

NOWALSKY, BRONSTON & GOTHARD

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July 31, 2006

Via Overnight Mail

Mr. Carlos Black
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RE: Docket 06-00132
Application of W2Com International, LLC and Reduced Rate Long
Distance, LLC for Approval of an Asset Purchase Agreement
Responses to Data Request

Dear Mr. Black:

Please find below our responses to the Data Request of June 29, 2006.

1. As required by FCC Rules in CC Docket No. 00-257, provide a copy of the self-certification letter filed with the FCC regarding transfer transactions.

Please find the FCC filed-stamped copy of the notice attached as Exhibit A.

2. Provide a revised customer notification informing W2Com International, LLC's ("W2Com's") customers that Reduced Rate Long Distance ("RRLD") agrees to pay any fees charged to the customer associated with changing service to RRLD.

Please find the revised customer notice attached as Exhibit B.

3. Footnote one (1) of the Application filed with the Authority on May 5, 2006, states that First Choice Technology, Inc. ("FCT") will acquire all of the assets of W2Com simultaneously with the execution of the Asset Purchase Agreement ("Agreement"). In addition, the Application states that FCT assigned its rights and obligations under the Agreement to RRLD pursuant to an Assignment. Provide the Authority with information about FCT, including its principal place of business and the state in which the company is incorporated; the telecommunications services the company provides; locations and/or states in which the company is authorized to transact or provide business and/or

telecommunications services; the number of telecommunications customers in each state; and the name, address, telephone, and fax number of a contact person.

First Choice Technology, Inc. ("First Choice") is a Florida corporation and is authorized to provide long distance telecommunications services in 20 states. First Choice's principal place of business is located at 601 North Orlando Avenue, Maitland, FL 32751. Their phone number is (407) 629-0950 and their fax number is (407) 629-5320. Scott Howsare is President, and he may be reached at (407) 629-0950.

The number of customers in each state are as follows: AZ-36, CA-2760, CO-44, FL-52, IL-182, IN-108, KY-10, LA-43, MI-26, MN-21, NY-27, NC-12, OH-99, OR-35, PA-27, TX-42, UT-7, VA-35, DC-48, WI-26

4. Provide the Authority with documentation stating when the assignment of the rights and obligations of FCT to RRLD took place.

Please find attached as Exhibit C the executed Assignment agreement.

5. Page three (3) of Exhibit A in the Definitive Purchase Agreement attached to the Application filed with the Authority on May 5, 2006, specifies a December 31, 2005, closing date for the transaction. Advise whether or not this transaction has been consummated.

The Agreement was executed in December 2005. The closing of the transaction was contingent upon the necessary regulatory approvals being obtained. As each state's regulatory approval is obtained the transaction closes in that state.

6. Page one (1) of Exhibit B in the Assignment attached to the Application filed with the Authority on May 5, 2006, specifies Arel Communications and Software Ltd ("Arel"), as a party to the Purchase Agreement. Provide the Authority with information about Arel, including its principal place of business and the state in which the company is incorporated; the telecommunications services the company provides; locations and/or states in which the company is authorized to transact business and/or telecommunications services; the number of telecommunications customers in each state; and the name, address, telephone, and fax number of a contact person. Explain what Arel's relationship and role in the Assignment transaction is?

Arel Communications and Software Ltd ("Arel") is a Delaware corporation located at 1200 Ashwood Pkwy., Suite 550, Atlanta, GA 30338. Arel is a distance learning software and video conferencing company and does not provide telecommunications services. Arel is the parent company of W2Com.

7. Regarding the Application filed with the Authority on May 5, 2006, requesting approval for the Asset Purchase Agreement between W2Com and RRLD, please explain why the Applicants used both an Asset Purchase Agreement and an Assignment to accomplish the Asset Purchase. Why was the Asset Purchase Agreement between W2Com and FCT, rather than between W2Com and RRLD?

The original transaction between W2Com and First Choice could not be consummated due to financing issues. With the permission of W2Com, First Choice assigned the agreement to Reduced Rate Long Distance, LLC, who became the actual purchaser of the assets.

Should you have any additional questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Becky Heggelund". The signature is fluid and cursive, with the first name "Becky" written in a larger, more prominent script than the last name "Heggelund".

Becky Heggelund

/bh
Enclosures

EXHIBIT A

NOWALSKY, BRONSTON & GOTHARD

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Monica Borne Haab
Philip R. Adams, Jr.

Of Counsel
Bruce C. Betzer

May 17, 2006

BY OVERNIGHT DELIVERY

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

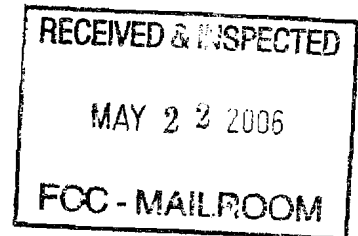
RE: Docket No. CC-00-257
Reduced Rate Long Distance, LLC
and W2Com International, LLC

Dear Sir/Madam:

By this letter, Reduced Rate Long Distance, LLC ("RRLD") and W2Com International, LLC ("W2Com") certify that they will comply with section 258 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 and will follow the required procedures for carrier-to-carrier transfer of subscriber base.

RRLD and W2Com are providers of resold interstate interexchange telecommunications services. It is anticipated that the customers of W2Com will be transferred to RRLD within the next sixty (60) to ninety (90) days, following all required regulatory approvals. RRLD and W2Com certify that they will comply with the requirements of the streamlined process.

A copy of the notice and attachments sent to affected subscribers is attached hereto as Exhibit "A".

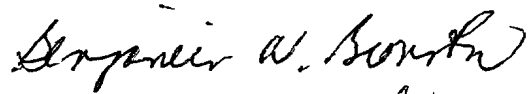


Enclosed please find an original and three (3) copies of this letter submitted on behalf of RRLD and W2Com

In order to acknowledge receipt, please date stamp and return the additional copy of this letter in the envelope provided.

Should you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Benjamin W. Bronston".

Benjamin W. Bronston *nb*

Enclosures

(Reduced Rate logo)

(W2Com logo)

Reduced Rate Long Distance, LLC

W2Com International, LLC

May ____, 2006

Dear Customer:

Reduced ("RRLD") and W2Com International, LLC ("W2Com") have entered into an Asset Purchase Agreement, whereby the telecommunications assets of W2Com will be acquired by RRLD, and RRLD will become your interstate, international and intrastate telecommunications service provider for long distance services. RRLD anticipates this happening on or before _____

This change in ownership will not affect or in any way disrupt your current service. **Your rates and the terms and conditions under your existing contract will not change as a result of the transaction.** No charges or fees will be imposed and no rate increase will occur as a result of this transaction. RRLD will inform you, by separate mailing, of any post-transaction changes which may occur. For the W2Com terms and conditions please go to [www._____](http://www._____.).

We realize you have a choice of carriers. Subject to the terms and conditions of your existing contract with W2Com, including applicable termination penalties, you have the right to choose a different carrier for your services. Please note that if you are a customer of W2Com on the date of the transfer and you have not informed W2Com that you have made arrangements to switch to a carrier other than RRLD, your services will automatically be transferred and your account assigned to RRLD. Also, if you have placed a "freeze" on the services to prevent the unauthorized transfer of your services to another carrier, the freeze will be lifted and your services will be transferred to RRLD. You must contact your local exchange carrier to re-establish freeze protection for your Services after the transfer. RRLD will be responsible for any outstanding W2Com customer complaints after the date of transfer. If you have any questions, please call one of RRLD's Customer Service Representatives at 1-866-367-7753.

We at RRLD are pleased to welcome you to our team and would like to express our appreciation for allowing us the opportunity to be your telecommunication service provider. We are confident that you will be pleased with the high quality of our service.

Yours faithfully,

Robert Sorrentino, President
Reduced Rate Long Distance, LLC

Daniel Yelin, Manager
W2Com International, LLC

EXHIBIT B

[RRLD logo here]

W2Com International, LLC

Reduced Rate Long Distance, LLC

February __, 2006

Dear Customer:

W2Com International, LLC ("W2Com") and Reduced Rate Long Distance, LLC ("RRLD") have entered into an Asset Purchase Agreement, whereby the telecommunications assets of W2Com will be acquired by RRLD, and RRLD will become your interstate, international and intrastate telecommunications service provider for long distance services. RRLD anticipates this happening on or before _____.

This change in ownership will not affect or in any way disrupt your current service. **Your rates and the terms and conditions under your existing contract will not change as a result of the transaction.** No charges or fees will be imposed and no rate increase will occur as a result of this transaction. RRLD will inform you, by separate mailing, of any post-transaction changes which may occur.

We realize you have a choice of carriers. Subject to the terms and conditions of your existing contract with W2Com, including applicable termination penalties, you have the right to choose a different carrier for your services. Please note that if you are a customer of W2Com on the date of the transfer and you have not informed W2Com that you have made arrangements to switch to a carrier other than RRLD, your services will automatically be transferred and your account assigned to RRLD. Also, if you have placed a "freeze" on the services to prevent the unauthorized transfer of your services to another carrier, the freeze will be lifted and your services will be transferred to RRLD. You must contact your local exchange carrier to re-establish freeze protection for your Services after the transfer. RRLD agrees to pay any fees charged to you associated with changing your service to RRLD. RRLD will also be responsible for any outstanding W2Com customer complaints after the date of transfer. If you have any questions, please call one of RRLD's Customer Service Representatives at _____.

We at RRLD are pleased to welcome you to our team and would like to express our appreciation for allowing us the opportunity to be your telecommunication service provider. We are confident that you will be pleased with the high quality of our service.

Yours faithfully,

W2Com International, LLC

Reduced Rate Long Distance, LLC

EXHIBIT C

ASSIGNMENT

This Assignment (the "Assignment") is dated November 30, 2005 between First Choice Technology, Inc., a Florida corporation with its principal offices located at 601 North Orlando Avenue, Suite 211, Maitland, FL 32751 ("FCT"), and Reduced Rate Long Distance, LLC, ("Assignee").

WHEREAS, Assignor is the Purchaser, named in and pursuant to, that certain Asset Purchase Agreement dated November 30, 2005, between Assignor and W2COM International LLC and all other documents and instruments executed therewith or contemplated therein, including but not limited to the Transition Services Agreement, the Management Agreement and the Indemnification Agreement (between Purchaser and Arel ^{com} Ltd ^{and software}) (collectively, the "Purchase Agreement"); and

WHEREAS, Assignor desires to assign the Purchase Agreement, and all of its interest as Purchaser under the Purchase Agreement, to Assignee, and Assignee desires to accept such assignment and assume all of Assignor's rights and obligations thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the other promises and covenants contained herein, the parties hereby agree as follows:

1. Assignor hereby assigns the Purchase Agreement (as defined in the recitals above), and all of Assignor's right, title and interest therein and thereto, and privileges thereunder, to Assignee.
2. Assignee hereby accepts the assignment of the Purchase Agreement from Assignor.
3. Assignee hereby assumes all of Assignor's liabilities, duties and obligations under the Purchase Agreement from Assignor.
4. Assignee hereby agrees to defend, indemnify and hold harmless Assignor from and against any and all liabilities, duties and obligations arising from the Purchase Agreement.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

FIRST CHOICE TECHNOLOGY, INC.

By: _____
Name: Scott Howsare, President

ASSIGNEE:

Reduced Rate Long Distance, LLC

By: Its sole member,

Dominion Business Group, Inc.

By: _____
Name: Robert Sorrentino, President

Consent

W2Com International, LLC and Arel com & software ltd hereby consent to the above and foregoing Assignment.

W2Com International, LLC

By: _____
Name: _____
Title: _____

Arel com & software ltd

By: _____
Name: Donny Relin
Title: CFO

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed the day and year first above written.

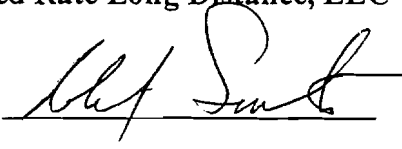
ASSIGNOR:

FIRST CHOICE TECHNOLOGY, INC.

By: _____
Name: Scott Howsare, President

ASSIGNEE:

Reduced Rate Long Distance, LLC

By:  _____
Name: Robert Sorrentino, President

Consent

W2Com International, LLC and Arel _____ hereby consent to the above and foregoing Assignment.

W2Com International, LLC

By: _____
Name: _____
Title: _____

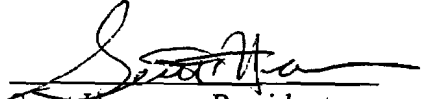
Arel _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

FIRST CHOICE TECHNOLOGY, INC.

By: 
Name: Scott Howsare, President

ASSIGNEE:

Reduced Rate Long Distance, LLC

By: _____
Name: Robert Sorrentino, President

Consent

W2Com International, LLC and Arel _____ hereby consent to the above and foregoing Assignment.

W2Com International, LLC

By: _____
Name: _____
Title: _____

Arel _____

By: _____
Name: _____
Title: _____