expressly that the Board of Directors may not amend or repeal the Bylaws or such provision of the Bylaws.

Notwithstanding anything contained in these Bylaws to the contrary, the corporation's shareholders may amend or repeal the corporation's Bylaws.

SECTION 9.03. RELATION TO ARTICLES OF INCORPORATION. These Bylaws shall be subject to, and governed by, the corporation's Articles of Incorporation.

Adopted: August 5, 2009

ATTACHMENT 2

CERTIFICATE OF AUTHORITY

Beth Chapman
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the foreign corporation records on file in this office disclose that Gulf Coast Home Phone Services, Inc., a Florida corporation, qualified in the State of Alabama on October 13, 2009. I further certify that the records do not disclose that said Gulf Coast Home Phone Services, Inc. has been withdrawn.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

January 12, 2010

Date

Beth Chapman *eb2*
Beth Chapman Secretary of State

ATTACHMENT 3

FINANCIAL INFORMATION

Gulf Coast Home Phone Services

Jan - Dec 2010

Expenses											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Employee Payroll	2,500.00	2,500.00	3,000.00	3,000.00	3,000.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
Taxes	(735.00)	(300.00)	(200.00)	(150.00)	150.00	250.00	300.00	350.00	350.00	350.00	400.00
Marketing	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
Certification	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00
Tech Equipment	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	250.00
Office Expense	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	250.00	250.00
Postal Service	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	100.00	100.00	150.00
Rent	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00
Insurance	150.00	150.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
Travel Expenses	0.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	50.00
Long Distance & Utilities	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	700.00	700.00	700.00
Merchant Charges	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	100.00
Billing Software	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	100.00	100.00	200.00
Data Connection Charges	200.00	200.00	200.00	200.00	200.00	350.00	350.00	350.00	350.00	350.00	350.00
Total Expenses	= 5,465.00	= 5,925.00	= 6,575.00	= 6,625.00	= 6,925.00	= 7,675.00	= 7,925.00	= 7,975.00	= 8,275.00	= 8,325.00	= 8,650.00
Income from Sales	= \$10,000.00	= \$10,000.00	= \$13,500.00	= \$15,000.00	= \$15,500.00	= \$18,000.00	= \$20,000.00	= \$22,000.00	= \$24,000.00	= \$26,000.00	= \$28,000.00
Cost of Goods	= \$6,000.00	= \$6,000.00	= \$6,500.00	= \$7,500.00	= \$7,500.00	= \$9,000.00	= \$10,000.00	= \$10,000.00	= \$11,000.00	= \$12,000.00	= \$12,500.00
Profit from Sales	= \$4,000.00	= \$4,000.00	= \$7,000.00	= \$7,500.00	= \$8,000.00	= \$9,000.00	= \$10,000.00	= \$12,000.00	= \$13,000.00	= \$14,000.00	= \$15,500.00
Net Income	= (\$1,465.00)	= (\$1,925.00)	= \$425.00	= \$875.00	= \$1,075.00	= \$1,325.00	= \$2,075.00	= \$4,025.00	= \$4,725.00	= \$5,675.00	= \$6,850.00

Dec	Total For 2010
3,500.00	38,500.00
600.00	1,365.00
1,200.00	13,200.00
750.00	9,000.00
250.00	2,500.00
250.00	2,550.00
200.00	950.00
550.00	6,600.00
200.00	2,300.00
50.00	325.00
700.00	6,800.00
100.00	700.00
300.00	1,400.00
350.00	3,450.00
9,000.00	89,340.00
\$29,000.00	\$231,000.00
\$13,000.00	\$111,000.00
\$16,000.00	\$120,000.00
\$7,000.00	\$30,660.00

GULF COAST HOME PHONE SERVICES, INC.

Page 2 of 3
 Statement Period
 11/01/09 through 11/30/09
 E0 P PA 0A 64
 Enclosures 0
 Account Number [REDACTED]

Deposit Accounts

Business Economy Checking

GULF COAST HOME PHONE SERVICES, INC.

Your Account at a Glance

Account Number	[REDACTED]	Statement Beginning Balance	\$38,198.87
Statement Period	11/01/09 through 11/30/09	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$53.02
Number of Withdrawals/Debits	1	Statement Ending Balance	\$38,145.85
Number of Deposited Items	0		
		Average Ledger Balance	\$38,174.12
Number of Days in Cycle	30	Service Charge	\$0.00

Remember, by using your Bank of America Small Business Check Card, Bank of America provides you with another way to avoid the monthly maintenance fee on your business checking account.

Withdrawals and Debits

Other Debits

Date Posted	Amount (\$)	Description	Bank Reference
Card Account #	[REDACTED]		
11/17	53.02	CheckCard 1116 Godaddy.Com	929911161050271
Subtotal	53.02		

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
11/01	38,198.87	11/17	38,145.85

Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



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Page 1 of 3
Statement Period
10/01/09 through 10/31/09
EO P PA OA 64 0649548
Enclosures 0
Account Number [REDACTED]



02075 001 SCM999 I 23 0

GULF COAST HOME PHONE SERVICES, INC.
1201 CARDINAL RD
ORLANDO FL 32803-2304

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
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For additional information or service you may call
1-800-BUSINESS (1-800-387-4637)

Or you may write to
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Business Economy Checking

GULF COAST HOME PHONE SERVICES, INC.

Your Account at a Glance

Account Number	[REDACTED]	Statement Beginning Balance	\$39,033.94
Statement Period	10/01/09 through 10/31/09	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$835.07
Number of Withdrawals/Debits	4	Statement Ending Balance	\$38,198.87
Number of Deposited Items	0		
Number of Days in Cycle	31	Average Ledger Balance	\$38,507.14
		Service Charge	\$0.00

Remember, by using your Bank of America Small Business Check Card, Bank of America provides you with another way to avoid the monthly maintenance fee on your business checking account.

Bank of America

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H

Page 1 of 3
Statement Period
09/01/09 through 09/30/09
EO P PA OA 64
Enclosures 0
Account Number [REDACTED]

0706917



01075 001 SCM999 I 23 0

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1201 CARDINAL RD
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1-888-888-8888 (Toll Free)

Or, you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

On May 20, 2009, the temporary increase in the standard maximum deposit insurance amount to \$250,000 per depositor was extended through December 31, 2013. On January 1, 2014, the standard insurance amount will return to \$100,000 per depositor for all account categories except IRAs & certain retirement accounts, which will remain \$250,000 per depositor.

ATTACHMENT 4

INTEREXCHANGE & LOCAL TARIFFS

TITLE SHEET

ALABAMA RESALE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Gulf Coast Home Phone Services, Inc. ("Gulf Coast"), with principal offices at 1201 Cardinal Road, Orlando, Florida 32803. This tariff applies for services furnished within the State of Alabama. This tariff is on file with the Alabama Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: March 8, 2010

By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

Issued: March 8, 2010

By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original	
2	Original	19	Original	
3	Original	20	Original	
4	Original	21	Original	
5	Original	22	Original	
6	Original	23	Original	
7	Original	24	Original	
8	Original	25	Original	
9	Original	26	Original	
10	Original	27	Original	
11	Original	28	Original	
12	Original	29	Original	
13	Original	30	Original	
14	Original	31	Original	
15	Original	32	Original	
16	Original			
17	Original			

Issued: March 8, 2010

By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

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Issued: March 8, 2010

By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

TARIFF 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 tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

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

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

Issued: March 8, 2010

By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

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 Tariff Location
- N - New
- R - Change Resulting In A
Reduction to A Customer's Bill
- T - Change in Text or Regulation
But No Change In Rate or Charge

Issued: March 8, 2010
By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Alabama Public Service Commission.

Company or Gulf Coast - Used throughout this tariff to mean Gulf Coast Home Phone Services, Inc., a Florida Corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Issued: March 8, 2010

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1201 Cardinal Road
Orlando, Florida 32803

Effective:

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Alabama.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

Issued: March 8, 2010

By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Alabama. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

Issued: March 8, 2010
By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

Issued: March 8, 2010
By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

Issued: March 8, 2010
By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Issued: March 8, 2010
By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or

Issued: March 8, 2010

By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the 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.

- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

Issued: March 8, 2010

By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any regulated sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries,

Issued: March 8, 2010
By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

- 2.5.4 If the Customer terminates service, Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

Issued: March 8, 2010
By:

Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Effective:

2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company may require deposits to establish service for a Customer. All deposits will be handled in accordance with Commission Rule 8.

2.9 Advance Payments

The Company reserves the right to collect an advance payment from Customers in 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 if necessary, a new advance payment will be collected for the next month.

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. The due date shall be at least 15 days after the billing date. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

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2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company within 30 days after such bills are rendered.

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

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2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of twenty-five dollars (\$25.00) per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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Orlando, Florida 32803

Effective:

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and/or time of day of the call. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.

3.1.2 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

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Orlando, Florida 32803

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- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1201 Cardinal Road
Orlando, Florida 32803
(866) 853-0925

Any objection to billed charges should be reported promptly to the Company. The Customer should notify the Company of any disputed items on an invoice within thirty (30). In the event of a dispute between the customer and the utility respecting any bill, the utility may require the customer to pay the undisputed portion of the bill to avoid discontinuance of service for nonpayment. The utility shall make such investigation as may be appropriate to the particular case and report the result thereof to the customer. In the event the dispute is not reconciled, either party may make application to the Commission for review and disposition of the matter.

Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

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By:

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Effective:

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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By:

Kristen Soucy, President
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Orlando, Florida 32803

Effective:

3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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By:

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Orlando, Florida 32803

Effective:

3.5.4 The Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase the Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

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Effective:

A card will expire on the date indicated on the card, or if no date is specified, 6 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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Orlando, Florida 32803

Effective:

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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SECTION 4 - RATES

4.1 1+ & 101XXXX Dialing

\$0.15 per minute

A \$4.95 per month per number service charge applies.
Billed in one minute increments

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments

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4.3 Toll Free Service

\$0.15 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments

4.4 Prepaid Calling Cards

Program

A	\$.015 Per Telecom Unit
B	\$.019 Per Telecom Unit
C	\$.025 Per Telecom Unit
D	\$.029 Per Telecom Unit
E	\$.032 Per Telecom Unit
F	\$.035 Per Telecom Unit
G	\$.039 Per Telecom Unit
H	\$.049 Per Telecom Unit
I	\$.05 Per Telecom Unit
J	\$.059 Per Telecom Unit
K	\$.06 Per Telecom Unit
L	\$.08 Per Telecom Unit
M	\$.09 Per Telecom Unit
N	\$.10 Per Telecom Unit
O	\$.11 Per Telecom Unit
P	\$.12 Per Telecom Unit
Q	\$.13 Per Telecom Unit
R	\$.14 Per Telecom Unit
S	\$.15 Per Telecom Unit
T	\$.19 Per Telecom Unit
U	\$.20 Per Telecom Unit
V	\$.25 Per Telecom Unit
W	\$.29 Per Telecom Unit
X	\$.30 Per Telecom Unit
Y	\$.33 Per Telecom Unit
Z	\$.35 Per Telecom Unit

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Effective:

AA \$.39 Per Telecom Unit
BB \$.40 Per Telecom Unit
CC \$.50 Per Telecom Unit
DD \$.005 Per Telecom Unit
EE \$.01 Per Telecom Unit
FF \$.07 Per Telecom Unit

A \$.99 per call service charge applies.

A one-time maintenance fee of \$1.00 applies after the 1st call.

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4.5 Directory Assistance

\$.60

4.6 Returned Check Charge

\$25.00

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Orlando, Florida 32803

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4.7 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period	Evening Rate Period	
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

4.8 Payphone Dial Around Surcharge

A dial around surcharge of \$.60 per call will be added to any completed INTRASTATE toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.9 Presubscribed Interexchange Carrier Charge

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

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LOCAL EXCHANGE SERVICE
REGULATIONS, RULES AND TARIFF SCHEDULES
OF
INTRASTATE CHARGES
FOR
GULF COAST HOME PHONE SERVICES, INC.

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EFFECTIVE:

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Orlando, Florida 32803

CHECK SHEET

The sheets of this Tariff are effective as of the date shown on at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISJON</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original	35	Original
2	Original	19	Original	36	Original
3	Original	20	Original	37	Original
4	Original	21	Original	38	Original
5	Original	22	Original	39	Original
6	Original	23	Original	40	Original
7	Original	24	Original	41	Original
8	Original	25	Original	42	Original
9	Original	26	Original	43	Original
10	Original	27	Original	44	Original
11	Original	28	Original	45	Original
12	Original	29	Original	46	Original
13	Original	30	Original	47	Original
14	Original	31	Original	48	Original
15	Original	32	Original		
16	Original	33	Original		
17	Original	34	Original		

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Orlando, Florida 32803

APPLICABILITY

This Tariff contains the descriptions, regulations, service standards and rates applicable to the furnishing of local service and facilities for telecommunications services provided by Gulf Coast Home Phone Services, Inc. 1201 Cardinal Road, Orlando, Florida 32803. This Tariff applies for services furnished within the state of Alabama. This Tariff is on file with the Alabama Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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SYMBOLS SHEET

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 Tariff Location

N - New

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

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

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Orlando, Florida 32803

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. An asterisk (*) designates all revisions made in a given filing. There will be no other symbols used on this sheet if these are the only changes made to it. The Tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

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Orlando, Florida 32803

Section 1 Definitions

Certain terms used generally throughout this Tariff are defined below.

Advance Payment: Payment of all or part of a charge required before the start of service.

Call Waiting: Provides the customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch-hook or hanging up the telephone and being rung back by the caller.

Calling Number ID: Provides the Customer with the calling party's telephone number. This information will be displayed only if the Customer provides the appropriate hardware. Such hardware is not available from the Company.

Company: Gulf Coast Home Phone Services, Inc. a Florida Corporation which is the issuer of this Tariff.

Custom Calling Package: An optional service consisting of Call Waiting and Three-Way Calling.

Customer: The person or other entity that ordered service and is responsible for the payment of charges and for compliance with the Company's Tariff regulations.

Due Date: The date on which a Customer payment is due to the Company.

Local Provider: A company that furnishes exchange telephone service.

Nonpublished Listing: A directory listing which is neither printed in a directory nor available from directory assistance.

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

Recurring Charges: The monthly charges to the Customer for services that continue for the agreed-upon duration of the service.

Service Order: The request for local exchange services initiated by the Customer in a format specified by the Company.

Services: The Company's telecommunication services offered to the Customer.

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Orlando, Florida 32803

Set-Up Charge: A non-recurring charge to establish the Customer's account.

Section 1 Definitions (Continued)

Station: Telephone equipment from or to which calls are placed.

Three-Way Calling: The Customer can sequentially call two other people and add them together to make up a three-way call.

Toll Activity Charge: Toll calls are blocked, when service is ordered.

Underlying carrier: The underlying incumbent Local Exchange Carrier, or other alternative carrier, which provides facilities and/or local exchange telephone services to the Company for resale to the Customer.

User: A Customer or any other person authorized by the Customer to use service provided under this Tariff.

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Section 2 Regulations

2.1 Scope

The Company undertakes to furnish local exchange communications service on a resale basis in connection with one-way and/or two-way information transmission between points within the State of Alabama under the terms of this Tariff.

Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity.

2.2 Limitations

Service is offered subject to the availability of underlying carrier facilities and the provisions of this Tariff.

The Company reserves the right to discontinue furnishing service or limit the use of service necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this Tariff.

2.3 Terms and Conditions

Service is provided and billed on a prepaid basis, for a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing or verbally, on not less than thirty days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on, calendar days, unless otherwise specified herein.

There is no billing of customers in arrears. The nature of the business of a prepaid local exchange telephone service is that the service is terminated unless payment is made in advance of the provision of service and the payment must be received by a certain date.

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Section 2 Regulations (Continued)

2.3 Terms and Conditions (Continued)

At the expiration of any term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of his obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

This Tariff shall be interpreted and governed by the laws of the State of Alabama without regard for the State's choice of laws provision.

Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.

The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.4 Liability of the Company

The liability of the Company arising out of the furnishing of its services including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.12 below, unless ordered by the commission. 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.

The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section

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GULF COAST HOME PHONE SERVICES, INC.

Original Sheet No. 13

2.12, the Company's liability, if any, shall be limited as provided herein.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

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. riots, wars, unavailability of right-of-ways or materials, or strikes, lockouts, work-stoppages, or other labor difficulties.

The Company shall not be liable for:

- (a) Any act or omission of any entity. Furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers, or
- (b) For the acts or omissions of other common carriers or their employees or agents.

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.

The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition to such installations.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

The Company shall not be liable for any defacement of or damage to the Customer's 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 willful misconduct of the Company's agents or employees. No agents or employees of other entities shall be deemed to be agents or employees of the Company.

Notwithstanding the Customer's obligations as set forth in Section 2.9.2, 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 or services furnished under this Tariff, including:

- (a) 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
- (b) Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, and
- (c) All other claims arising out of any act or omission of the Customer or others; in connection with any service provided by the Company pursuant to this Tariff.

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, unless ordered by the commission.

The Company makes no warranties or representations, expressed 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.

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, facilities or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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Section 2 Regulations (Continued)2.4 Liability of the Company (Continued)

The Company does not guarantee nor make any warranty with respect to service installations at locations of which there is present atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of any person or persons, or for any loss, damage or destruction of any property, 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.

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 Station, terminal equipment or communications system of the Customer or any third-party acting as its agent, to the underlying carrier's network. The Customer shall secure all licenses, permits, rights of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall insure 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 underlying carrier'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 2.6 following, and that the signals do not damage Company or underlying carrier's 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 harm to Company or underlying carrier's equipment, personnel, or the quality of service to other Customers, the Company may require the use of protective equipment at the Customer's expense or terminate the Customer's service without liability.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

With respect to Emergency Number 911 Service:

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by;

Mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or

Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment and facilities furnishing this service.

Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

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Section 2 Regulations (Continued)

2.4 Liability of the Company (Continued)

In conjunction with a Non-published Listing, as described in Section 3.4, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

When a Customer with a Non-published Listing as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, when such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

2.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, Company or underlying carrier 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 is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.6 Provision of Equipment and Facilities

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 Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Company shall use reasonable efforts to cause the underlying carrier to maintain its own facilities which the Company furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities provided by the underlying carrier

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or the Company.

Section 2 Regulations (Continued)

2.6 Provision of Equipment and Facilities (Continued)

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the underlying carrier or the Company, including but not limited to the Customer.

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 Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

The reception of signals by Customer-provided equipment.

2.7 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the underlying carrier, its agents or contractors.

2.8 Prohibited Uses

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

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Section 2 Regulations (Continued)

2.9 Obligations of the Customer

2.9.1 General

The Customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this Tariff;
- B. Reimbursing the Company for damage to, or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's premises not caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- C. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company or underlying carrier facilities and equipment installed on the premises of the Customer;
- D. Any costs associated with altering the structure to permit installation of the underlying carrier-provided facilities. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service;
- E. Granting or obtaining permission for underlying carrier or Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing Company or underlying carrier facilities or equipment;

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Section 2 Regulations (Continued)

2.9 Obligations of the Customer (Continued)

2.9.1 General (Continued)

- F. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or underlying carrier's equipment or facilities.

2.9.2 Claims

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

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

2.10 Reserved For Future Use

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Section 2 Regulations (Continued)

2.11 Payment Arrangements

2.11.1 Payment for Service

The Customer is responsible for payment of all charges for service provided by the Company to the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

Taxes & Fees

Federal, state, and any local taxes or fees (e.g., gross receipts tax, sales tax, municipal utilities tax), if any, will be added on the customer's bill in addition to the rates listed in this price sheet.

Access Charges

Any access or other charges which are imposed by order of or at the direction of the Federal Communications Commission will be added on the Customer's bill in addition to the rates listed in this price sheet.

2.11.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

All Non-Recurring Charges are due and payable in advance, unless other mutually agreed arrangements were made in advance. All Recurring Charges are due and payable upon request.

The Company shall present bills for Recurring Charges monthly to the Customer in advance of the month for which service is provided.

For Customers whose service is disconnected there will be refund in the amount of whatever balance of the customers service did not get used.

Amounts not paid by the Due Date are considered past due.

A late charge may be assessed on any past due balance.

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Section 2 Regulations (Continued)

2.11 Payment Arrangements (Continued)

2.11.3

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Alabama Public Service Commission.

The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.11.4 Reserved For Future Use

2.11.5 Security

Customer Deposits

There are no deposits required of customers to establish service. Service is sold on a prepaid basis in monthly increments.

2.11.6 Discontinuance of Service

Discontinuance of service will be governed by the rules and regulations specified in this Tariff.

Upon nonpayment of any regulated amounts owing to the Company, the Company will provide 5 days written notice prior to disconnection.

In the event the customer does not renew their service with the company by not making a renewal payment prior to the end of their pre-paid period, service will be discontinued without notice.

Upon violation of any of the other material terms or conditions for furnishing

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service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.

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Section 2 Regulations (Continued)

2.11 Payment Arrangements (Continued)

2.11.6 Discontinuance of Service (Continued)

The Company may discontinue the furnishings of any and/or all service(s) to a Customer without incurring any liability,

Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its or the underlying carrier's personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection if:

- 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
- B. The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- 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 2.11.5; or
- D. Customer has been given 5 days 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 services to which the Customer either subscribes, or had subscribed or used.

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Section 2 Regulations (Continued)

2.11 Payment Arrangements (Continued)

2.11.6 Discontinuance of Service (Continued)

- D. The Customer uses or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the Tariffed charges for the service by:
 - (1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or
 - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (3) Any other fraudulent means or devices; or
- F. The Customer causes toll or any other charge by any entity other than the underlying carrier to appear on the Company's billing from the underlying carrier; or
- G. The service is abandoned by the Customer; or
- H. The service is used in such a manner as to interfere with the service of other users; or
- I. The service is used for unlawful purposes.

The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

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Section 2 Regulations (Continued)

2.11 Payment Arrangements (Continued)

2.11.6 Discontinuance of Service (Continued)

Upon the Company's discontinuance of service to the Customer, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this Tariff.

2.12 Allowances for Interruptions of Service

2.12.1 Credit for Interruptions:

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly *Recurring Charges* subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period over 48 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Tariffs. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

Credit allowance for the interruption of service which is not due to the underlying carrier's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer, within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's or underlying carrier's facilities.

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Section 2 Regulations (Continued)

2.12 Allowances for Interruptions of Service (Continued)

2.12.1 Credit for Interruptions (Continued)

The Customer shall be credited for any interruption in the same proportion that the underlying carrier credits the Company according to the following formula:

Customer Credit = $A/B \times C$, where:

A = Hours of outage

B = 720 hours in the month

C = Monthly charge to the Customer by the Company

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Section 2 Regulations (Continued)

2.12 Allowances for Interruptions of Service (Continued)

2.12.2 Limitations on Allowances

No credit allowance will be made for:

- A. Interruption due to the negligence of or noncompliance with the provisions of this Tariff by the Customer, any User, or other common carrier providing service connected to the service of the Company if the ILEC's line is down.
- B. Interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer.
- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company and the underlying carrier are not given free access to their facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruption of service during a period in which the Customer continues to use the service in an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the company or underlying carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. Interruption of service due to circumstances or causes by customers or users.

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Section 2 Regulations (Continued)

2.12 Allowances for Interruptions of Service (Continued)

2.12.3 Use of Alternative Service Provided by The Company:

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

2.13 Cancellation of Service

2.13.1 Cancellation of Application for Service

Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service, no charges will be imposed except for those specified below.

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 shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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Section 2 Regulations (Continued)

2.13 Cancellation of Service (Continued)

2.13.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.12.1), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.11.2: all costs, fees and expenses reasonably incurred in connection with:

- A. Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- C. All Recurring Charges specified in the applicable Tariff of the balance of the then current term.

2.14 Transfer 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 (or the underlying carrier) 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 any assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

The Company will give customers notification of any transfer assignments and an option to change to another provider if the customer desires.

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Section 2 Regulations (Continued)

2.15 Notices and Communications

- 2.15.1 The Company shall mail or deliver all notices and other communications to the Customer at the service address, unless that Customer designates a separate address to which the Company's bills for service shall be mailed. In the case where a separate "billing address" has been designated by the Customer, the Company shall also mail or deliver all notices and other communications to the designated "billing address".
- 2.15.2 The Company shall designate on any Service Order, and on each bill for service, an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.15.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following 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.
- 2.15.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing; by following the procedures for giving notice set forth herein.

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Section 3 Service Descriptions and Rates

3.1 Local Exchange Service

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. The Company's local telephone service provides a Customer with the ability to connect to the underlying carrier's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service (where available through the underlying carrier);
- access operator services (as specified in Section 3.3);
- place call to toll free 8XX telephone numbers.

3.1.1 Service Area

The Company's service area incorporates all geographic regions-and exchanges currently served by the following underlying carrier:

Throughout the ILEC service areas within the State of Alabama.

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Section 3 Service Descriptions and Rates (Continued)

3.1 Local Exchange Service (Continued)

3.1.1 Service Area (Continued)

Local calling Areas: Exchanges and zones included in the local calling area for the Customer's exchange or zone may be found in the telephone directory published by the underlying carrier in the Customer's exchange area.

3.1.2 Local Line

- A. Standard Features: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.
- B. Optional Features: A Local Line may order the following optional features, at the rate specified in Section 3.1.3

Call Waiting
Call Forwarding
Three Way Calling
Caller ID
Call Return
Non-Published Number
Inside Wiring

3.1.3 Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring and Monthly Recurring Charges.

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Section 3 Service Descriptions and Rates (Continued)

3.1 Local Exchange Service (Continued)

3.1.3 Local Line Rates and Charges (Continued)

Calling Plans (Monthly Recurring Charges)

A. Basic Package

Unlimited Local Calling

Monthly Charge: \$36.50 (Non-Lifeline Customers)
 \$23.00 (Lifeline Customers)

B. Premiere Package

Unlimited Local Calling
Caller ID with Name
Call Waiting
Caller Waiting ID

Monthly Charge: \$38.50 (Non-Lifeline Customers)
 \$25.00 (Lifeline Customers)

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Section 3 Service Descriptions and Rates (Continued)

3.1 Local Exchange Service (Continued)

3.1.3 Local Line Rates and Charges (Continued)

C. Complete Package

Unlimited Local Calling
Caller ID with Name
Call Waiting
Caller Waiting ID
*69
Three Way Calling
Call Forwarding

Monthly Charge:	\$48.50 (Non-Lifeline Customers)
	\$35.00 (Lifeline Customers)

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Section 3 Service Descriptions and Rates (Continued)3.1 Local Exchange Service (Continued)3.1.3 Local Line Rates and Charges (Continued)Non-Recurring Charges

Set-Up Charge (local line)	\$60.00
Call Waiting	\$ 5.00 (per line)
Call Forwarding	\$ 5.00 (per line)
3 Way Calling	\$ 5.00 (per line)
Calling Number ID	\$10.00 (per line)
Toll Block	\$0.00 (per line)

Recurring Charges - Monthly

Call Waiting	\$ 5.00 (per line)
Call Forwarding	\$ 5.00 (per line)
3 Way Calling	\$ 5.00 (per line)
Calling Number ID	\$10.00 (per line)
Inside Wiring	\$7.00 (per line)
Toll Block	\$3.22 (per line)

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Section 3 Service Descriptions and Rates (Continued)

3.2 Directory Assistance

Customers will access to Directory Assistance through 1-8XX toll free access.

3.3 Operator Assistance

Customers will have access to local operator services only within the limitations imposed by the presence of the underlying carrier's toll restriction and billed number screening services.

3.4 Directory Listings

The Company shall provide for a single directory listing in the telephone directory published by the underlying carrier in the Customer's exchange area.

3.4.1 In order for listings to appear in an upcoming directory, the Customer must subscribe to service from the Company in time to meet the directory-publishing schedule.

3.4.2 Directory listings are provided in connection with each Customer's service as specified herein:

A. Primary Listing: The listing shall include the first and last name of the Customer. The listing will also include the Customer's address.

B. Non-published Listings: A Non-published telephone number will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and the directory assistance records.

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ISSUED BY: Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Section 3 Service Descriptions and Rates (Continued)

3.4 Directory Listings (Continued)

C. Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

Non-published number	\$17.99
(per line no charge if included in Customer's original service order)	

D. Recurring Charges: Monthly Recurring charges associated with Directory Listings are as follows:

Non-published number	\$2.99
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Orlando, Florida 32803

Section 3 Service Descriptions and Rates (Continued)3.5 Miscellaneous Fixed Non-Recurring Charges:

Change Telephone Number	\$25.00 (per line)
Transfer Account to New Address	\$55.00 (per line)
Reconnect Previous Customer	\$89.99 (per line)
Late Charge	1.5% (of the balance due)
Service Order Charge	\$15.00
(each time changes are made to a telephone number)	

3.6 Miscellaneous Variable Non-Recurring Charges

For any incidental charges which appear on the Company's billing from the underlying carrier (e.g., directory assistance, call tracing, etc.), the charges are passed through to the Customer.

3.7 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and hospital. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

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Section 3 Service Descriptions and Rates (Continued)

3.8 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1201 Cardinal Road
Orlando, Florida 32803
(866) 853-0925

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address:

Alabama Public Service Commission
PO Box 304260
Montgomery, Alabama 36130

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1201 Cardinal Road
Orlando, Florida 32803

Section 4 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. These promotions will be submitted to the Alabama Public Service Commission for approval.

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Orlando, Florida 32803

Section 5 Lifeline Program

5.1 General

(A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.

(B) Lifeline is supported by the federal universal service support mechanism.

(C) Federal baseline support of eight dollars and twenty-five cents (\$8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer is thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

(D) Designated Services Available To Lifeline Customers:

- (1) Single Party Service
- (2) Local Usage
- (3) Touch Tone Services
- (4) Voice Grade Access to the Public Switched Network
- (5) Access to Emergency Services
- (6) Access to Operator Services
- (7) Access to Interexchange Services
- (8) Access to Directory Assistance
- (9) Toll Limitation Service at No Charge

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Section 5 Lifeline Program (Continued)

5.2 Regulations

(A) General

- (1) Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.
- (2) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified below.
- (3) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
- (4) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.

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ISSUED BY: Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

Section 5 Lifeline Program (Continued)

Regulations (Continued)

(A) General (Continued)

(5) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.

(6) The Federal Universal Service Charge will not be billed to Lifeline customers.

(7) Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls.

(8) At no time shall a customer's Lifeline rate go below zero.

5.3 Eligibility

(A) Customers are eligible if they participate in at least one of the following programs:

Federal Public Housing Assistance/Section 8
Supplemental Nutrition Assistance Program (SNAP)
Medicaid
Low Income Home Energy Assistance Program (LIHEAP)
Supplemental Security Income (SSI)
Temporary Assistance to Needy Families (TANF)

(B) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

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Orlando, Florida 32803

Section 5 Lifeline Program (Continued)

5.4 Certification

- (A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Lifeline eligible programs and identifying the qualifying program. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.
- (B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
- (C) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

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Orlando, Florida 32803

Section 5 Lifeline Program (Continued)

5.5 General

- (A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- (B) Service Charges are applicable for installing or changing Lifeline service.
- (C) Link-Up connection assistance may be available for installing or relocating Lifeline service.
- (D) The Service Change Charge is not applicable when existing service is converted intact to Lifeline.
- (E) The total Lifeline credit consists of one federal credit plus one (1) Company credit

- (1) Federal credit

Monthly Credit

All programs, one per Lifeline service \$10.00

- (2) Company credit

All programs, one per Lifeline service \$ 3.50

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1201 Cardinal Road

Orlando, Florida 32803

Section 6 Link-Up Program

6.1 General

- (A) Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996.
- (B) Link-Up is supported by the federal universal service support mechanism.
- (C) A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.

6.2 Regulations

(A) General

- (1) Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.
- (2) Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
- (3) The Link-Up credit is available each time the customer installs or relocates the primary residential service.
- (4) To receive the credit, proof of eligibility must be provided within 30 days after installation of service.
- (5) The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.

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Section 6 Link-Up Program (Continued)

Regulations (Continued)

(B) Eligibility

- (1) To be eligible for a Link-Up credit, a customer must be a current recipient of any one of the low income assistance programs set forth below:

Federal Public Housing Assistance/Section 8
Supplemental Nutrition Assistance Program (SNAP)
Medicaid
Low Income Home Energy Assistance Program (LIHEAP)
Supplemental Security Income (SSI)
Temporary Assistance to Needy Families (TANF)

- (2) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

(C) Certification

- (1) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Link-Up program by signing a document certifying under penalty of perjury that the customer participates in one of the Link-Up eligible programs and identifying the qualifying program. When eligibility documentation is provided subsequent to installation, the Link-Up feline credit will be provided on a going forward basis.
- (2) The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.

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Section 6 Link-Up Program (Continue)

6.3 Rates and Charges

- (A) The federal credit available for a Link-Up connection is thirty dollars (\$30.00) maximum or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less.

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EFFECTIVE:
ISSUED BY: Kristen Soucy, President
1201 Cardinal Road
Orlando, Florida 32803

ATTACHMENT 5

CUSTOMER AGREEMENT

Gulf Coast Home Phone Services, Inc.
1201 Cardinal Road
Orlando, Florida 32803
Letter of Agency & Service Agreement

Please Print:

Subscriber: _____

Physical Address of Telephone: _____

City, State, Zip: _____

Contact: _____

Date of Birth: _____ Social Security Number: _____

Billing Address (If different from above): _____

City, State, Zip: _____

Billing Telephone Number: () _____ - _____

Type of Service desired: (circle one) Basic Local Interlata Toll Intralata Toll

Additional Telephone Numbers:

Additional Features:

() _____ - _____
() _____ - _____
() _____ - _____

I authorize you to notify my local telephone company that I have selected **Gulf Coast Home Phone Services, Inc.** to be my primary local carrier and authorize **Gulf Coast Home Phone Services, Inc.** to act as agent on my behalf in all matters pertaining to local service. I also hereby revoke any appointments of authority that I have given to any other carrier prior to this date. A switching charge may be incurred each time the underlying interexchange company is changed. I understand that the local exchange carrier may charge a nominal fee per line for conversion costs. I also understand that there will be no termination charges. Cancellation must be made in writing to **Gulf Coast Home Phone Services, Inc.** Upon cancellation, I understand I am responsible to secure alternate local services.

Name (Please Print): _____ Title: _____

Signature: _____ Date: _____