



210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

March 1, 2007
Via Overnight Delivery

PAID T.R.A.	
Chk #	43543
Amount	25.00
Rcvd By	SS
Date	3/2/07

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MAR -5 AM 9:32
T.R.A. DOCKET ROOM

Sharla Dillon, Dockets and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

07-00056

RE: Request to Amend Local Authority for **AmeriMex Communications Corp.**
Certificate No. 01-01123; Granted: February 2, 2002

Dear Ms. Dillon:

Enclosed for filing are the original and thirteen (13) copies of a request to amend resale local authority to facilities-based authority submitted on behalf of AmeriMex Communications Corp. Also enclosed is the \$25 filing fee. The Company presently has a surety bond on file with the TRA. Exhibit F of this application contains the financial statements of AmeriMex Communications Corp., which are being filed, under separate cover, concurrently with this application.

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

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3006 or via email to croesel@tminc.com. Thank you for your assistance.

Sincerely,


Carey Roesel
Consultant to AmeriMex Communications Corp.

CR/gs
Enclosure

cc: Don Aldridge - AmeriMex
Service List
file: AmeriMex - TN Local
tms: TNL0700

RECEIVED

MAR 05 2007

TN REGULATORY AUTHORITY
UTILITIES DIVISION

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In the Matter of the Application of)
AmeriMex Communications Corp.)
to Provide Competing Local)
Telecommunication Services)

TRA Docket No. _____

**APPLICATION FOR CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

AmeriMex Communications Corp. was granted Authority to Provide Resale Local Exchange Telecommunications Service within the State of Tennessee on February 2, 2002, and issued a Certificate (No. 01-01123. AmeriMex seeks to amend that authority to include Facilities-based Competing Local Telecommunications Services.

Pursuant to applicable Tennessee Statues and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), **AmeriMex Communications Corp.** ("AmeriMex") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to AmeriMex authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. AmeriMex is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

In support of its Application, AmeriMex submits the following:

1. The full name and address of the Applicant is:

AmeriMex Communications Corp.
20 Mansell Court East, Suite 200
Roswell, Georgia 30076
Telephone: 678-290-1500
Facsimile: 678-290-1504

Questions regarding this application should be directed to:

Carey Roesel
Consultant to AmeriMex Communications Corp.
Technologies Management, Inc.
210 N Park Avenue
Winter Park, FL 32789
Telephone: (407) 740-3006
Facsimile: (407) 740-0613

1. (Cont'd.)

Contact name and address at the Company is:

Don Aldridge
President
AmeriMex Communications Corp.
20 Mansell Court East, Suite 200
Roswell, Georgia 30076
Telephone: 678-290-1500
Facsimile: 678-290-1504

2. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See **Exhibit A**

3. Corporate information:

AmeriMex was incorporated in the State of Georgia on July 15, 1998. A copy of the Company's Articles of Incorporation is provided in **Exhibit B**. A copy of the Company's Authority to transact business in the State of Tennessee is provided in **Exhibit C**.

4. AmeriMex possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Managerial

The names and addresses of the principal corporate officers are in **Exhibit D**. The Company does not have any employees in the State of Tennessee. Company operations will be managed centrally at the Roswell, Georgia location. The biographies of the principal officers and any other key technical staff are in **Exhibit E**.

AmeriMex is managerially qualified to provide facilities-based local exchange services within the State of Tennessee. AmeriMex has an excellent senior management team, backed by experienced employees, who are competent in telephony engineering, operations and marketing.

B. Technical

AmeriMex services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TRA. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. AmeriMex is certainly technically qualified to provide local exchange service in Tennessee.

C. Financial

In support of its financial qualifications, AmeriMex submits its current financials as **Exhibit F**. The Company presently has a bond on file with the TRA.

5. Proposed Service Area

AmeriMex is currently authorized to provide resold local exchange services within the State of Tennessee. The Company also has authority to provide local service in the following states: AL, FL, GA, IL, KY, NJ, NY, NC, SC, TN, TX and FCC.

6. Types of Local Exchange Service to be provided

AmeriMex presently offers a broad variety of local exchange services within the State of Tennessee.

7. Repair and Maintenance

The Applicant understands the importance of effective customer service for local service consumers. The Company's toll free customer service telephone number will be available with live operator response 6 days per week. Monday thru Friday 8:30 am until 6:00 pm and Saturday 10:00 am until 3:00 pm. Voice mail can be left after hours.

The Company's toll free telephone number for customer inquiries, complaints and repair is 1-888-224-2922. Customers may contact the company in writing at the headquarters address as indicated under contact for resolution of customer complaints.

The contact for resolution of customer complaints with the Commission is:

Dezi Farah
AmeriMex Communications Corp.
20 Mansell Court East, Suite 200
Roswell, Georgia 30076
Telephone: 888-224-2922
Facsimile: 678-290-1504

8. Small and Minority-Owned Telecommunications Business Participation Plan

Please see **Exhibit G**.

9. Toll Dialing Parity Plan

Please see **Exhibit H**.

10. The Company provides evidence with this application that notice of the application has been served on the eighteen (18) incumbent local exchange companies in Tennessee.

11. Numbering Issues

- A. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

None.

- B. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

None.

- C. When and in what NPA do you expect to establish your service footprint?

The Company intends to offer service in territory currently served by BellSouth.

- D. Will the company sequentially assign telephone numbers within NXXs?

N/A.

- E. What measures does the company intend to take to conserve Tennessee numbering resources?

The Company will comply with resource conservation measures as per NANPA procedures.

- F. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

N/A.

12. Tennessee Specific Operational Issues

- A. How does the company intend to comply with TCA '65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

Initially, the Company plans to mirror or offer the calling areas of BellSouth for its local service offerings. To the extent that BellSouth provides countywide toll-free calling, AmeriMex will as well.

- B. Is the company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

Yes, the Company is aware of the database and the procedures involved.

- C. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

Yes. The Company is aware of all local calling areas provided by the Incumbent Local Exchange Carriers within Tennessee.

- D. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

The Company will mirror the local calling areas of the ILEC.

- E. Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA in resolving customer complaints.

Don Aldridge
President
AmeriMex Communications Corp.
20 Mansell Court East, Suite 200
Roswell, Georgia 30076
Telephone: 678-290-1500
Facsimile: 678-290-1504

- F. Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA '65-4-401 et seq. and Chapter 1220-4-11?

The company does not plan to telemarket its services in Tennessee.

13. Miscellaneous

- A. Sworn Pre-filed testimony. See **Exhibit I.**
- B. Applicant does not require customer deposits.
- C. Complaints filed with state and federal regulatory agencies. See **Exhibit J.**
- D. A copy of our tariffs is enclosed. See **Exhibit K.**

CONCLUSION:

AmeriMex respectfully requests that the TRA enter an order granting the amendment of the Company's Certificate of Authority to include facilities-based local telecommunications services throughout the State of Tennessee in the service areas of BellSouth, Verizon and Embarq, and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, AmeriMex's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 28th day of February, 2007.



Don Aldridge
President
AmeriMex Communications Corp.
20 Mansell Court East, Suite 200
Roswell, Georgia 30076
Telephone: 678-290-1500
Facsimile: 678-290-1504

Exhibits

Table of Contents

Exhibit A	Corporate Structure
Exhibit B	Articles of Incorporation
Exhibit C	Tennessee Authority to Conduct Business
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Exhibit I	Sworn Pre-Filed Testimony
Exhibit J	Customer Complaints
Exhibit K	Current Tariff

Exhibit A

Corporate Structure

AmeriMex Communications Corp.

There are no parent and no subsidiary companies.

Exhibit B

Articles of Incorporation

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER : K826735
DATE INC/AUTH/FILED: 07/15/1998
JURISDICTION : GEORGIA
PRINT DATE : 03/14/2006
FORM NUMBER : 211

AMERIMEX COMMUNICATIONS CORP.
DOUGLAS D ALDRIDGE
200 W. SELL CT E STE 200
ROSWELL GA 30076

CERTIFICATE OF EXISTENCE

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that as of the above print date

AMERIMEX COMMUNICATIONS CORP.
A GEORGIA PROFIT CORPORATION

is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated.

Said entity was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date and has not filed articles of dissolution, certificate of cancellation or any other similar document with the Office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the print date above. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This information is electronically transmitted, issued and certified in accordance with the Georgia Electronic Records and Signatures Act and Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

20060315013923838



Cathy Cox
Secretary of State

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
AMERIMEX COMMUNICATIONS CORP.**

ARTICLE I.

The name of the corporation is AmeriMex Communications Corp. (the "Corporation").

ARTICLE II.

The total number of shares of stock which the Corporation has authority to issue is One Million (1,000,000) shares of \$0.01 par value common stock, all of which shall be designated as "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

ARTICLE III.

Pursuant to Official Code of Georgia Annotated Section 14-2-202(4), a director of the Corporation shall not have any personal liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, except that this provision shall not eliminate or limit the liability of a director of the Corporation for (a) any appropriation, in violation of his or her duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) for the types of liabilities of a director of the Corporation that are imposed by Official Code of Georgia Annotated Section 14-2-832; or (d) any transaction from which the director derived an improper personal benefit.

ARTICLE IV.

A. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or

has served as an officer, director, partner, joint venturer or trustee of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines and amounts paid in settlement which are allowed to be paid, advanced or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, arbitative, administrative or investigative, whether formal or informal, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Such indemnification, reimbursement or advance shall be made only in accordance with the laws of the State of Georgia, including the Georgia Business Corporation Code subject to the conditions prescribed under such statutory provisions.

B. In any instance where the laws of the State of Georgia permit indemnification, reimbursement or advances to be provided to persons who are or have been an officer or director of the Corporation or who are or have been an officer, director, partner, joint venturer or trustee of any such other enterprise only on a determination that certain specified standards of conduct have been met, that all statutory requirements and procedures have been satisfied, and that upon application for indemnification, reimbursement or advances by any such person the Corporation shall promptly cause such determination to be made in accordance with the statutory procedures of Georgia law.

C. Nothing in this Article shall be construed as limiting the applicability and scope of Georgia law with respect to indemnification, reimbursement and advances for expenses; further, as a condition to any such right of indemnification, the Corporation may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Corporation and at the expense of the Corporation.

D. In accordance with the law of the State of Georgia, the Corporation may purchase and maintain insurance on behalf of any such persons whether or not the Corporation would have the power to indemnify such officers and directors against any liability under the laws of the State of Georgia.

ARTICLE V.

The shareholders of the Corporation shall, in the event of either a proposed sale for cash of authorized, but unissued shares of the capital stock of the Corporation, or in the event of a proposed stock dividend by the Corporation of authorized, but unissued shares of stock, have the right to acquire such shares in proportion to their respective holdings of such shares of stock. This preemptive right shall not apply to shares issued to effect a merger or consolidation.

ARTICLE VI.

The capital stock of the Corporation may be issued in whole or fractional shares, and for money, property, services, or other things of value, or a combination thereof.

ARTICLE VII.

The Corporation shall have the power to guarantee, become surety upon or endorse the obligations of any other corporation, firm or individual as to any matter; and to enter into partnership or into any arrangement for sharing of financial interest with any other corporation, firm or individual; and to acquire, own and hold, and to sell stock in any other corporation. The Corporation shall have the right to lend to, or to borrow from, any of its shareholders, officers and directors.

ARTICLE VIII.

The Corporation shall have the power to issue stock under the provisions of Section 1244, United States Internal Revenue Code of 1954 as amended.

ARTICLE IX.

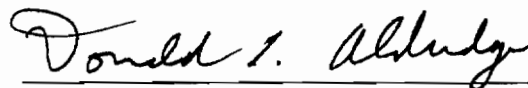
The Corporation shall have the power to elect, upon unanimous consent of the shareholders, to be treated as a small business corporation for income tax purposes as provided by Sections 1371 et seq., United States Internal Revenue Code of 1954, as amended, and to elect to cancel such election at any subsequent time.

ARTICLE X.

These Amended and Restated Articles of Incorporation were duly approved and adopted by the Shareholders of the Corporation in accordance with the provisions of Section 14-2-1003 and 14-2-1007 of the Georgia Business Corporation Code on August 21, 2001.

These Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation filed with the Georgia Secretary of State on July 15, 1998.

IN WITNESS WHEREOF, the undersigned duly authorized officer has executed these Amended and Restated Articles of Incorporation this 28th day of August, 2001.



Donald L. Aldridge, President

Exhibit C

Tennessee Authority to Conduct Business

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 12/07/00
REQUEST NUMBER: 4056-1754
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 12/07/00 1225
EFFECTIVE DATE/TIME: 12/07/00 1225
CONTROL NUMBER: 0399741

TO:
CT CORPORATION SYSTEM
1030 15TH ST. N.W.

WASHINGTON, DC 20005

RE:
AMERIMEX COMMUNICATIONS CORP.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 12/07/00

FROM:
C T CORPORATION SYSTEM (DC-1030 15TH ST)
1030 15TH ST N.W.

	FEE	
RECEIVED:	\$600.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$600.00

WASHINGTON, DC 20005-0000

RECEIPT NUMBER: 00002772119
ACCOUNT NUMBER: 00000007



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

State of Tennessee



Department of State

Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(FOR PROFIT)

For Office Use Only

FILED

03 DEC -7 PM 12:25

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is AmeriMex Communications Corp.

*If different, the name under which the certificate of authority is to be obtained is _____

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. *If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Georgia

its incorporation is July 14, 1998 (must be month, day, and year), and the period of duration, if other than perpetual, is _____

4. The complete street address (including zip code) of its principal office is

<u>1078 Alpharetta St., Suite 9</u>	<u>Roswell</u>	<u>Georgia</u>	<u>30075</u>
Street	City	State/Country	Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is

<u>530 Gay Street,</u>	<u>Knoxville,</u>	<u>Tennessee (Knox County)</u>	<u>37902</u>
Street	City	State/Country	Zip Code

Registered Agent C T Corporation System

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

Donald L. Aldridge, President, 1078 Alpharetta St., Suite 9, Roswell, GA 30075
David W. Huffman, Vice-President and Chief Technical Officer, 1078 Alpharetta St., Suite 9, Roswell, GA 30075

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)

Donald L. Aldridge, 1078 Alpharetta St., Suite 9, Roswell, GA 30075
David W. Huffman, 1078 Alpharetta St., Suite 9, Roswell, GA 30075
Irving Rivera, 1078 Alpharetta St., Suite 9, Roswell, GA 30075

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____ (date), _____ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

Nov. 28, 2000
Signature Date

President
Signer's Capacity

AmeriMex Communications Corp.
Name of Corporation

Donald L. Aldridge
Signature

Donald L. Aldridge
Name (typed or printed)

SS-4431 (Rev. 7/00)

RDA 1678

Exhibit D

Management Profiles

Don Aldridge, Founder and CEO of AmeriMex. Mr. Aldridge is the immediate past president of NALA, a trade association representing mostly prepaid residential telephone carriers. Mr. Aldridge has an undergraduate degree in accounting and an MBA from Virginia Tech. Mr. Aldridge is also a CPA. Prior to founding AmeriMex in 1998, Mr. Aldridge served as CFO of several companies.

Alejandro Caipa, IT Manager of AmeriMex. Mr. Caipa has been with AmeriMex since 2001. Mr. Caipa previously worked for ETB telephone company in Bogotá, Colombia. Mr. Caipa has an undergraduate degree in electrical engineering from Universidad Javeriana and a masters degree in Technology Management from Georgia Tech.

Dezi Farah, Customer Service Manager. Mrs. Farah has been with AmeriMex since 2000. Mrs. Farah previously worked for Almacén BC. Mrs. Farah has an undergraduate degree in industrial engineering from Corporación Universitaria Tecnológica de Bolívar.

Exhibit E

Company Officers

The following individuals are officers of AmeriMex Communications Corp. and may be contacted at the Company's headquarters located at 20 Mansell Court East, Suite 200, Roswell, Georgia 30076:

Officers

Don Aldridge

President

Exhibit F

Current Financial Statements

Filed under Seal as Confidential

Exhibit G

Small & Minority-Owned Telecommunications Business Participation Plan

As previously filed in November, 2006



210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

November 14, 2006
Via Overnight

Ms. Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

RE: AmeriMex Communications Corp.

Dear Ms. Dillon:

Pursuant to TCA 65-5-112, enclosed is an original and one (1) copy of the Small and Minority-Owned Telecommunications Business Participation Plan filed on behalf of AmeriMex Communications Corp.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided.

Any questions you may have pertaining to this filing may be directed to me at (407) 740-3006 or via email at croesel@tminc.com. Thank you for your assistance.

Sincerely,

Carey Roesel
Consultant to AmeriMex Communications Corp.

CR/gs
Enclosure

cc: Johanny Vasquez – AmeriMex
file: AmeriMex – TN Local
tms: TNx0600 smbush

TENNESSEE
SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

SUBMITTED TO
TENNESSEE REGULATORY AUTHORITY

BY

AmeriMex Communications Corp.

SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

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SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

1. PURPOSE

- 1.1 This small and minority-owned telecommunications business participation plan ("Plan") is submitted by the Applicant as required by T.C.A. §65-5-212.
- 1.2 The administration of this Plan is the responsibility of the Applicant.

2. DEFINITIONS

- 2.1 The Applicant is a private corporation which provides interexchange and local exchange telecommunication services in the state of Tennessee. It is based in Roswell, Georgia and has no employees, property, or equipment in Tennessee at this time.
- 2.2 As a competitive vendor of telecommunications service, the Applicant is non-dominant in its industry. The nature of the Applicant's business limits its opportunity to support the use of Small and Minority Business in Tennessee. However, let the submission of this Plan evidence its desire to participate as practically possible.
- 2.3 Small and Minority Business - For the purpose of this Plan, "minority business" means a business that is solely owned, or at least fifty-one (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000) per T.C.A. §65-5-212.

3. APPLICANT'S RESPONSIBILITY FOR SMALL AND MINORITY-OWNED TELECOMMUNICATION BUSINESS PARTICIPATION PLAN AND POLICY STATEMENT

- 3.1 The Applicant intends to afford Small and Minority-Owned Telecommunications Businesses the maximum practicable opportunity to participate in the performance of contracts in accordance with T.C.A. §65-5-212.
- 3.2 The Applicant is a provider of telecommunications service whose business operations include:
 - (a) Sale and Marketing of Telecommunications Services
 - (b) Customer Care
 - (c) The Applicant uses vendors and suppliers to support their reseller business in the following areas:
 - Telecommunications Service Providers
 - Sales Agents of Telecommunications Services
- 3.3 Donald L. Aldridge would coordinate Small and Minority-Owned Telecommunications Business referrals.

4. SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN PERIOD OF EFFECTIVENESS

- 4.1 The Applicant will maintain an approach toward inclusion of such firms in its supplier base. Consequently, its Plan and the associated duties and activities would not have a fixed time period for effectiveness, but rather represent the Applicant's ongoing policies and procedures. The Applicant has no physical presence in Tennessee. When and if its business condition changes in Tennessee, the effectiveness of this Plan would be enhanced.

5. PLAN ADMINISTRATION

- 5.1 The Applicant's Plan Administrator is:

Donald L. Aldridge
President
AmeriMex Communications Corp.
20 Mansell Court East #200
Roswell, GA 30076
Telephone: 678-290-1500
Facsimile: 678-290-1504

- 5.2 The Administrator manages the Plan, as described below in the Administrator's duties. The Administrator has direct interface with procurement personnel, contract administrators, and program and project personnel to ensure compliance with the provisions of the Plan.
- 5.3 The Administrator's specific job duties, as they relate to this Plan and the Applicant's business operations in the state of Tennessee, are as follows:
- (a) Developing and maintaining the Applicant's Supplier Master List which would include a listing of Small and Minority-Owned Telecommunications Businesses in Tennessee who are deemed eligible to be suppliers for the Applicant.
 - (b) Reviewing the Applicant policies and procedures in to ensure that Small and Minority-Owned Telecommunications Businesses in Tennessee have an equitable opportunity to be awarded contracts when possible.
 - (c) Allowing for inclusion of Small and Minority-Owned Telecommunications Businesses in those solicitations for products or service which they are capable of providing.
 - (d) Coordinating activities during the conduct of any compliance review by Tennessee state agencies.
 - (e) Preparing and submitting periodic contracting reports as required.

6. PLAN TO ASSURE EQUITABLE OPPORTUNITY

6.1 The Administrator shall ensure that appropriate source listings and services are properly utilized in support of the Plan. Sources/listings include but are not limited to the following:

- (a) The Applicant approved Master Supplier List.
- (b) Sourcing information received from the Department of Economic and Community Development's Office of Minority Business Enterprise and Small Business Office in Nashville.

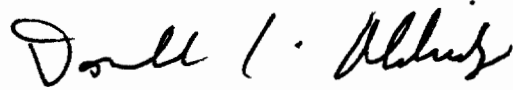
6.2 Outreach efforts will be made as follows:

- (a) The Administrator shall cultivate and maintain a relationship with the Community Development's Office of Minority Business Enterprise and Small Business Office in an effort to locate and qualify capable Small and Minority-Owned Telecommunications Businesses for participation in contracting opportunities.
- (b) The Administrator shall ensure that the Applicant provides adequate and timely consideration of the potentialities of Small and Minority-Owned Telecommunications Businesses in "make-or-buy" decisions.
- (c) The Administrator shall ensure that the Applicant counsels and discusses contracting opportunities with representatives of Small and Minority-Owned Telecommunications Businesses.
- (d) The Administrator shall ensure that the Applicant offers assistance to Small and Minority-Owned Telecommunications Businesses to explain the following:

Requests for quotations, progress payments, technical and quality assurance programs, advice on types of business typically being contracted, and the mechanics of procurement requirements and quality expectations.

7. PLAN REPORTING

- 7.1 The Applicant will submit such periodic reports and cooperate in those studies or surveys as may be required to determine the extent of compliance with this Plan.
- 7.2 The Applicant Supplier Master List will identify Small and Minority-Owned Telecommunications Businesses in Tennessee. The Supplier Master List shall be utilized in identifying potential contractors.

A handwritten signature in black ink, appearing to read "Donald L. Aldridge". The signature is fluid and cursive, with a horizontal line drawn underneath it.

Donald L. Aldridge, President
AmeriMex Communications Corp.

Exhibit H

Toll Dialing Parity Plan

AmeriMex Communications Corp.

IntraLATA Toll Dialing Parity Plan
For Tennessee

1. Purpose

In compliance with FCC Order 96-333,38, AmeriMex Communications Corp. (“AmeriMex”) hereby files its plan for implementing IntraLATA Toll Dialing Parity. The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls.

AmeriMex will be following their established guidelines and procedures for implementation of intraLATA Parity of toll calls.

2. Implementation Date and Areas of Availability

Upon commencement of service, AmeriMex will offer 2-PIC service in all BellSouth states including Tennessee.

For services provided via an AmeriMex switch, all switch lines will offer 2-PIC capability.

3. Method of Selection Process and costs

AmeriMex will follow the 2-PIC strategy established by BellSouth. With the 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or different carrier, including their existing local exchange company, for all intraLATA toll calls.

Existing Customers

AmeriMex provides intraLATA equal access as a feature of the company’s Tennessee local exchange service. Existing customers will have a 90-day grace period to make a free intraLATA presubscription selection. No charge applies to carrier changes made within this time limit.

New Customers

Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. The list of intraLATA toll carriers, including AmeriMex, will be presented in a competitively neutral manner to new customers who do not make a positive choice for an intraLATA carrier. Customers who do not choose a carrier for intraLATA toll calls will be identified as a “no-PIC” and will have to dial an access code to make intraLATA calls. New customers will have 30 days from the date they order local exchange service to make their free selection. No charge applies to PIC selections made within this time limit. After the time limit expires, the tariffed rate of \$5.00 for PIC changes will apply.

Rules AmeriMex will fully comply with all rules and regulations set forth by the FCC and the TRA.
AmeriMex has no applicable rules.

LATA Associations

<u>Area</u>	<u>LATA</u>	<u>Prefix</u>
Tennessee	Memphis	468
	Nashville	470
	Chattanooga	472
	Knoxville	474

Exchange Coverage for Services

423-207	423-336	423-480	423-584	423-717	423-886	615-219	615-313	615-395	615-599
423-208	423-337	423-481	423-585	423-718	423-892	615-220	615-314	615-399	615-604
423-209	423-338	423-482	423-586	423-719	423-893	615-221	615-315	615-401	615-612
423-212	423-339	423-483	423-587	423-733	423-894	615-222	615-316	615-402	615-631
423-213	423-344	423-485	423-588	423-744	423-899	615-223	615-317	615-406	615-643
423-215	423-345	423-487	423-590	423-745	423-902	615-226	615-319	615-407	615-646
423-217	423-351	423-488	423-594	423-746	423-903	615-227	615-320	615-412	615-650
423-219	423-354	423-490	423-595	423-751	423-904	615-228	615-321	615-415	615-654
423-220	423-358	423-493	423-599	423-752	423-905	615-230	615-322	615-416	615-660
423-221	423-359	423-494	423-602	423-755	423-906	615-231	615-323	615-417	615-661
423-222	423-365	423-495	423-603	423-756	423-907	615-232	615-325	615-418	615-662
423-226	423-373	423-496	423-605	423-757	423-908	615-234	615-327	615-419	615-664
423-227	423-374	423-499	423-608	423-763	423-909	615-235	615-329	615-421	615-665
423-228	423-376	423-501	423-609	423-766	423-916	615-237	615-330	615-426	615-672
423-231	423-379	423-504	423-613	423-769	423-918	615-239	615-331	615-428	615-673
423-235	423-380	423-507	423-614	423-774	423-919	615-240	615-332	615-430	615-696
423-237	423-382	423-509	423-616	423-775	423-920	615-241	615-333	615-432	615-702
423-240	423-386	423-510	423-617	423-778	423-921	615-242	615-335	615-441	615-708
423-248	423-387	423-513	423-618	423-780	423-923	615-244	615-336	615-443	615-714
423-250	423-389	423-514	423-619	423-784	423-924	615-248	615-337	615-444	615-717
423-255	423-395	423-515	423-622	423-785	423-927	615-251	615-340	615-445	615-720
423-258	423-397	423-516	423-623	423-802	423-932	615-252	615-341	615-446	615-726
423-263	423-403	423-517	423-624	423-804	423-933	615-253	615-342	615-449	615-731
423-265	423-408	423-521	423-625	423-805	423-942	615-254	615-343	615-451	615-733
423-266	423-413	423-522	423-629	423-806	423-954	615-255	615-344	615-452	615-734
423-267	423-414	423-523	423-631	423-809	423-961	615-256	615-347	615-453	615-735
423-268	423-417	423-524	423-632	423-810	423-970	615-257	615-350	615-457	615-736
423-269	423-420	423-525	423-633	423-814	423-971	615-258	615-351	615-458	615-737
423-272	423-425	423-527	423-634	423-818	423-974	615-259	615-352	615-459	615-740
423-275	423-426	423-531	423-637	423-819	423-977	615-262	615-353	615-460	615-741
423-280	423-428	423-539	423-642	423-821	423-980	615-264	615-354	615-463	615-742
423-281	423-429	423-540	423-645	423-822	423-981	615-269	615-355	615-476	615-743

423-284	423-430	423-541	423-656	423-825	423-982	615-271	615-356	615-477	615-744
423-285	423-435	423-544	423-658	423-827	423-983	615-272	615-360	615-478	615-746
423-289	423-436	423-545	423-661	423-837	423-984	615-274	615-361	615-481	615-747
423-290	423-442	423-546	423-667	423-842	423-985	615-275	615-365	615-482	615-748
423-296	423-448	423-549	423-670	423-843	423-986	615-279	615-366	615-483	615-749
423-301	423-450	423-550	423-673	423-846	423-987	615-282	615-367	615-494	615-763
423-304	423-451	423-558	423-674	423-847	423-988	615-284	615-370	615-504	615-770
423-309	423-452	423-559	423-681	423-850	423-991	615-291	615-371	615-505	615-771
423-310	423-453	423-562	423-686	423-855	423-992	615-292	615-372	615-508	615-778
423-312	423-457	423-563	423-687	423-856	423-993	615-295	615-373	615-512	615-780
423-315	423-458	423-564	423-688	423-867	423-995	615-297	615-374	615-513	615-781
423-317	423-463	423-565	423-689	423-869	423-996	615-298	615-376	615-516	615-782
423-318	423-470	423-566	423-690	423-870	615-201	615-299	615-377	615-518	615-783
423-321	423-471	423-567	423-691	423-873	615-202	615-302	615-382	615-519	615-789
423-326	423-472	423-570	423-692	423-874	615-206	615-303	615-383	615-524	615-790
423-327	423-473	423-573	423-693	423-875	615-207	615-304	615-384	615-531	615-791
423-329	423-475	423-577	423-694	423-876	615-210	615-305	615-385	615-532	615-792
423-330	423-476	423-579	423-697	423-877	615-214	615-307	615-386	615-542	615-794
423-332	423-478	423-581	423-698	423-882	615-217	615-308	615-390	615-591	615-797
423-334	423-479	423-583	423-701	423-883	615-218	615-309	615-391	615-595	615-799
615-804	615-929	901-278	901-380	901-494	901-605	901-738	901-831	931-358	931-638
615-806	615-930	901-279	901-381	901-495	901-606	901-743	901-832	931-359	931-639
615-812	615-936	901-282	901-382	901-496	901-607	901-744	901-833	931-362	931-645
615-813	615-943	901-285	901-383	901-497	901-608	901-745	901-834	931-363	931-647
615-816	615-944	901-286	901-384	901-521	901-609	901-746	901-836	931-379	931-648
615-817	615-948	901-287	901-385	901-522	901-610	901-747	901-850	931-380	931-659
615-821	615-951	901-288	901-386	901-523	901-612	901-748	901-853	931-381	931-670
615-822	615-952	901-301	901-387	901-524	901-613	901-749	901-854	931-387	931-680
615-824	615-957	901-307	901-388	901-525	901-614	901-751	901-855	931-388	931-682
615-826	615-960	901-309	901-391	901-526	901-616	901-752	901-861	931-389	931-684
615-830	615-963	901-320	901-392	901-527	901-617	901-753	901-867	931-393	931-685
615-831	615-969	901-321	901-395	901-528	901-618	901-754	901-877	931-413	931-703
615-832	615-972	901-323	901-396	901-529	901-624	901-755	901-878	931-424	931-723
615-833	615-973	901-324	901-397	901-531	901-627	901-756	901-884	931-425	931-728
615-834	615-974	901-325	901-398	901-532	901-635	901-757	901-885	931-433	931-729
615-835	615-975	901-327	901-399	901-533	901-637	901-758	901-886	931-438	931-759
615-837	615-978	901-329	901-412	901-534	901-638	901-759	901-887	931-454	931-762
615-838	901-209	901-330	901-413	901-535	901-639	901-761	901-922	931-455	931-764
615-847	901-213	901-332	901-418	901-536	901-640	901-762	901-925	931-461	931-766
615-848	901-216	901-335	901-421	901-537	901-641	901-763	901-926	931-465	931-796
615-849	901-220	901-336	901-422	901-538	901-642	901-764	901-934	931-468	931-801
615-851	901-221	901-337	901-423	901-539	901-644	901-765	901-935	931-469	931-808
615-855	901-222	901-340	901-424	901-541	901-645	901-766	901-937	931-486	931-827
615-859	901-223	901-344	901-425	901-542	901-646	901-767	901-942	931-487	931-840
615-860	901-224	901-345	901-426	901-543	901-648	901-769	901-946	931-489	931-857

615-862	901-226	901-346	901-427	901-544	901-658	901-771	901-947	931-490	931-905
615-865	901-227	901-348	901-433	901-545	901-659	901-772	901-948	931-503	931-906
615-867	901-229	901-352	901-434	901-546	901-660	901-773	901-954	931-527	931-920
615-868	901-231	901-353	901-441	901-547	901-661	901-774	901-967	931-540	931-937
615-870	901-233	901-354	901-442	901-550	901-663	901-775	901-968	931-551	931-962
615-871	901-235	901-355	901-444	901-552	901-664	901-777	901-976	931-552	931-964
615-872	901-237	901-356	901-447	901-561	901-668	901-779	901-983	931-553	931-967
615-874	901-241	901-357	901-448	901-565	901-678	901-783	901-986	931-560	931-968
615-876	901-242	901-358	901-452	901-566	901-680	901-784	901-987	931-561	931-980
615-880	901-244	901-360	901-454	901-568	901-681	901-785	901-988	931-572	931-987
615-882	901-245	901-362	901-458	901-569	901-682	901-786	901-989	931-580	
615-883	901-246	901-363	901-465	901-570	901-683	901-787	931-206	931-582	
615-884	901-253	901-365	901-466	901-572	901-684	901-788	931-212	931-583	
615-885	901-254	901-366	901-475	901-573	901-685	901-789	931-215	931-598	
615-886	901-256	901-367	901-476	901-574	901-686	901-790	931-216	931-607	
615-889	901-258	901-368	901-481	901-575	901-692	901-794	931-220	931-619	
615-890	901-262	901-369	901-482	901-576	901-703	901-795	931-221	931-622	
615-893	901-263	901-370	901-483	901-577	901-721	901-797	931-224	931-623	
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615-898	901-266	901-373	901-486	901-580	901-724	901-820	931-270	931-626	
615-902	901-267	901-374	901-487	901-581	901-725	901-821	931-281	931-627	
615-904	901-268	901-375	901-488	901-583	901-726	901-824	931-285	931-628	
615-907	901-269	901-376	901-489	901-584	901-728	901-825	931-290	931-629	
615-912	901-272	901-377	901-490	901-593	901-729	901-826	931-296	931-632	
615-918	901-274	901-378	901-491	901-603	901-734	901-827	931-318	931-636	
615-923	901-276	901-379	901-493	901-604	901-737	901-828	931-326	931-637	

Exhibit I

Sworn Pre-Filed Testimony

Sworn Pre-Filed Testimony

I, Don Aldridge, do hereby testify as follows in support of the application of AmeriMex Communications Corp. ("AmeriMex") for a Certificate of Convenience and Necessity as a Competing Telecommunications Services provider to provide telecommunication services throughout the State of Tennessee.

1. Please state your full name, business address, and position.
My name is Don Aldridge and I am the President of AmeriMex Communications Corp., located at 20 Mansell Court East, Suite 200, Roswell, Georgia 30076.
2. Please briefly describe your duties.
As President of AmeriMex, I oversee the daily operation of all aspects of the Company.
3. Please describe your business experience and educational background.
Prior to founding AmeriMex in 1998, I was a partner for five years with Tatum CFO Partners. Tatum provides CFO services to medium to large sized companies. Prior to Tatum, I served as CFO of two large nationwide maintenance companies. I started my career out of college as an auditor with the international accounting firm of Deloitte and Touche. I have an undergraduate degree in accounting and a masters degree in business administration.
4. Are all statements in AmeriMex Communications Corp.'s true and correct to the best of your knowledge, information and belief?
All statements are true and correct to the best of my knowledge, information and belief.
5. Please describe the current corporate structure of AmeriMex Communications Corp.
AmeriMex has no parent company and no subsidiaries. Don Aldridge is the sole shareholder of AmeriMex.
6. Does AmeriMex Communications Corp. possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?
AmeriMex Communications Corp. has been operating as a resale local telecommunications services company within the State of Tennessee since 2002. The Company possesses the managerial, financial and technical abilities to provide facilities-based local service for which it is applying.
7. Please describe AmeriMex's financial qualifications.
AmeriMex has been profitable for many years. The company has a good cash balance and very little debt. See financial statements for more additional information.

Sworn Pre-Filed Testimony, (Cont'd.)

8. Please describe AmeriMex's managerial and technical qualifications.
AmeriMex Communications Corp. (AmeriMex) has been providing local exchange telephone service since 1999. AmeriMex currently has 44 employees and provides local exchange telephone service to approximately 20,000 customers in 10 states (GA, NC, SC, FL, TN, AL, KY, NY, NJ and TX). AmeriMex has Interconnection and/or Commercial Agreements with BellSouth, Verizon, SBC, Embarq and AllTel. AmeriMex believes the technical expertise gained by its employees in serving its current customer base with resale local exchange telephone services is adequate to provide facilities-based local exchange services to its customers.
9. What services will AmeriMex offer?
Local exchange services.
10. Will AmeriMex offer service to all consumers within its service area?
Yes.
11. Does AmeriMex Communications Corp. plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?
No.
12. Will the granting of a certificate of convenience and necessity to AmeriMex serve the public interest?
Yes. Consumers are better served when more choices are available.
13. Does AmeriMex intend to comply with all TRA rules, statues, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?
AmeriMex presently complies with all TRA rules, statues, and orders pertaining to the provision of telecommunications services in Tennessee and will continue to do so under its new authority.

Sworn Pre-Filed Testimony, (Cont'd.)

14. Has any state ever denied AmeriMex or one of its affiliates authorization to provide intrastate service?
No.
15. Has any state ever revoked the certification of AmeriMex or one of its affiliates?
No.
16. Has AmeriMex or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?
No.
17. Who is knowledgeable about AmeriMex's operations and will serve as the Company's regulatory and customer service contact?
I will be handling both operations and regulatory affairs.
18. Please explain in detail AmeriMex's proposed procedures for responding to information requests from the TRA and its staff.
Request from TRA and its staff will be responded to efficiently and in a timely manner.
19. Does this conclude your testimony?
Yes, it does.

I swear that the foregoing testimony is true and correct to the best of my knowledge.



Don Aldridge
President
AmeriMex Communications Corp.
20 Mansell Court East, Suite 200
Roswell, Georgia 30076
Telephone: 678-290-1500
Facsimile: 678-290-1504

SWORN TO AND SUBSCRIBED before me on the 28th day of February, 2007.


Notary Public In and For the State of Georgia

My commission expires: _____
JOHANNY DESIREE VASQUEZ
My Commission Expires June 27, 2010
Notary Public, Cherokee County, Georgia

Exhibit J

Customer Complaints

AmeriMex's toll free customer service telephone number will be available with live operator response 24 hours per day, 7 days per week. AmeriMex's toll free telephone number for customer inquiries, complaints and repair is 1-888-224-2922. Customers may contact the company in writing at the headquarters address indicated below.

The contact for resolution of customer complaints with the Commission is:

Dezi Farah
AmeriMex Communications Corp.
20 Mansell Court East, Suite 200
Roswell, Georgia 30076
Telephone: 888-224-2922
Facsimile: 678-290-1504

Exhibit K

Local Exchange and Access Tariffs

CLIENT COPY

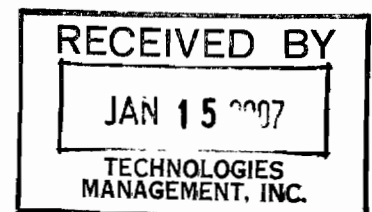
AMERIMEX COMMUNICATIONS CORP.

T.R.A. TARIFF NO. 1
ORIGINAL TITLE PAGE

TELECOMMUNICATIONS SERVICES

AMERIMEX COMMUNICATIONS CORP.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF TENNESSEE



Issued: October 3, 2002

Donald L. Aldridge, President
AmeriMex Communications Corp.
1078 Alpharetta St., Suite #9
Roswell, GA 30075

Effective: October 3, 2002

TELECOMMUNICATIONS SERVICES

CHECK SHEET

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 Tariff that are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>
Title Page	Original
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
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original

TELECOMMUNICATIONS SERVICES

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CHECK SHEET 1

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TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

- | | | |
|---|---|--|
| C | - | To signify changed regulation. |
| D | - | To signify discontinued rate or regulation. |
| I | - | To signify increased rate. |
| M | - | To signify a move in location of text. |
| N | - | To signify new rate or regulation. |
| R | - | To signify reduced rate. |
| S | - | To signify reissued matter. |
| T | - | To signify a change in text but no change in rate or regulation. |

TELECOMMUNICATIONS SERVICES

TARIFF FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. 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 the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the fourth revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff 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 of coding.
- 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 Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets 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 sheet is the most current sheet on file with the Commission.

TELECOMMUNICATIONS SERVICES

APPLICATION OF TARIFF

This Tariff sets forth the services offerings, rates, terms and conditions applicable to the furnishing of local exchange telecommunications services by AmeriMex Communications Corporation, (hereinafter the "Company") with principal offices at 1078 Alpharetta St., Suite #9, Roswell, Georgia 30075. This Tariff applies to services furnished in the State of Tennessee. This Tariff is filed with the Tennessee Regulatory Authority (the "TRA"), and copies can be inspected, during normal business hours, at Company's principal place of business.

TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Tariff are defined below.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Company or Carrier: AmeriMex Communications Corp., unless context indicates otherwise.

Customer: The person or entity which orders service and is responsible for the payment of charges and for compliance with the Company Tariff regulations.

Incumbent Local Exchange Carrier (ILEC): Local exchange carriers that are providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange carrier association.

Services: The Company's local exchange telecommunications services covered by this Tariff only shall include the State of Tennessee.

TRA -- The Tennessee Regulatory Authority, unless context indicates otherwise.

User: A Customer or any other person authorized by the Customer to use Services provided under this Tariff.

TELECOMMUNICATIONS SERVICES

SECTION 2 - REGULATIONS2.1 UNDERTAKING OF THE COMPANY2.1.1 Scope

The Company undertakes to furnish resold local exchange telecommunications services within the State of Tennessee on a prepaid basis. Service is available 24 hours a day, seven days a week.

The Company is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.2 TERMS AND CONDITIONS

- 2.2.1 The company offers service to all those who desire to purchase service from the Company consistent with all provisions of this Tariff.
- 2.2.2 Except as otherwise provided herein, service is prepaid and provided on the basis of a minimum period of at least one-month (30 days). Service will continue to be provided until Customer fails to prepay for the subsequent month.
- 2.2.3 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.
- 2.2.4 The Company reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.
- 2.2.5 Any termination shall not relieve Customer of its obligation to pay any charges under the service agreement and this Tariff prior to termination.
- 2.2.6 This Tariff shall be interpreted and governed by the laws of Tennessee.
- 2.2.7 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.8 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

TELECOMMUNICATIONS SERVICES

2.3 LIABILITY OF THE COMPANY

- 2.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.12 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.3.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.12, the Company's liability, if any, shall be limited as provided herein.
- 2.3.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.3.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.3.5 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

TELECOMMUNICATIONS SERVICES

2.3 LIABILITY OF THE COMPANY (Cont'd)

- 2.3.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.3.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.3.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.6, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:
- A. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this Tariff;
 - B. Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
 - C. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.
- 2.3.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.3.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

TELECOMMUNICATIONS SERVICES

2.3 LIABILITY OF THE COMPANY (Cont'd)

- 2.3.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.3.12 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.3.13 With respect to Emergency Number 911 Service:
- A. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
 - B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company 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 Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
- 2.3.14 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.3.15 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

TELECOMMUNICATIONS SERVICES

2.3. LIABILITY OF THE COMPANY (Cont'd)

- 2.3.16 When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

2.4 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.5 OWNERSHIP OF FACILITIES

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

2.6 PROHIBITED USES

- 2.6.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.
- 2.6.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

TELECOMMUNICATIONS SERVICES

2.7 OBLIGATIONS OF THE CUSTOMER**2.7.1 General**

All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by the Company, and complying with the Company's regulations governing the service. Customer also is responsible for assuring that its Users comply with regulations.
- B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).

2.8 BILLING AND COLLECTION OF CHARGES

- 2.8.1 The first payment is due in advance when the customer signs up for service. Service is billed on a monthly basis. Service continues to be provided until canceled by the Customer or the Company in accordance with the provisions of this Tariff.
- 2.8.2 Customer is responsible for payment of all charges for service furnished to the Customer.
- 2.8.3 Customers may pay for service by cash, money order or check.
- 2.8.4 Payment for each month of service is due no later than the first day of that month. A nonrecurring \$10.00 late payment fee will be charged for payments made after the 5th day of that month.
- 2.8.5 The Company will bill Customer a one-time charge of \$25.00 or five percent of the amount of the check, whichever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

TELECOMMUNICATIONS SERVICES

2.8 BILLING AND COLLECTION OF CHARGES (Cont'd)

- 2.8.6 For existing customers whose service is disconnected, 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.
- 2.8.7 Service may be denied or discontinued, at the Company's discretion, for non-payment of amounts due to the Company past the due date.
- 2.8.8 Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

2.9 DISPUTED BILLS

The Customer shall notify the Company of any disputed items on a bill within ten (10) days. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the TRA in accordance with the TRA's rules of procedure.

- 2.9.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies Customer of the disposition of the dispute.

2.10 DISCONTINUANCE OF SERVICE

The Company may discontinue service or cancel an application for service without incurring any liability for any of the following:

- 2.10.1 Upon written notice, for nonpayment of any sum due to the Company for service.
- 2.10.2 Upon written notice, in the event of any violation of any regulation governing service under this Tariff.
- 2.10.3 Without notice, in the event of a violation of any law, rule or regulation of any government authority having jurisdiction over service.
- 2.10.4 Without notice, in the event the Company is prohibited from furnishing service by order of a court or other government authority having jurisdiction; or
- 2.10.5 Without notice, in the event of fraudulent use of the Company's service.
- 2.10.6 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

TELECOMMUNICATIONS SERVICES

2.10 DISCONTINUANCE OF SERVICE (Cont'd)

- 2.10.7 Upon the Company's discontinuance of service to the Customer under all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

2.11 CREDIT ALLOWANCES FOR INTERRUPTIONS OF SERVICE

- 2.11.1 When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Charges subject to interruption will be allowed for the service or facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.
- 2.11.2 It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in writing or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 2.11.3 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.
- 2.11.4 Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- 2.11.5 Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
- A. interruptions of service resulting from the Company performing routine maintenance;
 - B. interruptions of service for implementation of a Customer order for a change in the service;
 - C. interruptions caused by negligence of the Customer or his authorized user; or
 - D. interruptions of service because of the failure of service or equipment provided by Customer, Authorized User, or other carriers.

TELECOMMUNICATIONS SERVICES

2.12 CANCELLATION OF SERVICE

2.12.1 Customer may cancel service any time after meeting the one-month minimum service period.

2.12.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges otherwise levied against the Company that would have been chargeable to the Customer had service begun.

2.13 TRANSFER AND ASSIGNMENTS

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of any or all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.14 NOTICES AND COMMUNICATIONS

2.14.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.14.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.

2.14.3 All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE DESCRIPTIONS**3.1 PREPAID LOCAL EXCHANGE SERVICE**

Prepaid local exchange service is a service that is available for access by subscribers on a full time basis. Prepaid Local Exchange Service provides the Customer with a single, voice-grade communications channel and access to unlimited local calls, "911" and/or "E911" calls, if available in the Customer's area, toll free calls (e.g., "800" or "888"), and except where otherwise prohibited in this Tariff, the ability to receive calls from other telephones.

Prepaid Local Exchange Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company: long distance (e.g., "1+" or "0+"); collect calls, operator-assisted calls, third number billed calls; directory assistance calls; and any service that may be billed to Customer's telephone number (e.g., "900" and "976").

3.2 OPTIONAL FEATURES**3.2.1 Call Waiting**

Call Waiting allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.

3.2.2 Call Forwarding

Call Forwarding allows calls to automatically ring to another phone number.

3.2.3 Three-Way Calling

Three-Way Calling allows the Customer to add a third party to a conversation.

3.2.4 Non-Published Number

Non-Published Number allows the Customer to keep his local phone number out of the phone book and directory assistance.

TELECOMMUNICATIONS SERVICES

3.2 OPTIONAL FEATURES (Cont'd)3.2.5 Caller ID

Caller ID allows the Customer to see the telephone number of an incoming call displayed on the Customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls that originate and terminate in central offices that are equipped with and have SS7 connectivity. Caller ID is available to Customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

Telephone numbers that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking or Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, the display unit will notify the subscriber that the calling telephone number is unavailable.

3.3 MISCELLANEOUS SERVICES3.3.1 Change of Address on Account

Change of Address on Account allows a Customer to initiate service subsequent to a Customer location move.

3.3.2 Change of Name on Account

Change of Name on Account allows a Customer to change the Customer name on a telephone account associated with a particular number. The new Customer will be responsible for payment of charges and for compliance with the Company's Tariff regulations.

3.3.3 Options Processing

Options Processing allows a Customer to add an optional feature or features subsequent to the initiation of basic local exchange service.

3.4 DIRECTORY LISTINGS

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the station number which is designated as the Customer's main billing number.

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

TELECOMMUNICATIONS SERVICES

3.4 DIRECTORY LISTINGS (Cont'd)

3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.4.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.4.4 Directory listings are provided in connection with each Customer service as specified herein.

3.5 EMERGENCY SERVICES (ENHANCED 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.6 PROMOTIONS

The Company may, from time to time, engage in promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company. In all such cases, the rates charged will not exceed those specified herein.

TELECOMMUNICATIONS SERVICES

SECTION 4 – MINIMUM AND MAXIMUM RATES AND CHARGES4.1 Prepaid Local Exchange Service Charges

4.1.1	<u>Recurring Charge</u>	<u>Minimum</u>	<u>Maximum</u>
	Residential Monthly Service Charge	\$44.00	\$55.00
	Business Monthly Service Charge	\$71.00	\$89.00
4.1.2	<u>Non-Recurring Charges</u>		
	Application Fee	\$36.00	\$44.00
	Connection Fee	\$45.00	\$55.00

4.2 Optional Features Rates

Call Waiting	\$ 4.50	\$ 5.50
Call Forwarding	\$ 4.50	\$ 5.50
Three-Way Calling	\$ 4.50	\$ 5.50
Non-Published Number	\$ 4.50	\$ 5.50
Caller ID	\$ 9.00	\$11.00

4.3 Miscellaneous Services Rates

Change of Address on Account	\$32.00	\$40.00
Change of Name on Account	\$23.00	\$28.00
Options Processing	\$13.50	\$16.50

TELECOMMUNICATIONS SERVICES

SECTION 5 – CURRENT RATES AND CHARGES5.1 Prepaid Local Exchange Service Charges5.1.1 Recurring Charge

Residential Monthly Service Charge	\$49.00
Business Monthly Service Charge	\$80.00

5.1.2 Non-Recurring Charges

Application Fee	\$40.00
Connection Fee	\$50.00

5... Optional Features Rates

Call Waiting	\$ 5.00
Call Forwarding	\$ 5.00
Three-Way Calling	\$ 5.00
Non-Published Number	\$ 5.00
Caller ID	\$10.00

5.3 Miscellaneous Features Rates

Change of Address on Account	\$35.00
Change of Name on Account	\$25.00
Options Processing	\$15.00

5.4 Directory Listings Charges

Recurring Charges	N/C
Non-Recurring Charges	N/C

Document #: 1183372 v3

Issued: October 3, 2002

Effective: October 3, 2002

Donald L. Aldridge, President
AmeriMex Communications Corp.
1078 Alpharetta St., Suite #9
Roswell, GA 30075

ShawPittman LLP

A Limited Liability Partnership Including Professional Corporations

CLIENT COPY

SUSAN HAFELI
202.663.8414
susan.hafeli@shawpittman.com

October 3, 2002

Via Federal Express

Ms. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

**Re: AmeriMex Communications Corp.
Case No. 01-01123**

Dear Ms. Kyle:

Transmitted herewith, on behalf of our client AmeriMex Communications Corp. ("AmeriMex"), is an original of AmeriMex's T.R.A. Tariff No. 1, describing the services and rates applicable to its provision of telecommunications services in Tennessee. The purpose of this filing is to add issue and effective dates to the AmeriMex tariff currently on file and in effect.

Please date-stamp the Receipt copy of this filing and return it to the undersigned in the enclosed self-addressed, stamped envelope. Please refer all questions and correspondence regarding this filing to the undersigned.

Very truly yours,



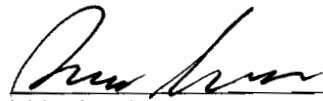
Susan Hafeli
Counsel for AmeriMex Communications Corp.

Enclosures

cc: Carol Timberlake, Tennessee Regulatory Authority

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of AmeriMex Communications Corp. local application upon the enclosed listing of incumbent LECs operating in the State of Tennessee, by mailing such copy by first class mail, postage prepaid or equivalent service.



Shipping Department
Technologies Management, Inc.

This 23th day of February, 2007

CERTIFICATE OF SERVICE

1. Ardmore Telephone Company, Inc.
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449
2. BellSouth Telecommunications, Inc.
333 Commerce Street
Nashville, TN 37201-3300
3. CenturyTel of Adamsville
PO Box 405
116 Oak Street
Adamsville, TN 38310
4. CenturyTel of Claiborne
PO Box 100
507 Main Street
New Tazewell, TN 37825
5. CenturyTel of Ooltewah-Collegedale, Inc.
PO Box 782
5616 Main Street
Ooltewah, TN 37363
6. Citizens Telecommunications Company
of Tennessee
PO Box 770
300 Bland Street
Bluefield, WV 24701
7. Citizens Telecommunications Company
of the Volunteer State
P.O. Box 770
300 Bland Street
Bluefield, WV 24701
8. Loretto Telephone Company, Inc.
P.O. Box 130
Loretto, TN 38469
9. Millington Telephone Company, Inc.
4880 Navy Road
Millington, TN 38083
10. Sprint-United
112 Sixth Street
Bristol, TN 37620
11. TDS Telecom-Concord Telephone
Exchange, Inc.
PO Box 22610
701 Concord Road
Knoxville, TN 37933-0610
12. TDS-Telecom-Humphreys County
Telephone Company
PO Box 552
203 Long Street
New Johnsonville, TN 37134-0552
13. TDS Telecom-Tellico Telephone Company
PO Box 9
102 Spence Street
Tellico Plains, TN 37385-0009
14. TDS Telecom-Tennessee Telephone
Company
P.O. Box 18139
Knoxville, TN 37928-2139
15. TDS-Crockett Telephone Company, Inc.
PO Box 7
Friendship, TN 38034
16. TEC-People's Telephone Company, Inc.
PO Box 310
Erin, TN 37061
17. TEC-West Tennessee Telephone
Company, Inc.
P.O. Box 10
244 E Main Street
Bradford, TN 38316
18. United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034