

May 25, 1999

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Easley Building
Tallahassee, Florida 32399-0850
Telephone: (850) 413-6770

DEPOSIT DATE
D 2 8 3 M APR 2 0 2003

000464 - TX

Re: Application of Quantum Phone Communications, L.L.C. for authority to provide Resold Local and Intrastate Long Distance Telecommunications Services within the State of Florida.

To Whom It May Concern:

Enclosed for filing please find the original and six (6) copies of the above referenced application of Quantum Phone Communications, L.L.C. ("Q. P. Comm.") to offer Resold Local and Intrastate Long Distance Telecommunications Services. In particular, Q. P. Comm. requests authority to offer:

- Local Business and Residence Service,
- PBX Trunk and DID Service,
- COCOT Access Lines,
- Operator Services,
- Supplemental Services (e.g., Directory Assistance, optional calling features, directory listings).

Once approved, the company will offer its services to residential and business customers as well as customers served from small or large commercial businesses.

Also enclosed with this filing is a check in the amount of \$250 to cover the filing fee.

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
00 APR 19 AM 10:53
MAIL ROOM

DOCUMENT NUMBER-DATE
04828 APR 19 98
FPSC-RECORDS/REPORTING

ORIGINAL

000464-TX

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In Re: QUANTUM PHONE COMMUNICATIONS, L.L.C.
902 CM Fagan Drive, Suite H
Hammond, Louisiana 70403-6043
Phone: (504) 419-1920
Fax: (504) 419-1932

Application for Authority to
Provide Services as a Competitive
Alternative Local Exchange Service

APPLICATION FOR AUTHORITY

DOCUMENT NUMBER-DATE

04828 APR 1988

FPSC-RECORDS/REPORTING

May 25, 1999

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
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Telephone: (850) 413-6770

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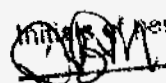
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Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.

Initials of person who forwarded check:


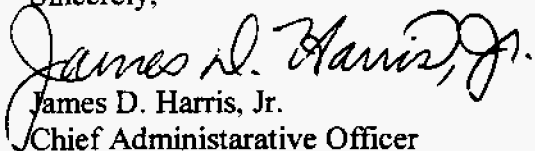
Florida Public Service Commission
Division of Records and Reporting
May 25, 1999
Page 2

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

Enclosed please find the original and six (6) copies of Attachment V, (a service area map) to be included with the application as noted. This map shows State information, pursuant to the guidelines for operation.

Questions pertaining to this application may be directed to my attention at (504) 419-1920. Thank you for your assistance.

Sincerely,



James D. Harris, Jr.
Chief Administrative Officer
Quantum Phone Communications, L.L.C.

Enclosures

cc: Corey David/S.D./A.H.
file: Master File
abh: QPC000202

BEFORE

THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of Quantum Phone Communications, L.L.C.)
Certificate of Authority to provide Resold)
Local, Long Distance and Operator) Petition No. _____
Assisted Telecommunications Services)
Within the State of Florida)

PETITION FOR AUTHORITY TO OPERATE

Quantum Phone Communications, L.L.C. ("Quantum." or "Applicant") respectfully requests authority to conduct business as a resale local exchange and interexchange carrier and pay telephone provider within the State of Florida. In support of its request and pursuant to the Commission's Regulations for Competition in the Alternative Local Exchange Service Market, Quantum as per Commission's guidelines is providing the following information:

- 1. The legal name under which applicant will conduct business, applicants address and Applicant's contact persons are as follows:**

Quantum Phone Communications, L.L.C., DBA
Corey David / Sonya David
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043
Telephone: (504) 419-1920
Facsimile: (504) 419-1932

Applicant's contact with regard to this petition:

James Harris
Consultant to Quantum Phone Communications, L.L.C.
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043
Telephone: (504) 419-1920
Facsimile: (504) 419-1932

Applicant's contact with regard to the ongoing operation of Quantum Phone Communications, L.L.C. and complaints:

Sonya David
Coordinator, Regulatory Affairs
Quantum Phone Communications, L.L.C.
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043
Telephone: (504) 419-1920
Facsimile: (504) 419-1932

2. Applicant's corporate officers:

The following individuals serve as officers and directors of Quantum Phone Communications, L.L.C. and may be reached through the company's corporate headquarters at 902 CM Fagan Drive, Suite H, Hammond, LA 70403-6043.

Corey David
Sonya David
James D. Harris, Jr.
Aretha B. Harris

3. Applicant's officers responsible for Florida operations:

Same four (4) as above.

4. Structure of applicant, affiliate entities and organizational documents:

Quantum Phone Communications, L.L.C. is a Louisiana company organized on May 5, 1998. Copies of Applicant's statement of operation are provided as Attachment I to this application. Quantum Phone Communications, L.L.C. is a wholly owned limited liability company operating in the State of Louisiana and proposed in Florida. Quantum Phone Communications, LLC has no affiliate entities inside or outside the State of Louisiana that is providing these phone services.

5. Authorization to conduct business within the State of Florida:

Applicant's certificate number authorizing Quantum Phone Communications, L.L.C. to conduct business within the State of Florida is provided as Attachment II to this petition.

6. **Designated agent in Florida:**

Harry Boswell
214 Columbia Drive
Tallahassee, FL 32304
(850)504-1595

7. **Documentation demonstrating managerial, financial and technical abilities:**

a. **Demonstration of financial ability and copies of annual report, SEC 10K or most recent financial statements:**

Quantum Phone Communications, L.L.C. is a wholly owned company. All stock in Quantum Phone Communications, L.L.C. is owned by the officers of this company.

Quantum Phone Communications, L.L.C. possesses sufficient financial resources to provide the services proposed in this application. As a wholly owned company, the Applicant has the financial backing and support through its own financial resources.

In support of Quantum Phone Communications, L.L.C. financial ability to provide the services it proposes, consolidated financial information for this company are included as Attachment III in this Petition, along with a consolidated operating tally, as per the Florida Public Service Commission Order as attached after Attachment III. It will be recognized as Attachment III (A-1) as per guidelines.

b. **Demonstration of managerial ability:**

Resumes of key management personnel as well as information concerning the experience of Quantum Phone Communications, L.L.C. are provided in Attachment IV to this petition as evidence of Applicant's managerial ability.

c. Demonstration of technical ability:

Quantum Phone Communications, L.L.C. possesses the technical expertise necessary to provide service within the State of Florida. Applicant will operate as a reseller of local and long distance services with calls originating and terminating over facilities provided by Applicant's underlying carriers. The company's underlying carriers perform all local and interexchange switching, routing and call completion functions. Additionally, Quantum Phone Communications, L.L.C. own technical and operations personnel are well qualified to direct the delivery and billing of Applicant's proposed services. As further evidence of Quantum Phone Communications, L.L.C. technical expertise, Applicant offers resumes of key personnel in Attachment IV to this petition.

8. Repair and Maintenance Information including contact information:

Customers may contact Applicant's Customer Service Department for repair and maintenance assistance. Quantum Phone Communications, L.L.C. Customer Service may be reached toll-free at 1-888-662-8372. The Company's Customer Service Department is open from 8:00 AM to 7:00 PM Monday through Friday. Unresolved service issues or complaints should be directed to:

Sonya David
Coordinator, Regulatory Affairs
Quantum Phone Communications, L.L.C.
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043
Telephone: (504) 419-1920
Facsimile: (504) 419-1932

9. List of states where application has applied for authority, been granted authority and been denied authority as an operator service provider:

Quantum Phone Communications, L.L.C. does currently operate in Louisiana. Applicant is in the process of filing applications or registration statements in the State of Florida.

Quantum Phone Communications, L.L.C. has never been denied authority to operate by any state, nor been subject to any fines or sanctions.

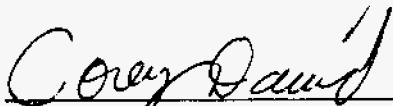
10. Compliance with Commission Rules:

Quantum Phone Communications, L.L.C. attests that it will abide by Commission rules and requirements for local exchange and long distance service providers. In addition, the Company will operate in compliance with operator service and the Alternative Local Exchange Service Market and abide by the rules and regulation as adopted by the Commission.

WHEREFORE, Quantum Phone Communications, L.L.C. requests that the Florida Public Service Commission grant it authority to provide resold local exchange and interexchange long distance telecommunications services, including operator services within the State of Florida.

Dated this 25th day of May, 1999

Respectfully submitted,

By: 
Corey David
President, C.E.O.
Quantum Phone Communications, L.L.C.

**AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS OF FOREIGN
LIMITED LIABILITY COMPANY**

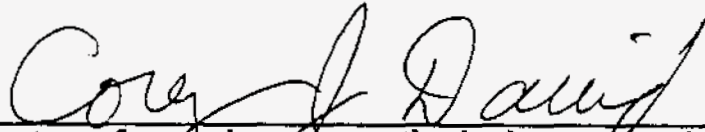
The undersigned member or authorized representative of a member of QUANTUM
PHONE COMMUNICATIONS, LLC DBA certifies:

- 1) the above named limited liability company has at least one member;

- 2) the total amount of cash contributed by the member(s) is \$150,000.00;

- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 25,000.00;
(A description of the property is attached and made a part hereto.)
and

- 4) the total amount of cash and property contributed and anticipated to be contributed
by member(s) is \$ 500,000.00.
(This total includes amounts from 2 and 3 above.)



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

COREY J. DAVID

Typed or printed name of signee

Filing Fee: \$250.00 for Application and Affidavit

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

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

1. The name of the Limited Liability Company is:

QUANTUM PHONE COMMUNICATIONS, LLC DBA

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

Harry Boswell

(Name)

214 Columbia Drive

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

Tallahassee, FL 32304

City/State/Zip

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

Harry Boswell

(Signature)

Filing Fee: \$ 35 for Designation of Registered Agent

1. This is an application for (check one):
 - Original certificate (new company).
 - Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

QUANTUM PHONE COMMUNICATIONS, LLC

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

"QUANTUM"

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

902 CM FAGAN DRIVE

SUITE H

HAMMOND, LOUISIANA 70403-6043

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

214 Columbia Drive

Tallahassee, FL 32304

6. Structure of organization;

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other, Foreign Limited Liability Company

7. If individual, provide:

Name : N/A

Title : _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

- (a) The Florida Secretary of State corporate registration number: N/A

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

- (a) The Florida Secretary of State corporate registration number: N/A

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

- (a) The Florida Secretary of State fictitious name registration number: N/A

"Foreign"

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

- (a) The Florida Secretary of State registration number: M99000000356

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

Name : N/A

Title : _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) The Florida registration number: N/A

14. Provide FEID Number(if applicable): # 72-1420106

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

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

N/A

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

N/A

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

(a) The application:

Name : Corey David
Title : President/CEO
Address: 902 CM FAGAN DRIVE, SUITE H
City/State/Zip: HAMMOND, LA 70403-6043
Telephone No. (504)419-1920 Fax No.: (504)419-1932
Internet E-Mail Address: agape240@juno.com
Internet Website Address: N/A

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

Name : COREY DAVID
Title : CEO / ADVERTISING DIRECTOR / MANAGER
Address: 902 CM FAGAN DRIVE, SUITE H
City/State/Zip: HAMMOND, LA 70403-6043
Telephone No.: (504)419-1920 Fax No.: (504)419-1932
Internet E-Mail Address: quantum@i-55.com
Internet Website Address: N/A

(c) Complaints/Inquiries from customers:

Name : SONYA DAVID
Title : VICE_PRESIDENT / TREASURER / MANAGER
Address: 902 CM FAGAN DRIVE, SUITE H
City/State/Zip: HAMMOND, LA 70403-6043
Telephone No. (504)419-1920 Fax No.: (504)419-1932
Internet E-Mail Address: quantum@i-55.com
Internet Website Address: N/A

17. List the states in which the applicant:

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

LOUISIANA

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

FLORIDA

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

LOUISIANA

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

N/A

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

N/A

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

N/A

Louisiana Public Service Commission

Certificate of Authority to Operate

Certificate Number TSP00206

A Certificate of Authority to Operate is hereby granted to

QUANTUM PHONE COMMUNICATIONS, LLC

A telecommunication service provider under the laws of Louisiana, whose principle office location or place of business is 62443 Graham Road, Amite, LA 70422.

Quantum Phone Communications, LLC shall operate in full accordance with the rules and regulations of the Louisiana Public Service Commission relevant to the provision of telecommunication services. The application as originally filed provides for Competitive Local Exchange Carrier Telecommunication Services within Louisiana.

Witness the signature and seal of the Commission at Baton Rouge, Louisiana this 10th day of September, 1998.

Louisiana Public Service Commission

Attest:



Lawrence E. St. Blanc
Secretary

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

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

UTILITY OFFICIAL:

Corey David
Signature

5-25-99
Date

CEO / MANAGER

(504) 419-1920

Title

Telephone No.

Address: 902 CM FAGAN DRIVE

(504) 419-1932

SUITE H

Fax No.

HAMMOND, LA 70403-6043

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
 - B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
 - C - INTRASTATE NETWORK
 - D - AFFIDAVIT
- GLOSSARY

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please check one):

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month. (The bond must accompany the application.)

UTILITY OFFICIAL:

Corey Daniel
Signature

5-25-99
Date

CEO / MANAGER

Title

(504)419-1920

Telephone No.

Address: 902 CM FAGAN DRIVE

(504)419-1932

SUITE H

Fax No.

HAMMOND, LA 70403-6043

**** APPENDIX C ****

INTRASTATE NETWORK (if available)

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

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

- | | |
|---------------|----------|
| 1) <u>N/A</u> | 2) _____ |
| _____ | _____ |
| 3) _____ | 4) _____ |
| _____ | _____ |

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

- | | |
|---------------|----------|
| 1) <u>N/A</u> | 2) _____ |
| _____ | _____ |
| 3) _____ | 4) _____ |
| _____ | _____ |

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

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

**** APPENDIX D ****

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 company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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

UTILITY OFFICIAL:

Cory David
Signature

5-25-99
Date

CEO / MANAGER
Title

(504)419-1920
Telephone No.

Address: 902 CM FAGAN DRIVE
SUITE H

(504)419-1932
Fax No.

HAMMOND, LA 70403-6043

ATTACHMENT I

Quantum Phone Communications, L.L.C.

ARTICLES OF OPERATION

LIST OF OFFICERS/DIRECTORS
OF
QUANTUM PHONE COMMUNICATIONS, L.L.C.

Officers:

Corey David	President/Chief Technician/ Advertising Agent	902 CM Fagan Drive, Suite H Hammond, LA 70403-6043
Sonya David	Vice President/Treasurer Regulatory Affairs/ Contact	902 CM Fagan Drive, Suite H Hammond, LA 70403-6043
James D. Harris, Jr.	Chief Administrative Officer/ Long Distance Affairs/ Technician	902 CM Fagan Drive, Suite H Hammond, LA 70403-6043
Aretha B. Harris	Office Administrative/ Secretary/Customer Relations/Asst. Treasurer	902 CM Fagan Drive, Suite H Hammond, LA 70403-6043

Sole Director:

Corey David	902 CM Fagan Drive, Suite H Hammond, LA 70403-6043
-------------	---

ATTACHMENT II

Quantum Phone Communications, L.L.C.

Authority to Conduct Business

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

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

1. QUANTUM PHONE COMMUNICATIONS, LLC DBA
(Name of foreign limited liability company must end with the words "limited company" or their abbreviation "L.C." if not so contained in the name at present.)
2. STATE OF LOUISIANA, USA
(Jurisdiction under the law of which foreign limited liability company is organized)
3. # 72-1420106
(FEI number, if applicable)
4. June 1, 1998
(Date of Organization)
5. "PERPETUAL"
(Duration: Year limited liability company will cease to exist or "perpetual")
6. *(UPON RECEIPT OF CERTIFICATE)
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))
7. 902 CM FAGAN DRIVE, SUITE H
HAMMOND, LOUISIANA 70403-6043
(Street address of principal office)

8. List name, title, and business address of each managing member[MGRM] or manager[MGR] who will manage the foreign limited liability company in Florida: (attach additional page if necessary)

NAME & ADDRESS:	TITLE:	NAME & ADDRESS:	TITLE:
<u>COREY DAVID</u>	<u>CEO/MGRM</u>	_____	_____
<u>62435 GRAHAM ROAD</u>		_____	
<u>AMITE, LOUISIANA 70422</u>		_____	
<u>SONYA DAVID</u>	<u>VP/MGRM</u>	_____	_____
<u>62435 GRAHAM ROAD</u>		_____	
<u>AMITE, LOUISIANA 70422</u>		_____	
_____		_____	
_____		_____	
_____		_____	

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



Quantum

Quantum Phone Communications, LLC

902 CM Fagan Drive, Suite II
Hammond, Louisiana 70403-6043
(504) 419-1920 Office
(888) 662-8372 Toll-Free
(504) 419-1932 Fax
quantum333@t-55.com E-Mail

February 11, 1999

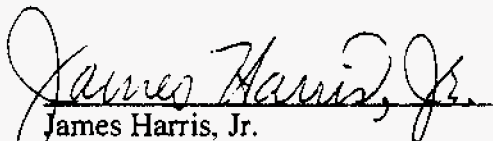
Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

RE: Letter of Transmittal

To Whom It May Concern:

Let it be known that Quantum Phone Communications, L.L.C. is submitting this application for Certificate and Affidavit to do business in the State of Florida. Included with this letter is the application along with other necessary forms to complete this aspect of our operation in Florida. Thank you for your cooperation in this matter.

Sincerely,


James Harris, Jr.
CAO/Manager

JAMES HARRIS
QUANTUM PHONE COMMUNICATION
902 CM FAGAN DRIVE, SUITE H
HAMMOND, LA 704036043

Request taken by: tcline
01-19-1999

The forms you recently requested from this office are:

- (1) 609. Foreign L.L.C.

Should you have any questions or need any further information,
please contact us at the address below:

Division of Corporations - P.O. BOX 6327 - Tallahassee FL 32314

ATTACHMENT III

Quantum Phone Communications, L.L.C.

Financial Information

Quantum Phone Communications, L.L.C.
Consolidated Asset/Financial Sheet

February 26, 1999

ASSETS

CURRENT ASSETS:

Cash and cash equivalent / Attachments (A-1/a&b).....	\$ 67,523.08
Accounts receivable –Operating Income / Attachment (A-2) *[For customers connected @ 5 months].....	100,644.30
Refundable income taxes	N/A
Inventories	6,257.37
Prepaid expenses	650.00
Deferred income tax asset	N/A
Total current assets	175,074.75

PROPERTY AND EQUIPMENT / Attachment (A-3).....	25,000.00
INTANGIBLE AND OTHER ASSETS / Attachment (A-4)....	50,000.00
TOTAL	250,074.75

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

Accounts payable	N/A
Accrued expenses	N/A
Income tax payable	N/A
Current portion of long-term debt	N/A
Total current liabilities	N/A

LONG TERM DEBT

DEFERRED INCOME TAXES

COMMITMENTS AND CONTIGENCIES

STOCKHOLDERS' EQUITY:

Preferred stock, \$__ par value; __ shares authorized, __ shares issued and outstanding (cumulative liquidation value of _____)	N/A
Common stock, __ par value; __ shares authorized, __ shares..... issued and outstanding	N/A
Additional paid-in capital	N/A
Retained earnings (deficit)	N/A
Total stockholders' equity	N/A

 TOTAL

\$250,074.75

*[This is a new communications operation with no former debts or liabilities.]

ab: This allows for a complete rounded projection of funds and or contributions from members et al.

(A-1) [a]



FIRST GUARANTY BANK

Member FDIC
POST OFFICE BOX 2009
HAMMOND, LOUISIANA 70404

RECEIVED

SEP 14 1998

Utilities Division
LA Public Service Commission

September 1, 1998

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 2382

BENEFICIARY:

State of Louisiana
Louisiana Public Service Commission
1 American Place No 1630
Baton Rouge, LA 70821

APPLICANT:

Quantum Phone Communications, LLC
Suite H
902 C M Fagan Drive
Hammond, LA 70403

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 2382 in your favor for the account of the Applicant as shown above available by your draft(s) on us payable at sight for any sum amount of money not to exceed a total of TWENTY-FIVE THOUSAND AND NO/100 U S DOLLARS (\$25,000.00) when accompanied by this Irrevocable Standby Letter of Credit and the following documents:

- 1) Written statement, signed by an authorized representative of the Beneficiary, stating that the Applicant is in default and that there are monies due and unpaid by the Applicant.

The conditions of this Letter of Credit as such that if the Applicant is granted a Certificate of Authority to offer and provide intrastate telecommunications services, including Local Exchange Carrier service, any resold telecommunications service and any other telecommunications service including by not limited to any prepaid local or long distance service or any other telecommunications service regulated by the Louisiana Public Service Commission, within Louisiana by the Commission, and the Applicant in all respects fully and faithfully performs all services as a telecommunications service provider under its Certificate of Authority, fully and faithfully complies with all rules, regulations and orders of the Commission that apply to any telecommunications service offered and/or provided by the Applicant now or in the future, including any and all rules, regulations and orders of the Commission applicable to the Certificate of Authority of the Applicant currently in force or hereafter adopted by the Commission, and fully and faithfully provides services in accordance with its legal obligations and agreements, then this Letter of Credit shall be void, otherwise, it shall remain in effect.

Upon default of the Applicant, this Letter of Credit shall be used to return deposits and advance payments of individuals who have paid for the intrastate telecommunications service of the Applicant, sold by or on behalf of the Applicant, if the Applicant is unable to provide such services or to return the deposits and advance payments to its customers for any reason. This Letter of Credit shall further be used to pay any and all fines levied against the Applicant by the Louisiana Public Service Commission for failing to fully and faithfully perform all services as a telecommunications

service provider under its Certificate of Authority; for failing to fully and faithfully comply with all rules, regulations and orders of the Commission that apply to any telecommunications service offered and/or provided by the Applicant now or in the future, including any and all rules, regulations and orders of the Commission applicable to the Certificate of Authority of the Applicant currently in force or hereafter adopted by the Commission; and for failing to fully and faithfully provide services in accordance with its legal obligations and agreements.

This Irrevocable Standby Letter of Credit shall be valid until September 1, 1999, (the "Initial Term") and shall thereafter be automatically renewed for successive one (1) year periods upon the anniversary of its Initial Term (the "Successive Terms"), but in no event shall this Irrevocable Standby Letter of Credit be valid after September 1, 2001, (the "Final Expiration Date"). We, at our option, may elect not to renew this Irrevocable Standby Letter of Credit at the end of the Initial Term or the end of any Successive Terms by notifying you in writing by registered mail (return receipt requested), postmarked at least sixty (60) days prior to such renewal date, that we elect not to so renew this credit. Upon receipt by you of such notice, you may elect to draw hereunder up to the aggregate outstanding balance.

All drafts drawn under this credit must state "Drawn under the First Guaranty Bank, Irrevocable Standby Letter of Credit dated September 1, 1998." The original Irrevocable Standby Letter of Credit and all subsequent amendments must be presented with any drawing so that drawing can be endorsed on the reverse thereof.

We hereby agree that drafts drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored if presented to First Guaranty Bank at 400 East Thomas Street, Hammond, Louisiana 70401 on or before the expiration date of this Letter of Credit.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500."

Sincerely,

FIRST GUARANTY BANK

By: 

Michael D. Landry
Senior Vice President and
Chief Financial Officer

MDL/fh



RECEIVED

SEP 10 1998

Utilities Division
LA Public Service Commission

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No.: 262
Date: SEPTEMBER 10, 1998
Amount: \$25,000.00
Expiration: SEPTEMBER 1, 2001
Account of: QUANTUM PHONE
COMMUNICATIONS, LLC
902 CM FAGAN DRIVE, STE H
HAMMOND, LA 70403

STATE OF LOUISIANA
LOUISIANA PUBLIC SERVICE COMMISSION
1 AMERICAN PLACE NO.1630
BATON ROUGE, LA 70821

To Whom it May Concern:

We hereby establish our Irrevocable Standby Letter of Credit No. 262 in your favor for the account of QUANTUM PHONE COMMUNICATIONS, LLC in an amount not exceeding TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) available by your draft(s) on us at sight on the following conditions:

1. The amount and date of each negotiation of each draft drawn under this Letter of Credit must be endorsed on the back hereof by us and this Letter of Credit must be cancelled and attached to the draft which exhausts the credit.
2. This Letter of Credit must be delivered to the Bank upon each draw for endorsement and returned to the beneficiary hereof. However, this Letter of Credit will not be returned to the beneficiary upon the final draw hereunder, but will be retained by the bank.
3. Drafts drawn under this Letter of Credit must be marked "Drawn under Hancock Bank, Baton Rouge, Louisiana, Letter of Credit No. 262 dated SEPTEMBER 10, 1998.
4. All drafts must be negotiated on or before the close of business on SEPTEMBER 1, 2001 on which date this Letter of Credit expires.
5. We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit shall be duly honored if presented to our bank on or before the expiration date of this letter of credit, which is September 1, 2001.



Quantum Phone Communications, L.L.C.
Consolidated Statements of Operations

Attachment (A-2)

One Month Period
February 26, 1999

OPERATIONS REVENUE *(BASED ON 2,000 CUSTOMERS @ \$45.75 PER CUSTOMER)	\$	91,500.00
OPERATING EXPENSES:		
Telecommunication costs		32,890.00
Facility commissions		33,600.70
Field operations and maintenance		2,505.00
Selling, general and administrative		2,375.44
Depreciation		N/A
Amortization of intangibles		N/A
Total operating expense		78,371.14
OPERATING INCOME		20,128.86
OTHER (INCOME) EXPENSE:		
Interest expense, net		N/A
Other, net		N/A
Total other (income) expenses		N/A
LOSS BEFORE INCOME TAX		N/A
INCOME TAX EXPENSE (BENEFIT)		N/A
NET LOSS		N/A
NET LOSS PER SHARE		N/A
WEIGHTED AVERAGE SHARES OUTSTANDING		N/A

*No open shares given at this time, new business so there are no losses or income expenses year to date.

Letter of Credit No. 262

Date: September 10, 1998

Page Three

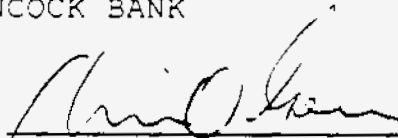
Applicant by the Louisiana Public Service Commission for failing to fully and faithfully perform all services as a telecommunications service provider under its Certificate of Authority; for failing to fully and faithfully comply with all rules, regulations and orders of the Commission that apply to any telecommunications service offered and/or provided by the Applicant now or in the future, including any and all rules, regulations and orders of the Commission applicable to the Certificate of Authority of the applicant currently in force or hereafter adopted by the Commission; and for failing to fully and faithfully provide services in accordance with its legal obligations and agreements.

10. The original Letter of Credit and all subsequent amendments must accompany all drawings.

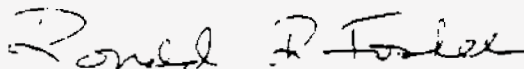
Yours very truly,

HANCOCK BANK

BY:



Authorized Signature



Letter of Credit No. 262
Date September 10, 1996
Page Two

6. Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 Revision, "UCP" International Chamber of Commerce Publication No. 500, which is incorporated into the text of this Letter of Credit by this reference. To the extent not inconsistent with the UCP, the provisions of Louisiana's Commercial Laws - Letters of Credit shall apply to this Credit.
7. Written statement signed by an authorized representative of the Beneficiary, stating that the Applicant is in default and that there are monies due and unpaid by the Applicant.
8. The conditions of this Letter of Credit are such that if the Applicant is granted a Certificate of Authority to offer and provide intrastate telecommunications services, including Local Exchange Carrier service, any resold telecommunications service and any other telecommunications service including but not limited to any prepaid local or long distance service or any other telecommunications service regulated by the Louisiana Public Service Commission, within Louisiana by the Commission, and the Applicant in all respects fully and faithfully performs all services as a telecommunications service provider under its Certificate of Authority, fully and faithfully complies with all rules, regulations and orders of the Commission, and fully and faithfully provides services in accordance with its legal obligations and agreements, then this Letter of Credit shall be void, otherwise, it shall remain in effect.
9. Upon default of the Applicant, this Letter of Credit shall be used to return deposits and advance payments of individuals who have paid for the intrastate telecommunications service of the Applicant, sold by or on behalf of the Applicant, if the Applicant is unable to provide such services or to return the deposits and advance payments to its customers for any reason. This Letter of Credit shall further be used to pay any and all fines levied against the

Attachment (A-3)

[Property & Equipment]

March 3, 1999

Computers :

HP 562DXX Pentium II w/Zip.....	\$ 3,654.99
HP 461 DX Pentium II	\$ 2,900.00
(2) MMX Quatro-Modes Pentium II.....	\$ 4,366.55
HP Deskjet 722C.....	\$ 469.00
Canon BJC-4400 Bubble Jet.....	\$ 380.00
(2) HP Deskjet 70C.....	\$ 180.00
OKIDATA Microline 395.....	\$ 1,567.84
24" CTX Color Monitor.....	\$ 795.00
19" Visual Sensations Color Monitor....	\$ 575.00
(2) 17" GDT Vibrations Color Monitor.\$	966.80
Brother 567TB Typewriter/Processor...\$	650.00
Panasonic 24 pin Dot Matrix Printer.....\$	785.55
<u>(2) Brother Intellifax Machines.....\$</u>	<u>489.00</u>
TOTAL.....	\$17,779.73

OFFICE EQUIPMENT :

Desks, tables, chairs, cabinets, files.....	\$ 8,500.00
Phones, materials, pagers, cell phones....	\$ 3,100.00
<hr/>	
GRAND TOTAL.....	\$29,379.00

ATTACHMENT IV

Quantum Phone Communications, L.L.C.

Technical and Managerial Experience



Training Certificate

Presented To

Sonya David

For Successfully Completing the
**Local Exchange Navigation System (LENS) Application
Training Course**

Presented October 15th 1998

BellSouth Interconnection Services

Your Interconnection Advantage SM

A handwritten signature in cursive script that reads "Steve Patterson".

Instructor



Training Certificate

Presented To

Sonya David

For Successfully Completing the
**Competitive Local Exchange Carriers (CLEC) Basic Service Order
Training Course**

Presented this 13th day of October 1998

BellSouth Interconnection Services

Your Interconnection Advantage SM

A handwritten signature in cursive script, reading "Steven E. Patterson", written over a horizontal line.

Instructor



Training Certificate

Presented To

Sonya David

For Successfully Completing the

Electronic Data System (EDI)

Training Course

Presented this 16th of October, 1998

BellSouth Interconnection Services

Your Interconnection Advantage™

Tom Hill

Instructor

Quantum Phone Communications, L.L.C.
Technical and Managerial Experience

Quantum Phone Communications, L.L.C. possesses the technical and managerial ability to provide local and long distance services in Florida as proposed in this application. As a reseller, Applicant relies on the technical reputation, ability and support of its underlying carriers. Additionally, Quantum Phone Comm. own in-house management team is well qualified to oversee the operations of a resale local and long distance telecommunications organization. The following brief resumes are provided for Quantum's key officers:

Corey David, President

Prior to his Presidency at Q. P. Comm., Mr. David was an Administrative Officer at another CLEC where he performed the duties of and pertaining to the daily operations of a CLEC which included Evaluation and Acquisition of potential site locations, Residential & Commercial Customer Acquisition, Local Technical Management and Area Surveys, Area Advertising and Promotions for business growth, Support Management, LCSC / BellSouth Liason, and New Office Provider. In addition to these areas of expertise, Mr. David has managerial and technical experience for 9 years as a manager for: Community Coffee Company, 7-UP-RC Bottling Company, and life skills through being a certified EMT through Baytown Tech School located in Lake Charles, Louisiana.

Sonya David, Vice President

As serving as Q. P. Comm.'s Vice President, Mrs. David brings with her a wealth of Management and Regulatory Affairs skills as well as Office Management skills. Mrs. David has worked in Managerial capacities of another CLEC where she was involved With Regulatory Affairs, Company Office Liason, Executive Bookeeping and Customer Inventorial Retrieval, LCSC and other Bell South office procedures. With an

Associate's Degree from Delta Jr. College, she has served in upper management for: Wal-mart Corporation and was responsible there for Cost Management, Inventory Control, Risk Management, Customer Relations, Bookkeeping, and Employee Risk and Safety Management. Also, at DelChamps, Inc. where she served for five (5) years, she was responsible for Store Operations, Employee Scheduling and Training as well as Staff and Customer Management and was responsible for Bookkeeping in reference to Overall Stock and Merchandise for the entire operation.

James D. Harris, Jr., Chief Administrative Officer

Mr. Harris prior to his position as Chief Administrative Officer, received his Bachelor's Of Science Degree in Engineering at U.T. at Austin, Austin, Tx.. He was involved in Engineering at Ethyl Research Labs and then Exxon Company, U.S.A. Baton Rouge Refinery. With 22 years of service, he brings to this company his expertise in Computer and other related areas. With "Token-Ring", Micro-Processor (8088/Pentium) Manipulation, Fiber Optics Architecture, Auto-Cad Release 14 experience and a wealth of Window-driven applications, he will be able to assist in the technical side of this business. Along with 4 Years of experience with Excel Communications, Inc. where he was an Executive Director and NTD, he will bring help on the Long Distance side of this business.

Aretha B. Harris, Office Administration

Mrs. Harris prior to her position of Office Administrator, has been involved with computer and other office driven occupations for the last 12 years. She brings her office skills of Windows-driven applications such as Microsoft-Office, Excel, Power-Point, Access, Works, Word, Wordperfect Office Suite 8 along with a host of other computer languages. Mrs. Harris has an Associates Degree from Prospect Hall College, and has been employed at Dade County School Board as Senior Accounting Clerk & Recordkeeping, Transamerica

Real Estate & Tax Service as a Customer Service Rep., and at AA Paging as a Office Manager, Data Entry, Customer Service Rep. and Paging Consultant. She also is an ED/NTD with Excel Communications, Inc..

Quantum Phone Communications, L.L.C. is a wholly owned company, and will be one of the largest local service providers in the community. Quantum, currently will serve the Dade County Florida area and will spread state-wide from this home base. As a wholly owned company, Quantum will draw upon the collective technical and managerial expertise of Quantum Phone Communications, L.L.C.

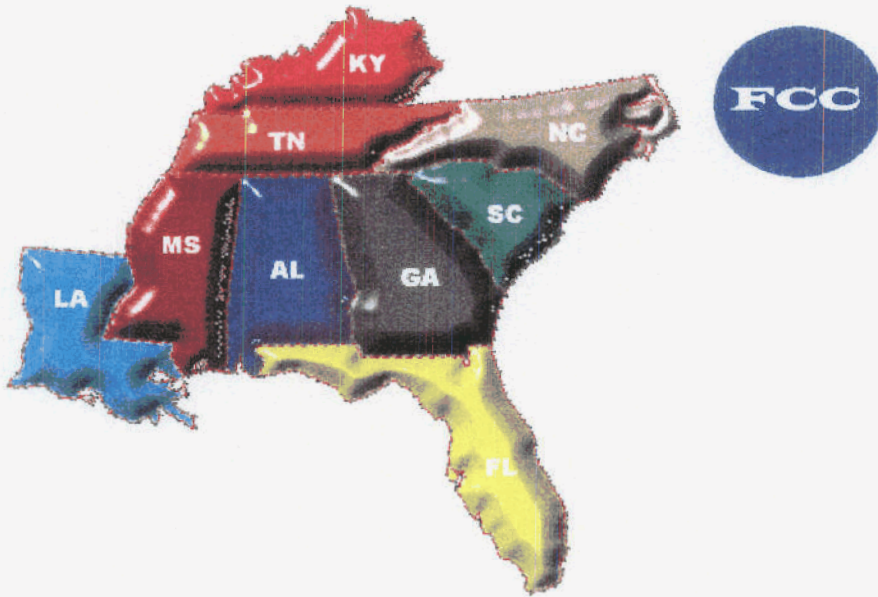
ATTACHMENT V

Quantum Phone Communications, L.L.C.

Service Area Map

Quantum Phone Communications, L.L.C. proposes to offer local service to residence and business customers on a resold basis within the current service territory of BellSouth Telecommunications, Inc. (see attached map). Long Distance Services will be available statewide in all equal access exchange areas. The map will show the state information and boundaries.

BellSouth Tariff Documents

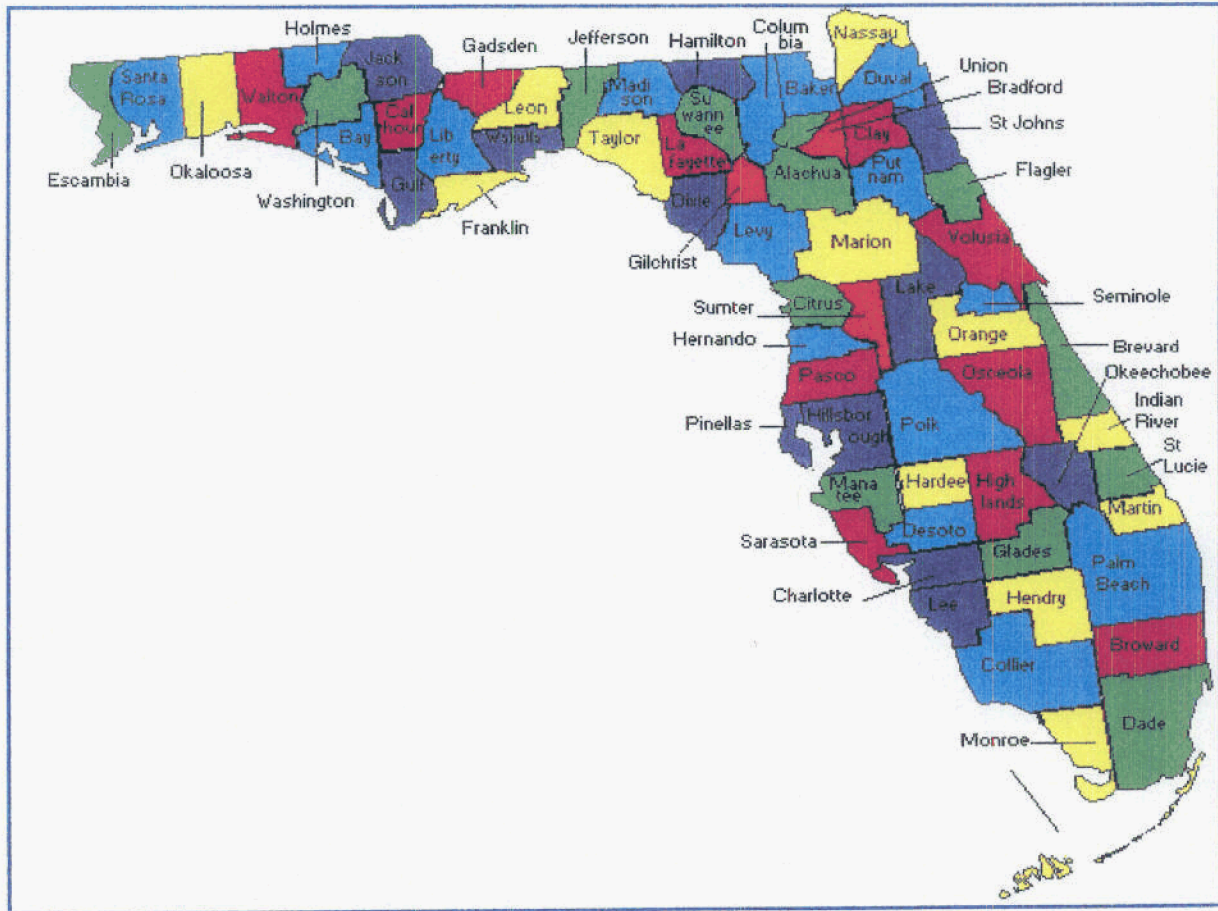


[Search the Tariff Pages](#)

Alabama	Georgia	Florida	Kentucky	Louisiana
Mississippi	South Carolina	North Carolina	Tennessee	FCC

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[Legal Authorizations and Notices](#)

U.S. Census Bureau



Florida Profiles

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Telecommunications Services provided by Quantum Phone Communications, L.L.C., with principal office at 902 CM Fagan Drive, Suite H, Hammond, LA 70403-6043. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

**In Re: QUANTUM PHONE COMMUNICATIONS, L.L.C.
902 CM Fagan Drive, Suite H
Hammond, Louisiana 70403-6043
Phone: (504) 419-1920
Fax: (504) 419-1932**

Corey J. David, President

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes of the original tariff and are currently in effect as of the date of the bottom of this page.

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

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

TABLE OF CONTENTS

Title Sheet 1

Check Sheet 2

Table of Contents 3

Symbols Sheet 4

Subject Index 5

A. Application of Tariff 7

B. Service Area 7

C. Undertaking of Company 10

D. Definitions 11

E. Terms and Conditions 19

F. Rates and Charges 42

G. Promotional Offerings 78

H. Special Customer Arrangements 78

I. Special Long Distance Service Usage 78

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

SYMBOLS SHEET

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- c – To signify a Changed Regulation
- (D) – Delete or Discontinue
- (I) – Change resulting in an Increase to a Rate
- (M) – Moved from another Tariff Location
- (N) - New
- (R) – Change Resulting in a Reduction to a Rate
- (S) – Matter Appearing Elsewhere or Repeated for Clarification
- (T) – Change in Text but no Change to Rate or Charge

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

SUBJECT INDEX

<u>SUBJECT</u>	<u>PAGE NO.</u>
Allowances for Interruption in Service	39
Application of Service	38
Application of Tariff	7
Assigning and Changing of Telephone Numbers	41
Assignment	26
Authorization Code Calling	77
Billed Number Screening	77
Cancellation of Application for Service	38
Cancellation of Service	35
Check Sheet	2
Claims	22
Custom Calling Services	52
Definitions	11
Deposits	34
Directory Assistance	73
Directory Listings	74
Discontinuance of Service	34
Failure to Establish Credit or Pay Deposit	34
Florida Hearing Impaired Note	75
Florida Relay Service	75
Governmental Authorities	25
Installation, Testing and Maintenance	23
Joint Use Arrangements	41

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

SUBJECT INDEX

<u>SUBJECT</u>	<u>PAGE NO.</u>
Liability of Company	19
Limitation on Credit Allowances	40
Local Exchange Service – Business	45
Local Exchange Service – Residential	42
Moves, Adds and Changes	38
Non-Routine Installation	24
Obligations of the Customer	27
Operator Services	73
Originating Call Screening	77
Ownership of Facilities	24
Ownership of Telephone Directories	41
Payment of Services	31
Prohibited Uses	26
Promotional Offerings	78
Provision of Equipment and Facilities	24
Rates and Charges	42
Remote Call Forwarding	76
Rights of Way	25
Service Area	7
Service Connection Charges	50
Services Provided by other Companies	25
Special Customer Arrangements	78
Special Long Distance Service Usage	78
Subject Index	5
Symbols Sheet	4
Table of Contents	3
Title Page	1
Trouble Determination Charge	74
Undertaking of the Company	10
900/976 Call Blocking	76

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

A. APPLICATION OF TARIFF

1. This Tariff applies to the furnishing of the Local Exchange and Resale of Telecommunication Services defined herein by Quantum Phone Communications, L.L.C. Local Exchange Services are furnished for the use of end-users in placing and receiving local telephone calls within local calling areas.
2. The provision of local exchange and IntraLATA telecommunications service is subject to regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.
3. QUANTUM PHONE COMMUNICATIONS, L.L.C. reserves the right to offer its customers a variety of competitive services as deemed appropriate by the Company or similar services as offered by a dominate exchange service provider.
4. QUANTUM PHONE COMMUNICATIONS, L.L.C. may offer services at a reduced rate, free of charge, or offer incentives gift certificates and coupons for promotional, market research or experimentation purposes. Such offerings will be for a limited duration.

B. SERVICE AREA

Extended Service Area

PENSACOLA

PANAMA CITY

TALLAHASSEE

JACKSONVILLE

GAINESVILLE

Expanded Calling Exchange

Cantonment, Gulf Breeze, Pace, Milton,
Holley-Navarre.

Lynn Haven, Panama City Beach,
Youngstown-Fountain, Tyndall AFB.

Crawfordville, Havana, Monticello,
Panacea, Sopchopy, St. Marks.

Baldwin, Ft. George, Jacksonville Beach
Callahan, Maxville, Middleburg, Orange
Park, Ponte Vedra, Julington.

Alachua, Archer, Brooker, Hawthorne,
High Springs, Melrose, Micanopy,
Newberry, Waldo.

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

B. SERVICE AREA (CONTINUED)

Extended Service Area

Expanded Calling Exchange

OCALA

Belleview, Citra, Dunnellon, Forest
Lady Lake, McIntosh, Oklawaha, Orange
Springs, Salt Springs, Silver Springs Shores.

DAYTONA BEACH

New Smyrna Beach.

TAMPA

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

CLEARWATER

St. Petersburg, Tampa-West, Tarpon
Springs.

ST. PETERSBURG

Clearwater

LAKELAND

Bartow, Mulberry, Plant City, Polk City,
Winter haven.

ORLANDO

Apopka, East Orange, Lake Buena Vista,
Oviedo, Windermere, Winter Garden,
Winter Park, Montverde, Reedy Creek,
Oviedo-Winter Springs.

WINTER PARK

Apopka, East Orange, Lake Buena
Vista, Orlando, Oviedo, Sanford,
Windermere, Winter Garden, Oviedo-
Winter Springs, Reedy Creek, Geneva
and Montverde.

TITUSVILLE

Cocoa and Cocoa Beach

COCOA

Cocoa Beach, Eau Gallie, Melbourne,
Titusville.

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

B. SERVICE AREA (CONTINUED)

Extended Service Area

MELBOURNE

SARASOTA

FT. MYERS

NAPLES

WEST PALM BEACH

POMPANO BEACH

FT. LAUDERDALE

HOLLYWOOD

NORTH DADE

MIAMI

Expanded Calling Exchange

Cocoa, Cocoa Beach, Eau Gallie,
Sebastian.

Bradenton, Myakka, Venice.

Cape Coral, Ft. Myers Beach, North
Cape Coral, North Ft. Myers, Pine
Island, Lehigh Acres, Sanibel-Captiva
Islands.

Marco Island and North Naples.

Boynton Beach and Jupiter.

Boca Raton, Coral Springs, Deerfield
Beach, Ft. Lauderdale.

Coral Springs, Deerfield Beach,
Hollywood, Pompano Beach.

Ft. Lauderdale and North Dade.

Hollywood, Miami, Perrine.

Homestead, North Dade, Perrine.

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

C. UNDERTAKING OF THE COMPANY

1. The Company undertakes to provide the services offered in this tariff on the Terms and Conditions and at the rates and charges specified.
2. Service will be provided where facilities, billing capabilities and the resale of the underlying network elements are technologically and/or economically available and feasible. The furnishing of service under this tariff is subject to the continuing availability of all necessary facilities.
3. The Company reserves the right limit use of facilities when necessary due to a shortage of facilities or other cause beyond the company's control.
4. The Company will provide free blocking of all 900, 976, 700 numbers or informational services numbers to all customers.
5. This tariff will be governed and interpreted according to the laws of the State of Florida.
6. QUANTUM PHONE COMMUNICATIONS, L.L.C. will provide all UNIVERSAL SERVICES given by the Florida Public Service Commission and may provide special contracts to customers to restrict certain services per access line.

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

D. DEFINITIONS

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below.

Access Lines

A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Additional Listing

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that which is entitled in connection with regular service.

Advance Payment

A payment required before the start of service.

Applicant

A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application

A request made orally or in writing for telephone service.

Authorized User

A person, firm or corporation which is authorized by the Company to be connected to the service of the Customer or joint user.

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

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D. DEFINITIONS (CONT'D)

Basic Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing, and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Business Service

Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional institutional, or otherwise occupational nature.

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D. DEFINITIONS (CONT'D)

Commission

The Public Service of the State of Florida.

Company

Continuous Property

Continuous property is defined as plot of ground, together with any buildings thereon, occupied by the Customer; which is not separated by public thoroughfares or by property occupied by others.

Contract

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with applicable provisions of the Tariffs.

Customer

A person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Provided Equipment

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

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D. DEFINITIONS (CONT'D)

Demarcation Point

The point where company network services, usually a Network Interface Device (NID), or facilities terminate and the company's responsibility for installing and maintaining such services or facilities ends.

Directory Listing

A publication in dominant LECs alphabetical directory of information relative to a Customer's name or other identification and telephone number.

Exchange

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area" which usually embraces the city, town or village, and its environs. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communication service within that area.

Exchange Area

There area within which the telephone company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

Increment

Units of measurement defined as minutes, messages or other units charged to a customer for use of service.

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D. DEFINITIONS (CONTD)

Interface

The term "Interface" denotes that point on the premises of the Customer at which provisions made for connection of other than company provided facilities to facilities provided by the company.

Interface Equipment

Equipment provided by the company at the interface location to accomplish the direct electrical connection of facilities provided by the company with facilities provided by other than the company.

Joint User

A person, firm or corporation which is designated by the Customer as a user of Local Exchange Service furnished to the Customer and to whom a portion of the charges for such services will be billed under a joint user arrangement as specified herein.

LATA

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

Local Calling

A communication between two access lines in the same exchange or zone or from an access line in one exchange or zone to another access line within another exchange or zone within its local calling area.

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D. DEFINITIONS (CONTINUED)

Person

A natural person, firm partnership, corporation, association, municipality, organization, government agency, real estate trust, or other legal entity.

Point of Demarcation

The point of demarcation is a point in a customer's circuit to which the telephone company is responsible for service and beyond which the customer is responsible for service.

Premises

The space occupied by a customer or authorized user in a building or buildings consisting of all space in the same building occupied by a customer is responsible for service.

Premises Visit Charge

A charge applied when the location of reported trouble is found to be in customer provided equipment and/or inside wiring.

Recurring Charges

The monthly charges paid by the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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D. DEFINITIONS (CONTD)

Residence Service

Service will be classified as Residence Service, where the business use, if any, is merely incidental and where the major use is a social or domestic nature.

Service Central Office

The term "Service Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or trunks.

Service Connection Charge

The non-recurring charge a customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order

The request for the company's services executed by the customer and the company in the format devised by the company. The acceptance by the company and the customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center

A serving wire center denotes the wire center from which the customer designated premises would normally obtain dial tone from the company.

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D. DEFINITIONS (CONT'D)

Shared

A facility or equipment system or sub-system which can be used simultaneously by several customers.

Tariff

The rates, charges, rules and regulations adopted and filed by the company with the Public Service Commission of the State of Florida.

Termination

Permanent disconnection of telecommunications service.

User

Any person who uses telecommunications services provided by the company under the jurisdiction of the Public Service Commission of the State of Florida.

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E. TERMS AND CONDITIONS

1. Liability of the Company

- a. The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section E.b. The extension of such allowances for interruption shall be the sole remedy of the customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- b. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fires, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including the state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission bureau, corporation, or other instrumentality of any one ore more of these federal, state, or local governments, or of any civil or military authority, national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- c. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's customers facilities or equipment used for or with the services the Company offers.
- d. The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer provided equipment or facilities.

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E. TERMS AND CONDITIONS (CONT'D)

1. Liability of the Company (Cont'd)

- e. The Company shall not be liable for the claims of vendors supplying equipment to customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- f. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any installation so provided.
- g. The Company shall not be liable for any damages resulting from delays in meeting any service dates resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction delays in obtaining rights-of-way approvals and delays in actual construction of work.
- h. The Company is not liable for any defacement or damage to the premises of a customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- i. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Company's willful misconduct or negligence

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E. TERMS AND CONDITIONS (CONT'D)

1. Liability of the Company (Cont'd)

- j. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of customer or any other entity furnishing services, facilities or equipment used for or in conjunction with services offered in this tariff.**
- k. The Company's entire liability for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific service in the month in which the event giving rise to liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.**
- l. The company makes no warranties or representations, express or implied either in fact or operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.**

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E. TERMS AND CONDITIONS (CONT'D)

2. Claims

The Company shall be indemnified and held harmless by customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this tariff involving:

- a. Claims of third parties, including patrons of customers, arising out of, resulting from, or related to use of the services.
- b. Claims for libel, slander, invasion of privacy, or infringement of copy right arising from any communication using the service.
- c. Claims for patent infringement arising from combining or using facilities and equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.
- d. All other claims arisen out of any act or omission of customer, or customers or patrons of customer, in connection with the services made available to customer pursuant to this agreement. Customer agrees to defend Company against any such claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court cost, settlement payments, and any damages awarded or resulting from any such claim.

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E. TERMS AND CONDITIONS (CONT'D)

3. Installation, Testing and Maintenance

Installation of Company facilities will be charged on a time and materials basis at rates listed in this tariff.

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the company's facilities in satisfactory operating condition at rates listed in this tariff. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by Company. Company will charge customers the rates listed in this tariff for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities provided by Company.

When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of labor charges as listed in this tariff for the period of time from when Company personnel are dispatched to the customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, the labor charges listed in this tariff will apply.

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E. TERMS AND CONDITIONS (CONT'D)

4. Provision of Equipment and Facilities

Except as otherwise indicated, customer-provided station equipment at the customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- a. the through transmission of signals generated by customer provided equipment or for the quality of, or defects in, such transmission; or
- b. the reception of signals by customer provided equipment; or
- c. network control signaling where such signal is performed by customer provided network control signaling equipment.

5. Non-Routine Installation

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or hazardous locations. In such cases, charges based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6. Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in the fiber optic or other facilities and associated equipment provided by Company hereunder.

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E. TERMS AND CONDITIONS (CONT'D)

7. Rights-of-Way

Where economically feasible, Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide service. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry to the customer's location shall be borne entirely by Company. Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at customer's location to the termination point where service is finally delivered to customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by customer. Customer's use of such rights-of-way and of agreements between Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, customer agrees that it shall assist Company in the procurement and maintenance of such rights-of-way.

8. Services Provided by Other Companies

Company shall have no responsibility with respect to billings, charges or disputes related to services used by customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

9. Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for any action necessary to bring the services into conformance with any rules, regulations, orders, decisions or directives.

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E. TERMS AND CONDITIONS (CONTD)

10. Assignment

The Company may, without obtaining any further consent from customer, assign any rights, privileges, or obligations under this tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, any attempt to make such an assignment transfer, disposition without consent shall be null and void.

11. Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company's offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others/

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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E. TERMS AND CONDITIONS (CONT'D)

12. Obligations of the Customer

a. Customer Responsibilities

The customer shall pay all applicable charges as set forth in this tariff.

The customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of customer, authorized user, or joint user, or the non-compliance by the customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

Customer shall arrange access to any of the rights-of-way, conduit and equipment space which it is responsible for obtaining pursuant to this Section, at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in customer provided conduit at any splice or junction box. No credit allowance under Section E.21 will be made for the period during which service is interrupted for such purposes.

The customer shall make available to Company such space, power, environmental conditioning and other resources at customer's premises as Company shall request for the provision of service hereunder.

Customer shall provide a safe place to work which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to this Section and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other cable or other facilities and equipment.

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E. TERMS AND CONDITIONS (CONT'D)

12. Obligations of the Customer (Cont'd)

a. Customer Responsibilities (Cont'd)

Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each customer termination point, without care premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by customer to comply with lease or other contractual obligations to which customer is a party.

Customer shall be responsible for obtaining and containing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit customer to comply with its obligations hereunder.

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E. TERMS AND CONDITIONS (CONT'D)

12. Obligations of the Customer (Cont'd)

b. Customer Equipment and Channels

1. In General

A customer may transmit or receive information or signals via the services provided by the Company.

2. Station Equipment

Customer provided terminal equipment on the premises of the customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user, or joint user. Conformance of Customer provided Station Equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

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

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E. TERMS AND CONDITIONS (CONT'D)

12. Obligations of the Customer (Cont'd)

b. Customer Equipment and Channels (Cont'd)

3. Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities, or equipment of others shall be provided at the customer's expense.

Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

4. Inspections

Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer, authorized user, or joint user is complying with the requirements set forth in this tariff for installation, operation, and maintenance of customer provided facilities, equipment and wiring in the connection of customer provided facilities and equipment to Company owned facilities and equipment.

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E. TERMS AND CONDITIONS (CONT'D)

13. Payment for Service

a. Billing and Collection of Charges

The customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. This customer responsibility also includes charges associated with the fraudulent use of facilities and services by the customer or any end users of the customer.

At such time as the Company or its Agent completes installation or connection of the necessary facilities and/or equipment to provide services the Company shall conduct appropriate tests thereon. Upon successful completion of such tests the Company shall notify the customer that such services are available for use, and date of such notice shall be called the "Service Date" and shall be called the "Service Date" and shall be the starting date for billing.

Customer shall pay the amount (s) as specified in the tariff for the Services. Non-recurring charges, including construction, are due in advance. Fixed recurring charges shall be billed in advance after the service date is determined and will be due no later than thirty (30) days after the date of the invoice. Any amount not received within the thirty (30) period will be subject to the Company's standard late charge of 1.5% per month, or, if lower, the legal limit applicable to such charges. Customer agrees to review each invoice promptly and to notify the Company of any discrepancies. In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the customer's usage of services in the period in question for billing purposes. The Commission has the right review billing at any time.

When services do not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month considered to have thirty (30) days. This only applies to fixed monthly recurring charges and bills will be due on the first of the month.

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E. TERMS AND CONDITIONS (CONTD)

13. Payment for Service (Cont'd)

b. Service Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests Company shall notify customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for billing.

c. Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

When a municipal corporation or other political subdivision of the state collects from the Telephone Company a license tax, privilege tax, street use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, guys, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed pro rata to the exchange customers receiving service within the territorial limits of the municipal corporation or political subdivision.

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E. TERMS AND CONDITIONS (CONT'D)

13. Payment for Service (Cont'd)

d. Advance Payments

To safeguard its interests, the Company may require a customer to make an advance payment before services are furnished. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

e. Minimum Service Term

Service is provided on the basis of a minimum period of at least one month. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

At the expiration of the initial term, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.

f. Non-Sufficient Funds Checks

Checks presented in payment for services and subsequently returned to the Company by the customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a non-recurring charge per customer, per check:

Per NSF Check - \$15.00

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E. TERMS AND CONDITIONS (CONT'D)

14. Deposits

To safeguard its interests, before a service is furnished the Company may require a customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. Interest in the amount of 5% per annum will be paid on all customer deposits which are held longer than six months. The interest payments shall be made annually by means of either cash or credit toward the current billing, with a designation on the utility bill that the credit is by reason of earned interest. When a service is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

15. Failure to Establish Credit or Pay Deposit

The Company may refuse service if credit is not established satisfactory to the Company and may deny or disconnect service if a deposit is not paid as required by the Company.

16. Discontinuance of Service

Upon non-payment of any amounts owing to the Company, the Company may, by giving ten day's prior written notice to the customer, discontinue or suspend service without incurring any liability.

Upon violation of any of the other material, terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the customer, discontinue, or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to the customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.

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E. TERMS AND CONDITIONS (CONTD)

16. Discontinuance of Service (Cont'd)

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

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

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

17. Cancellation of Service

- a. If a customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period as set forth in this tariff all costs, fees and expenses reasonably incurred in connection with 1) all non-recurring charges reasonably expended by the Company to establish service to the customer, 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer and 3) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

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E. TERMS AND CONDITIONS (CONT'D)

17. Cancellation of Service (Cont'd)

- b. The Company may discontinue the furnishings of any and/or all service(s) to the customer without incurring any liability:

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

- (1) the customer refuses to furnish information to the Company regarding the customer's credit-worthiness, past or current use of common carrier communications services or its planned use of service(s); or
- (2) the customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (3) the customer states that it will not comply with a request of the Company for security for the payment for service(s), as specified in this tariff, or
- (4) the customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the customer either subscribes or had subscribed or used; or
- (5) the customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

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E. TERMS AND CONDITIONS (CONT'D)

17. Cancellation of Service (Cont'd)

b. (Cont'd)

- (6) the customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
- (a) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
 - (b) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) any other fraudulent means or devices.
- (7) immediately upon written notice to the customer, after failure of the customer to comply with a request made by the customer for security for the payment of service as specified in this tariff, or
- (8) seven (7) days after sending the customer written notice of non-compliance with any provision of this tariff if the non-compliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by the Company pursuant to this section does not relieve the customer of any obligation to pay the Company for charges due and owing for services(s) furnished up to the time of discontinuance.

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E. TERMS AND CONDITIONS (CONTD)

18. Application of Service

Service is installed and provided upon acceptance by the Company of its standard service contracts completed by the customer. The Company may require a subscriber to sign an application form furnished by the Company to establish their credit to the satisfaction of the Company as a condition precedent to the initial establishment of such service.

19. Cancellation of Application for Service

Application for service may be cancelled at any time prior to notifications by the Company that service is available for customers on or prior to the service date, whichever is later.

20. Moves, Adds and Changes

Upon receipt of notice from customer, Company will add, delete or change locations or features of specific lines and equipment. Company shall charge customer a non-recurring charge for such service. The Company may require a signed authorization from the customer for additions to or changes in the existing service or application.

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E. TERMS AND CONDITIONS (CONT'D)

21. Allowances for Interruption in Service

A credit allowance may be given on a per-line basis for any period during which any line subscribed to by customer hereunder, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by customer hereunder and shall be expressly indicated on the next bill to customer.

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this tariff by Company. An interruption period begins when the customer reports a service to be interrupted and releases it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Two or more service interruptions of the same type to the same line of two hours or more during any one twenty-four hour period shall be considered as one interruption. In no event, shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line in any 24-hour period.

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections.

a. Interruptions of 24 Hours or Less

<u>Length of Service</u>	<u>Credit</u>
Less than 30 Minutes	None
30 Minutes - 2 Hours & 59 Minutes	1/10 Day
3 Hours - 5 Hours & 59 Minutes	1/5 Day
6 Hours - 8 Hours & 59 Minutes	2/5 Day
9 Hours - 11 Hours & 59 Minutes	3/5 Day
12 Hours - 14 Hours & 59 Minutes	4/5 Day
15 Hours - 24 Hours & 59 Minutes	One Day

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E. TERMS AND CONDITIONS (CONTD)

21. Allowances for Interruption in Service (Cont'd)

b. Interruptions Over 24 Hours

Interruptions of more than 24 hours will be credited four hours for each four hour period or fraction thereof. No more than one full day's credit will be allowed in any 24 hour period.

22. Limitations on Credit Allowances

a. No credit allowance will be made for:

- (1) interruptions due to negligence of, or non-compliance with the provisions of this tariff by the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company,**
- (2) interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company,**
- (3) interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated.**
- (4) interruptions of service that occur or continue due to the customer's failure to authorize replacement of any element of special construction.**
- (5) interruptions of service during any period when the customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a customer order for change in service arrangements.**
- (6) interruptions of service due to circumstances or causes beyond the control of Company.**

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E. TERMS AND CONDITIONS (CONT'D)

23. Joint Use Arrangements

Joint use arrangements will be permitted for all services offered pursuant to this tariff.

From each joint use arrangement, one member will be designated the responsible customer for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrangement, relocate, or discontinue service only from this customer. Without affecting the customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

24. Ownership of Telephone Directories

The customer assumes full responsibility concerning the right to use any names as a directory listing and agrees to hold the Company free and harmless of and from any claims, loss, damage or liability which may result from the use of such listing. The Company does not undertake to determine the legal, contractual or other right to the use of a name to be listed in a telephone directory of the Company.

25. Assigning and Changing of Telephone Numbers

The assignment of a number to a customer's telephone service will be made at the discretion of the Company. The customer has no proprietary right in the number and the Company may make such reasonable changes in telephone number or central office designation as the requirements of the service may demand.

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F. RATES AND CHARGES

Services are available to business and residential customers. The classifications of service as business or residence is determined by the character of use of the service as stated in the Definitions section of this tariff.

1. Local Exchange Service

Provides an individual access line for the transmission of two way switched voice or data communications within a local calling area. The individual access line is the connecting facility between a Customer's premise and a service central office that provides Customer access to the switched network for placing and receiving calls.

a. Residential Service

Quantum Phone Communications, L.L.C. offers residential customers a monthly rate for all their local calling needs. The residential customer is provided an individual access line and unlimited local calling area. Access lines are automatically provisioned with Touch Tone Calling at no additional charge.

(1) Monthly Charge per Access Line

The one(1) party, monthly charge per access line includes unlimited calling within the specific local calling area.

<u>Exchange</u>	<u>Not to Exceed</u>	<u>Exchange</u>	<u>Not to Exceed</u>
Cantonment	\$49.00	Baldwin	\$49.00
Gulf Breeze	49.00	Ft. George	49.00
Pace	49.00	Jacksonville Beach	49.00
Milton	49.00	Callahan	49.00
Holley-Navarre	49.00	Maxville	49.00
Lynn Haven	49.00	Middleburg	49.00
Panama City Beach	49.00	Orange Park	49.00
Youngstown-Fountain	49.00	Ponte Vedra	49.00
Tyndall AFB	49.00	Julington	49.00
Crawfordville	49.00	Alachua	49.00
Havana	49.00	Archer	49.00
Monticello	49.00	Brooker	49.00
Panacea	49.00	Hawthorne	49.00
Sopchoppy	49.00	High Springs	49.00
St. Marks	49.00	Melrose	49.00

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F. RATES AND CHARGES (CONTINUED)

1. Local Exchange Service (Continued)

a. Residential Service (Continued)

(1) Monthly Charge per Access Line (Continued)

<u>Exchange</u>	<u>Not to Exceed</u>	<u>Exchange</u>	<u>Not to Exceed</u>
Micanopy	\$49.00	East Orange	\$49.00
Newberry	49.00	Lake Buena Vista	49.00
Waldo	49.00	Orlando	49.00
Bellevue	49.00	Oviedo	49.00
Citra	49.00	Sanford	49.00
Dunnellon	49.00	Windermere	49.00
Forest	49.00	Winter Garden	49.00
Lady Lake	49.00	Oviedo-Winter Springs	49.00
McIntosh	49.00	Reedy Creek	49.00
Oklawaha	49.00	Geneva	49.00
Orange Springs	49.00	Montverde	49.00
Salt Springs	49.00	Cocoa	49.00
Silver Springs Shores	49.00	Cocoa Beach	49.00
New Smyrna Beach	49.00	Eau Gallie	49.00
Central / None	49.00	Melbourne	49.00
East / Plant City	49.00	Titusville	49.00
North / Zephyrhills	49.00	Sebastian	49.00
South / Palmetto	49.00	Bradenton	49.00
West / Clearwater	49.00	Myakka	49.00
St. Petersburg	49.00	Venice	49.00
Tampa-West	49.00	Cape Coral	49.00
Tarpon Springs	49.00	Ft. Myers Beach	49.00
Clearwater	49.00	North Cape Coral	49.00
Bartow	49.00	North Ft. Myers	49.00
Mulberry	49.00	Pine Island	49.00
Plant City	49.00	Lehigh Acres	49.00
Polk City	49.00	Sanibel-Captiva Islands	49.00
Winter Haven	49.00	Marco Island	49.00
Apopka	49.00	North Naples	49.00

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F. RATES AND CHARGES (CONTINUED)

1. Local Exchange Service (Continued)

a. Residential Services (Continued)

(1) Monthly Charge per Access Line (Continued)

<u>Exchange</u>	<u>Not to Exceed</u>	<u>Exchange</u>	<u>Not to Exceed</u>
Boynton Beach	\$49.00	Hollywood	\$49.00
Jupiter	49.00	Pompano Beach	49.00
Boca Raton	49.00	North Dade	49.00
Coral Springs	49.00	Homestead	49.00
Deerfield Beach	49.00	Miami	49.00
Ft. Lauderdale	49.00	Perrine	49.00

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F. RATES AND CHARGES (CONTINUED)

1. Local Exchange Service (Continued)

b. Business Service

QUANTUM PHONE COMMUNICATIONS, LLC offers business customers a monthly flat rate for all their local calling needs. The business customer is provided an individual access line and unlimited local calling within their local calling area. Access lines are automatically provisioned with Touch Tone Calling at no additional charge.

(1) Monthly Recurring Charge

Monthly Charge Per Access line includes unlimited calling within the specific Local Calling Area.

<u>Exchange</u>	<u>Not to Exceed</u>	<u>Exchange</u>	<u>Not to Exceed</u>
Cantonment	\$65.00	Maxville	\$65.00
Gulf Breeze	65.00	Middleburg	65.00
Pace	65.00	Orange Park	65.00
Milton	65.00	Ponte Vedra	65.00
Holley-Navarre	65.00	Julington	65.00
Lynn Haven	65.00	Alachua	65.00
Panama City Beach	65.00	Archer	65.00
Youngstown-Fountain	65.00	Brooker	65.00
Tyndall AFB	65.00	Hawthorne	65.00
Crawfordville	65.00	High Springs	65.00
Havana	65.00	Melrose	65.00
Monticello	65.00	Micanopy	65.00
Panacea	65.00	Newberry	65.00
Sopchoppy	65.00	Waldo	65.00
St. Marks	65.00	Belleview	65.00
Baldwin	65.00	Citra	65.00
Ft. George	65.00	Dunnellon	65.00
Jacksonville Beach	65.00	Forest	65.00
Callahan	65.00	Lady Lake	65.00

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F. RATES AND CHARGES (CONTINUED)

1. Local Exchange Service (Continued)

b. Business Service

QUANTUM PHONE COMMUNICATIONS, LLC offers business customers a monthly flat rate for all their local calling needs. The business customer is provided an individual access line and unlimited local calling within their local calling area. Access lines are automatically provisioned with Touch Tone Calling at no additional charge.

(1) Monthly Recurring Charge

Monthly Charge Per Access line includes unlimited calling within the specific Local Calling Area.

<u>Exchange</u>	<u>Not to Exceed</u>	<u>Exchange</u>	<u>Not to Exceed</u>
McIntosh	\$65.00	Winter Haven	\$65.00
Oklawaha	65.00	Apopka	65.00
Orange Springs	65.00	East Orange	65.00
Salt Springs	65.00	Lake Buena Vista	65.00
Silver Springs Shores	65.00	Oviedo	65.00
New Smyrna Beach	65.00	Windermere	65.00
Central / None	65.00	Winter Garden	65.00
East / Plant City	65.00	Winter Park	65.00
North / Zephyrhills	65.00	Montverde	65.00
South / Palmetto	65.00	Reedy Creek	65.00
West / Clearwater	65.00	Oviedo-Winter Springs	65.00
St. Petersburg	65.00	Orlando	65.00
Tampa-West	65.00	Sanford	65.00
Tarpon Springs	65.00	Geneva	65.00
Clearwater	65.00	Montverde	65.00
Bartow	65.00	Cocoa	65.00
Mulberry	65.00	Cocoa Beach	65.00
Plant City	65.00	Eau Gallie	65.00
Polk City	65.00	Melbourne	65.00

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F. RATES AND CHARGES (CONTINUED)

1. Local Exchange Service (Continued)

b. Business Service

QUANTUM PHONE COMMUNICATIONS, LLC offers business customers a monthly flat rate for all their local calling needs. The business customer is provided an individual access line and unlimited local calling within their local calling area. Access lines are automatically provisioned with Touch Tone Calling at no additional charge.

(1) Monthly Recurring Charge

Monthly Charge Per Access line includes unlimited calling within the specific Local Calling Area.

<u>Exchange</u>	<u>Not to Exceed</u>	<u>Exchange</u>	<u>Not to Exceed</u>
Titusville	\$65.00	Ft. Lauderdale	\$65.00
Sebastian	65.00	Hollywood	65.00
Bradenton	65.00	Pompano Beach	65.00
Myakka	65.00	North Dade	65.00
Venice	65.00	Miami	65.00
Cape Coral	65.00	Homestead	65.00
Ft. Myers Beach	65.00	Perrine	65.00
North Cape Coral	65.00		
North Ft. Myers	65.00		
Pine Island	65.00		
Lehigh Acres	65.00		
Sanibel-Captiva Islands	65.00		
Marco Island	65.00		
North Naples	65.00		
Boynton Beach	65.00		
Jupiter	65.00		
Boca Raton	65.00		
Coral Springs	65.00		
Deerfield Beach	65.00		

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F. RATES AND CHARGES (CONTINUED)

1. Local Exchange Service (Continued)

c. End User Common Line Charge

The Following End User Common Line Charge applies to all customers.

Monthly Recurring Charge

1. Business	\$9.00 (per line)
2. Residence	\$6.50

d. Life Line Service

Life Line Service will provide as per requirements of the Louisiana Service Commission.

e. 9-1-1 Service

In those exchanges where 9-1-1 Service is available, will provide access to 9-1-1 Service to all subscribers.

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F. RATES AND CHARGES (CONTINUED)

1. Local Exchange Service(Continued)

(2) Multiple Line Hunting

Multiple Line Hunting allows business users to group multiple business lines together in a group to which calls are terminated in a hunting arrangement. The subscriber may choose circular hunting or uniform call distribution hunting at no additional charge per line.

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F. RATES AND CHARGES (CONT'D)

2. Service Connection Charges

Service connection charges are non-recurring charges which apply to ordering, installing or changing of local telephone service. One or more Service Connection Charges may apply to each customer order depending upon the work functions performed.

a. Description of Charges

(1) Service Order Charge - Applies to receiving, recording and processing information necessary to execute a customer's request to connect, move or change telephone service. This charge applies when central office work is required and/or when a customer establishes a new account.

(2) Record Order Charge - Applies to receiving, recording and processing information necessary to execute a customer's request where only the customer, company business office, directory or billing records are involved. This charge also applies to subsequent customer orders where no central office access work is necessary.

(3) Line Change - Applies for each telephone number changed when requested by the customer.

(4) Premise Labor Charge - Applies to connect or move lines or equipment at the customer's location. Charges are based upon the time spent at the customer's premises. Premise Labor Charges apply during regularly scheduled work hours (8 AM to 5 PM Monday thru Friday). The minimum Premise Labor Charge is one-quarter (1/4) hour.

(5) Primary Inter-exchange Carrier Change Charge (PIC Change Charge) - Applies each time an end user changes primary inter-exchange carriers. This charge is designed to cover costs incurred to change primary inter-exchange carriers in the billing systems and switching systems.

(6) Primary Intra-exchange Carrier Change Charged (IntraPIC Change Charge) - Applies each time an end user changes primary intra-exchange carriers. This charge is designed to cover costs incurred to change primary intra-exchange carriers in the billing systems and switching systems.

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F. RATES AND CHARGES (CONT'D)

2. Service Connection Charges

b. Rates

	<u>Non-Recurring Charges</u> <u>Not to Exceed</u>	
	<u>Residence</u>	<u>Business</u>
(1) Service Order Charge	\$39.95	\$65.00
(2) Record Order Charge	\$17.00	\$26.00
(3) Line Change Charge		
(a) First Line	\$25.00	\$46.00
(b) Additional Line	\$15.00	\$15.00
(4) Premise Labor Charges (per 1/4 hr)	\$ 25.00	\$25.00
(a) Additional 15 minutes increments	\$15.00	\$15.00
(5) PIC Change Charge	\$5.00	\$5.00
(6) IntraPIC Change Charge	\$5.00	\$5.00

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F. RATES AND CHARGES (CONT'D)

3. Custom calling Services

a. Automatic Call Back Calling (Call Return)

This service will work only if the calling and called numbers are served by central offices between which Signaling System 7 (SS7) connectivity has been established.

This feature is available as follows: a) monthly subscription, or b) per activation/occasion on their line be blocked and such blocking will provided free of charge.

If the customer subscribes to the feature on a monthly basis, unlimited access is provided with no additional charge for each activation. The feature may be used on a non-subscription basis with a per occasion for each activation. Access to the usage option can be restricted at the customer's request at no charge.

The following charges are for Automatic Callback Calling (Calling Return) only and are in addition to applicable charges for service and equipment with which it is used.

	<u>Monthly Rate</u>
Residential (Per Line)	\$5.00
Business (Per Line)	\$7.00
Residential (Per Activation)	\$1.50
Business (Per Activation)	\$1.50

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

c. Call Forwarding - Busy Line

This feature automatically routes incoming calls to a pre-selected number when the subscriber's line is busy. The pre-selected number is specified by the subscriber at the time the service is installed and may be changed via Company service work order. Normal Service Work order charges will apply when a subscriber changes their preselected busy-line forward-to telephone number.

	<u>Monthly Rate</u>
Residential (Per Line)	\$3.00
Business (Per Line)	\$5.25

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

c. Call Forwarding - Busy Line

This feature automatically routes incoming calls to a preselected number when the subscriber's line is busy. The pre-selected number is specified by the subscriber at the time the service is installed and may be changed via a company service work order. Normal Service Work Order charges will apply when a subscriber changes their preselected busy-line forward-to telephone number.

	<u>Monthly Rate</u>
Residential (Per Line)	\$3.00
Business (Per Line)	\$5.25

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

c. Call Forwarding - Don't Answer

This feature automatically routes incoming calls to a pre-selected number when the subscriber's line is busy not answered after 20 seconds (approximately 4-5 rings) The preselected number is specified by the subscriber at the time the service is installed and may be changed via a Company service work order. Norman Service work order charges will apply when a subscriber changes their preselected busy-line forward-to telephone number.

	<u>Monthly Rate</u>
Residential (Per Line)	\$3.00
Business (Per Line)	\$5.25

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

L. Distinctive Ringing and Call Waiting Tone

Distinctive Ringing and Call Waiting Tone allows the subscriber to have up to three additional telephone numbers assigned to a single line and provides distinctive ringing patterns for up to four of those numbers. Distinctive Ringing also provides a distinctive Call Waiting Tone for each directory number.

<u>One additional Number</u>	<u>Monthly Rate</u>
Residential (Per Line)	\$4.95
Business (Per Line)	\$7.95

<u>Two Additional Number</u>	<u>Monthly Rate</u>
Residential (Per Line)	\$6.95
Business (Per Line)	\$10.95

ISSUED: May 5, 1999

EFFECTIVE: May 1, 2000

By: James D. Harris, Jr.

Corey J. David, President
902 CM Fagan Drive, Suite H
Hammond, LA 70403-6043

F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

m. Do Not Disturb (Call Intercept)

Provides for the automatic intercept of incoming calls to a recorded message. The Called Line may make outgoing calls during this period. This offering is only available when capability

	<u>Monthly Rate</u>
Residential (Per Line)	\$2.75
Business (Per Line)	\$4.00

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

n. Home Intercom - Basic

This service allows the subscriber to speak with another person in the home or office at another telephone extension. The subscriber picks up the receiver and dials their own 7-digit telephone number and hangs up. All telephone extensions connected to the 7-digit telephone number will start to ring. Once another extension is picked up and the ringing has stopped, the intercom initiator may pick up their receiver and the two callers are bridged on an intercom call.

	<u>Monthly Rate</u>
Residential (Per Line)	\$2.50
Business (Per Line)	\$4.00

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F. **RATES AND CHARGES (CONT'D)**

3. **Custom Calling Services (Cont'd)**

O. **Home Intercom - Enhanced**

This service allows the subscriber to speak with another individual in the Home or office at another telephone extension. Up to three distinctive Ring patterns may be selected. The subscriber picks up the receiver, dials Another user's Intercom dialing code then hangs up. All telephone extensions will begin to ring with a distinctive ringing pattern. After the intended user picks up their extension, the originator can pick up their extension and the two are bridged on an intercom call.

	<u>Monthly Rate</u>
Residential (Per Line)	\$7.00
Business (Per Line)	\$8.00

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F. RATES AND CHARGES (CONT'S)

3. Custom Calling Services (Cont'd)

p. Preferred Call Forwarding

Preferred Call Forwarding allows the customer to transfer selected calls to another telephone number. A screening list of up to six numbers is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, calls are forwarded to the Call Forwarding telephone number only if the calling number can be obtained and its found to match a number on the screening list.

If the customer also subscribes to Call Block and the same telephone number is entered on both screening list, the Call Block feature must be deactivated to allow the call to be forwarded.

This feature will not work if the calling line is not referenced to and originated by the main telephone number or Telephone Number identified number that represents all the lines in the collection of lines, such as a multi-line hunt group.

This service will work only if the calling and called numbers are served by central offices between which Signaling System 7(SS7) connectivity has been established.

	<u>Monthly Rate</u>
Residential (Per Line)	\$6.00
Business (Per Line)	\$6.50

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

q. Remote Activation of Call Forwarding

Remote Activation of Call Forwarding allows a subscriber to activate or deactivate Call Forwarding on their home or business phone when away from their phone. This feature requires the subscriber's home or business phone subscribe to Call Forwarding for Remote Activation of Call Forwarding to work.

The subscriber dials into a specified telephone number. As interactive announcement asks the caller to enter their home or business telephone number followed by their PIN (Personal Identification) number. The recorded announcement requests that the caller dial the call forwarding activation or deactivation code then confirms the caller's action.

	<u>Monthly Rate</u>
Residential (Per Line)	\$6.50
Business (Per Line)	\$8.50

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

r. Repeat Dialing

Repeat Dialing, when activated, automatically re-dials the last number the customer attempted to call. If the called line is not busy, the call will be placed.

If the called line is busy, a confirmation announcement is heard, the customer hangs up and a queuing process begins. For the next thirty minutes, both the calling and called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed.

This service will work only if the calling and called numbers are served by central offices between which Signaling System 7 (SS7) connectivity has been established.

This feature is available as follows: a) monthly subscription, or b) per activation/occasion.

If the customer subscribes to the feature on a monthly basis, unlimited access is provided with no additional charge for each activation. The feature may be used on a non-subscription basis with a per occasion for each activation. Access to the usage option can be restricted at the customer's request at no charge.

	<u>Monthly Rate</u>
Residential (Per Line)	\$6.00
Business (Per Line)	\$6.50
Residential (Per Use)	\$1.50
Business (Per Use)	\$1.50

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

s. Speed Calling (8-Code)

Speed Call (8-Code) service allows the subscriber to assign a one-digit dial code for telephone numbers and/or access codes. Up to eight (8) dial codes can be assigned with Speed Call (8-Code). Each stored number can be up to 32 digits in length.

	<u>Monthly Rate</u>
Residential (Per Line)	\$3.50
Business (Per Line)	\$4.75

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

t Speed Calling (30-Code)

Speed Call (30-Code) service allows the subscriber to assign a two-digit dial code for telephone numbers and/or access codes. Up to thirty (30) dial codes can be assigned with Speed Call (30-Code). Each stored number can be up to 32 digits in length.

	<u>Monthly Rate</u>
Resident (Per Use)	\$4.75
Business (Per Line)	\$5.50

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

u. Six-Way Calling

Six-Way Calling service allows the subscriber to have a telephone conversation with five other parties at different locations. The subscriber dials the first party, presses the flash hook, dials the second party, presses flash hook, dials the third party, (etc.), presses flash hook and up to six parties are connected. Normal transmission performance cannot be assured on all calls.

	<u>Monthly Rate</u>
Resident (Per Use)	\$5.50
Business (Per Line)	\$8.50

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F. RATES AND CHARGES (CONT'D)

3. Custom Calling Services (Cont'd)

v. Voice Mail

Voice Mail allows a subscriber's line to take a message when the subscriber is either on the phone, or does not answer after 4 rings. The subscriber receives a "stutter" dial tone when a message is waiting. The subscriber may set their password and record a greeting message caller will hear by dialing an activation code and then following interactive instructions. The subscriber may check and retrieve their messages by dialing an activation code. The subscriber may also retrieve their messages when away from their phone by dialing their own telephone number (and if not answered after 4 rings will be transferred to Voice Mail) and pressing any touch-tone key during their greeting message and then following interactive instructions. Voice Mail requires either Call Forwarding-Busy Line and/or Call Forwarding-No Answer. A caller may also send all of their calls to voice mail by subscribing to Call Forwarding.

	<u>Monthly Rate</u>
Resident (Per Use)	\$6.00
Business (Per Line)	8.00

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F. RATES AND CHARGES (CONT'D)

4. Operator Services

a. Directory Assistance

Customers may obtain directory assistance in determining telephone numbers for a charge by calling the Directory Assistance (D. A.) operator. A credit will be given for call to Directory Assistance when the customer experiences poor transmission or is cut off during the call.

D. A. charge per call	\$.25
Free Call Allowance	(1) Free Call Per Month

b. Operator Services

Local and intraLATA toll calls may be completed or billed with live or mechanized assistance by a company operator. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card, Call Placement Charges, as well as applicable usage charges apply to each call. Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party request interruption, and as such, both the Busy Verification and Emergency Interrupt charge will apply.

Call Placement Charge

Directory Assistance	\$.31
Customer Dialed (Automated) Calling Card	\$.75
Operator Dialed Surcharge (applies to 0-dialed calls)	\$.80
Operator Dialed Calling	\$.83
Person-to-Person (including collect & 3 RD Party)	\$ 1.83
Station-to-Station (includes all other operator assisted calls)	\$ 1.83
Third Party Station-to-Station	\$ 1.83
Busy Verification	\$ 2.00
Emergency Interrupt	\$ 4.00

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F. RATES AND CHARGES (CONT'D)

5. Directory Listings

The Company provides for a single no-charge directory listing in the alphabetical (white) section of the telephone directory published by the dominant exchange service provider in the customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Additional listings or non-published listings may be provided for a charge. Non-published listings are not listed in the directory nor in the Company's Directory Assistance Records. Changes and/or additions to directory listings may incur applicable Service Connection Charges. Rates for directory advertising will be sent by the dominant exchange service provider in the customer's exchange area. Company will either pass these charges directly on to its subscriber, or request the dominant exchange service provider to bill the subscriber separately.

6. Trouble Determination Charge

The customer shall be responsible for the payment of Company charges for visits by the Company to the customer's premises which are required in connection with a customer's service difficulty or trouble report when it is determined that the source of the difficulty or trouble is on the customer's side of the demarcation point. This charge does not include any further isolation work beyond the demarcation point.

a. Charges

Company trouble determination to the network interface or demarcation point is provided at the following rates and charges.

(1) Per Exchange Access Line, per premises

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
Resident (Per Use)	\$_____	\$1.50
Business (Per Line)	\$_____	\$1.50

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F. RATES AND CHARGES (CONTINUED)

7. Florida Relay Service

A. General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing 800 numbers have been designated for both impaired and non-impaired customers in use.

B. Regulations

- a. Only interstate calls can be completed using the Florida Relay Service under the terms and conditions of this tariff.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within the State of Florida. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

8. Florida Hearing Impaired Note

*Please reference item H on page 78 for more special arrangements for hearing impaired and deaf customers.

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F. RATES AND CHARGES (CONT'D)

9. Miscellaneous Services

a. 900/976 Call Blocking Service

Calls to other telephone companies' caller-paid information services (e.g. 900, 976) etc. will be blocked by the company's switch and will be offered at no charge in all exchanges where facilities and conditions permit. Customers will be charged to remove call blocking and to reinstall call blocking if so desired.

	<u>Monthly Recurring Charge</u>
Initial Call Block (Per Line)	No Charge
Remove Call Block (Per Line)	See Section F2.b.1 Service Order Charge
Reinstall Call Block (Per Line)	See Section F2.b.1 Service Order Charge

b. Remote Call Forwarding

Remote Call Forwarding utilizes a telephone number and central office facilities to automatically forward all incoming calls, dialed to that telephone number, to another telephone number in the same exchange or in a different exchange. Applicable Service Connection Charges apply as set forth in Section 6.2 this Tariff in addition to the charge per month.

1. per feature arranged and one access path for either interexchange, intraexchange, or local calling area per service requestion.

	<u>Monthly Recurring Rate</u>
Each	\$16.72
Additional Access Path Each	\$16.72

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F. RATES AND CHARGES (CONT'D)

10. Miscellaneous Services (Cont'd)

c. Originating Call Screening

1+ Call Screening enables a customer to block originated long distance calls for which long distance toll charges will apply and is available where facilities permit.

	<u>Residence</u>	<u>Business</u>
Monthly Rate Per Access Line	\$2.00	\$4.00

d. Billed Number Screening

Billed Number Screening is a service which, through operator screening, prevents incoming collect and third number billed calls from being billed to the customer. Operator screening of incoming collect and third number billed calls is limited to operator service providers that access a validation data base and therefore, cannot be guaranteed.

Monthly Rate	No Charge
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e. Authorization Code Calling

Authorization Code Calling enables a subscriber to limit access to long distance services by requiring an authorization code be dialed each and every time an originating long distance call is attempted from their line. After dialing 1+ or 0+ intraLATA, interLATA, or interstate call, a prompt tone will signal the caller to enter their authorization code. If the code is entered correctly, the call will be completed; otherwise, the call is sent to reorder tone or to a pre-recorded announcement. This service is available only where facilities permit.

	<u>Residence</u>	<u>Business</u>
Monthly Rate Per Access Line	\$6.00	\$7.50

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G. PROMOTIONAL OFFERINGS

The Company may from time to time engage in special promotional services offerings designed to attract new customers or to increase existing customers awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations.

H. SPECIAL CUSTOMER ARRANGEMENTS (SCA)

For special situations, rates for specialized services will be determined on a Special Customer arrangement and specified by contract between the Company and the Customer. The Telephone Relay System will be available to all hearing impaired and deaf customers.

I. SPECIAL LONG DISTANCE SERVICE USAGE

Statewide Long Distance Service will be offered to residential and business customers upon availability first then upon request. The Long Distance market is a highly competitive market and with the responsibilities of Local Resale, it is not always prudent for the business to have or offer these services. When offered, the service will be an optional service to the residential or business customer and offered on a customer by customer basis. The customer will be informed in writing by mutual contract before adding the long distance service to their particular phone. The provider of the long distance service will bill the customer directly for the Long Distance Service. Service is provided from pre-subscribed, dedicated or shared use access lines. Calls are billed in one-minute increments. No monthly recurring charges or minimum monthly billing requirements apply.

I.1 800/888 INBOUND LONG DISTANCE SERVICE AND CALLING CARDS

We will not be offering 800 numbers or calling cards from our business location to our customers. We will be consistent with our Local Calling Program and focus upon the needs of our customers with those services rendered.

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May 25, 1999

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Easley Building
Tallahassee, Florida 32399-0850
Telephone: (850) 413-6770

DEPOSIT DATE
D28388 APR 20 2000

000464-TX

Re: Application of Quantum Phone Communications, L.L.C. for authority to provide Resold Local and Intrastate Long Distance Telecommunications Services within the State of Florida.

To Whom It May Concern:

Enclosed for filing please find the original and six (6) copies of the above referenced application of Quantum Phone Communications, L.L.C. ("Q. P. Comm.") to offer Resold Local and Intrastate Long Distance Telecommunications Services. In particular, Q. P. Comm. requests authority to offer:

- Local Business and Residence Service,
- PBX Trunk and DID Service,
- COCOT Access Lines,
- Operator Services,
- Supplemental Services (e.g., Directory Assistance, optional calling features, directory listings).

Once approved, the company will offer its services to residential and business customers as well as customers served from small or large commercial businesses.

Also enclosed with this filing is a check in the amount of \$250 to cover the filing fee.

QUANTUM PHONE COMMUNICATIONS LLC
P.O. BOX 1358 PH 504-747-8253
HAMMOND, LA 70404

14-70
84-387/654
DATE April 15, 2000
\$250.00

PAY TO THE ORDER OF

Florida Public Service Commission

Two hundred Fifty dollars & NO/100

DEPOSIT GUARANTEE
METAIRIE, LA / HAMMOND, LA / BATON ROUGE, LA

FOR

04828-00
4-19-00

Joseph Davis

00046470