

ORIGINAL

MCWHIRTER REEVES
ATTORNEYS AT LAW

TAMPA OFFICE:
400 NORTH TAMPA STREET, SUITE 2450
TAMPA, FLORIDA 33602
P. O. BOX 3350 TAMPA, FL 33601-3350
(813) 224-0866 (813) 221-1854 FAX

PLEASE REPLY TO:

TALLAHASSEE

TALLAHASSEE OFFICE:
117 SOUTH GADSDEN
TALLAHASSEE, FLORIDA 32301
(850) 222-2525
(850) 222-5606 FAX

April 27, 2000
VIA Hand Delivery

Blanca S. Bayo, Director
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

Re: Docket No. 000507-TX, Speedy Reconnect, Inc. ALEC application

Dear Ms. Bayo:

Enclosed for filing and distribution are the original and 6 copies of:

- The ALEC application and price list of Speedy Reconnect, Inc. and
- A check for the application fee of \$250.00.

Please acknowledge receipt of the above on the extra copy enclosed herein and return it to me. Thank you for your assistance.

Yours truly,



Vicki Gordon Kaufman

encl.

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:



DOCUMENT NUMBER - DATE
05215 APR 27 8
FPSC-RECORDS/REPORTING

ORIGINAL

APPLICATION

000507 JK

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:

Speedy Reconnect, Inc.

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

Speedy Reconnect, Inc.

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

3025 20th Street
Suite A
Metairie, Louisiana 70002

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

NRAI Services, Inc.
526 East Park Avenue
Tallahassee, Florida 32301

6. Structure of organization:

- () Individual () Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership

() Other _____

7. If individual, provide:

Name: Not applicable

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:
Not applicable.

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

- (a) The Florida Secretary of State corporate registration number:
F99000006041

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

(a) **The Florida Secretary of State fictitious name registration number:**
Not applicable

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

(a) **The Florida Secretary of State registration number:**
Not applicable

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

Name: Not applicable

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:** Not applicable

14. Provide **F.E.I. Number**(if applicable): Federal EIN: 72-1409282

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.

None.

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

None

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

(a) The application:

Name: Sidney M. Cerami

Title: General Manager

Address: 3025 20th Street

City/State/Zip: Metairie, Louisiana 70002

Telephone No.: (504)834-8885 **Fax No.:** (504) 834-8559

Internet E-Mail Address: sidsmail@bellsouth.net

Internet Website Address: None.

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

Name: Sidney M. Cerami

Title: General Manager

Address: 3025 20th Street

City/State/Zip: Metairie, Louisiana 70002

Telephone No.: 504-834-8885 Fax No.: 504-834-8559

Internet E-Mail Address: sidsmail@bellsouth.net

Internet Website Address: None

(c) Complaints/Inquiries from customers:

Name: Karen Cerami

Title: OFFICE MANAGER

Address: 3025 20th Street

City/State/Zip: Metairie, Louisiana 70002

Telephone No.: 504-834-8885 Fax No.: 504-834-8559

Internet E-Mail Address: karencer@bellsouth.net

Internet Website Address: None

17 List the states in which the applicant:

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

Louisiana, Mississippi

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

None

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

Louisiana, Mississippi, Tennessee

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

None

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

None

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

None

18. Submit the following:

A. Financial capability.

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

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

1. the balance sheet:
2. income statement: and

3. statement of retained earnings.

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

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

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
 2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
 3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.
- B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.
- C. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

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

UTILITY OFFICIAL:

<u>Barbara A. Colledge</u>	<u>4-17-00</u>
Signature	Date
<u>Secretary</u>	<u>504-834-8885</u>
Title	Telephone No.
Address: <u>3025 20th STREET #A</u>	<u>504-834-8559</u>
<u>METAIRIE LA 70002</u>	Fax No.

ATTACHMENTS:

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

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____,

(Title) _____ of (Name of Company)

_____ and current holder of Florida Public Service Commission Certificate Number # _____, have reviewed this application and join in the petitioner's request for a:

() sale

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address:

Fax No.

INTRASTATE NETWORK (if available)

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

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>	_____
2) _____	_____
3) _____	_____
4) _____	_____

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange 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:

Barbara A. Callender

Signature

4-17-00

Date

Secretary

Title

501-834-8885

Telephone No.

Address: 3025 20th St Ste A

504-834-8559

Fax No.

Melairie, La 70002



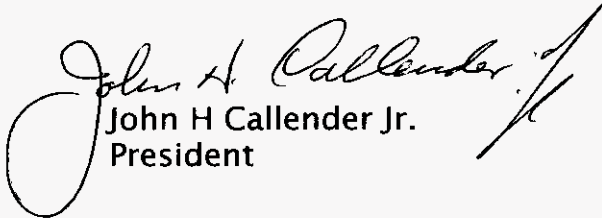
SPEEDY RECONNECT, INC.

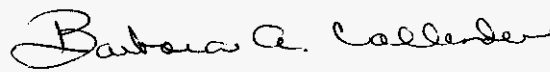
April 18, 2000

To Whom It May Concern:

Speedy Reconnect, Inc. has been in business since July 1998 and has grown to have 8 retail locations serving over 4000 customers. As our financial statements indicate, Speedy Reconnect is financially sound and is capable of providing and maintaining customer telephone services throughout the State of Florida. Speedy Reconnect, Inc. upholds the greatest care with meeting its financial obligations and we only see the financial position getting stronger over time.

Thank you,


John H Callender Jr.
President


Barbara A Callender
Secretary

3025 20th Street Suite A Metairie, Louisiana
70002

Phone: 504-834-8885
Fax: 504-834-8559

COMPANY PROFILES

SPEEDY RECONNECT IS A LOUISIANA BASED COMPANY FORMED IN JULY 1998 TO SATISFY A NEED IN THE TELECOMMUNICATION INDUSTRY. SPEEDY PROVIDES LOCAL PRE-PAID TELEPHONE SERVICES TO INDIVIDUALS WHO CHOOSE NOT TO PRESCRIBE TO THE INCUMBENT TELEPHONE COMPANY IN THEIR AREA. SINCE IT'S INCEPTION, SPEEDY RECONNECT HAS GROWN TO HAVE APPROXIMATELY 2300 RESIDENTIAL LINE CUSTOMERS. THESE CUSTOMERS ARE SERVICED FROM 5 STORES LOCATED IN THE METRO NEW ORLEANS AREA. THE COMPANY OFFICERS BRING MORE THAN SIXTY YEARS OF SALES AND MANAGEMENT EXPERIENCE TO THE COMPANY. SPEEDY RECONNECT HAS STRONG SUPPORT AND THE ABILITY TO HANDLE CUSTOMER NEEDS.

JOHN H CALLENDER, JR., PRESIDENT

JOHN CALLENDER HAS DIVERSE BUSINESS EXPERIENCE AS AN ENTREPRENEUR. MR CALLENDER WAS OWNER AND OPERATOR OF SEVERAL DIVERSE BUSINESSES UNTIL 1975, WHEN HE FOUNDED TELEVISION MANAGEMENT, INC., A LOUISIANA BASED NATIONAL RENT-TO-OWN COMPANY WHICH HAD APPROXIMATELY \$8,500,000 IN ANNUAL SALES WITH 15 LOCATIONS IN FIVE STATES. MR CALLENDER WAS PRESIDENT AND CEO FROM IT'S INCEPTION UNTIL 1995. MR CALLENDER SOLD THIS BUSINESS IN 1995. IN 1998, MR CALLENDER CO-FOUNDED SPEEDY RECONNECT. MR CALLENDER ADVISES SIDNEY CERAMI ON MATTERS CONCERNING THE DIRECTION SPEEDY RECONNECT SHOULD TAKE IN THE FUTURE AS WELL AS THE PRESENT.

BARBARA CALLENDER, CFO/SECRETARY

BARBARA A CALLENDER, CO-FOUNDER OF SPEEDY RECONNECT, HAS MORE THAN 20 YEARS EXPERIENCE IN BUSINESS AND FINANCIAL AREAS. MRS CALLENDER WAS SECRETARY OF TELEVISION MANAGEMENT AND MANAGED THE CORPORATE OFFICE EMPLOYEES, AS WELL AS CONTROLLING THE FINANCIAL ASPECTS OF THE BUSINESS. MRS CALLENDER IS WELL QUALIFIED AS A COMPANY COMPTROLLER AND IN SUPERVISION OF PERSONNEL.

SIDNEY M CERAMI, GENERAL MANAGER

SIDNEY CERAMI HAS EXTENSIVE SALES AND MANAGEMENT EXPERIENCE SINCE LEAVING COLLEGE TO WORK AT THE HOME DEPOT. HE WAS EMPLOYEED AT THE HOME DEPOT FOR MORE THAN NINE YEARS, WHERE HE ROSE TO DEPARTMENT HEAD BEFORE BEING PROMOTED TO A REGIONAL POSITION. IN 1994, MR CERAMI WAS EMPLOYED AT TELEVISION MANAGEMENT AS AN AUDITOR AND GAINED MORE EXPERIENCE IN THE SUPERVISION OF PERSONNEL. IN 1996, MR CERAMI BECAME PRESIDENT OF A SMALL FINANCE BUSINESS WITH TWO STORES IN THE METRO NEW ORLEANS AREA. MR CALLENDER HIRED SIDNEY TO BE GENERAL MANGER OF SPEEDY RECONNECT. HE DEVELOPED THE BUSINESS FROM THE GROUND UP AND IS RESPONSIBLE FOR THE DAY TO DAY OPERATIONS OF ALL THE SPEEDY RECONNECT STORES AND THEIR EMPLOYEES. MR CERAMI DESIGNED AND IMPLEMENTED ALL OF SPEEDY RECONNECT'S POLICIES REGARDING IT'S CUSTOMERS AND HE IS RESPONSIBLE FOR ALL TRAINING OF STORE PERSONNEL.

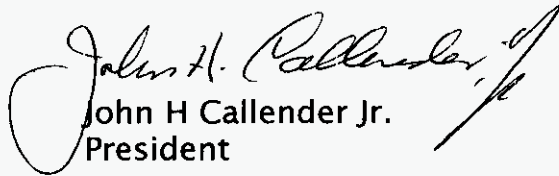
SPEEDY RECONNECT, INC.


April 18, 2000

To Whom It May Concern:

The attached unaudited financial statements for Speedy Reconnect, Inc. are true and correct. Please accept them as such on our behalf for your consideration.

Thank you,


John H Callender Jr.
President


Barbara A Callender
Secretary

3025 20th Street Suite A Metairie, Louisiana
70002

Phone: 504-834-8885
Fax: 504-834-8559

SPEEDY RECONNECT, INC.**Profit & Loss**

January through March 2000

04/18/00

	Jan - Mar '00
Ordinary Income/Expense	
Income	
4009 · Miscellaneous	84.07
4010 · Sales	628,031.24
4091 · Sales Tax	-9.24
Total Income	<u>628,106.07</u>
Cost of Goods Sold	
5000 · Cost of Goods Sold	335,947.05
Total COGS	<u>335,947.05</u>
Gross Profit	292,159.02
Expense	
6110 · Automobile Expense	869.85
6111 · Alarm Services	498.89
6112 · Refund-customer	1,961.14
6115 · Advertising	34,542.61
6120 · Bank Service Charges	213.70
6180 · Insurance	6,578.69
6240 · Miscellaneous	650.00
6250 · Postage and Delivery	5,809.20
6260 · Printing and Reproduction	1,597.29
6270 · Professional Fees	7,908.15
6290 · Rent	15,865.26
6300 · Repairs	9,113.06
6340 · Telephone	12,698.16
6350 · Travel & Ent	5,090.58
6390 · Utilities	2,392.19
6560 · Payroll Expenses	91,161.43
6565 · Referral	200.00
6600 · Janitorial	110.00
6770 · Supplies	11,014.31
6820 · Taxes	12,193.37
6841 · State- Inspection & Supervision	214.44
6900 · Maintenance	480.00
6901 · Repair & Maintenance	759.61
6999 · Uncategorized Expenses	-872.78
Total Expense	<u>221,049.15</u>
Net Ordinary Income	<u>71,109.87</u>
Net Income	<u><u>71,109.87</u></u>

SPEEDY RECONNECT, INC.**Balance Sheet**

As of March 31, 2000

	<u>Mar 31, '00</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 - Bank One-Mag	4,901.42
1001 - Hibernia National Bank	146,796.50
1002 - Hibernia-LaPlace, La	3,525.73
1003 - Whitney National Bk	4,118.68
1004 - Bank One- West	5,244.36
1005 - Hibernia Nat'l --N.O.East	2,500.92
1006 - Airline	2,150.97
1007 - Bay St Louis	1,487.94
1008 - Hancock Bank	100.00
Total Checking/Savings	<u>170,826.52</u>
Accounts Receivable	
1200 - Accounts Receivable	-38.29
Total Accounts Receivable	<u>-38.29</u>
Other Current Assets	
1016 - Petty Cash- Cash Drawers	1,600.00
1120 - Inventory Asset	156.62
Total Other Current Assets	<u>1,756.62</u>
Total Current Assets	<u>172,544.85</u>
Fixed Assets	
1500 - 2000 Pontiac Montana	29,039.82
3200 - Leasehold Improvements	34,818.65
Total Fixed Assets	<u>63,858.47</u>
Other Assets	
1017 - Office Furniture	12,231.89
1019 - Deposit	7,546.78
3110 - Printers	894.43
3115 - Compaq Presario	17,879.04
Total Other Assets	<u>38,552.14</u>
TOTAL ASSETS	<u><u>274,955.46</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
1400 - AMEX	705.54
Total Credit Cards	<u>705.54</u>
Other Current Liabilities	

04/18/00

SPEEDY RECONNECT, INC.

Balance Sheet

As of March 31, 2000

	<u>Mar 31, '00</u>
1300 · Barbara A Callender	29,500.00
1301 · Notes Payable-John H Callender	28,556.30
1302 · NOTES PAYABLE-PAYDAY LOANS	25,000.00
2100 · Payroll Liabilities	7,549.42
2200 · Sales Tax Payable	22,701.81
2300 · HOSPITALIZATION PAYABLE	490.90
2400 · sales tax adjustment	4,659.00
Total Other Current Liabilities	118,457.43
Total Current Liabilities	119,162.97
Long Term Liabilities	
1600 · Notes Payable-GMAC	23,980.44
Total Long Term Liabilities	23,980.44
Total Liabilities	143,143.41
Equity	
1110 · Retained Earnings	57,353.73
1520 · Capital Stock	1,360.00
3000 · Opening Bal Equity	1,988.45
Net Income	71,109.87
Total Equity	131,812.05
TOTAL LIABILITIES & EQUITY	<u>274,955.46</u>

SPEEDY RECONNECT, INC.
Profit & Loss
 January through December 1999

	Jan - Dec '99
Ordinary Income/Expense	
Income	
4009 · Miscellaneous	910.73
4010 · Sales	1,632,856.35
4091 · Sales Tax	-60.47
Total Income	1,633,706.61
Cost of Goods Sold	
5000 · Cost of Goods Sold	862,613.70
Total COGS	862,613.70
Gross Profit	771,092.91
Expense	
6100 · MANAGEMENT FEE	25,000.00
6109-4 · Auto Leasing	1,983.51
6110 · Automobile Expense	5,061.91
6111 · Alarm Services	3,081.11
6112 · Refund-customer	7,918.59
6115 · Advertising	132,088.40
6120 · Bank Service Charges	2,694.14
6136 · Temporary Labor	847.00
6140 · Contributions	100.00
6150 · Depreciation Expense	310.00
6160 · Dues and Subscriptions	2,637.67
6180 · Insurance	10,057.78
6200 · Interest Expense	47.13
6240 · Miscellaneous	665.55
6250 · Postage and Delivery	20,518.00
6260 · Printing and Reproduction	6,923.48
6270 · Professional Fees	14,175.39
6290 · Rent	65,989.12
6300 · Repairs	17,082.78
6321 · Computer Maintenance	1,245.00
6330-5 · East	43.84
6340 · Telephone	41,496.04
6350 · Travel & Ent	17,445.31
6390 · Utilities	10,867.81
6560 · Payroll Expenses	165,912.93
6565 · Referral	910.00
6770 · Supplies	57,345.83
6820 · Taxes	6,450.64
6841 · State- Inspection & Supervision	244.71
6900 · Maintenance	3,418.86
6901 · Repair & Maintenance	743.80
6999 · Uncategorized Expenses	2,843.66

04/18/00

SPEEDY RECONNECT, INC.
Profit & Loss
January through December 1999

	<u>Jan - Dec '99</u>
Total Expense	626,149.99
Net Ordinary Income	144,942.92
Other Income/Expense	
Other Income	
7030 - Other Income	0.00
Total Other Income	0.00
Net Other Income	0.00
Net Income	<u>144,942.92</u>

SPEEDY RECONNECT, INC.

Balance Sheet

As of December 31, 1999

Dec 31, '99

ASSETS

Current Assets

Checking/Savings

1000 · Bank One-Mag	3,039.66
1001 · Hibernia National Bank	154,911.90
1002 · Hibernia-LaPlace,La	2,290.29
1003 · Whitney National Bk	11,207.38
1004 · Bank One- West	4,835.31
1005 · Hibernia Nat'l --N.O.East	2,455.85
1006 · Airline	1,591.76
1007 · Bay St Louis	73.24

Total Checking/Savings	180,405.39
------------------------	------------

Accounts Receivable

1200 · Accounts Receivable	-38.29
----------------------------	--------

Total Accounts Receivable	-38.29
---------------------------	--------

Other Current Assets

1016 · Petty Cash- Cash Drawers	1,400.00
1120 · Inventory Asset	156.62

Total Other Current Assets	1,556.62
----------------------------	----------

Total Current Assets	181,923.72
----------------------	------------

Fixed Assets

1500 · 2000 Pontiac Montana	29,039.82
3200 · Leasehold Improvements	15,818.65

Total Fixed Assets	44,858.47
--------------------	-----------

Other Assets

1017 · Office Furniture	12,231.89
1019 · Deposit	7,511.78
3110 · Printers	894.43
3115 · Compaq Presario	17,879.04

Total Other Assets	38,517.14
--------------------	-----------

TOTAL ASSETS	265,299.33
---------------------	-------------------

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Credit Cards

1400 · AMEX	13,957.85
-------------	-----------

Total Credit Cards	13,957.85
--------------------	-----------

Other Current Liabilities

1300 · Barbara A Callender	57,000.00
----------------------------	-----------

04/18/00

SPEEDY RECONNECT, INC.
Balance Sheet
As of December 31, 1999

	<u>Dec 31, '99</u>
1301 · Notes Payable-John H Callender	57,378.64
1302 · NOTES PAYABLE-PAYDAY LOANS	25,000.00
2100 · Payroll Liabilities	2,027.35
2200 · Sales Tax Payable	18,288.08
2300 · HOSPITALIZATION PAYABLE	1,776.10
2400 · sales tax adjustment	4,659.00
Total Other Current Liabilities	<u>166,129.17</u>
Total Current Liabilities	180,087.02
Long Term Liabilities	
1600 · Notes Payable-GMAC	26,510.13
Total Long Term Liabilities	<u>26,510.13</u>
Total Liabilities	206,597.15
Equity	
1110 · Retained Earnings	-87,589.19
1520 · Capital Stock	1,360.00
3000 · Opening Bal Equity	-11.55
Net Income	144,942.92
Total Equity	58,702.18
TOTAL LIABILITIES & EQUITY	<u><u>265,299.33</u></u>

SPEEDY RECONNECT, INC.
Profit & Loss
 January through December 1998

	Jan - Dec '98
Ordinary Income/Expense	
Income	
4009 · Miscellaneous	-9.14
4010 · Sales	234,153.00
4091 · Sales Tax	-76.62
Total Income	234,067.24
Cost of Goods Sold	
5000 · Cost of Goods Sold	122,783.50
Total COGS	122,783.50
Gross Profit	111,283.74
Expense	
6066 · Shortage	41.39
6100 · MANAGEMENT FEE	-3,612.21
6110 · Automobile Expense	668.99
6111 · Alarm Services	933.28
6112 · Refund-customer	1,980.97
6115 · Advertising	59,873.09
6120 · Bank Service Charges	1,822.62
6136 · Temporary Labor	1,435.65
6150 · Depreciation Expense	14,601.00
6160 · Dues and Subscriptions	1,550.00
6180 · Insurance	3,651.55
6240 · Miscellaneous	1,306.01
6250 · Postage and Delivery	1,167.44
6260 · Printing and Reproduction	3,886.91
6270 · Professional Fees	5,479.00
6290 · Rent	6,800.00
6299 · Emergency Repairs	17,646.32
6300 · Repairs	1,480.94
6340 · Telephone	16,806.89
6350 · Travel & Ent	2,795.29
6390 · Utilities	2,042.93
6560 · Payroll Expenses	30,103.16
6565 · Referral	250.00
6600 · Janitorial	2,295.00
6770 · Supplies	22,938.86
6820 · Taxes	798.93
6841 · State- Inspection & Supervision	113.92
6999 · Uncategorized Expenses	15.00
Total Expense	198,872.93
Net Ordinary Income	-87,589.19

04/18/00

SPEEDY RECONNECT, INC.
Profit & Loss
January through December 1998

Jan - Dec '98

Net Income

-87,589.19

SPEEDY RECONNECT, INC.

Balance Sheet

As of December 31, 1998

Dec 31, '98

ASSETS

Current Assets

Checking/Savings

1000 · Bank One-Mag	1,846.97
1001 · Hibernia National Bank	19,193.28
1002 · Hibernia-LaPlace,La	1,201.15
1003 · Whitney National Bk	4,452.59
1004 · Bank One- West	918.05

Total Checking/Savings	27,612.04
------------------------	-----------

Accounts Receivable

1200 · Accounts Receivable	-38.29
----------------------------	--------

Total Accounts Receivable	-38.29
---------------------------	--------

Other Current Assets

1016 · Petty Cash- Cash Drawers	800.00
1120 · Inventory Asset	338.65

Total Other Current Assets	1,138.65
----------------------------	----------

Total Current Assets	28,712.40
----------------------	-----------

Fixed Assets

3200 · Leasehold Improvements	-2,498.44
-------------------------------	-----------

Total Fixed Assets	-2,498.44
--------------------	-----------

Other Assets

1017 · Office Furniture	377.44
1019 · Deposit	4,600.00
3110 · Printers	894.43
3115 · Compaq Presario	12,940.15

Total Other Assets	18,812.02
--------------------	-----------

TOTAL ASSETS	<u>45,025.98</u>
--------------	------------------

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

1300 · Barbara A Callender	57,000.00
1301 · Notes Payable-John H Callender	67,278.64
2100 · Payroll Liabilities	340.72
2200 · Sales Tax Payable	18,732.12
2300 · HOSPITALIZATION PAYABLE	-490.90
2400 · sales tax adjustment	-11,594.31

Total Other Current Liabilities	<u>131,266.27</u>
---------------------------------	-------------------

04/18/00

SPEEDY RECONNECT, INC.
Balance Sheet
As of December 31, 1998

	<u>Dec 31, '98</u>
Total Current Liabilities	<u>131,266.27</u>
Total Liabilities	131,266.27
Equity	
1520 · Capital Stock	1,360.00
3000 · Opening Bal Equity	-11.10
Net Income	<u>-87,589.19</u>
Total Equity	-86,240.29
TOTAL LIABILITIES & EQUITY	<u><u>45,025.98</u></u>

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Speedy Reconnect, Inc., with principal offices at 3025 20th Street, Suite A, Metairie, Louisiana 70002. This price list applies for services furnished within the state of Florida. This price list 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.

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002

CHECK SHEET

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

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002

TABLE OF CONTENTS

Title Sheet 1
Check Sheet 2
Table of Contents 3
Symbols Sheet 4
Price List Format Sheets 5
Section 1 - Technical Terms and Abbreviations 6
Section 2 - Rules and Regulations 7
Section 3 - Basic Service Description and Rates 8
Section 4 - Miscellaneous Services 9

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

**Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002**

SYMBOLS SHEET

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

D - Delete Or Discontinue

I - Change Resulting In An Increase to A Customer's Bill

M - Moved From Another Price List Location

N - New

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

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

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

**Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002**

PRICE LIST FORMAT SHEETS

A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company or Carrier - Speedy Reconnect, Inc.

Speedy - Speedy Reconnect, Inc.

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

**Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002**

SECTION 2 - RULES AND REGULATIONS**2.1 Responsibilities and Limitations of the Company**

Speedy will be responsible for providing telephone service to your dwelling. Speedy will not be responsible for the internal wiring, jacks, individual telephone connections, or any other parts telecommunications devices or data connections. Speedy will provide repair services at a normal cost, or provide a list of independent telephone repair companies. Customer may choose any individual or company of your choice to provide these services at the customers expense. Any work performed on my line which is not approved by Speedy, will be done at my own risk and expense.

If phone service terminates due to Speedy's fault, Speedy or it's escrow provider will refund a pro rate amount of Customer's monthly service payment for the period of time in which service was not received as such time period is reflected in the telephone companies records. Customer may not make an additional claim against Speedy for any damages resulting from terminated service, even if Customer is likely to rely on phone service for emergency call to 911 and the like. If Customer's phone service terminates for reasons beyond Speedy's control such as storms, strikes, broken wires, etc., Customer is not entitled to any refund except as may be required by applicable law or regulation.

2.2 Customer's Understanding and Responsibilities

Customer must pay for service in the a timely fashion as described in Section 3 below. If Customer has any questions or problems {including repair} regarding its telephone service, Customer must contact the Speedy office directly. Customer understands that its telephone service could be disconnected for not paying my monthly bill on time or in full, for any long distance charges being billed to its telephone number, and for making unauthorized changes in its telephone services. Customer understands that Speedy places long distance restrictions on all customer telephone services. These restrictions include any or all of the following types of calls: direct-dial long distance calls; collect calls; operated assisted calls; third number-billed calls. Customer understands that such blocks are not 100% effective. Customer is aware that if any long distance or toll { including 800, 900, or 976} charges are billed to Customer's telephone number Customer will be responsible to pay all such charges plus a penalty charge.

Customer agrees to indemnify and hold Speedy and its representatives harmless and free of any legal action for any claims other than for negligence of Speedy that may occur as a result of assisting Customer with its telephone service. If Speedy Reconnect must resort to legal action to collect on

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002

Customer's bill, Customer will be responsible for all legal fees and court cost. Any disputes or controversies arising out of the subject matter of this agreement, where the injured party or parties claim damages individual or in the aggregate in excess of \$3,000.00, shall be decided by arbitration. The parties will select a mutually agreeable arbitrator, or if one cannot be agreed upon, then the party with the claim may request the superior court in the parish or county in which the claimant resides to appoint an arbitrator in accordance with Florida law. The decision of the arbitrator is final.

Customer understands that it is entering into a contractual agreement with the Company to act as its communications representative for all negotiations with BellSouth telephone company for services. Under the terms of Customer's agreement with the Company, Customer authorizes the company to handle all negotiations for service request, and the issuance of orders on our telephone service at the address Customer has provided on its agreement and on the phone number issued Customer by Speedy until further notice. Customer's authorization does not preclude Customer's ability to act in its own behalf to change service providers.

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002

#609757 v1 - Speedy Reconnect Florida Price List.wpd
- 04/27/2000

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.1 Service Description

The Company provides prepaid resold basic local exchange service. The Company also offers some additional features. The company offers access to 911, operator services, and relay services.

3.2 Rates

Customer's payment will be due on the same day each month for the following months service.

Recurring charges:

\$49.00 a month for basic local service

\$5.00 a month for each additional feature offered, except caller-id deluxe

\$10.00 a month for caller-id

\$15.00 a month for caller-id deluxe (call waiting, call forwarding, speed calling, call return, unpublished number, three-way calling)

If optional service is added after the initial sign up, a processing fee will be imposed for such service.

Non-recurring charges:

\$10.00 one-time setup fee for caller-id feature

\$20.00 connection fee

\$35.00 reconnect fee after disconnection

\$35.00 to transfer service from one location to another

All prices are plus all applicable state and local sales taxes.

Prices for any repair items are actual costs charged by BellSouth to Speedy Reconnect.

Late fee:

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002

If your payment is not received by Speedy Reconnect Inc. by your due date, your account will be considered delinquent. A \$5.00 late charge (1-7 days after due date) will be assessed.

Accounts delinquent for 7 days, will be disconnected on the next business day. Any Customer that has service disconnected by Speedy will be required to pay a reconnect fee of \$35.00, as well as \$49.00 monthly fee to get service turned back on.

Special NoteExample: If Customer's account is due on the 1st of the month, and Customer pays on the 3rd of that month, Customer's next month's payment will still be due on first of the 1st of that month.

First Month's Bill:

Since Customer's phone will take 5 working days to be turned on, Speedy will not charge Customer for the first 5 calendar days from the day Customer signs up for service. Ex. If a Customer signs up for service on the 5th of the month, the payment for the next month will be due on the tenth of that month.

Long distance penalties:

Speedy does not provide long distance services. Any long distance (including Calling Card) charges being billed to Customer's telephone number will be the responsibility of the Customer and must be paid in full. In addition, any such charges will incur an additional penalty of \$5.00 per telephone company billing.

Refunds:

Refunds of the processing/application payment are not given if the application for service is approved based on false information provided to Speedy, or the applicant fails to accept the terms of the contact addendum, or his former telephone company accepts the applicant back on service as a result of Speedy's involvement.

[Must the following be included? At these rates and terms?]

3.3 Hearing and Speech Impaired Customers

3.3.1 Directory Assistance

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

3.3.2 Telecommunications Relay Service

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002

For calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call.

ISSUED: April 27, 2000

EFFECTIVE: _____

By:

Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002

#609757 v1 - Speedy Reconnect Florida Price List.wpd
- 04/27/2000

SECTION 4 - MISCELLANEOUS SERVICES

4.1 Directory Assistance

There is no charge for the first three calls per month to Directory Assistance. The Customer can request a maximum of two numbers per call to Directory Assistance. Call completion service is provided when the Customer requests that the Directory Assistance operator call the Directory Assistance number requested. All completed calls will be charged the Directory Assistance Call Completion charge, in addition to any other appropriate charges. The service charges for each service are noted below:

- A. Directory Assistance \$0.40
- B. Directory Assistance Call Completion \$0.40

4.2 Directory Listings

One listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to use the Customer's service. Telephone numbers of nonpublished service are not listed in the Telephone Company's directories or on directory assistance records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party. The charges listed below are monthly charges and are the same for both Residence or Business Customers.

- A. Non-Published Number, per line \$ 2.35
- B. Non-Listed Number, per line 1.00
- C. Additional Listing, per listing 1.25

ISSUED: April 27, 2000

EFFECTIVE: _____

By: Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002

SECTION 4 - MISCELLANEOUS SERVICES**4.3 Local Operator Services**

A per-call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods and is as follows:

A.	Customer Dialed Calling Card	\$0.75
B.	Station to Station operator assisted, collect, third party	\$1.00
C.	Person-to-Person operator assisted local call	\$2.50
D.	Operator Busy Verification	\$0.95
E.	Operator Emergency Interruption	\$0.45

4.4 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

ISSUED: April 27, 2000**EFFECTIVE: _____****By:**

Sidney M. Cerami, General Manager
3025 20th Street, Suite A
Metairie, Louisiana 70002

