

FLORIDA PUBLIC SERVICE COMMISSION
CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

APPLICATION FORM

for

981730-TX

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

INSTRUCTIONS

- ◆ This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing alternative local exchange certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee.
- ◆ Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ If you have questions about completing the form, contact:

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

Initials of person who forwarded check:

A.G.

Florida Public Service Commission
Division of Communications
Certification & Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866
(850) 413-6600

- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.

FORM PSC/CMU 8 (11/86)
Required by Chapter 384.337 F.S.

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FPSC-RECORDS/REPORTING

APPLICATION FORM

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

Original authority (new company)

Approval of transfer (to another certificated company)

Example, a certificated company purchases an existing company and desires to retain the original certificate authority.

Approval of assignment of existing certificate
(to a noncertificated company)

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval for transfer of control (to another certificated company)

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

2. Name of applicant:

NAVIGATOR TELECOMMUNICATIONS, LLC.

3. Name under which the applicant will do business (d/b/a):

NAVIGATOR TELECOMMUNICATIONS, LLC.

4. If applicable, please provide proof of fictitious name (d/b/a) registration.

Fictitious name registration number: _____

APPLICATION FORM

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

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

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

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should attest that the financial statements are true and correct.

- B. Managerial capability.
- C. Technical capability.

(If you will be providing local intra-exchange switched telecommunications service, then state how you will provide access to 911 emergency service. If the nature of the emergency 911 service access and funding mechanism is not equivalent to that provided by the local exchange companies in the areas to be served, described in detail the difference.)

APPLICATION FORM

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APPLICATION FORM

5. A. National mailing address including street name, number, post office box, city, state, zip code, and phone number.

NAVIGATOR TELECOMMUNICATIONS, LLC.

212 CENTER STREET, SUITE 500

LITTLE ROCK, ARKANSAS 72201

(501) 375-7773

- B. Florida mailing address including street name, number, post office box, city, state, zip code, and phone number.

CT CORPORATION SYSTEM

1200 SOUTH PINE ISLAND ROAD

PLANTATION, FLORIDA 33324

(314) 231-8380

6. Structure of organization: Check appropriate box(s)

Individual

Corporation

Foreign Corporation

Foreign Partnership

General Partnership

Limited Partnership

Joint Venture

Other, Please explain FOREIGN LIMITED LIABILITY COMPANY

7. If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

NOT APPLICABLE

APPLICATION FORM

8. State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

NONE OF THE OFFICERS, DIRECTORS, OR ANY OF THE TEN LARGEST SHAREHOLDERS HAVE BEEN PREVIOUSLY BEEN ADJUDGED BANKRUPT, MENTALLY INCOMPETENT, OR FOUND GUILTY OF ANY FELONY OR OF ANY CRIME, NOR MAY SUCH ACTION RESULT FROM ANY PENDING PROCEEDINGS.

9. If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: SEE "EXHIBIT 1"

10. Please provide the name, title, address, telephone number, Internet address, and facsimile number for the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application.

MICHAEL McALISTER, ATTORNEY FOR NAVIGATOR TELECOMMUNICATIONS, LLC
212 CENTER STREET, SUITE 500
LITTLE ROCK, ARKANSAS 72201
TELEPHONE (501) 375-7773 FAX (501) 372-2197

11. Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

ARKANSAS, MISSOURI, TEXAS, KANSAS, KENTUCKY

APPLICATION FORM

12. Has the applicant been denied certification in any other state? If so, please list the state and reason for denial.

NAVIGATOR TELECOMMUNICATIONS, LLC. HAS NOT BEEN DENIED CERTIFICATION
IN ANY OTHER STATE.

13. Have penalties been imposed against the applicant in any other state? If so, please list the state and reason for penalty.

NO PENALTIES HAVE BEEN IMPOSED AGAINST NAVIGATOR TELECOMMUNICATIONS, LLC.
IN ANY STATE.

14. Please indicate how a customer can file a service complaint with your company.

CUSTOMERS MAY CALL A TOLL-FREE TELEPHONE NUMBER, 888-662-8835.

WRITTEN INQUIRIES MAY BE DIRECTED TO: NAVIGATOR TELECOMMUNICATIONS, LLC.

212 CENTER STREET, SUITE 500

LITTLE ROCK, AR 72201

15. Please complete and file a price list in accordance with Commission Rule 25-24.825.(Rule attached) SEE "EXHIBIT 2"

16. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

A. Financial capability.

SEE "EXHIBIT 3" AND ATTACHMENTS

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

APPLICATION FORM

1. the balance sheet
2. income statement
3. statement of retained earnings.

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APPLICATION FORM

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

Official: *Kevin J. Miller, Jr.* 11/17/98
Signature Date

Title: PRESIDENT & CEO (501) 375-7773
Telephone Number

Address: NAVIGATOR TELECOMMUNICATIONS, LLC
212 CENTER STREET, SUITE 500
LITTLE ROCK, AR 72201

EXHIBIT 1

Navigator Telecommunications, LLC

**Certificate of Authority
to
Transact Business
in the**

STATE of FLORIDA



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

May 11, 1998

PAUL F. DUMAS
611 COURT, SUITE 7
CONWAY, AR 72032

Qualification documents for NAVIGATOR TELECOMMUNICATIONS, LLC were filed on May 11, 1998, and assigned document number M98000000463. Please refer to this number whenever corresponding with this office.

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

The certification you requested is enclosed.

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

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

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration and Qualification Section.

Tammi Cline
Document Specialist
Division of Corporations

Letter Number: 998A00025988

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by NAVIGATOR TELECOMMUNICATIONS, LLC, an Arkansas limited liability company, authorized to transact business within the state of Florida on May 11, 1998, as shown by the records of this office.

The document number of this limited liability company is M98000000463.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eleventh day of May, 1998



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

EXHIBIT 2

Navigator Telecommunications, LLC

PRICE LIST

TITLE PAGE
FLORIDA LOCAL TELECOMMUNICATIONS PRICE LIST
OF
NAVIGATOR TELECOMMUNICATIONS, LLC
212 CENTER STREET, SUITE 500
LITTLE ROCK, AR 72201

This Price List, filed with the
Florida Public Service Commission,
contains the rates, terms, and conditions applicable to
the provision of Basic Local Exchange and
Local Exchange Services within the State of Florida
Offered by Navigator Telecommunications, LLC.

(Reserved for future use.)

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SYMBOLS

The following symbols are used for the purposes indicated below:

- D** - Delete or discontinue.
- I** - Increase in a rate.
- M** - Moved from another Price List location.
- N** - New.
- R** - Reduction in a rate.
- T** - Change in text or regulation but no change in rate.

PRICE LIST FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially by section. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Florida PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

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

- D. Check Sheets** - When a Price List filing is made with the Florida Public Service Commission, an updated Check Sheet accompanies the Price List filing. The Check Sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made (i.e., the format, etc. remain the same, just revised revision levels on some pages). The Price List user should refer to the latest Check Sheet to determine if a particular sheet within the Price List is the most current on file with the PSC.

LIST OF WAIVED STATUTES AND REGULATIONS

Reserved for future use.

TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a switching center or point of presence.

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

Carrier or Company - Whenever used in this Price List, "Carrier" or "Company", or "NavTel" refers to Navigator Telecommunications, LLC unless otherwise specified or clearly indicated by the context.

Channel - A physical or logical pathway for the transmission of information between a sending point and a receiving point.

Commission - Florida Public Service Commission.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's Price List.

Exchange Access Line - The serving central office line equipment and all LEC plant facilities up to and including the LEC provided Standard Network Interface. These facilities are LEC provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the Price Listed use offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 3 of this Price List.

ILEC - The incumbent Local Exchange Carrier.

LEC - Local Exchange Carrier

TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carrier, in combination with Company provided usage services, miscellaneous services or interstate/international services.

Station-to-Station Calling - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company-issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-Station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

SECTION 1 - RULES AND REGULATIONS**1.1 Undertaking of Navigator Telecommunications, LLC**

Navigator Telecommunications, LLC services offered pursuant to this Price List are furnished for Local Exchange Service among specified points within a Local Calling Area. Navigator Telecommunications, LLC will offer these services on a resold basis.

Navigator Telecommunications, LLC may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Navigator Telecommunications, LLC network. The Customer shall be responsible for all charges due for such service arrangement.

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

Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

1.2 Limitations

1.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this Price List.

1.2.2 Navigator Telecommunications, LLC reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law.

SECTION 1 - RULES AND REGULATIONS

1.2 Limitations, cont.

1.2.3 The Company does not undertake to transmit messages, and will not be liable for errors in transmission or for failure to establish connections.

1.2.4 All facilities provided under this Price List are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

1.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service.

1.3 Use

Services provided under this Price List may be used for any lawful purpose for which the service is technically suited.

1.4 Liabilities of the Company

1.4.1 Navigator Telecommunications, LLC's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.4 Liabilities of Company, cont.**

- 1.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission or defect in any service, facility or transmission provided under this Price List, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 1.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Price List; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by the negligence of the Company.
- 1.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 1.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service, which is not the direct result of the Company's negligence.

SECTION 1 – RULES AND REGULATIONS, CONT.**1.5 Deposits**

- 1.5.1 The Company does not normally collect deposits from Customers. However, deposits may be required from Customers whose credit history is unacceptable or unavailable. On deposits held thirty (30) days or more, simple interest at the rate of six percent (6%) per annum shall be credited annually to the account of the subscriber or paid upon the return of the deposit, whichever occurs first. Interest will not accrue on any deposit after the date on which a reasonable effort has been made to return it to the subscriber.

1.6 Advance Payments

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

Non-Recurring Charges: Navigator Telecommunications, LLC reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

1.7 Taxes

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

1.8 Equipment

- 1.8.1 The Company's services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that Customer-provided equipment connected to Company services, is compatible with such services.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.8 Equipment, cont.**

- 1.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 1.8.3 Equipment the Company provides or installs at the Customer's premises for use in connection with services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- 1.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 1.8.5 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for 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.
- 1.8.6 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.
- 1.8.7 Title to all facilities provided by the Company under this Price List shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.9 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this Price List.

1.10 Payment for Service

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

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

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

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

1.11 Billing and Payment Procedures

1.11.1 Navigator Telecommunications, LLC issues residential bills on a monthly basis with bills received by the Customer on or about the same day each month.

1.11.2 Navigator Telecommunications, LLC will not alter the residential billing cycle unless affected Customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.11 Billing and Payment Procedures, cont.**

- 1.11.3 Navigator Telecommunications, LLC allows residential Customers at least 21 days to pay bill charges.
- 1.11.4 Navigator Telecommunications, LLC charges 1.5 percent for delinquent past due residential balances.
- 1.11.5 Navigator Telecommunications, LLC sets forth the following on residential bills:
 - 1.11.5.A the number of access lines for which charges are stated;
 - 1.11.5.B the beginning or ending dates of the billing period;
 - 1.11.5.C the date the bill becomes delinquent if not paid on time;
 - 1.11.5.D the unpaid balance (if any);
 - 1.11.5.E the amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call;
 - 1.11.5.F an itemization of the amount due for taxes, franchise fees, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate;
 - 1.11.5.G the total amount due;
 - 1.11.5.H if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated;
 - 1.11.5.I a telephone number where inquiries may be made; and
 - 1.11.5.J if a deposit is held by the Company.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.11 Billing and Payment Procedures, cont.

1.11.6 During the first billing period in which a residential Customer receives service, Navigator Telecommunications, LLC provides each Customer an insert or written notice which contains an itemized account of the charges for the equipment and service for which the Customer has contracted.

1.12 Late Payment Charge

Navigator Telecommunications, LLC will assess a late payment charge equal to 1.5 percent for any past due balance that exceeds thirty days.

1.13 Cancellation by Customer

Customers may cancel service by providing 30 days written notice or telephone call to the Company. Customers who cancel service but are under a term contract may pay penalties as stated in the term contract or appropriate section of the Company's Price Lists.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.14 Interconnection**

Service furnished by Navigator Telecommunications, LLC may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Navigator Telecommunications, LLC's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

1.15 Denial or Discontinuance by Company

1.15.1 Service may be discontinued for any of the following reasons:

1.15.1.A Nonpayment of an undisputed delinquent charge;

1.15.1.B Failure to post a required deposit or guarantee;

1.15.1.C Violation of or noncompliance with any provision of law, or of the Price Lists or terms and conditions of service of the Company filed with and approved by the Commission;

1.15.1.D Failure to substantially comply with the terms of a settlement agreement;

1.15.1.E Neglect or refusal to provide reasonable access to Navigator Telecommunications, LLC or its agents for the purpose of inspection and maintenance of equipment owned by Navigator Telecommunications, LLC or its agents;

1.15.1.F Interconnection of a device, line or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission;

1.15.1.G Excessive or improper use of telephone service, or use in such manner as to interfere with reasonable service to other end-users.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.15 Denial or Discontinuance by Company, cont.**

- 1.15.2 Notice shall be given in accordance with the rules and regulations of the Florida Public Service Commission, including Supp. No. 182., Chapter 25-4.113.
- 1.15.3 Notwithstanding any other provision of the Commission's rules, the Company shall postpone a discontinuance for a time not in excess of twenty one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency if requested shall provide the Company with reasonable evidence of such necessity.
- 1.15.4 Notwithstanding any other provisions of the Commission's rules, service to a Customer may be discontinued at any time after written notice has been sent, certified mail, to such Customer at his/her last known address and at the address where the service to be discontinued is provided if such Customer:
- (A) Incurs charges not covered by a deposit or guarantee and evidences an intent not to pay such charges when due; or
 - (B) Damages or evidences an intent to damage telephone utility equipment.
- 1.15.5 The notice required by Section 1.15.4 shall state how a Customer has evidenced an intent not to pay charges when due or evidenced an intent to damage telephone utility equipment.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.15 Denial or Discontinuance by Company, cont.**

1.15.6 Whenever service is discontinued for fraudulent use of service, Navigator Telecommunications, LLC may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

1.15.7 Service may be discontinued without notice for tampering with the Company's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of the Company or other end-users.

1.16 Settlement Agreement for Residential Customers

1.16.1 When a residential Customer is unable to pay a charge in full when due, Navigator Telecommunications, LLC shall permit the Customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both Navigator Telecommunications, LLC and the Customer. A copy of the settlement agreement shall be delivered or mailed to the Customer upon request by the Customer.

1.16.2 Matters treated by a settlement agreement shall not constitute a basis for discontinuance as long as the terms of the settlement agreement are followed.

1.17 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

1.18 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will obtain Commission approval regarding specific promotions and contests.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.19 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 1, paragraph 1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

1.20 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of past due monies due the Carrier including legal and accounting expenses incurred by the Company's use of collection agencies or use of legal action. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

1.21 Returned Check Charges

There will be a \$20 charge for each check returned for insufficient funds.

1.22 Service Implementation

Absent a promotional offering, service implementation charges per service order will apply to new service orders or to orders to change existing service for the services listed in Section 3.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.23 Reconnection Charge**

A reconnection fee will be charged when service is re-established for Customers who have been disconnected for nonpayment, and is payable at the time that the restoration of suspended service and facilities is arranged.

1.24 Operator Services

- 1.24.1 Navigator Telecommunications, LLC will not bill for incomplete calls where answer supervision is available. Navigator Telecommunications, LLC will not bill for incomplete calls and will remove any charges for incomplete calls upon (a) subscriber notification or (b) Navigator Telecommunications, LLC's knowledge.
- 1.24.2 The caller and billed party, if different from the caller, will be advised that Navigator Telecommunications, LLC is the operator service provider at the time of the initial contact.
- 1.24.3 Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- 1.24.4 Only Price Listed rates approved by this Commission for Navigator Telecommunications, LLC shall appear on any local exchange telephone company (LEC) billings.
- 1.24.5 Navigator Telecommunications, LLC shall be listed on the LEC billing if the LEC has multi-company billing ability.
- 1.24.6 Navigator Telecommunications, LLC will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- 1.24.7 Navigator Telecommunications, LLC will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.24 Operator Services, cont.

- 1.24.8 Upon request, Navigator Telecommunications, LLC will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual origination point.
- 1.24.9 Navigator Telecommunications, LLC will refuse operator services to traffic aggregators which block access to other companies.
- 1.24.10 Navigator Telecommunications, LLC will assure that traffic aggregators will post and display information including: (1) that Navigator Telecommunications, LLC is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange companies.

1.25 Access to Telephone Relay Services

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

SECTION 1 - RULES AND REGULATIONS, CONT.**1.26 Access to Carrier of Choice**

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. ICs should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

1.27 Directory Listings

- 1.27.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 1.27.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 1.27.3 The listings of subscribers, either without charge or at the rate specified within this Price List for other listings, are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.27 Directory Listings, cont.**

- 1.27.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or when the Customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 1.27.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 1.27.6 Generally, the listed address is the location of the subscriber's place of business or residence.
- 1.27.7 Liability of the Company due to directory errors and omissions is as specified in Section 1, paragraph 1.4 of this Price List.
- 1.27.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation, which contracts for the service, or the name under which a business is regularly conducted.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.28 Special Construction**

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

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

SECTION 1 - RULES AND REGULATIONS, CONT.**1.29 Universal Emergency Telephone Number Service (911, E911)**

- 1.29.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911.
- 1.29.2 At the time the Company provides basic local service to a Customer by means of its own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 1.29.3 The Company will collect 911 surcharges and remit surcharge revenue to the appropriate governmental entity on a monthly basis.
- 1.29.4 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.29 Universal Emergency Telephone Number Service (911, E911), cont.**

1.29.5 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

1.29.6 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Price List, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others.

Under the terms of this Price List the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement 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 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.30 Customers Rights and Responsibilities

1.30.1 Rights and Responsibilities of Florida Residential Telephone Customer

This information explains your rights and responsibilities as a residential telephone Customer.

1.30.2 Your Telephone Bill

You will receive a telephone bill from us each month. Navigator Telecommunications, LLC provides basic local services. Navigator Telecommunications, LLC does not normally require deposits, although deposits may be required from Customers whose credit history is unacceptable or unavailable. Navigator Telecommunications, LLC reserves the right to collect advance payments for recurring and non-recurring charges. Payment in full is due within 21 days of the date of the bill. If Navigator Telecommunications, LLC does not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach Navigator Telecommunications, LLC by the due date.

1.30.3 Payment Arrangements

Payment must be sent to Navigator Telecommunications, LLC. Payment for service may be by check. Returned checks are subject to a charge of \$20. If you are temporarily having difficulty paying your telephone bill, please call Navigator Telecommunications, LLC immediately at 888-662-8835. By doing this, you may avoid having your phone service suspended or disconnected.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.30 Customers Rights and Responsibilities, cont.****1.30.4 Disconnection or Suspension of Telephone Service**

Your telephone service is subject to disconnection or suspension for any of the reasons listed below. If service is disconnected, a new telephone number will be assigned and you will be required to pay installation charges again. If service is suspended, your telephone number is reserved for 10 days and you will not be charged installation charges again.

- 1) Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until five days after a charge has become delinquent. Additionally, Navigator Telecommunications, LLC will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your service.
- 2) Failure to post a required deposit or guarantee;
- 3) Violation of or noncompliance with any provision of law, or of the Price Lists or terms and conditions of service of the Company filed with and approved by the Commission;
- 4) Failure to substantially comply with the terms of a settlement agreement;
- 5) Neglect or refusal to provide reasonable access to Navigator Telecommunications, LLC or its agents for the purpose of inspection and maintenance of equipment owned by Navigator Telecommunications, LLC or its agents;
- 6) Interconnection of a device, line or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission;
- 7) Excessive or improper use of telephone service, or use in such manner as to interfere with reasonable service to other end-users.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.30 Customers Rights and Responsibilities, cont.

1.30.5 Reconnection of Service

After local telephone service has been disconnected, Navigator Telecommunications, LLC will restore your service when the reason for the disconnection has been remedied. Before restoring your service, the following will be required:

- 1) Payment for all undisputed amounts must be received by Navigator Telecommunications, LLC or its authorized Agent.
- 2) Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.
- 3) Navigator Telecommunications, LLC does not normally require deposits, although deposits may be required from Customers whose credit history is unacceptable or unavailable. Navigator Telecommunications, LLC reserves the right to collect advance payments for recurring and non-recurring charges.

1.30.6 Inquiries and Complaints

Telephone inquiries may be directed to Navigator Telecommunications, LLC at 888-662-8835. Written inquiries may be directed to:

Navigator Telecommunications, LLC
212 Center Street, Suite 500
Little Rock, AR 72201.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.30 Customers Rights and Responsibilities, cont.

1.30.7 Filing a Complaint with the Florida Public Service Commission.

If Navigator Telecommunications, LLC cannot resolve your complaint, you may contact the Florida PSC by mail, phone or internet at the following:

**THE FLORIDA PUBLIC SERVICE COMMISSION
Division Of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-8153**

Phone Toll Free (TDD & Voice) 1-800-342-3552

Facsimile Toll Free 1-800-511-0809

Internet E-mail address for filing complaints: CONTACT@PSC.STATE.FL.US

Internet Address for retrieving information: <http://www.scri.net/psc>

SECTION 2 - DESCRIPTION OF SERVICE

2.1 Product Descriptions Generally

Navigator Telecommunications, LLC will resell many of the underlying carrier's services for business and residential Customers of the incumbent local exchange carriers that are eligible for resale. Navigator Telecommunications, LLC will also sell services for business Customers, including Virtual PBX service and certain optional business features.

SECTION 2 - DESCRIPTION OF SERVICE, CONT.

2.1 Product Descriptions Generally, cont.

2.1.1 Resold Services

Navigator Telecommunications, LLC's Resold Services are offered for local calling using the resold services of the ILEC.

Navigator Telecommunications, LLC resells business, residential, PBX trunks, and optional services of the ILEC.

Resold features associated with resold local exchange service will be priced according to the rates established for such features in the underlying carrier's effective intrastate Price Lists, together with applicable discounts. The rates for specific resold services are set forth in Section 3 - Rates.

SECTION 2 - DESCRIPTION OF SERVICE, CONT.**2.2 Caller ID Language**

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residence of employees/volunteers, where an executive officer of the agency registers with the telephone company a need for blocking: (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. Line blocking Customers can unblock their calling name and/or number information on a per call basis, at no charge, by dialing an access code (*82 on their Touch-Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their Touch-Tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the name and/or number will not be transmitted across the line to the called party. Instead, Caller ID Customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone. The blocking of Calling Party Number (CPN) will not be provided on calls originating from Customer-Owned Pay Telephone Service. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly, by the transmission to a Caller ID Customer of a name or telephone number which the calling party of the Caller ID Customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Price List. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

SECTION 2 - DESCRIPTION OF SERVICE, CONT.**2.3 Local Service Areas**

Navigator Telecommunications, LLC will provide local exchange and basic local exchange telecommunications service in the following exchanges currently served by the ILEC. The geographic area in which service is to be offered follows the exchange boundaries and is no smaller than an exchange. Navigator Telecommunications, LLC concurs in the ILEC's local calling scopes.

2.3.1 Exchanges by Rate GroupClassification of Exchanges

Group	Total Exchange Access Lines and PBX Trunks-Upper Limits
1	2,000
2	7,000
3	22,000
4	55,000
5	120,000
6	195,000
7	280,000
8	375,000
9	450,000
10	550,000
11	700,000
12	Unlimited

SECTION 2 - DESCRIPTION OF SERVICE, CONT.

2.4 Directory Listings

For each Customer of Navigator Telecommunications, LLC's Exchange Access Service(s) the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings. See SECTION 3. for the rates for additional directory listings.

2.5 Operator-Assisted Services

Operator-assisted services are provided to Business and Residential Customers on a pre-subscribed basis. Various billing arrangements are available with Navigator Telecommunications, LLC's operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Charges apply as stated in SECTION 3, as well as per call operator charges.

SECTION 2 - DESCRIPTION OF SERVICE CONT.**2.5 Operator-Assisted Services, cont.****2.5.1 Operator Dialed Surcharge**

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the Navigator Telecommunications, LLC network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

2.5.2 Busy Line Verify and Line Interrupt Service

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

A charge will apply when:

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

SECTION 2 - DESCRIPTION OF SERVICE CONT.

2.5 Operator-Assisted Services, cont.

2.5.2 Busy Line Verify and Line Interrupt Service, cont.

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

No charge will apply when:

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

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

2.6 Directory Assistance

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

SECTION 2 - DESCRIPTION OF SERVICE, CONT.**2.6 Directory Assistance, cont.**

Call allowances are as stated below:

1. No charge applies for the first two (2) calls per month requesting telephone numbers for lines located within the Company's local calling area for the originating line per individual line and MultiServ* service and MultiServ PLUS* service main station line, PBX trunk line, Dormitory communication station line or for the first call per month per Centrex, ESSX® service, and Digital ESSX ® service station line.

The allowance is cumulative for all group billed services furnished to the same subscriber.

2. Subscribers who have applied for and received Company certification as being unable to use a telephone directory due to a visual or physical disability which can be confirmed by a physician, appropriate group, or agency are exempt from charges for Directory Assistance calls when requesting telephone numbers of lines located within the Company's local calling area for the originating line. Written confirmation must be provided to the Company for this exemption to apply. Application procedures may be obtained by calling the local business office. This exemption is applicable exclusively to calls made by the individual from their line, or in the case of a business employing disabled person(s), from the line assigned to that individual(s). Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of the exemption could result in its removal.

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SECTION 2 - DESCRIPTION OF SERVICE, CONT.

2.7 Extended Area Services

Enhanced Optional Extended Area Service (EOEAS) and Extended Calling Service (ECS) allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intraLATA toll rates. Navigator Telecommunications, LLC will mirror all existing Enhanced Optional Extended Area Service and Extended Calling Service areas in the exchanges of the ILECs where Navigator Telecommunications, LLC offers services.

SECTION 3 - RATES

3.0 General

Installation, monthly recurring and per minute usage charges will apply to the Company's local exchange services.

SECTION 3 - RATES**3.1 Service Charges****3.1.1 Definitions****SERVICE CHARGE**

Service Charge is a nonrecurring charge or charges applying to the ordering, installing, moving, changing, rearranging or furnishing of telecommunication services or facilities.

Service Charges are categorized as:

Line Connection Charge

Line Change Charge

Secondary Service Charge

Premises Work Charge

Line Connection Charge (First Line and/or Additional Line) applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

Line Change Charge (First Line and/or Additional Line) applies per line to miscellaneous customer requested changes on existing service for, but not limited to, number change and suspend/restore.

Secondary Service Charge applies per customer request for the receiving, recording, and processing of customer requests to change services or add new or additional services.

Premises Work Charge is a nonrecurring charge based on the labor time and miscellaneous materials required to rearrange the drop wire, protector and/or network interface.

CUSTOMER REQUEST

The term "per customer request" as used in this section shall be defined as a customer request for service that is ordered at the same time to be provided on the same date, the same premises, the same system, and the same account.

NETWORK INTERFACE

The network interface is a FCC approved standard registration program jack which is used at the demarcation point as a means of connection between the telecommunications network and the customer's inside wire and/or equipment.

SECTION 3 - RATES, CONT.**3.1 Service Charges****3.1.2 Application of Charges, cont.****3.1.2.2 Line Connection Charge Application**

- A. The Line Connection Charge First Line is applicable if the customer is requesting only one line or for the first line if multiple lines are being ordered.
- B. On multiple line requests, the Line Connection Charge Additional Line applies for each additional line ordered after the first line per customer request.
- C. The Line Connection Charge applies:
 - 1. For the connection of an exchange access line or trunk. The charge is applicable per exchange access line or trunk.
 - 2. Per main station line for ESSX® service, Digital ESSX® service, Centrex service, MultiServ* service and MultiServ PLUS* service.
 - 3. Per Network Access Register (NAR) for ESSX-1 service.

3.1.2.3 Line Change Charge Application

- A. The Line Change Charge First Line is applicable if the customer is requesting changes on only one line or for the first line if changes are being made on multiple lines.
- B. On multiple line requests, the Line Change Charge Additional Line applies for each additional line requested changed per customer request after the first line.
- C. If the Line Connection Charge First Line applies on a customer request, any additional Line Change Charges applicable for the same customer request will be billed at the Line Change Charge Additional Line rate.
- D. The Line Change Charge applies:
 - 1. For each telephone number changed when requested by the customer.
 - 2. For each change of station number for Centrex-CO, ESSX® service, Digital ESSX® service, MultiServ* service and MultiServ PLUS* service, and for each change in the operation of a NAR for ESSX-1. This charge is applicable in addition to the appropriate charge for station number changes when a change of basic exchange telephone number is requested coincident with a change of station number.

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Issued: November 9, 1998 By Louis F. McAlister, Jr., President & CEO

Effective:

Navigator Telecommunications, LLC

212 Center Street, Suite 500, Little Rock AR 72201

SECTION 3 - RATES, CONT.**3.1 Service Charges****3.1.2 Application of Charges, cont.****3.1.2.3 Line Change Charge Application, cont.**

3. For each line or trunk, or for each NAR on ESSX-1 being restored after service is temporarily denied for nonpayment.
4. For each line or trunk, for each NAR on ESSX-1 being temporarily suspended at the request of a customer.
5. For changing from loop start to ground start and vice versa and for changing from a line to a trunk and vice versa, for changes in direction, etc.
6. For changing from Foreign Central Office Service to home wire center and vice versa.

3.1.2.4 Secondary Service Charge Application

- A. The Secondary Service Charge will not apply if a Line Connection Charge or Line Change Charge is applicable.
- B. The Secondary Service Charge applies for adding or rearranging:
 1. Custom Calling Service
 2. Prestige® Communications service
 3. Grouping Service
 4. RingMaster® service
 5. TouchStar® service
 6. Customized Code Restriction
 7. Customer requested directory listing changes
 8. Remote Call Forwarding
 9. Other features or services for which the Line Connection Charge and Line Change Charge are not applicable.

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SECTION 3 - RATES, CONT.**3.1 Service Charges****3.1.2 Application of Charges, cont.****3.1.2.4 Secondary Service Charge Application, cont.**

- C. The Secondary Service Charge applies for:
1. Transfers of responsibility.
 2. Changing from residence to business service and vice versa. The business charge applies when changing to business and the residence charge applies when changing to residence. If the telephone number changes the Line Change Charge applies in lieu of the Secondary Service Charge.
 3. Rearrangement of drop wire, protector, and/or network interface. Additionally, Premises Work Charges will apply.
 4. Installing a Network Interface jack, at the customer's request, on existing service. Additionally, Premises Work Charges will apply.
 5. Changing call referrals to another number at the customer's request.
- D. The Secondary Service Charge is also applicable:
1. When installing or changing a station line or changing a station number on ESSX-1 service.
 2. When adding or changing the operation of a NAR on ESSX® service, Digital ESSX® service, Centrex service or MultiServ PLUS® service.

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SECTION 3 - RATES, CONT.**3.1 Service Charges****3.1.2 Application of Charges, cont.****3.1.2.5 Premises Work Charge Application**

- A. The appropriate Line Connection Charge, Secondary Service Charge or Line Change
- B. Premises Work Charges apply per customer request, per Company employee performing billable work on the customer's premises. The sum of their time is used to determine the number of 15-minute increments to be billed. Only one initial increment is to be billed per customer request except when the customer specifically requests more employees than the Company would normally dispatch. Where additional employees are specifically requested by the customer, the initial increment charge will also apply per additional Company employee specifically requested.
- C. Premises Work Charges apply:
1. For, but not limited to, rearrangement of drop wire, protector and/or network interface.
- D. The charge for a Network Interface jack applies in addition to the appropriate Premises Work Charges for installing a Network Interface at the customer's request on existing service.

3.1.2.6 Service Charge Exceptions

- A. Service Charges do not apply for:
1. Adding Touch-Tone Service when no other services are requested.
 2. Changing from a private or semiprivate listing to a listed number.
 3. Changing from one flat, measured or message rate basic service (including Area Plus[®] service and Complete Choice* options) to another.
 4. Changing the primary listing of a residence customer to the name of the remaining spouse in event of death or divorce of the spouse currently listed.
 5. Converting existing customers to Lifeline.
 6. Establishing Customized Code Restriction for Lifeline customers.

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SECTION 3 - RATES, CONT.**3.1 Service Charges****3.1.2 Application of Charges, cont.****3.1.2.6 Service Charge Exceptions, cont.**

7. The move from a premises which has been destroyed or made untenable by a disaster such as a hurricane, tornado, fire, flood, etc., when equivalent service is established, at the new/temporary location or for the move back into the original location.
 8. Changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.
 9. Requests for establishing toll credit cards.
 10. Requests for full or partial disconnection.
 11. Upgrades from Back-Up* Line service to business individual line service.
- B. When a customer's request is provided:
1. In accordance with a promotional waiver, additional service subject to an equal or lesser Service Charge may be made a part of the promotional service request. Charges for Line Connection, Line Change, or Premises Work will apply, if applicable, for additional service.
 2. In accordance with the Service Charge waivers listed section 3.1.2.6. preceding, additional features or services subject to the Secondary Service Charge may be made a part of the waiver service request.
- C. Service charges for connection, move or change do not apply to telephone service previously provided over a Government System in military housing where there is no break in the continuity of service.

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SECTION 3 - RATES, CONT.

3.1 Service Charges

3.1.3 Rates and Charges(1)

A. Line Connection Charge

1. Applies per exchange access line, trunk, or per NAR for ESSX-1.

	Residence	Business	USOC
(a) First Line (per customer request)	\$40.00	\$56.00	NA
(b) Additional Line (each)	12.00	12.00	NA

B. Line Change Charge

1. Applies per exchange access line, trunk, or per NAR for ESSX-1.

(a) First Line (per customer request)	23.00	38.00	NA
(b) Additional Line (each)	11.00	11.00	NA

C. Secondary Service Charge

1. Applies per customer request

(a) Each	10.00	19.00	NA
----------	-------	-------	----

D. Premises Work Charge

1. First 15-minute increment or fraction thereof

(a) Per increment	25.00	28.00	NA
-------------------	-------	-------	----

2. Each additional 15-minute increment or fraction thereof

(a) Per increment	9.00	9.00	NA
-------------------	------	------	----

Footnotes

- (1) Discount – The discounts for service charges should be applied at the same rate as the discounts on monthly re-occurrences for these services.

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SECTION 3 - RATES, CONT.**3.1 Service Charges****3.1.4 Dual Service****3.1.4.1 General**

- A. Dual Service is a service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center for a limited period of time (90 days maximum) for nondesignated services only. The provision of Dual Service assures the customer continual service at both locations during the time of a move.
- B. A request for Dual Service occurs on orders for a transfer of service (T&F) within the same wire center where no telephone number change is involved.
- C. Dual Service will be offered subject to the availability of facilities and technical limitations.
- D. Payment for Dual Service is provided for by billing the nonrecurring charge following plus the applicable portion of the monthly rate on both lines during the period of service overlap, regardless of the duration of that overlap (90 days maximum).

3.1.4.2 Rates and Charges**A. Exchange Access Line****1. Per line, trunk or main station line**

	Nonrecurring Charge	USOC
(a) Residence(1)	\$20.00	NA
(b) Business(2)	20.00	NA

Footnotes:

- (1) Volume Discounts - 10% for 2+ lines. Service contract length Discounts - 10% for 12+ months.
- (2) Volume Discounts - 10% for 5+ lines. Service contract length Discounts - 5% for 12 months, 10% for 24+ months.

SECTION 3 - RATES, CONT.**3.1 Service Charges****3.1.5 Link-Up****3.1.5.1 General**

- A. Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit for the non-recurring installation and service charges to qualifying low income residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in FCC 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Florida Public Service Commission and are as set forth in this Price List.
- 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 \$30.00, is available to be passed through to the subscriber.

3.1.5.2 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, the named subscriber to the service must provide proof of eligibility prior to installation of service.
5. The total Price Listed charges for connecting service, including service and other installation charges, are considered in the credit calculation.
6. The non-discounted federal credit amount will be passed along to eligible end users ordering local service from this Price List.

SECTION 3 - RATES, CONT.**3.1 Service Charges****3.1.5 Link-Up, cont.****B. Eligibility**

1. To be eligible for a Link-Up credit, a customer must be a current recipient of any of the following low income assistance programs.
 - a. Temporary Assistance to Needy Families (TANF), previously known as AFDC
 - b. Supplemental Security Income (SSI)
 - c. Food Stamps
 - d. Medicaid
 - e. Federal public housing/Section 8
 - f. Low Income Home Energy Assistance Plan (LIFEAP)
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 service. The Link-Up credit will not be established until proof of eligibility has been received by the Company. If the customer requests installation without proof of eligibility, the requested service will be provided without the Link-Up credit.
2. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.
3. Resellers providing Link-Up service from this Price List are responsible for determining proof of eligibility prior to requesting the service. Disclosure requirements described in 2. preceding are applicable to resellers of Link-Up service.

3.1.5.3 Rates and Charges

- A. The federal credit available for a Link-Up connection is \$30.00 (maximum) or fifty percent (50%) of the installation and service charges from this Price List, whichever is less.
- B. Link-Up is identified and provisioned by the USOC LNK.

SECTION 3 - RATES, CONT.**3.2 Resold Services****3.2.1 Resold Exchange Access Lines**

The Company concurs in the rules and regulations applying to and governing Basic Local Exchange telephone service (hereinafter referred to as Exchange Access Lines service) as set forth in the Bellsouth Telecommunications, Inc. Florida General Subscriber Service Price List on file with and approved by the Public Service Commission of the State of Florida, and in any amendments thereto as authorized by the Florida Public Service Commission or applicable law. The Company concurs with Bellsouth Telecommunications, Inc.'s regulations, descriptions and scopes of the following Exchange Access Line telephone Services, but not the rates. Rates and specific footnotes for these services are set out in the following pages of this concurrence.

The Company reserves the right to cancel and make void the above concurrence statement, subject to requirements as may be ordered by the Florida Public Service Commission, at any such time as it appears that such cancellation is in the best interest of the Company and/or its Customers.

SECTION 3 - RATES, CONT.

3.2 Resold Services, cont.

3.2.1 Resold Exchange Access Lines, cont.

3.2.1.A Flat Rate Service

The rates specified herein entitle subscribers to an unlimited number of messages to all exchange access lines bearing the designation of central offices within the serving exchange and extended area service additional exchanges or portions of exchanges.

1. Residence and Business Exchange Access Line Rates

(a) Residence Service(1)

I. Rate Groups 1 - 6

	Group						
	1	2	3	4	5	6	USOC
(i). Individual service	\$7.30	\$7.70	\$8.10	\$8.40	\$8.80		
	\$9.15	1FR++					

II. Rate Groups 7 - 12

	Group						
	7	8	9	10	11	12	USOC
(i). Individual service	\$9.50	\$9.80	\$10.05	\$10.30	\$10.45		
	\$10.65	1FR++					

(b) Business Service (2)

I. Rate Groups 1-6

	Group						
	1	2	3	4	5	6	USOC
(i). Individual line	\$19.80	\$20.80	\$21.90	\$22.90	\$23.85		
service	\$24.90	1FB					

II. Rate Groups 7 - 12

	Group						
	7	8	9	10	11	12	USOC
(i). Individual line	\$25.75	\$26.60	\$27.40	\$28.00	\$28.60		
service	\$29.10	1FB					

Footnotes

- (1) Volume Discounts - 10% for 2+ lines. Service contract length Discounts - 10% for 12+ months.
- (2) Volume Discounts - 10% for 5+ lines. Service contract length Discounts - 5% for 12 months, 10% for 24+ months.

SECTION 3 - RATES, CONT.

3.2 Resold Services, cont.

3.2.1 Resold Exchange Access Lines, cont.

3.2.1.A Flat Rate Service, cont.

2. PBX trunks are offered for residence and business service as specified following:

(a) Residence - Rate Groups 1-6(1)

	Group						
	1	2	3	4	5	6	USOC
I. Two way	\$13.51	\$14.20	\$14.88	\$15.38	\$16.07		
	\$16.66	TFR					

(b) Residence - Rate Groups 7-12(1)

	Group						
	7	8	9	10	11	12	USOC
I. Two way	\$17.25	\$17.77	\$18.19	\$18.62	\$19.86		
	\$19.21	TFR					

(c) Business, Rate Groups 1-6(2)

	Group						
	1	2	3	4	5	6	USOC
I. Combination	\$33.66	\$35.36	\$37.23	\$38.93	\$40.55		
	\$42.33	TFC					
II. Out dial	33.66	35.36	37.23	38.93	40.55		
	42.33	TFU					
III. Inward only	33.66	35.36	37.23	38.93	40.55		
	42.33	TFN					
IV. DID (Direct In-Dial)	33.66	35.36	37.23	38.93	40.55		
	42.33	TDD1X					
V. DID Combination(3)	67.32	70.72	74.46	77.86	81.10		
	84.66	TDDCX					

(d) Business, Rate Groups 7-12(2)

	Group						
	7	8	9	10	11	12	USOC
I. Combination	\$43.78	\$45.22	\$46.58	\$47.60	\$48.62		
	\$49.47	TFC					
II. Out dial	43.78	45.22	46.58	47.60	48.62		
	49.47	TFU					
III. Inward only	43.78	45.22	46.58	47.60	48.62		
	49.47	TFN					
IV. DID (Direct In-Dial)	43.78	45.22	46.58	47.60	48.62		
	49.47	TDD1X					
V. DID Combination(3)	87.56	90.44	93.16	95.20	97.24		
	98.94	TDDCX					

SECTION 3 - RATES, CONT.

Footnotes

- (1) Volume Discounts – 10% for 2+ lines. Service contract length Discounts – 10% for 12+ months.
- (2) Volume Discounts – 10% for 5+ lines. Service contract length Discounts – 5% for 12 months, 10% for 24+ months.
- (3) Only provisioned from 1AESS and 5ESS switches in conjunction with the Call Transfer Feature.

SECTION 3 - RATES, CONT.

3.2 Resold Services, cont.

3.2.1 Resold Exchange Access Lines, cont.

3.2.1.A Flat Rate Service, cont.

3. Auxiliary Line Service (Inward Service)

(a). Under the conditions specified following, a subscriber, having two-way flat rate individual line business service in an exchange offering auxiliary line service, may contract for one or more auxiliary lines connected to the Central Office by individual circuits at the rate specified following for auxiliary lines.

(b). The auxiliary line must terminate on the same premises as that in which the two-way service is located.

(c). The auxiliary line is to be used for one way (inward to the subscriber) service only.

(d). Auxiliary line service may or may not be arranged for rotary, hunting or similar service which allows completion of an incoming call from a line that is called but is in use, by means of an arrangement of central office equipment on a full time basis.

(e). Auxiliary line service is furnished at a rate for each line equal to the rate applicable for business individual line flat rate service for that exchange. Where the lines are arranged for rotary, hunting or similar service, the rotary charge will apply.

I. Rates(1)(2)

(i) Rate Groups 1-6

	Group						
	1	2	3	4	5	6	USOC
1. Per Auxiliary line	\$19.80	\$20.80	\$21.90	\$22.90	\$23.85		
	\$24.90	7FB					

(ii) Rate Groups 7-12

	Group						
	7	8	9	10	11	12	USOC
1. Per Auxiliary line	\$25.75	\$26.60	\$27.40	\$28.00	\$28.60		
	\$29.10	7FB					

Footnotes

- (1) Residence - Volume Discounts - 10% for 2+ lines. Service contract length Discounts - 10% for 12+ months.
- (2) Business - Volume Discounts - 10% for 5+ lines. Service contract length Discounts - 5% for 12 months, 10% for 24+ months.

SECTION 3 - RATES, CONT.**3.2 Resold Services, cont.****3.2.1 Resold Exchange Access Lines, cont.****3.2.1.A Flat Rate Service, cont.****4. Complete Choice® Service****(a) General**

1. Complete Choice® service provides the features specified following in conjunction with a flat rate access line. The access line includes Touch-Tone capability.

2. The rate specified herein entitles a residence subscriber to access all exchange access lines in the subscriber's local calling area.

3. The rate specified herein also entitles a residence subscriber to unlimited use of the services/features.:

- Custom Calling Services - all services except Three-Way Calling with Transfer which is only available with the Two- and Three-Line Plans
- TouchStar® Services excluding Calling Number Delivery Blocking-Permanent
- Customized Code Restriction
- RingMaster® Service
- Message Waiting Indication
- Obsolete Custom Calling Services

A subscriber may select an unlimited number of compatible services or features from the sections listed above. All rules, regulations and limitations specified in the sections listed apply to the respective services/features requested as part of this service. Service charges specified in this Price List do not apply for transactions involving only additions, deletions or changes to the services/feature requested as part of this service.

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SECTION 3 - RATES, CONT.**3.2 Resold Services, cont.****3.2.1 Resold Exchange Access Lines, cont.****3.2.1.A Flat Rate Service, cont.****4. Complete Choice® Service, cont.****(a) General, cont**

4. Residence customers may subscribe to the Two-Line Plan or the Three-Line Plan for Complete Choice® service. Both plans offer hunting, call hold, and call pick-up (the ability to answer an incoming call from another line) at no additional charge in addition to the features listed in 3. preceding. All services/features specified as available with Complete Choice® service are available with each line of a multi-line package. All lines in each multi-line package must be on the same account and at the same premises.

5. Service charges specified in Section 3.1. of this Price List do not apply for a conversion of existing service to/from Complete Choice® service.

6. Existing customers of Complete Choice® service can not take advantage of special promotions for Complete Choice® service or Area Plus® service with the Complete Choice® option or any of the services/features specified in 3. preceding unless specifically allowed by the terms of the special promotion.

(b) Rates and Charges

1. The following monthly rates apply for Complete Choice® service. A portion of the per line rate equal to the rate for residence individual line service specified preceding is classified as Basic Service. The remainder of the per line rate is classified as Non-Basic Residential Optional Service.

(1) Residence - Individual line service(1)	Suspend Rate	Monthly Rate	USOC
(a) Per line (USOCs VR3 and VSB must both be used to provide this service.)	\$5.50	\$28.00	NA
(b) Per Two-Line Plan package	11.00	54.50	CCML2
(c) Per Three-Line Plan package	16.50	81.00	CCML3

(1) Volume Discounts - 10% for 2+ arrangements. Service contract length Discounts - 10% for 12+ months.

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SECTION 3 - RATES, CONT.**3.2 Resold Services, cont.****3.2.1 Resold Exchange Access Lines, cont.****3.2.1.A Flat Rate Service, cont.****5. Area Plus® Service****(a). General**

1. Area Plus® service provides residence subscribers a flat rate access line with unlimited calling to all access lines within the serving exchange, the additional exchanges in the associated Extended Area Service (EAS) and Extended Calling Service (ECS) categories and all other exchanges in the subscriber's LATA. The access line includes Touch-Tone capability.

2. Subscribers to any of the Area Plus® services receive a thirty percent discount on Toll rates. This discount applies to covered customer-dialed calling card calls, including the calling card surcharges on these calls; and to covered customer-dialed collect calls accepted by the subscriber to any of the Area Plus® services, including the operator surcharges on these calls. The discount is applied on a per line basis to each call type after the calls have been aggregated to a monthly total.

3. Residence customers may also subscribe to Area Plus® service with the Complete Choice® option. All services/features specified as available with Complete Choice® service are available with this option of Area Plus® service. Rules, regulations and limitations specified for Complete Choice® service apply to this option of Area Plus® service.

4. Residence customers may subscribe to the Two-Line Plan or the Three-Line Plan for Area Plus® service with the Complete Choice® option. Both plans offer hunting, call hold and call pick-up at no additional charge as specified preceding. All services/features specified as available with Complete Choice® service are available with each line of a multi-line package. Rules, regulations and limitations specified for Complete Choice® service apply to each line of a multi-line package with the Complete Choice® option. All lines in each multi-line package must be on the same account and at the same premises.

5. Service charges specified in Section 3.1. of this Price List do not apply for a conversion of existing service to/from Area Plus® service or Area Plus® service with the Complete Choice® option.

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SECTION 3 - RATES, CONT.**3.2 Resold Services, cont.**

3.2.1 Resold Exchange Access Lines, cont.

3.2.1.A Flat Rate Service, cont.

5. Area Plus® Service, cont.

(a). General, cont.

6. Residential Area Plus® service and Area Plus® service with Complete Choice® option customers may not subscribe to Local Usage Detail.

7. Existing customers of Area Plus® service with the Complete Choice® option can not take advantage of special promotions for Complete Choice® service or Area Plus® service with the Complete Choice® option or any of the services/features specified preceding unless specifically allowed by the terms of the special promotion.

(b). Rates and Charges

1. The following rates apply for Area Plus® services. The portion of the per line rates equal to the rate for residence individual line service specified preceding is classified as Basic Service. The remainders of the per line rates are classified as Non-Basic Residential Optional Service.

(1) Residence Individual line service(1)

	Suspend Rate	Monthly Rate	USOC
(a) Per line (without the Complete Choice® option)	\$15.00	\$30.00	VR5
(b) Per line with the Complete Choice® option (USOCs VR6 and VSB must both be used to provide this service)	14.50	46.00	NA
(c) Per Two-Line Plan package with the Complete Choice® option	29.00	90.50	ACML2
(d) Per Three-Line Plan package with the Complete Choice® option	43.50	135.00	ACML3

Footnotes:

(1) Volume Discounts – 10% for 2+ arrangements. Service contract length Discounts – 10% for 12+ months.

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SECTION 3 - RATES, CONT.**3.2 Resold Services, cont.****3.2.1 Resold Exchange Access Lines, cont.****3.2.1.B Message Rate Service****1. General**

A. Business and residence individual line message rate service is offered in all exchanges except where noted in the Local Exceptions sections of this Price List. Residence individual line message rate service is offered in all exchanges where facilities permit. The rates specified entitle subscribers to the number of messages specified to all exchange access lines bearing the designation of central offices of the serving exchange and extended area service additional exchanges.

B. Subscribers to message rate service are regularly billed monthly in advance. Messages in excess of the monthly message allowance are billed monthly in arrears. Local messages not used in one month's allowance are not credited to the subscriber's account for any other month service is rendered.

C. Where a subscriber contracts for two or more individual message rate lines on the same premises and agrees to grouped billing, the number of monthly message allowances per line, as specified preceding, will be multiplied by the number of such message rate lines and messages in excess of this product will be billed at the additional local message charge as indicated following. All lines included for such allowance must have the same central office designation.

D. Message charges will not apply to calls to the Company Business Office, Repair Service, Directory Assistance, Emergency 911 Service or 976 Dial-It Service.

E. Message rate service will not be provided in connection with the provision of Foreign Exchange or Foreign Central Office services.

F. Generally, any combination of message rate and flat rate service will not be allowed on the same premises.

SECTION 3 - RATES, CONT.

3.2 Resold Services, cont.

G. A message rate outgoing only line is also available to business and residence customers.

H. Extended Calling Service (ECS) supersedes Message Rate Service for calls to ECS additional exchanges, Local Calling Areas.

2. Monthly Rates and Message Charges

A. Residence Individual Line Message Rates(1)

1. Monthly Rates - Rate Groups 1-6

	1	2	3	Group 4	5	6
	USOC					
(a) Per line	\$6.30	\$6.30	\$6.30	\$6.30	\$6.30	\$6.30
	IMR					

2. Monthly Rates - Rate Groups 7-12

	7	8	9	Group 10	11	12
	USOC					
(a) Per line	\$6.40	\$6.60	\$6.77	\$6.94	\$7.05	\$7.18
	IMR					

3. Message Allowance and Message Charges

a. The monthly message allowance, per line, is 30 outgoing local messages (to the Local Calling Area, excluding the Extended Calling Service (ECS) additional exchanges).

(1) Additional outgoing local messages to the Local Calling Area excluding the ECS additional exchanges in excess of the allowance

rice	P
SOC	U
(a) Each	S.
10	N
A	

Footnote: (1) see page 24

SECTION 3 - RATES, CONT.**Business Individual Line Message Rates(2)****1. Monthly Rates - Rate Groups 1-6**

		Group					
	1	2	3	4	5	6	
	USOC						
(a) Per line	\$14.71	\$15.46	\$16.29	\$17.04	\$17.75	\$18.54	
	1MB						

2. Monthly Rates - Rate Groups 7-12

		Group					
	7	8	9	10	11	12	
	USOC						
(a) Per line	\$19.18	\$19.81	\$20.41	\$20.86	\$21.31	\$21.69	
	1MB						

Footnote: (2) see page 24

SECTION 3 - RATES, CONT.

3.2 Resold Services, cont.

3. Message Allowance and Message Charges

a. The monthly message allowance, per line, is 75 local messages (to the Local Calling Area, excluding the Extended Calling Service (ECS) additional exchanges)

(1) Additional local messages to the Local Calling Area excluding the ECS additional exchanges in excess of allowance

rice	P
SOC	U
(a) Each	\$.
12	N
A	

C. Trunks, Message Rate Service(1)(2)

1. Monthly Rates - Rate Groups 1-6

	Group					
	1	2	3	4	5	6
(a) Combination, first trunk	USOC \$15.26	\$16.01	\$16.84	\$17.59	\$18.30	\$19.09
with an allowance of 75 outward local messages	TMC					
(b) Combination, additional	7.63	8.01	8.42	8.79	9.15	9.54
trunk without an allowance of 75 outward local messages	TM5					
(c) Out dial, first trunk with	15.26	16.01	16.84	17.59	18.30	19.09
an allowance of 75 outward local messages	TMU					

Footnotes: (1)(2) see page 24

SECTION 3 - RATES, CONT.**3.2 Resold Services, cont.****1. Monthly Rates - Rate Groups 1-6 (Cont'd)**

	1	2	3	Group 4	5	6
	USOC					
(d) Out dial, additional trunk without an allowance of 75 outward local messages.	\$7.63 TM3	\$8.01	\$8.42	\$8.79	\$9.15	\$9.54
(e) Additional local messages in excess of allowance, each	.12 NA	.12	.12	.12	.12	.12

2. Monthly Rates - Rate Groups 7-12

	7	8	9	Group 10	11	12
	USOC					
(a) Combination, first trunk with an allowance of 75 outward local messages	\$19.73 TMC	\$20.36	\$20.96	\$21.41	\$21.86	\$22.24
(b) Combination, additional trunk without message allowance	9.86 TM5	10.18	10.48	10.71	10.93	11.12
(c) Outdial, first trunk with an allowance of 75 outward local messages	19.73 TMU	20.36	20.96	21.41	21.86	22.24
(d) Outdial, additional trunk without message allowance	9.86 TM3	10.18	10.48	10.71	10.93	11.12
(e) Additional local messages NA in excess of allowance, each message	.12	.12	.12	.12	.12	.12

SECTION 3 - RATES, CONT.

Footnotes

- (1) **Residence - Volume Discounts** – 10% for 2+ lines. Service contract length Discounts – 10% for 12+ months.
- (2) **Business - Volume Discounts** – 10% for 5+ lines. Service contract length Discounts – 5% for 12 months, 10% for 24+ months.

SECTION 4 - SPECIAL SERVICE ARRANGEMENTS**4.1 Individual Case Basis Arrangements**

Rates for Dedicated Access, Private Line and CO Based Virtual PBX Custom(Centrex) services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to Customers in a nondiscriminatory manner. Terms of the specific ICB contracts will be made available to the Florida Public Service Commission upon a request on a proprietary basis.

4.2 Customer Requested Service Suspensions

At the request of the Customer the Company will suspend incoming and outgoing service on the Customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the Customer's request the Company will, for 30 days, provide the Customer with an intercept recording referring callers to another number. This service is available to Customers at no charge.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction, during the period of suspension.

	<u>Period of Suspension Charge</u>
First Month or Partial Month	Regular Monthly Rate (no reduction)
Each Add'l. Month	(one year 1/2 Regular Monthly Rate limit)

EXHIBIT 3

Navigator Telecommunications, LLC

Attachment D

Affidavits

EXHIBIT 3

Navigator Telecommunications, LLC

**RESPONSE to APPLICATION
QUESTION NO. 16**

with attachments

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION OF NAVIGATOR)
TELECOMMUNICATIONS, LLC. FOR)
AUTHORITY TO PROVIDE ALTERNATIVE)
LOCAL EXCHANGE SERVICE WITHIN)
THE STATE OF FLORIDA)

DOCKET NO. _____

EXHIBIT 3

RESPONSE TO APPLICATION QUESTION NO. 16

A. Financial Capability

Since applicant is a new company and has only recently begun operations, it has no financial statements for the last three years; however, in support of its financial capability, applicant offers a copy of its current balance sheet, marked "Proprietary and Confidential," which is attached hereto as "Attachment A." While applicant intends to provide telecommunications service in the State of Florida using its own financial resources, it will also rely on a Conditional Guarantee, executed by Travis L. Parr, which is marked "Proprietary and Confidential" and is attached hereto as "Attachment B." In "Attachment B," Mr. Parr agrees, for a period of three years, to provide applicant with needed financing, in an amount not to exceed \$250,000.00 at any one time, to use in implementing and providing telecommunications service. Mr. Parr is an owner of nine percent (9%) of the equity interest in applicant and a member of applicant's board of directors. Applicant also provides an income statement for the current year, marked "Proprietary and Confidential" and attached hereto as "Attachment C."

Navigator Telecommunications, LLC. has the financial capability to provide the requested service in the geographic area proposed to be served. Furthermore, applicant has sufficient financial capability to maintain the requested service and to meet any lease or ownership obligations it may incur. Since applicant has recently begun operations, it has no historical audited or unaudited financial statements to attach to this application. However, affidavits stating that Navigator Telecommunications, LLC. has sufficient financial capability to provide alternative local exchange service in Florida are attached hereto as "Attachment D," and are signed by applicant's Chief Executive Officer and applicant's Chief Financial Officer. This supporting documentation is offered to show applicant's financial capability.

B. Managerial Capability

Navigator Telecommunication, LLC.'s management team consists of professionals with strong backgrounds in finance, marketing, and telecommunications. Applicant therefore has more than sufficient managerial and technical expertise and qualifications to operate as a reseller in the State of Florida. A detailed description of the qualifications of applicant's management team is set forth in "Attachment E."

C. Technical Capability

As a reseller, Navigator Telecommunications, LLC. will rely on the technical expertise of its underlying carrier, BellSouth, for the operation,

maintenance, and supervision of the network. The choice of an underlying carrier for applicant's Florida customers will be made based on an evaluation of performance, quality, and price offered by the carrier. Also, as previously noted, applicant's management team consists of professionals with strong backgrounds in finance, marketing, and telecommunications. Applicant therefore has sufficient managerial and technical expertise and qualifications to operate as a reseller in the State of Florida.

EXHIBIT 3

Navigator Telecommunications, LLC

Attachment E

Personnel Qualifications

Stephen L. Parr, 45, is a co-founder of Navigator Telecommunications. He serves as Chairman of the Board and Chief Financial Officer. He is also president of Navigator Capital Management, LLC. Previously, Mr. Parr was at Goldman, Sachs for 18 years. As a Vice-president, he was an international specialist and discretionary money manager, supervising global investing for several key clients. Mr. Parr serves on the Boards of Directors of Nextek, Inc., a high-technology manufacturer of electronics; Corphealth, Inc., a health care services company; Tominy, Inc., a software developer specializing in Year 2000 compliance; and, Bollinger, Inc., a personal fitness company. In addition, he serves on the boards of and as financial advisor to several other companies. Mr. Parr graduated from Vanderbilt University with a BA degree and received his MBA from Emory University.

Louis F. McAlister, Jr., 45, is a co-founder of Navigator Telecommunications. He acts as President and Chief Executive Officer. He is an experienced telecommunications innovator. During his 19-year career at Southwestern Bell Telephone (SWBT) he served in a wide variety of positions including engineering, operations, sales, customer service, and marketing. At SWBT, he introduced several new services, systems enhancements, and work process improvements that increased revenues and reduced costs. Mr. McAlister spent three years at Bell Communications Research (Bellcore) in systems design and operations strategic planning. His team developed a business model for end-to-end service operations, administration, maintenance, and provisioning that is in use today in the Regional Bell Operating Companies.

In 1991, Mr. McAlister joined Network Equipment Technologies (N.E.T.) where he was instrumental in their worldwide sales and marketing success to the carrier market. In addition to being a perennial revenue overachiever at N.E.T., he helped develop marketing plans, collateral, and sales compensation plans for the Carrier Sales group. Mr. McAlister also recruited and hired many of the field sales and engineering personnel for the carrier sales effort. His clients included AT&T, SWBT, NYNEX, and Sprint.

Mr. McAlister joined Sattel Communications in 1996 to organize a sales program targeting Internet service providers (ISPs) and competitive local exchange carriers (C-LECs). This start-up manufacturer of central office switches was a leader in the formation of the competitive local telecommunication market.

Mr. McAlister holds a BA from the University of Arkansas and an MS in Telecommunications Management from the Polytechnic University of New York. He also attended the University of Arkansas School of Law and was an Adjunct Professor at the Washington University in St. Louis Graduate School of Engineering Policy and Management.

Travis L. Parr, 47, is Vice-president of Marketing and Business Development at Navigator. Mr. Parr is a seasoned senior executive using his experience in brand management and major account sales management to develop sales plans, compensation systems, and competitive analysis. He is the former President, Marathon Venture Capital, (Madison Heights, MI). He is the former President of Meteor Photo and Imaging Company, (Troy, MI), digital imaging. He also served in various capacities at several other companies including, American Tape Company (manufacturing) (Marysville, MI); Dox & Seaway Automotive (Detroit, MI); The Allen Group (artificial intelligence diagnostics) and

Marketing Manager Chrysler Corporation (electronics division). Mr. Parr earned his BA from Vanderbilt University and an MBA Emory University.

Daniel A. Margolis, 32, is Vice-president of Operations at Navigator Telecommunications. He brings a diverse telecommunications background, spanning the areas of sales, service, and product development, both in central office and customer premises equipment. Before joining Navigator, he served as a Sales Engineering Manager for Sattel Communications, a provider of central office equipment for emerging carriers. Previously, Mr. Margolis was responsible for the operation of the services department of an AT&T/Lucent Technologies branch office, having previously performed several branch roles including sales, systems consultant, and project manager. He began his career as a product design engineer at Bell Laboratories. Mr. Margolis earned his Bachelors' and Masters' Degrees in Electrical Engineering from MIT, where he served as President of Phi Beta Epsilon fraternity.

Edward Skinner, Esq., 52, is General Counsel for Navigator Telecommunications, LLC. Mr. Skinner began his career in 1972. He joined the legal department at Southwestern Bell Telephone Company in 1975. Over the next 6 years, he held positions of increasing responsibility working in the regulatory, tariff and taxation areas. Prior to the AT&T divestiture, he joined Allied Telephone (ALLTEL) as Vice-president and Assistant General Counsel. From 1984 to 1996 he was Director and Vice President of Ivester, Skinner & Camp, a law firm specializing in telecommunications and regulatory work. He currently is Director and President of H. Edward Skinner, a private practice in Conway, Arkansas. Mr. Skinner is a graduate of Creighton University

and the University of Missouri-Kansas City School of Law. He is a member of the Arkansas Bar Association. He is licensed to practice in Arkansas and Missouri. He is also admitted to several Courts, including the U.S. District Court for the Western District of Missouri, U.S. District Court for the Eastern and Western Districts of Arkansas, the U.S. Circuit Court of Appeals for the Eighth Circuit, the U.S. Circuit Court of Appeals for the Sixth Circuit, and the U.S. Circuit Court of Appeals for the District of Columbia Circuit.

Kenrick L. LeDoux, 35, is Vice-president of Network Services. He began his career with Southwestern Bell Telephone Co. in 1983. He has worked in several engineering and technical sales positions including data communications and network design. Mr. LeDoux joined Network Equipment Technologies in 1993 as an ATM specialist. Mr. LeDoux has a BS in Computer Science and an MS in Computer Science from the University of Missouri, an MBA from Maryville College, and an MS in Telecommunications Management from Washington University in St. Louis. He is certified by several industry boards in the areas of building wiring, systems design, and network design.

Hilgrove (Hal) Gordon, 67, is VP-Human Resources at Navigator. Mr. Gordon's career spans over 35 years of computer, telecommunications, data, and equipment sales and management. He began his career with Xerox Corporation in a variety of positions culminating in his promotion to Regional Vice-president for Sales. He joined Timeplex in 1979 as Vice-president of the Eastern Region. He was instrumental in the development of several key executives at Timeplex and was recognized for his leadership and high achievement. Mr. Gordon joined Network Equipment Technologies

in 1985 as Vice-president of the Midwest Region. During his tenure at NET, Mr. Gordon's organization was recognized annually as the company leader in sales and service performance. Mr. Gordon brings a wealth of experience in sales and marketing including distribution strategies, pricing and promotion to Navigator. Currently, Mr. Gordon serves as a consultant to the industry. Mr. Gordon earned both a BA and an MBA from Columbia University in New York City.



NAVIGATOR TELECOMMUNICATIONS, LLC.
 212 Center St., Suite 500
 Little Rock, AR 72201
 (501) 375-7773 Telephone
 (501) 372-2197 Facsimile

November 23, 1998

DEPOSIT **DATE**
DO37 **NOV 24 1998**

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

Please find enclosed an original and six (6) copies of our Application for Authority to Provide Alternative Local Exchange Service within the State of Florida. Also enclosed is a check for the \$250.00 application fee.

Please contact me at the above address and telephone number if you need any additional information or documentation to complete the application process.

Thank you for your attention to and assistance with this matter.

Sincerely,

Michael McAlister
 Legal Counsel for Navigator Telecommunications, LLC.

Check received with filing and

98 IN
 M/ SERVA
 REC

NAVIGATOR TELECOMMUNICATIONS LLC

PHONE 501-375-7773
 212 CENTER ST. STE 1100
 LITTLE ROCK, AR 72201

151

DATE 11-23-98

PAY TO THE ORDER OF Florida Public Service Commission \$ 250.00

Two hundred fifty 00/100

DOLLARS

First Commercial Bank
 100 / Member FDIC
 Little Rock, Arkansas

DOCUMENT NUMBER-DATE

Handwritten signature and stamp

FOR FILING FEE - ALEC

FPSC-RECORDS/RECORDING