



October 7, 2011

Mr. Jeff Derouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 40602  
(502) 564-3940

**RECEIVED**  
OCT 14 2011  
PUBLIC SERVICE  
COMMISSION

Re: Voluntary Withdrawal of Certification – WonderLink Communications, LLC

Dear Mr. Derouen:

Please allow this letter to serve as notification that WonderLink Communications, LLC, hereafter referred to as "WonderLink," wishes to withdraw its Authority to Operate as a Reseller of Telecommunications Services within the Commonwealth of Kentucky and cancel all related tariffs, effective immediately. WonderLink has no customers who would be affected by this action.

I have included an additional copy of this letter to be date stamped and returned in the enclosed postage paid self-addressed envelope.

Should you have questions, or need additional information, please do not hesitate to contact me directly.

Best regards,

A handwritten signature in black ink, appearing to read "Andrew Duncan", written in a cursive style.

Andrew Duncan  
Managing Member  
WonderLink Communications, LLC

TARIFF BRANCH  
**RECEIVED**  
10/14/2011  
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COMMISSION  
OF KENTUCKY

**TITLE PAGE**  
OF  
KENTUCKY LOCAL EXCHANGE SERVICES TARIFF  
OF  
WONDERLINK COMMUNICATIONS, LLC

This Tariff, filed with the Kentucky Public Service Commission,  
contains the rates, terms, and conditions applicable to  
Local Exchange Telephone Services within the State of Kentucky  
offered by WonderLink Communications, LLC

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ISSUED: November 22, 2010

EFFECTIVE: February 1, 2011

By:

Andrew Duncan, President  
1285 Cypress Trace Dr.  
Melbourne, FL 32940



**CHECK SHEET**

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

SHEET	REVISION	SHEET	REVISION
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
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**TARIFF FORMAT**

- A. **Page Numbering** – Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between 3 and 4 would be numbered 3.1
- B. **Page Revision Numbers** – Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current page version on file with the Commission. For Example, 4<sup>th</sup> Revision Page 4 cancels 3<sup>rd</sup> Revision Page 4.
- C. **Paragraph Numbering Sequence** – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
  - 2.
  - 2.1
  - 2.1.1.
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
- D. **Check Sheet** – When a tariff is made with the commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on the file with the Commission.

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of local exchange service by WonderLink Communication, LLC within the State of Kentucky and subject to the jurisdiction of the Kentucky Public Service Commission.

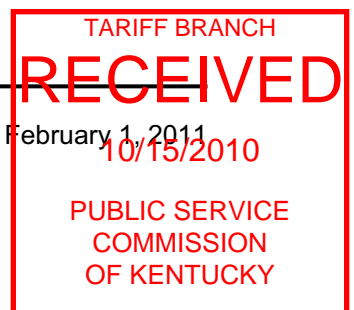
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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** – An arrangement which connects the customer's location to a switching center or point of presence.

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

**Company or Carrier** – Whenever used in this tariff, "carrier" or "company" refers to WonderLink Communications, LLC. Unless otherwise specified or clearly indicated by the context.

**Commission** – Kentucky Public Service Commission.

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

**Exchange Access Line** – The serving central office line equipment and all Company plant facilities up to and including the Company provided Standard Network Interface. These facilities are Company-provided and maintained and provided access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in section 4 of this tariff.

**ILEC** – The Incumbent Local Exchange Carrier

**LEC** – Local Exchange Company

**Local Exchange Services** – Telecommunications service furnished for use by end user in placing and receiving local telephone calls within local calling areas.

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

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, CONT.**

**Station-to-Station Calling** – A service whereby the originating end user requests the assistance of a company operator to place or bill the call. Calls billed “Collect” or to a telephone company-issued calling card or an authorized credit card are Operator-Station calls unless the call is placed on a person-to-person basis. Automated Calling Card calls are not Operator-Station calls. Calls may be dialed with or without the assistance of a company operator. Collect call to coin telephones and transfer of charges to third telephones which are coin telephones will not be accepted.

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

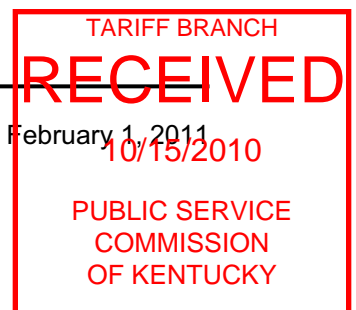
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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. The Company will offer these services over resold facilities.

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

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

**2.2 Limitations.**

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

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

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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

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**SECTION 2 - RULES AND REGULATIONS CONT.**

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations are conditions contained in this tariff shall apply to any assignee or transferee.

**2.3 Use**

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

**2.4 Liabilities of the Company**

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

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall be indemnified and held harmless by the Customer against:

A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and

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**SECTION 2 - RULES AND REGULATIONS CONT.**

B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and

C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be agent or employee of the Company.

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

**2.5 Deposits**

2.5.1 Any applicant who is unable to establish a satisfactory credit standing with the Company or any subscriber whose credit standing has become impaired may also be required to deposit a sum up to an amount equal to either the charge for two months' local service or the charge for the estimated toll messages during a like period. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

2.5.2 The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

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**SECTION 2 - RULES AND REGULATIONS CONT.**

**2.6 Obligation of the Customer**

The Customer shall be responsible for:

- 2.6.1. The payment of all applicable charges pursuant to this Tariff;
- 2.6.2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the non-compliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- 2.6.3 Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.6.4 Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of wire-lines, cable and associated equipment used to provide Communication Services to the Customer from the point where the line/cable enters the building or crosses the property line to the location of the equipment space described as inside wiring. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.6.5 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer

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**SECTION 2 - RULES AND REGULATIONS CONT.**

may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

- 2.6.6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.6.4.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.6.7. Not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- 2.6.8. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes.

**2.7 Taxes and Fees**

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

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts that it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. As regulated by the Commission, Customers will be charged \$.08 per line per month for Kentucky Lifeline support.

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**SECTION 2 - RULES AND REGULATIONS CONT.**

**2.8 Installation**

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

**2.9 Payment for Service**

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

2.9.2 The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received for the Customer within (30) days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone). Adjustments to the Customer's bill shall be made to the extents that circumstances exist which reasonably indicate that such charges are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit he or she may appeal to the Kentucky Public Service Commission for final resolution.

2.9.3 When service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.9.4. In order to support funding of the Telecommunications Relay Services (TRS) and the Telecommunications Access Program (TAP), the Company will collect a monthly TRS/TAP surcharge from its Customers for each local line provided by the Company. The KY PSC sets the rate each year.

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**SECTION 2 - RULES AND REGULATIONS CONT.**

2.9.5. If the customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.10 Late Payment Charge**

The Company will assess a \$30.00 charge for late payment. A payment is considered late after the seven (7) day grace period after the payment due date. A late payment penalty may be assessed only once on any bill for rendered services.

**2.11 Cancellation by Customer**

2.11.1. Customer may cancel service by providing written or oral notice to the Company.

2.11.2. For a Term Plan election, unless the Subscriber notifies the Company in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, this Subscriber term election agreement shall automatically renew for another term as initially selected. The Company will provide written and/or verbal reminders to the Subscriber of the Subscriber term election agreement expiration date and the automatic renewal provision beginning approximately one hundred eighty (180) days prior to its expiration, depending upon the Subscriber's billing cycle.

2.11.3. A termination liability will be assessed to a subscriber who terminates the service prior to the expiration of the term commitment. The amount to be assessed will be equal to the termination multiplier multiplied by the number of months remaining on the term.

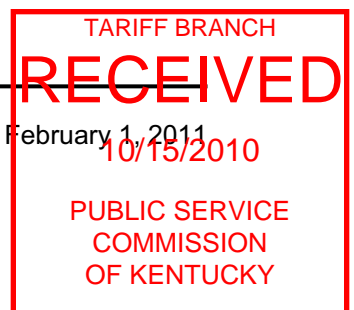
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**SECTION 2 - RULES AND REGULATIONS CONT.**

**2.12 Interconnection**

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

**2.13 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service or "block" under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with 807 KAR 5:006 Section 14 to comply with any rule or remedy any deficiency.

- 2.13.1 In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
- 2.13.2. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- 2.13.3. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- 2.13.4. For unlawful use of the service or use of the service for unlawful purposes; or
- 2.13.5. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

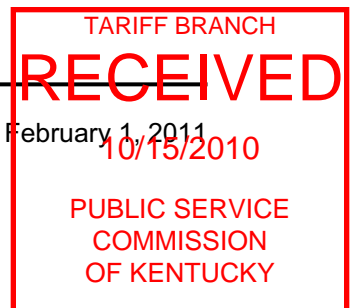
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**SECTION 2 - RULES AND REGULATIONS CONT.**

- 2.13.6 For nonpayment of bills. The Company may terminate service at a point of delivery for nonpayment of charges incurred for Company service at that point of delivery; however, the Company will not terminate service to any customer for nonpayment of bills for any tariffed charge without first having mailed, called or otherwise delivered an advance termination.
- 2.13.7 For violation of Company's filed tariffs; or
- 2.13.8 For the nonpayment of any proper charge as provided by Company's tariff; or
- 2.13.9 For Customer's breach of the contract for service between the utility and Customer.
- 2.13.10 Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
  - 2.13.10.1 The use of facilities or service of the Company without payment of tariff charges; or
  - 2.13.10.2 Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons; or
  - 2.13.10.3 The use of profane or obscene language; or
  - 2.13.10.4 The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls.
- 2.13.11 The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

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**SECTION 2 - RULES AND REGULATIONS CONT.**

- 2.13.12 The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.
- 2.13.13 The Company may discontinue service without notice in the event of:
- 2.13.13.1 Customer use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.
  - 2.13.13.2 Customer's tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.
  - 2.13.13.3 Customer's unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

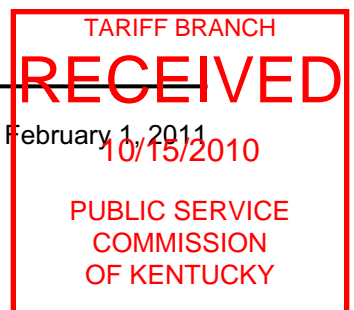
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**SECTION 2 - RULES AND REGULATIONS CONT.****2.14 Test, Pilots, Promotional Campaigns and Contests**

The Company may conduct special test or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service, price matching, and to promote the sale of its services. The Company may also wave a portion of all processing fees or installation fees for winners of contests and/or other occasional promotions sponsored or endorsed by the Company. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

**2.15 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing, or adjusting, to the negligence of the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruption caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

**2.16 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery cost of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.17 Returned Check Charges**

A fee of \$35.00, or five percent of the amount of the check, whichever is greater, may be charged for each check returned for insufficient funds.

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**SECTION 2 - RULES AND REGULATIONS CONT.**

**2.18 Service Implementation**

No service implementations charges will apply to new service orders or to orders to change existing service after initial installation, except, if applicable, charges set forth in Section 4.1 of this Tariff.

**2.19 Reconnection Charge**

The Company will charge a reconnection fee of \$25.00 per line for service which has been denied due to nonpayment or any other reasons set forth in this Tariff which are directly related to the negligence of the Customer.

**2.20 Operator Service Rules**

The Company will enforce the operator service rules specified by the Commission and by the FCC.

**2.21 Access to Telephone Relay Services**

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

**2.22 Directory Listings**

2.22.1 The Company does not publish a directory of subscriber listings. The Company however does arrange for the Customer's main telephone number to be placed in the directory or directories of the dominant local exchange carrier.

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**SECTION 2 - RULES AND REGULATIONS CONT.**

- 2.22.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aide to the use of telephone service.
- 2.22.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.
- 2.22.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of the company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 2.22.5 The Company reserves the right to limit the length of any listing to one line in the directory by using abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 2.22.6 Generally, the listing address is the location of the subscriber's residence/office.

**2.23 Universal Emergency Telephone Number Service (911, E911)**

- 2.23.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

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**SECTION 2 - RULES AND REGULATIONS CONT.**

- 2.23.2 911 information consistent of the names, address, and telephone number of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.23.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listing and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering point.
- 2.23.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies jurisdiction over any address, annexations, and other charges in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper public safety answering point.

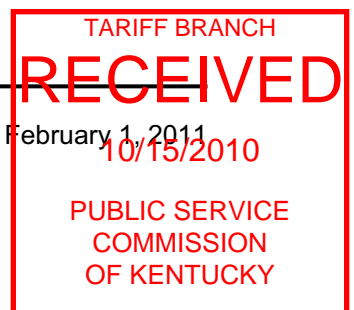
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**SECTION 2 - RULES AND REGULATIONS CONT.**

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

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## Local Exchange Telephone Service

**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Local Service Areas**

The Company will provide Local Exchange Service in the following AT&T/Bellsouth UNE Rate Zones. Where facilities are available, the service area is defined by the NPA-NXX Codes and Exchanges listed below. NPA-NXXs associated with each particular exchange or zone may be found in the directory published by AT&T/Bellsouth. In the event of a discrepancy, the exchange or zone listed by the AT&T/Bellsouth directory shall take precedence.

Exchange	Zone	Exchange	Zone
1. Allen	3	27. Clinton	3
2. Aurora	3	28. Cloverport	3
3. Bagdad	3	29. Corbin	2
4. Bardstown	2	30. Cornishville	3
5. Beattyville	3	31. Corydon	3
6. Beaver Dam	3	32. Crab Orchard	3
7. Bedford	3	33. Crofton	3
8. Benham-Lynch	3	34. Cropper	3
9. Benton	3	35. Cynthiana	3
10. Bessie Bend	3**	36. Dade Park	**
11. Bloomfield	3	37. Danville	1
12. Bluff Springs	3	38. Dawson Springs	3
13. Bowling Green	*2	39. Dixon (Poole)	3
14. Bremen	3	41. Drakesboro	3
15. Burgin	3	42. Earlington	2
16. Cadiz	3	43. Eddyville	3
17. Calhoun	3	44. Elkhorn City	3
18. Campbellsburg	3	45. Elkton (Allensville)	3
19. Canton	3	47. Eminence (New Castle, Pleasureville, Smithfield)	3
20. Carlisle	3	51. Ensor	3
21. Carrollton	3	52. Feds creek	3
22. Cayce	3	53. Finchville	3
23. Centertown	3	54. Ford	3
24. Central City	2	55. Fordsville	3
25. Chaplin	3	56. Frankfort	2
26. Clay	3	57. Franklin	3

\*Denotes exception as listed on page 26.

\*\*Service is not provided in local service areas serviced by exchanges outside of Kentucky.

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**SECTION 3 - DESCRIPTION OF SERVICE CONT.****3.1 Local Service Areas (cont.)**

Exchange	Zone	Exchange	Zone
58. Fredonia	3	85. Kirksville	3
59. Freeburn	3	86. LaFayette	3
60. Fulton	3	87. LaGrange	3
61. Georgetown	2	88. Lawrenceburg	3
62. Ghent	3	89. Lebanon Junction	3
63. Gilbertsville	3	90. Little Rock	3
64. Gracey	3	91. Livermore	3
65. Greenville	3	92. Louisa	2
66. Guthrie (Keysburg)	3	93. Louisville	*1
68. Habit	3	94. Maceo	3
69. Hanson	3	95. Mackville	3
70. Hardinsburg	3	96. Madisonville (Anton Area)	2
71. Harlan	3	98. Marion	3
72. Harrodsburg	3	99. Martin	3
73. Hartford	3	100. Mayfield	2
74. Hawesville	3	101. Maysville	1
75. Hebbardsville	3	102. McCarr	3
76. Henderson	2	103. McDaniels	3
77. Hickman	3	104. McDowell	3
78. Hopkinsville	2	105. Middlesboro	2
79. Inez	3	106. Millersburg	3
80. Island	3	107. Milton	3
81. Jackson	3	108. Mooresville	3
82. Jellico	3**	109. Morganfield (Waverly)	3
83. Jordan	3**	111. Morgantown	3
84. Junction City	3	112. Mortons Gap	3

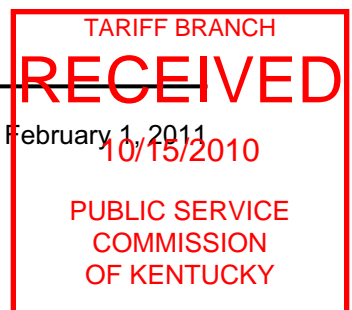
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**SECTION 3 - DESCRIPTION OF SERVICE CONT.****3.1 Local Service Areas (cont.)**

Exchange	Zone	Exchange	Zone
113. Mt. Eden	3	143. Robards	3
114. Mt. Sterling	3	144. Rose Terrace	2
115. Murray	2	145. Russellville (Olmstead)	3
116. Nebo	3	147. Sacramento	3
117. Neon	3	148. Sadieville	3
118. New Haven	3	149. St. Charles	3
119. New Liberty	3	150. Salvisa	3
120. North Middleton	3	151. Sebree	3
121. Nortonville (White Plains)	3	152. Sharon Grove	3
123. Oak Grove	2	153. Shelbyville	2
124. Owensboro	1	154. Simpsonville	3
125. Owenton	3	155. Slaughters	3
126. Paducah	*1	156. Sorgho	3
127. Paintsville	2	157. S. Williamson	3
128. Panther	3	158. Springfield	3
129. Paris (Clintonville, Shawhan)	3	159. Stamping Ground	3
132. Pembroke	3	160. Stanford	3
133. Perryville	3	161. Stanley	3
134. Pikeville (Meta)	*2	162. Stanton	3
136. Pineville	3	163. Stone	3
137. Pleasant Ridge	3	164. Sturgis	3
138. Port Royal	3	165. Sulphur	3
139. Prestonsburg	3	166. Symsonia	3
140. Princeton	3	167. Taylorsville	3
141. Providence	3	168. Trenton	3
142. Richmond	2	169. Utica	3

\*Denotes exception as listed on page 26.

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**SECTION 3 - DESCRIPTION OF SERVICE CONT.**

**3.1 Local Service Areas (cont.)**

Exchange	Zone
170. Virgie	3
171. Waco	3
172. Waddy	3
173. Wallins Creek	3
174. Warfield	3
175. Water Valley	3
176. Wayland	3
177. W. Louisville	3
178. West Point	3
179. Whitesburg	3
180. Whitesville	3
181. Williamsburg	3
182. Willisburg	3
183. Winchester (Pilot View)	*2
185. Woodburn	3

\*Denotes exception.

Exceptions	NPA NXX	Zone
Bowling Green	270-277	3
Louisville	502-228	2
	502-231	2
	502-239	2
	502-240	2
	502-241	2
	502-243	2
	502-261	2
	502-263	2
	502-266	2
	502-267	2
	502-271	2
	502-292	2
	502-297	2
	502-762	2
	502-809	2
	502-810	2
	502-933	2
	502-935	2
	502-937	2
	502-961	2
	502-962	2
	502-964	2
	502-966	2
	502-968	2
	502-969	2
	502-955	2
Paducah	270-534	2
	270-554	2
	270-744	2
	270-898	2
Pikesville	606-631	3
Winchester	859-842	2

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**SECTION 3 - DESCRIPTION OF SERVICE CONT.**

**3.2 Product Descriptions**

**3.2.1 Local Exchange Service**

Installation, monthly recurring and per minute usage charges will apply to the Company's local exchange services and will be billed on a monthly basis to the Customer at the termination of each billing cycle. Additional per-call operator service charges will apply for operator-assisted calling.

3.2.1.1 The Company's Local Telephone Service provides a Customer with the ability to:

- place or receive calls to any calling station in the local calling area, as defined herein.
- access basic 911 Emergency Service.
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling.
- access Operator Services.
- access Directory Assistance for the local calling area.
- place or receive calls to 800/888/887 telephone numbers.
- access Telecommunications Relay Service.

3.2.1.2 The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900,976). Calls to those numbers and other numbers used for caller-paid information are blocked by the Company's switch.

3.2.1.3 The local line provides the Customer with a single, voice-grade communications channel. Each local line will include a telephone number.

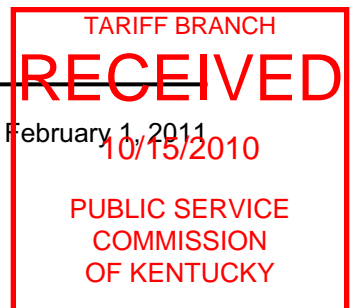
3.2.1.4 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, Monthly Recurring Charges and usage charges as specified herein in Section 4 of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE CONT.**

**3.2.2 Business Package Offerings**

3.2.2.1 The Complete Choice Small Business package offers Customers an unlimited local-calling business access line with an unlimited number of compatible calling features from the following list. The calling features chosen may vary from line to line in multiple line packages.

- Call Forward Busy Line
- Call Forward Don't Answer
- Call Forward Don't Answer Ring Control
- Call Forward Variable
- Call Waiting
- Speed Calling 8
- Speed Calling 30
- Three Way Calling
- Message Waiting Indicator - Audible
- Message Waiting Indicator - Visual
- Call Return
- Call Block
- Call Tracing
- Repeat Dialing
- Call Selector
- Preferred Call Forwarding
- RingMaster I
- RingMaster II
- Remote Access Call Forwarding
- Three Way Calling with Transfer
- Caller ID Number Delivery
- Enhanced Caller ID with Call Management, with Anonymous Call Rejection (ACR)
- Enhanced Caller ID with Call Management, with ACR and Call Forwarding Don't Answer
- Enhanced Caller ID with ACR
- Caller ID Name and Number Delivery with ACR
- Caller ID Name and Number Delivery – Multiline Hunt Group
- Surrogate Client Number
- Star 98 Access

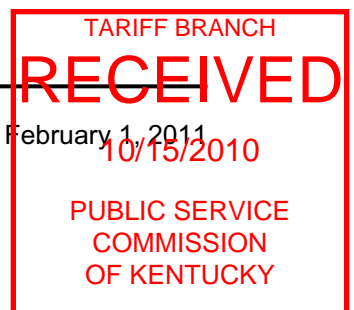
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**SECTION 3 - DESCRIPTION OF SERVICE CONT.**

- 3.2.2.2 The Small Business Economy package offers customers an unlimited local calling business access line with the compatible calling features listed below:
- Caller ID Deluxe
  - Remote Access to Call Forwarding (or)
  - Call Forwarding Variable
- 3.2.2.3 Flat Rate Business Lines are also available to customers. The lines provide unlimited local calling with no features.
- 3.2.2.4 Certain features may be offered *a la carte* to subscribers who select the Small Business Economy package or Flat Rate Business Lines. A list of *a la carte* features can be found in Section 4 of this tariff.

**3.2.3 Directory Listings**

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At the Customer's option, the Customer may request additional listings at the cost set forth by the dominant Local Exchange Carrier.

**3.2.4 Directory Assistance**

Customers and users of the Company's Services may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator. Additional directory assistance charges may apply at the current rates charged by the Directory Assistance operator.

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**SECTION 4 - RATES****4.1 Local Business Service Rates****4.1.1 Complete Choice Small Business Monthly Recurring Charges**

The Complete Choice Small Business package includes a business access line with unlimited local calling in the Customer's extended local calling area and a choice of unlimited features, listed in Section 3.2.2.1 of this tariff. The Customer may elect a Term Plan for an additional discount and to avoid a line connection charge. Term Plan details can be found in Section 4.1.2 of this tariff.

**4.1.1.1 UNE Rate Zone 1**

	<b>Monthly Rate</b>
(a) Each 1-line package	\$ 45.00
(b) Each 2-line package	\$ 85.00
(c) Each 3-line package	\$125.00
(d) Each 4-line package	\$160.00
(e) Each 5-line package	\$193.00
(f) Each 6-line package	\$231.00
(g) Each 7-line package	\$266.00
(h) Each 8-line package	\$304.00
(i) Each 9-line package	\$342.00

**4.1.1.2 UNE Rate Zone 2**

	<b>Monthly Rate</b>
(a) Each 1-line package	\$ 49.00
(b) Each 2-line package	\$ 89.00
(c) Each 3-line package	\$129.00
(d) Each 4-line package	\$164.00
(e) Each 5-line package	\$205.00
(f) Each 6-line package	\$246.00
(g) Each 7-line package	\$287.00
(h) Each 8-line package	\$328.00
(i) Each 9-line package	\$369.00

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**SECTION 4 - RATES CONT.**

4.1.1.3	<b>UNE Rate Zone 3</b>	<b>Monthly Rate</b>
	(a) Each 1-line package	\$ 65.00
	(b) Each 2-line package	\$122.00
	(c) Each 3-line package	\$183.00
	(d) Each 4-line package	\$243.00
	(e) Each 5-line package	\$303.00
	(f) Each 6-line package	\$364.00
	(g) Each 7-line package	\$425.00
	(h) Each 8-line package	\$485.00
	(i) Each 9-line package	\$546.00

**4.1.2 Term Plans and Early Termination Charges**

- A. The Term Plan is available for Complete Choice Small Business customers.
- B. Customers who subscribe to new service under a Term Plan will not be billed for the line connection charges and change in service charges, if applicable, associated with the service order.
- C. A termination liability will be assessed to a subscriber who terminates the service prior to the expiration of the term commitment. The amount to be assessed will be equal to the termination multiplier specified below multiplied by the number of months remaining on the term.
- D. The Complete Choice Small Business package Term Plan discounts, and termination multipliers are as follows:

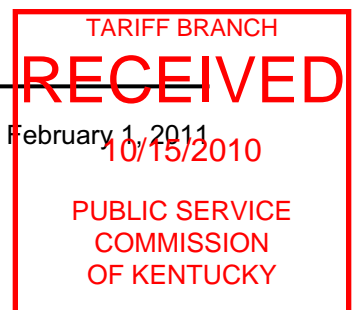
<b>Term</b>	<b>Discount</b>	<b>Termination Multiplier</b>
1 year term	10%	\$20.00
2 year term	15%	\$20.00
3 year term	15%	\$20.00

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**SECTION 4 - RATES CONT.**

**4.1.3 Small Business Economy Monthly Recurring Charges**

The Small Business Economy package is available to business subscribers with 1-4 lines for a fixed monthly rate. Additional Flat Rate Business Line may be added to this package. This package may not be combined with the Complete Choice Small Business package. No line connection charge will apply for customers who sign a 12, 24, or 36 month contract. In the event of early termination of the contract, the line connection charge will be applied to the Customer's last bill. The package is available in all UNE Rate Zones at the same fixed rate. The package includes the following:

- Business Access Line (unlimited local calling)
- Caller ID Deluxe
- Remote Access to Call Forwarding (or) Call Forwarding Variable

**4.1.3.1 UNE Rate Zone 1-3**

	<b>Monthly Rate</b>
(a) Each 1-line package	\$ 29.00
(b) Each 2-line package	\$ 58.00
(c) Each 3-line package	\$ 87.00
(d) Each 4-line package	\$116.00

**4.1.4 Flat Rate Business Line Monthly Recurring Charges**

Flat Rate Business Lines may be purchased at a fixed rate. The lines include unlimited local calling within the Customer's extended local calling area. No line connection charge will apply if the Customer signs a 12, 24, or 36 month contract. In the event of early termination of the contract, the line connection charge will be applied to the Customer's last bill. Certain features may be added to the line *a la carte* at the Customer's request. The rate does not change for multiple lines.

<b>4.1.4.1</b>	<b>Rates per Line</b>	<b>Monthly Rate</b>
	(a) Zone 1	\$ 34.00
	(b) Zone 2	\$ 39.00
	(c) Zone 3	\$ 55.00

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**SECTION 4 - RATES CONT.**

**4.1.5 Non-Recurring Charges**

Initial Line Connection Charge	\$100.00
Per Line Connection Charge for additional lines	\$ 20.00

**4.1.6 Service Charges and Changes**

Service charges may apply which involve additions, deletions or changes to the services or features provided on one or more subscriber lines. A service change fee will not be charged if a Customer is upgrading packages. The Company reserves the right to waive these charges under promotional offerings from time to time. Below is a list of applicable service charges:

Change of service or features after line is installed	\$20.00
Service Transfer – Initial Line	\$20.00
Service Transfer – per additional line	\$10.00
Reconnection (after deny)	\$25.00
Late Payment	\$30.00
Return Check	\$35.00

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**SECTION 4 - RATES CONT.**

**4.1.7 Optional Product Offerings**

The following features can be purchase *a la carte* with a Business Economy package or a flat rate business line. Additional features are available with the Complete Choice Small Business package.

<b>Product Offering</b>	<b>MRC</b>
Call Forwarding Variable	\$ 8.00
Three-Way Calling	\$ 7.00
Call Waiting	\$ 7.00
Speed Calling (8-code)	\$ 6.00
Speed Calling (30-code)	\$ 6.50
Call Forwarding Busy Line	\$ 4.50
Call Forwarding Don't Answer	\$ 4.50
Customer Control Call Forwarding Busy Line	\$ 7.00
Customer Control Call Forwarding Don't Answer	\$ 7.00
Call Forwarding Busy Line Multipath	\$ 4.50
Call Forwarding Don't Answer Multipath	\$ 4.50
Call Forwarding Variable Multipath	\$ 6.50
Remote Access Call Forwarding Variable	\$ 7.00
Call Forwarding Don't Answer with Ring Control	\$ 4.50
Three Way Calling with Transfer	\$ 7.00
Star 98 Access	\$ 1.50
Industrial Voicemail Box – per account	\$ 8.00
Rotary / Hunting – per group	\$ 9.00
Unlisted Number – per line	\$ 5.00

Toll Free Numbers                      \*rates are prescribed in the Company's Long Distance Service tariff on file with the Commission

Long Distance                              \*package rates and per minute rates are prescribed in the Company's Long Distance Service tariff on file with the Commission.

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**SECTION 5 - BILLING CONTENTS**

**5.1 Billing Contents**

The Company's customer bills contain the following information:

1. Name and address of Company
  - a. Address for correspondence
  - b. Address for remittance
2. Customer Service/Billing Inquiry toll-free telephone number
3. Name and address of Customer
4. Bill Date
5. All Account Numbers
6. Invoice Numbers
7. Summary of Charges
8. Detail of Charges

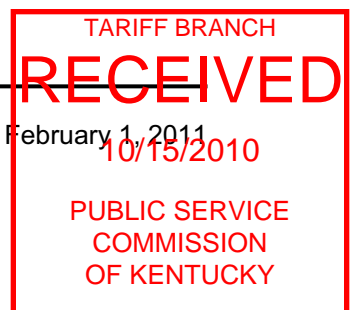
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**SECTION 6 - SPECIAL SERVICE ARRANGEMENT**

**6.1 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request for a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. The Company's rates will be offered to the customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for Approval.

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