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April 1, 2008

VIA OVERNIGHT MAIL

filed electronically in docket office 4/2/2008

Honorable Jones, Chairman
Attn: Sharla Dillon, Dockets
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-9021
(615) 741-3939

Re: Prayztel Communications LLC

Dear Ms. Dillon:

Enclosed please find for filing an original and four (4) copies of Prayztel Communications LLC' Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Exchange and Interexchange Telecommunications Services in Tennessee. I have also enclosed a check in the amount of \$25.00 payable to the "Tennessee Regulatory Authority" for the filing fee and a CD-ROM containing an electronic copy of this filing.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

Lance J.M. Steinhart
Attorney for Prayztel Communications LLC

Enclosures

cc: Mark Goldsmith (w/enc)

LANCE J. M. STEINHART, P.C.
1720 WINDWARD CONCOURSE
SUITE 250
ALPHARETTA, GA 30005

01-01

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Date 4/1/08

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For

Priztel

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**STATE OF TENNESSEE
BEFORE THE TENNESSEE PUBLIC SERVICE COMMISSION**

In re:)	
)	
Application of)	
Prayztel Communications LLC)	
)	
For a Certificate of Public)	DOCKET NO.
Convenience and Necessity to)	
Provide Competing)	
Local Exchange And Interexchange)	
Telecommunications Services)	

**APPLICATION OF PRAYZTEL COMMUNICATIONS LLC FOR AUTHORITY
TO PROVIDE COMPETING LOCAL EXCHANGE & INTEREXCHANGE SERVICE**

Prayztel Communications LLC ("Prayztel" or "Applicant"), pursuant to T.C.A. § § 65-2-103, 65-2-102 and 65-4-201; Section 253 of the Federal Telecommunications Act of 1996; and Section 1220-4-8-.04 of the Rules of the Tennessee Public Service Commission Division of Public Utilities, respectfully submits this Application for Authority to Provide Competing Local Exchange and Interexchange Telecommunications Services, including exchange access telecommunications services, within in the State of Tennessee.

Prayztel intends to offer local exchange and interexchange service to both business and residential customers throughout the state. Applicant intends to provide local exchange service to customers located in non-rural local exchange carriers' service areas of Tennessee. Applicant intends to provide interexchange service statewide. Should its Application be granted, Prayztel plans to commence offering service after the establishment of the appropriate and necessary resale and interconnection arrangements with the incumbent Local Exchange Carriers ("LECs"). Initially, Applicant will be negotiating an interconnection/resale agreement with AT&T/BellSouth to provide local service.

In support of its Application, Prayztel submits the following:

I. Introduction

1. The full name and address of the Applicant are:
Prayztel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

The following is a list of applicant's corporate officers and directors:

Officer

Bruce Teitelbaum	Manager
Paul Leight	Manager
John Lieberman	Manager
Mark Goldsmith	Manager

Directors

None

The above-named individuals can be reached at:
Prayztel Communications LLC
1930 Harrison Street, Suite 605, Hollywood, Florida 33020
Telephone: (877) 556-0557

Applicant is newly formed and is seeking approval to provide local exchange and interexchange services in California in addition to Tennessee. Applicant has not been denied authority for any of the services for which it seeks authority in this Application. The name, address and telephone number of a Tennessee contact person responsible for and knowledgeable about Applicant's operations are:

Mark Goldsmith, Manager
Prayzel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020
(877) 556-0557

The name, address and telephone number of a person responsible for repair and maintenance (customer service) are:

Mark Goldsmith, Manager
Prayzel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020
(877) 556-0557 (toll-free customer service)

2. All correspondence, notices, inquiries and other communications regarding this Application should be directed to:

Lance J.M. Steinhart
Lance JM Steinhart, PC
1720 Windward Concourse
Suite 115
Alpharetta, Georgia 30005
(770) 232-9200 (Phone)
(770) 232-9208 (Facsimile)
lsteinhart@telecomcounsel.com (E-mail)

3. In support of this Application, the following exhibits are attached hereto:

- a. Exhibit A - Prayztel's Certificate of Formation filed with the Secretary of State for the State of Delaware and Operating Agreement;
- b. Exhibit B - Prayztel 's Certificate of Authority to Operate in Tennessee as a Foreign Limited Liability Company;
- c. Exhibit C - Prayztel's Balance Sheet as of March 13, 2008 and Statement of Cash Flows for the period ending March 13, 2008, which are being filed in a separate sealed envelope as "Confidential"
- d. Exhibit D - Biographies of selected Prayztel management.
- e. Exhibit E - Corporate Organization Chart
- f. Exhibit F - IntraLATA Presubscription Implementation Plan
- g. Exhibit G - Small and Minority-Owned Telecommunications Business Participation Plan
- h. Exhibit H - Pre-Filed Testimony
- i. Exhibit I - Numbering Issues & Tennessee Specific Operational Issues
- j. Exhibit J - Bond or Letter of Credit
- k. Exhibit K - Tariffs

II. Description of the Applicant

1. General Information

Applicant is a Delaware Limited Liability Company, which was formed on January 7, 2008. The company is headquartered at 1930 Harrison Street, Suite 605, Hollywood, Florida 33020. The company is authorized to transact business in the State of Tennessee. There are no offices in the State of Tennessee.

2. Customer Service

Registrant's customer service department may be contacted via a toll-free number, (877) 556-0557, or a local number. The Company will maintain a Customer Service Department exclusively for Customer's questions, requests for service, complaints and trouble handling. The Company's Customer Service address and toll free number(s) will be printed on the Customer's bill. The Customer Service Department will be located at 1930 Harrison Street, Suite 605, Hollywood, Florida 33020.

Office Hours- Excluding holidays, Customer Service Representatives will be available 8:00 AM to 5:00 PM standard time Monday through Friday. After hours, Sundays and on holidays, Customers will be automatically forwarded to an answering service for messaging and paging.

Complaint Procedures-The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Company finds its actions to be consistent with its Tariff, the Company will inform the Customer of its no fault finding and require full payment of any outstanding balance due. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Commission for determination.

III. Prayztel Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Local Exchange Service

Prayztel possesses the requisite technical, financial and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

1. Financial Qualifications

Prayztel is financially able to provide the services proposed in its tariff as evidenced by its Balance Sheet as of March 13, 2008 and Statement of Cash Flows for the period ending March 13, 2008.

2. Managerial Qualifications

Prayztel's senior management team is highly skilled, and has had extensive experience in the telecommunications industry. Using this expertise, Prayztel's management team has developed innovative marketing and customer care programs, and provides its customers with high quality advanced services at competitive rates. Prayztel has extensive experience in the technical, managerial, and financial aspects of the telecommunications industry.

3. Technical Qualifications and Proposed Service Area

Applicant's key management personnel have significant business and telecommunications experience. Applicant has not been denied authority for any of the services for which it seeks authority in this Application. No formal complaints have been filed against Applicant or any of its affiliates by any state or federal agency.

Prayztel will initially resell services and provide service using unbundled network elements obtained through commercial and interconnection agreements, utilizing the facilities of the existing LECs or other competitive carriers that presently serve Tennessee. The company has no plans to install facilities in the State of Tennessee.

The Applicant proposes to offer its services throughout the State of Tennessee in non-rural areas, specifically targeting Nashville, Knoxville, Memphis and Chattanooga. These areas are currently being served by Bellsouth/AT&T and Embarq, which are designated open to competition.

As the foregoing illustrates, Prayztel possesses considerable telecommunications expertise. Applicant will also rely upon the technical expertise and telecommunications experience of its underlying carriers. Thus, Prayztel is technically qualified to provide local exchange and interexchange telecommunications services in Tennessee. Applicant also is willing to adhere to all applicable Commission policies, rules and orders.

IV. Approval of Prayztel's Application is in the Public Interest

Granting Prayztel's Application is consistent with the public interest, and, in that regard Applicant makes the following representations to the Commission:

- a. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- b. Applicant's services will meet the service standards required by the Commission;
- c. The provision of services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- e. The provision of local exchange and interexchange services by Applicant will not adversely impact the public interest.

The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service.

Those providers that offer consumers the most cost effective products will gain market share. In contrast, providers whose products do not meet the needs of consumers will lose market share and may ultimately, be eliminated from the industry.

Additionally, Prayztel's entry into the local exchange and interexchange markets will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve a large majority of the local exchange customers in Tennessee. The major advantages of incumbency (i.e., ownership of the existing local network as well as access to, and long-standing relationships with, every local customer) constitute a substantial obstacle to new entrants. Moreover, exchange services competition will stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately their profit margins.

In this regard, approval of this Application is clearly in the public interest.

V. Description of Services Offered

Prayztel expects to offer a full array of local exchange and interexchange services to both business and residential customers, including the following:

Interexchange (switched and dedicated services):

- A. 1+ and 101XXXX outbound dialing;
- B. 800/888 toll-free inbound dialing;
- C. Calling cards; and
- D. Data Services.

Local Exchange:

- A. Local Exchange Services for business and residence customers that will enable customers to originate and terminate local calls in the local calling area served by other LECs, including local dial tone and custom calling features.
- B. Switched local exchange services, including basic service, trunks, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity services.

In addition to the services listed above, Prayztel, through interconnection with other carriers, will offer dual-party relay services, 9-1-1 Emergency Services, directory assistance and operator assisted calls, lifeline, and toll-free calling.

The Applicant's IntraLATA Presubscription Implementation Plan is attached hereto as Exhibit F.

Applicant's proposed tariffs are attached hereto as Exhibit K.

VI. Waivers and Regulatory Compliance

Prayztel requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service resellers such as Financial Record-Keeping System pursuant to Tennessee Rules and Regulation 1220-4-1-.11(1). Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

1. Financial Record-Keeping System

a. Prayztel requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation, and as a competitive carrier, Prayztel does not maintain its financial records in this manner.

b. As a competitive carrier, Prayztel maintains its book of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Neither the FCC, nor the Commission, has required Prayztel to maintain its records under the USOA for purposes of Prayztel's interexchange operations. Thus, Prayztel does not possess the detailed cost data required by USOA, nor does it maintain detailed records on a state-specific basis. As a competitive provider, Prayztel's network operations are integrated to achieve maximum efficiency. Having to maintain records pertaining specifically to its Tennessee local service operations would place an extreme burden on Prayztel.

c. Moreover, Prayztel asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Prayztel's operations. Therefore, Prayztel hereby respectfully requests to be exempted from the any USOA requirements of the Commission.

d. The Applicant does agree that it will provide wire line activity reports as required by Commission rules and regulations.

2. Local Exchange Directories

Prayztel requests that it not be required to publish local exchange directories. Prayztel will make arrangements with the incumbent LECs whereby the names of Prayztel's customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include Prayztel's customer service number. These directories will be distributed to Prayztel's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Prayztel and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on Prayztel to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for Prayztel to simply include its limited customer list in the existing directories of the incumbent LECs.

VII. Regulatory Obligations

Applicant shall provide, either directly or indirectly or through arrangements with other carriers or companies, to the extent required by law or regulation:

1. Provide access to 911 and E 911 emergency service;
2. Provide white page directory listings and directory assistance;
3. Provide consumer access to and support for the Tennessee Relay Center in the same manner as incumbent local exchange telephone companies;
4. Provide free blocking service for 900, 976 type services in accordance with Commission policy;
5. Provide Lifeline and Link-up services to qualifying citizens of this state;
6. Provide educational discounts in existence as of June 6, 1995

Applicant shall also:

1. Provide support for universal service in a manner determined by the Commission. This requirement shall not be construed as prohibiting the granting of a certificate before the universal service issues are determined by the Commission;
2. Provide interconnection with other certificated carriers or Commission authorized carriers on a nondiscriminatory basis under reasonable terms and conditions;
3. Comply with Commission basic service standards as defined in any applicable rules and decisions of the Commission;
4. Provide equal access to authorized inter-and intraLATA long distance providers, unless otherwise exempted by the Commission.

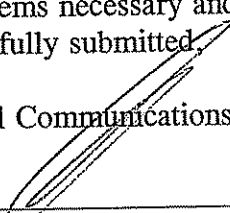
VIII. Conclusion

This Application demonstrates that Prayztel Communications LLC, possesses the technical, financial and managerial resources to provide resold and facilities-based/UNE local exchange and interexchange service in the State of Tennessee. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the Tennessee telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and with resulting reduced prices for consumers. In addition, as a result of competition, the overall quality of local exchange service will improve. As stated above, Applicant does not intend to provide local service, by its own facilities or otherwise, to any customer located in a rural incumbent LEC's service area, until Applicant provides such LECs notice of intent at least 30 days prior to the date of the intended service, or as otherwise required by law.

Wherefore, Prayztel Communications LLC, respectfully petitions this Commission for a Certificate of Public Convenience and Necessity to Provide Competing local exchange and interexchange telecommunications services in the State of Tennessee in accordance with this Application and for such other relief as it deems necessary and appropriate.

Respectfully submitted,

Prayztel Communications LLC



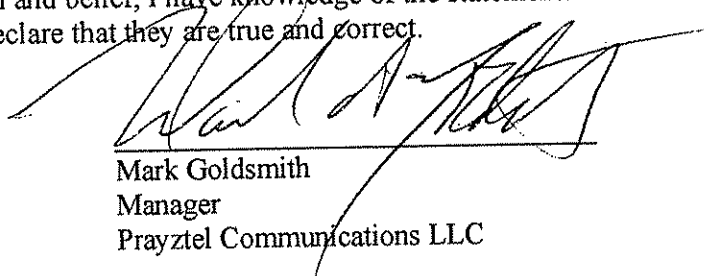
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Facsimile: (770) 232-9208
E-mail: lsteinhart@telecomcounsel.com
Attorney for Applicant

April 1, 2008
Alpharetta, Georgia

VERIFICATION OF APPLICANT


VERIFICATION OF APPLICANT

I, Mark Goldsmith, Manager of Prayzel Communications LLC, a Delaware Limited Liability Company, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of Tennessee, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.


Mark Goldsmith
Manager
Prayzel Communications LLC

Sworn to me, the undersigned
Notary Public on this
4th day of March, 2008.

State of New York
County of New York


Notary Public

LISA CONIGLIO
Notary Public, State of New York
No. 01CO5048711
Qualified in New York County
Commission Expires August 28, 2009

TN IXC & CLEC App

EXHIBIT "A"
CERTIFICATE OF FORMATION & OPERATING AGREEMENT

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "PRAYZTEL COMMUNICATIONS LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF JANUARY, A.D. 2008, AT 4:37 O'CLOCK P.M.



4485479 8100

080017879

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6291902

DATE: 01-07-08

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:37 PM 01/07/2008
FILED 04:37 PM 01/07/2008
SRV 080017879 - 4485479 FILE

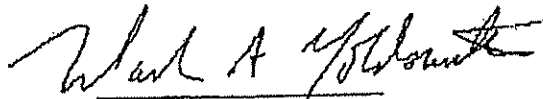
CERTIFICATE OF FORMATION
OF
PRAYZTEL COMMUNICATIONS LLC

The undersigned, a natural person, for the purposes of forming a limited liability company under the provisions of the Delaware Limited Liability Company Act, hereby certifies that:

1. The name of the limited liability company is PRAYZTEL COMMUNICATIONS LLC.

2. The address of its registered office in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of its registered agent for service of process at such address is the Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of PRAYZTEL COMMUNICATIONS LLC this 7th day of January, 2008.



Mark A. Goldsmith,
Authorized Person

**LIMITED LIABILITY COMPANY
AGREEMENT
OF
PZT GROUP LLC**

Effective as of January 7, 2008

THE INTERESTS IN THIS LIMITED LIABILITY COMPANY HAVE NOT BEEN REGISTERED UNDER, AND ARE BEING OFFERED IN RELIANCE UPON, EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS. NO SUCH INTEREST MAY BE OFFERED FOR SALE, SOLD, TRANSFERRED OR PLEDGED WITHOUT (1) REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND ANY APPLICABLE STATE LAW, OR (2) AN OPINION (SATISFACTORY TO THE COMPANY) OF COUNSEL (SATISFACTORY TO THE COMPANY) THAT REGISTRATION IS NOT REQUIRED; NOR MAY SUCH INTEREST BE TRANSFERRED EXCEPT WITH THE CONSENT OF THE COMPANY. SUCH INTERESTS MAY NOT BE TRANSFERRED IN ANY EVENT EXCEPT IN ACCORDANCE WITH SUBSTANTIAL ADDITIONAL RESTRICTIONS SET FORTH IN THIS AGREEMENT.

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**LIMITED LIABILITY COMPANY AGREEMENT
OF
PZT GROUP LLC
A Delaware Limited Liability Company**

LIMITED LIABILITY COMPANY AGREEMENT of PZT GROUP LLC, effective as of January 7, 2008, by and among the persons set forth on Schedule A annexed hereto (which persons are sometimes herein individually referred to as a “Member” and collectively as the “Members”).

WITNESSETH:

WHEREAS, Mark A. Goldsmith, as organizer of the Company, formed on behalf of the Members (as hereinafter defined) a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware (the “Act”) by filing a Certificate of Formation with the Delaware Secretary of State on January 7, 2008; and

WHEREAS, the Members wish to set forth the limited liability agreement of the company; and

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the Members hereby agree as follows:

I. DEFINITIONS

As used in this Agreement the following terms have the following definitions.

“25% Subsidiary” shall mean a Subsidiary whose assets constitute 25% or more of the consolidated assets of the Company and each of its Subsidiaries.

“Able” means Able Partners LLC, a Florida limited liability company.

“Able Manager” has the meaning set forth in Section 5.1(a).

“Able Member” means _____ and its permitted successors and assigns.

“Able Member Group” shall mean Able Member, HLG, Glick and their permitted successors and assigns.

“Acceptance Notice” is defined in Section 13.2 of this Agreement.

“Accepting Members” is defined in Section 13.2 of this Agreement.

“Act” shall mean the Delaware Limited Liability Company Act.

“Adjusted Capital Account Deficit” means, with respect to any Holder, the deficit balance, if any, in such Holder’s Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments (**“Adjusted Capital Account”**):

(i) Credit to such Capital Account any amounts which such Holder is deemed to be obligated to restore pursuant to the penultimate sentences in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

(ii) Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Affiliate” shall mean when used with reference to a specified Person, (i) any Person who directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with the specified Person, (ii) any Person who is a member of the Immediate Family of such Person, or (iii) any Person in which such Person or one more members of the Immediate Family of such Person, directly or indirectly, has not less than a five percent (5%) beneficial interest. A Person shall be deemed to control a Person if it and/or any member of the Immediate Family of such Person owns at least five percent (5%) of the ownership interest in such Person or otherwise has the power to direct the management, operations or business of such Person. The term “beneficial owner” or “beneficial interest” is to be determined in accordance with Rule 13d-3 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934; provided, further, in the case of Able Member, it shall include Able and its members; in the case of Talkspan Member, it shall include Talkspan, Inc. and its shareholders; in the case of MetCap Member, it shall include MetCap and its members, and in the case of Glick it shall include its members.

“Agreement” shall mean this Limited Liability Company Agreement of PZT GROUP LLC, as it may be amended from time to time.

“Approved Budget” means the operating budget of the Company approved by the Board of Managers in accordance with Section 5.1(b)(ix) of this Agreement. Capital expenditures which aggregate more than \$25,000 in any single calendar year shall be separately set forth in the Capital Budget.

“Arbitration Notice” is defined in Section 16.1 of this Agreement.

“Capital Account” means, with respect to any Holder, the Capital Account maintained for such Holder in accordance with the following provisions:

(i) To each Holder’s Capital Account there shall be credited (A) such Holder’s capital contributions, (B) such Holder’s distributive share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 9.8 or Section 9.9 hereof, and (C) the amount of any Company liabilities assumed by such Holder or which are secured by any property distributed to such Holder. The principal amount of a promissory note

which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note (or a Holder related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Holder until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2);

(ii) To each Holder's Capital Account there shall be debited (A) the amount of money and the Gross Asset Value of any property distributed to such Holder pursuant to any provision of this Agreement, (B) such Holder's distributive share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 9.8 or Section 9.9 hereof, and (C) the amount of any liabilities of such Holder assumed by the Company or which are secured by any property contributed by such Holder to the Company;

(iii) In the event of a transfer of Units in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to such transfer of Units; and

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Board of Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Holders) are computed in order to comply with such Regulations, the Board of Managers may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any Person pursuant to Article X hereof upon the dissolution of the Company. The Board of Managers also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Holders and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"Capital Budget" shall mean the annual budget of the Company setting forth capital expenditures which aggregate more than \$25,000 in any single calendar year which shall be approved by the unanimous consent of the Members approved in accordance with Section 5.6(a)(i) of this Agreement.

"Capital Contribution" is defined in Section 3.1 of this Agreement.

"Capital Transaction" shall mean (i) a transaction pursuant to which the Company borrows funds (including a refinancing) for the purpose of marketing or distributions

to its Members; (ii) a sale of less than all or substantially all of the assets of the Company other than the sale of inventory in the ordinary course of business; (iii) a condemnation; (iv) a disposition of all or substantially all of the assets of the Company or of any Subsidiary; (v) an insurance recovery (but only to the extent the proceeds of such recovery are not expended by the Company to repair or replace the insured loss; or (vi) or any other transaction which, in accordance with generally accepted accounting principles, is considered capital in nature.

"Certificate" shall mean the Certificate of Formation of the Company.

"Church Groups" means CoGiC, the Assembly of God, the National Baptist Convention and other church groups (collectively,) with whom Able does business and their respective representatives for the purpose of obtaining their support for and participation in the sale of Telecom Services to members of Church Groups with which Able or its affiliates have relations from time to time, including, without limitation, in the promotion and marketing of the Telecom Services to their membership.

"Claimant" shall mean any person who obtains a judgment or asserts a claim against a Member, Manager, Officer or employee, as described in Section 11.1 hereof.

"Closing" is defined in Section 13.6 of this Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"CoGiC" means the Church of God in Christ, Inc. headquartered in Memphis, Tennessee, and its various branches, affiliates and member churches.

"Company" shall mean PZT GROUP LLC.

"Company Minimum Gain" means the amount determined pursuant to the definition of "partnership minimum gain" set forth in Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"Company Sale" means any transaction whether by sale of the Membership Interests, sale of assets, merger, recapitalization, reorganization or otherwise, pursuant to which one or more third parties (other than any Member or its Affiliates prior thereto) shall own in excess of fifty percent (50%) of the Membership Interests or assets of the Company, in each case in a single transaction or series of related transactions.

"Delinquent Holder" shall mean a Holder who fails to pay to the Company as required by Section 9.13 the excess of the withholding tax payment required of such Holder over the amount otherwise distributable to such Holder.

"Depreciation" means, for each taxable year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such taxable year, except that (1) with respect to any asset whose Gross Asset Value differs from its adjusted basis for federal income tax purposes and the difference is being eliminated by use of the "remedial method" defined by Section 1.704-3(d) of the Regulations, Depreciation for

such year shall be the amount of book basis recovered for such taxable year under the rule described by Section 1.704-3(d)(2) of the Regulations, and (2) with respect to any other asset whose Gross Asset Value differs from its adjusted basis for federal income tax purposes at the beginning of such taxable year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such taxable year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such taxable year is zero, Depreciation shall be determined with reference to such beginning Gross Asset value using any reasonable method selected by the Board of Managers.

"Drag Along Group" is defined in Section 14.1 of this Agreement.

"Drag Along Interest Portion" is defined in Section 14.1 of this Agreement.

"Entity" shall mean any general partnership, limited partnership, corporation, limited liability company or partnership, joint venture, trust, business trust, cooperative or association or other legal entity.

"Fair Market Value" is defined in Section 13.4 of this Agreement.

"Fiscal Year" of the Company shall mean the calendar year or such other period of 365 or 366 days selected by the Board of Managers.

"Glick" means Glick Holdings, LLC, a _____ limited liability company.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Board of Managers.

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined by the Board of Managers as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), provided that an adjustment described in clauses (A) and (B) of this paragraph shall be made only if the Board of Managers reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any item of Company assets distributed to a Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined by the Board of Managers; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of "Net Profits" and "Net Losses" or Section 9.8(g) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Net Profits and Net Losses.

"HLG" means HLG Telco, LLC, a Florida limited liability company and its permitted successors and assigns.

"Holder" means a person who holds a Membership Interest.

"Immediate Family" shall mean, with respect to any individual, such individual's spouse, parents, children (natural and adopted), stepchildren and grandchildren, and trusts or similar entities more than 51% of which are owned by any one or more of the foregoing or of which a trustee is any one or more of the foregoing.

"Indemnatee" shall mean any Manager or Member against whom a Claimant makes a claim.

"Initial Period" means the 120 day period commencing from the date on which the Company first commences operations as a provider of Telecom Services to a Subscriber.

"Judicial Review" is defined in Section 7.5 of this Agreement.

"Licensure Commencement Date" means the earliest date of which the Company or one of its Subsidiaries entered into a local exchange agreement with an Incumbent Local Exchange Carrier so as to permit the Company or one of its Subsidiaries to provide telephony services to customers.

"Major Decision" is defined in Section 5.6 of this Agreement.

"Majority-in-Interest of the Members" shall mean the Member or Members who hold more than fifty percent (50%) of the votes allocated in accordance with Section 6.5.

"Manager" or "Managers" is defined in Section 5.1 of this Agreement.

"Member" shall mean individually any person admitted as an original member of the Company or transferee of a Member's interest who is admitted as a substitute Member.

"Member Group" shall mean the Able Member Group and the Talkspan Member Group, respectively.

"Member Nonrecourse Debt" shall have the meaning ascribed to "partner nonrecourse debt" in Regulation Section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

"Member Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

"Members" shall mean collectively all persons admitted as an original Member of the Company or transferees of Member's interests admitted as substitute Members.

"Membership Interest" shall mean an interest of a Member in the Company.

"Metcap Manager" is defined in Section 5.1(a) below.

"MetCap Member" means MC-PZT LLC, a Delaware limited liability company, and its permitted successors and assigns.

"Necessary Funds" shall mean any and all funds which are required to: (i) pay bills arising in the ordinary course of the business of the Company, (ii) to pay for the acquisition of furniture, fixtures and equipment to operate the businesses of the Company and its subsidiaries and establish reasonable reserves for capital improvements, and (iii) pay debt service with respect to Company borrowings.

"Net Cash Flow" shall mean all cash receipts of the Company and its subsidiaries in any fiscal year from whatever source derived (other than from Capital Transactions), including, without limitation, from operations, capital contributions made by the Members, received as distributions from subsidiaries, and any amount disbursed from any reserves, reduced by all expenses of operating the Company, debt repayment (other than debt repayment out of the proceeds of a Capital Transaction), amounts expended for the acquisition of capital assets and by such reserves for the operation and expansion of the Company's business, including acquisition of additional business, as the Board of Managers shall determine in accordance with the Approved Budget and Capital Budget from time to time.

"Net Proceeds of a Capital Transaction" The proceeds received by the Company in connection with a Capital Transaction after payment of all costs and expenses incurred by the Company in connection with such Capital Transaction, including, without limitation, brokers' commissions, loan fees, loan payments, other closing costs and, if the Capital Transaction is a financing or refinancing, after the payment of any Company indebtedness intended to be repaid out of such financing or refinancing.

"Net Profits" or **"Net Losses"** shall mean an amount equal to the Company's taxable income or loss for any taxable year determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss) with the following adjustments:

(1) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition of **"Net Profits"** and **"Net Losses"** shall be added to such taxable income or loss;

(2) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition of **"Net Profits"** or **"Net Losses"** shall be subtracted from such taxable income or loss;

(3) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than a complete liquidation of a Holder's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses; and

(4) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Sections 9.8 and 9.9 hereof shall not be taken into account in computing Net Profits or Net Losses.

The items of Company income, gain, loss or deduction available to be specially allocated pursuant to Sections 9.8 and 9.9 hereof shall be determined by applying rules analogous to those set forth in clauses (1) through (4) above

"Nonrecourse Deductions" shall have the meaning set forth in Regulation Section 1.704-2(b)(1).

"Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"Offer Period" is defined in Section 13.1 of this Agreement.

"Offered Units" is defined in Section 13.1 of this Agreement.

"Offering Notice" means the notice to be given by the Company to the Voting Members in accordance with Article XIII of this Agreement when the Company proposes to offer certain Units for sale.

"Person" shall mean any individual or Entity and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so permits.

"Prayztel" means Prayztel Communications LLC, the Delaware limited liability company wholly owned by the Company.

"Pre-100,000 Measurement Period" has the meaning set forth in Section 9.1(a)(3)(C) of this Agreement.

"Preferred Return" shall mean a return accruing on the average daily balance of each Member's Unrecouped Capital Contributions at a daily rate based upon the floating Prime Rate in effect during such period, compounded annually. In the event capital contributions shall have been made on multiple dates, for purposes of calculating the Preferred Return: (a) distributions pursuant to Section 9.1(a)(2) shall be applied to reduce Unrecouped Capital Contributions in the order funded, and (b) distributions pursuant to Section 9.1(a)(1) shall first be applied to reduce the Unpaid Preferred Return for the earliest tranche of Unrecouped Capital Contributions, and then to subsequent tranches in the order made.

"Presumed Company Tax Liability" shall, as to each fiscal year, be deemed to be equal to the product of (i) the excess, if any, of the cumulative amount of the items of Company income and gain reported or reportable on the Members Schedule K-1 (IRS Form 1065) with respect to the Company over the sum of the Company items of deduction and loss reported or reportable on a Holder's Schedules K-1 with respect to the Company, and (ii) the highest combined marginal United States federal, state and local tax rates applicable to a Member of the Company for such fiscal year taking into account the residence of each of the Members (or if a Member is an entity, its members, partners or shareholders) and the jurisdiction to which Company's taxable income is applicable for non-resident income tax purposes. Once such highest marginal rate is determined it shall be applicable to all Members regardless of any particular Member's actual place of residence. A Holder's Presumed Company Tax Liability shall be reduced, dollar for dollar, for any tax credits allocable to such Holder from the Company and any tax losses and deductions previously allocated to such Holder. Special allocations for tax purposes shall be disregarded in calculating the Presumed Company Tax Liability.

"Retroactive Election" has the meaning set forth in Section 9.1(a)(3)(C) of this Agreement.

"Prime Rate": (a) the rate of interest designated by Wachovia Bank to be in effect from time to time as its "Prime Rate", or (b) if no such rate of interest shall be in effect, the rate published in the "Money Rates" section of *The Wall Street Journal* from time to time as the prime commercial lending rate; provided, that in the event the Bank shall not designate a rate of interest as its Prime Rate and *The Wall Street Journal* shall not publish such prime commercial lending rate shall not be so published, a commercially reasonable alternative reference shall be utilized as the prime commercial lending rate as determined by the Board of Managers.

"Proposed Transferor" is defined in Section 13.1 of this Agreement.

"Regulations" shall mean the income tax regulations promulgated from time to time by the U.S. Department of the Treasury.

"Regulatory Allocations" shall mean such special allocations of items of income, gain, loss or deduction as may be necessary to eliminate the effects of any special allocations or adjustments to the Capital Accounts of the Holder pursuant to Sections 704(b) or 704(c) of the Code and any regulations promulgated thereunder.

"Related Party" shall have the meaning set forth in Section 11.1 of this Agreement.

"Remaining Members" is defined in Section 13.1 of this Agreement.

"Retroactive Election" has the meaning set forth in Section 9.1(3)(c).

"Sale Request" is defined in Section 14.1 of this Agreement.

"Secretary" shall have the meaning set forth in Section 7.5.

"Securities Act" shall mean the Securities Act of 1933.

"Seller" is defined in Section 14.1 of this Agreement.

"Subscriber" means the number of plain old telephone lines or the deemed equivalent number of line for other types of lines (as set forth in Schedule C annexed hereto) with respect to which customers of the Company are making payments to the Company in accordance with its registered tariffs.

"Subsidiary" means an Entity of which the Company owns more than fifty percent (50%) in terms of value, voting control or managerial control; provided, however, the term Subsidiary shall not include an Entity acquired by the Company from a third party unless the Company owns one hundred percent (100%) of the equity in such Entity in terms of value and voting control.

"Substitute Member" means any Person (a) to whom a Member (or Assignee thereof) Transfers all or any part of its Membership Interest and (b) which has been admitted to the Company as a Substitute Member pursuant to Section 8.5 of the main body of this Agreement.

"Tag-Along Members" is defined in Section 14.4.

"Tag-Along Notice" is defined in Section 14.4.

"Tag-Along Member" is defined in Section 14.4.

"Talkspan" means Talkspan, Inc., a New York corporation.

"Talkspan Manager" is defined in Section 5.1(a).

"Talkspan Member" means _____ and its permitted successors and assigns.

"Talkspan Member" Group means collectively Talkspan Member, Metcap Member and their respective permitted successors and assigns.

"Tax Audit" is defined in Section 7.5 of this Agreement.

"Tax Matters Partner" is defined in Section 7.5 of this Agreement.

"Telecom Services" means telecommunications and data communications services, including home and business local and long distance telephone service, wireless telephone service, prepaid calling cards, VoIP, DSL, E-rate, internet and data transmission services, and other wired and wireless communications services, the sale of wireless communication devices and the sale of subscriptions of other wireless providers to customers and such other services related to voice and data communications and transmission that may be offered from time to time.

"Transfer" means, with respect to any Membership Interest, a sale, conveyance, exchange, assignment, pledge, encumbrance, gift, bequest, hypothecation, or other transfer or disposition by any other means, whether for value or not and whether voluntary or involuntary (including, without limitation, by operation of law), or an agreement to do any of the foregoing. Used as a verb, the term shall mean effecting any of the foregoing.

"Transfer Notice" is defined in Section 13.1 of this Agreement.

"Unpaid Preferred Return" means as to each Member the excess of the Preferred Return accrued with respect to such Member's Unrecouped Capital Contributions over the aggregate distributions made to such Member pursuant to Section 9.1(a)(1).

"Unrecouped Capital Contributions" means as to any Member, the actual cash contributed by such Holder (or such Holder's predecessor), plus the amount of Company expenses paid by or on behalf of such Member pursuant to Section 3.1(b) of this Agreement, reduced by the aggregate distributions made to such Holder pursuant to Section 9.1(b) of this Agreement.

"Voting Members" means Members granted to right to vote on matters which come before the Members pursuant to Section 6.5 of this Agreement.

II. FORMATION

2.1 **Formation; Name; Office.** The Members have caused to be formed a Delaware limited liability company, under and pursuant to the laws of the State of Delaware, to be conducted under the name "PZT GROUP LLC" or such other name as the Board of Managers shall determine. The Company may operate its business under one and more trade names, including, without limitation, "PrayZtel". The principal office of the Company shall be c/o Able Partners, LLC, 1930 Harrison Street, Suite 605, Hollywood, Florida 33020, or such other place or places as the Board of Managers may from time to time designate.

2.2 Purposes. The purposes for which the Company has been formed are:

- (a) to offer Telecom Services to Church Groups; and
- (b) to engage in all activities necessary, customary, convenient or incidental to any of the foregoing.

2.3 Term. The term of the Company began on the date of filing of the Certificate (as hereinafter defined), and shall end on the earlier of: (i) A date established by the unanimous vote of the Members entitled to vote; or (ii) by the Board of Managers on or before February 28, 2009 if the Company does not have 25,000 Subscribers by December 31, 2008; (ii) by the Board of Managers within sixty (60) days of the end of any consecutive three calendar month period commencing after the Licensure Commencement Date during which the average daily number of Subscribers is less than 25,000; (iii) after the Initial Period by the Board of Managers or the vote of a Majority-in-Interest of the Members if the Company incurs a deficit in its Net Cash Flow (determined without regard to Capital Contributions made by and distributions made to the Members during such period) for any consecutive four month period; (iv) 180 days following the date of the disposition of all, or substantially all, of the assets of the Company and its Subsidiaries. For purposes of this Section 2.3, (a) a transfer of any property to another Entity in exchange for ownership interests therein constituting more than fifty percent (50%) of the outstanding voting rights and equity of such Entity, (b) the conversion of the Company to a corporation, however effectuated, or (c) the merger of the Company into a limited liability company formed under the laws of another jurisdiction for the principal purposes of changing the Company's state of organization, shall not constitute a disposition of all, or substantially all, of the assets of the Company.

2.4 Filing of Certificate of Formation. The organizer of the Company has (i) executed the Certificate in accordance with the Act and (ii) caused the Certificate to be filed with the Department of State of the State of Delaware.

2.5 Registered Office and Registered Agent. The Registered Office and Registered Agent of the Company shall be as designated in the Certificate or any amendment thereof. The initial registered agent is Corporation Service Company. The Registered Office and/or Registered Agent may be changed by the Board of Managers from time to time. Any such change shall be made in accordance with the Act. If the Registered Agent shall ever resign, the Company shall promptly appoint a successor.

III. CAPITAL CONTRIBUTIONS, UNIT CERTIFICATES

3.1 Capital Contributions.

(a) The Able Member Group and Talkspan Member shall make the initial capital contributions set forth on Schedule A.

(b) As set forth in the Approved Budget, the Talkspan on behalf of the Talkspan Member and Able on behalf of the Able Member Group shall fund all necessary funds and/or provide equipment and shared staff and facilities, at actual cost, pro rata based upon a 60/40 split (until the provisions of Section 9.1(a)(3)(B) become applicable to distributions of Net

Cash Flow, and thereafter each shall provide 50% percent of such Necessary Funds (some of which may be provided by MetCap for the account of the Talkspan Member). If Able Member makes the Retroactive Election in accordance with Section 9.1(a)(3)(C) of this Agreement, Able Member Group must thereafter advance first funds, if required, so that the Unrecouped Capital Contributions of the Able Member Group and of the Talkspan Member shall become equal as quickly as possible.

(c) Anything herein to the contrary notwithstanding, the aggregate Capital Contributions of the Members required to be made pursuant to the preceding paragraphs (a) and (b) shall not exceed \$250,000.00; provided however, if the aggregate Capital Contributions made on behalf of Talkspan Member exceeds \$125,000 and thereafter a Retroactive Allocation is made by Able Member, such maximum shall be increased to 200% of the aggregate Talkspan Member Capital Contributions.

(d) Except as provided in this Section 3.1, no Member shall be obligated to make Capital Contributions to the Company.

(e) In lieu of Able Member and Talkspan Member making additional capital contributions, Talkspan Member may elect to require the Board of Managers to cause the Company to obtain third party financing at prevailing market rates to provide Necessary Funds. The Company may cause Able Member and Talkspan Member to guaranty such third party financing, provided, however, the amount of such guarantees together with capital contributed by Able member and Talkspan Member shall not exceed the maximum required capital contributions required by each under this Agreement and such loans shall be repaid, or reserves established for such repayment prior to the making of any distributions pursuant to Section 9.1(a)(3).

3.2 Loans to Company. The Board of Managers is hereby authorized from time to time to borrow such funds and on such commercially reasonable terms and conditions as the Board of Managers shall determine is required by the Company for the operation of its business in accordance with an Approved Budget or Capital Budget, respectively and as applicable, as may exist from time to time.. Any such borrowing which is not from an institutional lender shall first be offered on the same terms and conditions to the Members.

3.3 Members' Liability. Except as otherwise provided in this Agreement, the liability of the Members, as such, shall be limited to the amount of capital contributions that they have made or are obligated to make in accordance with, and subject to, the provisions of this Article III.

3.4 Interest. Except as otherwise provided in this Agreement, no Member shall receive any interest on his capital contributions to the Company.

3.5 Uses of Capital Contributions. Any funds received by the Company shall be utilized by the Company for Company purposes.

3.6 Withdrawal of Capital. No Member shall have the right to withdraw any part of its capital contributions prior to the liquidation and termination of the Company pursuant to Article X hereof, unless such withdrawal is provided for in this Agreement.

3.7 Additional Obligations of Able and Talkspan.

(a) Responsibilities of Able Member. Able Member will use its best efforts to introduce the Company to Church Groups with whom Able and its Affiliates do business and the respective representatives of the Church Groups for the purpose of obtaining their support for and participation in the sale of Telecom Services to members of Church Groups with which Able or its Affiliates have relations from time to time, including, without limitation, in the promotion and marketing of the Telecom Services to their membership.

(b) Responsibilities of Talkspan Member. Talkspan Member shall (with the direct actual provable cost charged to the Company) obtain and maintain in good standing such licensure, permits, approvals and consents from all governmental and/or quasi-government agencies having jurisdiction as may be required in order for the Company to provide the Telecom Services covered by this Agreement and will provide all necessary technological support. Talkspan Member shall prepare and distribute to the Board of Managers for consideration a preliminary budget showing the projected expenses during the first year of operation and a capital budget setting forth the capital expenditures required to be made to establish the Company and enable it to operate in accordance with the operating budget, subject to approvals as contemplated in this Agreement.

IV. CONFIDENTIALITY; NON-SOLICITATION; NON-COMPLETE

4.1 Confidentiality and Non-Solicitation.

(a) Able shall cause to be delivered to the Company and the other parties hereto introductions to various representatives of the Church Groups and otherwise divulge, reveal and communicate with memberships of the Church Groups to become patrons or customers of the Company with regard to the Telecom Services contemplated herein. The Members acknowledge that such information is "confidential information", for all purposes, and acknowledges that same is the exclusive property of Able and is material, confidential and greatly affects the good will and effective and successful conduct of Able's (and its affiliates') other business ventures with Church Groups. The Members covenant and agree that they will not at any time, directly or indirectly, divulge, reveal or communicate any of that confidential information to any person, firm, corporation, or other entity whomsoever, or use any such confidential information for its own benefit or for the benefit of others except with regard to the business contemplated by the Company.

(b) Except as otherwise expressly set forth herein, each Member and Holder agrees that :

(1) Such Member shall never reveal or make use of the Company's confidential information, which is its sole property and includes, but is not limited to the Company's customer lists, qualified prospective customer lists, sales and marketing information, customer account records, training and operations material, memoranda, personnel records, code books, pricing information, financial information, techniques, systems, tools, forms, plans, data, specifications, software and methods, including all of their physical

embodiments and copies. At any time at the Company's request, such by such Member shall promptly deliver to the Board of Directors all papers, documents, writings and other tangible materials produced by such Member coming into such Person's possession by or through such Person's relationship with the Company or containing confidential information, and such Person agrees that all such materials will at all times remain the Company's property.

(2) For such time as such Person is a Member and for a period of two (2) years thereafter, he or she shall not, directly or indirectly, solicit the Company's employees for employment with any Person or firm other than the Company.

(c) Notwithstanding anything contained herein to the contrary, and as a material inducement to Able to enter into that certain letter of intent dated November 16, 2007 and this Agreement, the Members acknowledge that the relationships established by Able (and its Affiliates) with the Church Groups shall at all times be treated as confidential and remain the property rights of Able and except for the business to be conducted by the Company and its Subsidiaries regarding TeleCom Services to be provided to the Church Groups (and their members), in no event shall any Person (other than Able and its Affiliates) hereafter, directly or indirectly, engage in any other venture, business arrangement or profit from dealings with the Church Groups without Able's prior written consent, which consent may be arbitrarily withheld at its sole discretion. In the event of any conflict or ambiguity by and between the terms and provisions of this paragraph or any other provision of this Agreement, this paragraph shall control to the extent of any conflict or ambiguity.

4.2 Non-Compete.

(a) Neither the Members nor any Affiliates of Members shall directly or indirectly engage in the provision of Telecom Services to the members of Church Groups. Nothing herein shall prohibit any Person from engaging in other ventures unrelated to the business of providing Telecom Services to Church Groups or any Person providing any Telecom Services to other groups and no Member shall have any claim to participate in the profit therefrom. The Members acknowledge that Able is currently in the business of providing a variety of services and products to Church Groups and will continue to do so, and Talkspan currently is in the business of providing Telecom Services and may continue to do so and the fact that an existing or future customer of Talkspan may be a member of a Church Group shall not violate the terms of this non-compete so long as such customer did not arise from a targeted solicitation of Church Groups and their members.

(b) For such time as such Person is a Member and for a period of two (2) years thereafter, such Member shall not, directly or indirectly, solicit the Company's customers, or (ii) any prospective customers of the Company, if such prospects were known to the Member during such Person's relationship with the Company, for the purpose of inducing such customers or prospective customers to purchase Telecom Services.

(c) For such time as such Person is a Member and for a period of two (2) years thereafter, such Person will not engage or participate, directly or indirectly (as an owner, employee, director, consultant or otherwise), in any business enterprise that shall be engaged in the business of providing Telecom Services. Notwithstanding the foregoing, no

Member shall be treated as engaging or participating in a business enterprise solely by reason of owning an equity interest of less than two percent (2%) of the capital and profits of a corporation, company or other entity.

V. MANAGEMENT OF THE COMPANY; CONFLICTS OF INTEREST

5.1 Management of the Company; General Powers.

(a) Except as otherwise provided herein, the power and authority to manage the affairs of the Company and to do all things reasonably necessary to carry on the business of the Company shall be vested in a Board of Managers consisting of one or more persons appointed in accordance with paragraph (d) below as a manager (each a "Manager"). The Board of Managers shall consist of three (3) members, one (1) appointed by the MetCap Member (the "Metcap Manager"), who shall be the chairman of the Board of Managers, and one (1) appointed by Able Member (the "Able Manager") and one (1) appointed by the Talkspan Member (the "Talkspan Manager"). The Board of Managers may not increase or decrease its size without the unanimous consent of the Members.

(b) Except as otherwise provided herein (and with respect to those actions requiring approval of the Members only once such approval has been obtained), the Board of Managers, acting by majority vote, are hereby authorized to take any and all actions on behalf of the Company and shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business of the Company, including, without limitation, the power to:

(i) execute and deliver on behalf of the Company, documents required or appropriate to effectuate, evidence, secure and perfect, and to take any and all actions required to consummate, the transactions contemplated in Section 2.2 on such terms and conditions (subject, however, to any approval of the Members required herein) as the Board of Managers shall approve, such approval to be conclusively evidenced by the execution and delivery thereof;

(ii) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose of any assets of the Company;

(iii) open one or more depository (interest and/or non-interest earning) accounts and make deposits into and checks and withdrawals against such accounts;

(iv) borrow money, incur liabilities, and other obligations in connection with the acquisition, development and operation of and properties or businesses of the Company;

(v) enter into any and all agreements and execute any and all contracts, documents and instruments in connection with the acquisition, ownership and operation, improvement, development, leasing, financing or sale of the assets of the Company;

(vi) engage employees and agents, define their respective duties, and establish their compensation or remuneration;

(vii) appoint and remove Officers of the Company to manage its day to day activities;

(viii) obtain on behalf of the Company insurance covering the business and affairs of the Company and its property and to determine the compensation and other employee benefits to be paid to such Officers;

(ix) approve the annual operating budget of the Company;

(x) approve the financial terms with any Church Groups;

(xi) form subsidiary companies to provide the Telecom Services in different states or to provide separate lines of the Company's business;

(xii) determine the products and services to be provided by the Company and the prices to be charged therefore;

(xiii) terminate the Company as provided in clauses (ii), (iii) and (iv) of Section 2.3 of this Agreement;

(xiv) subject to the provisions of Article XV hereof, issue to investors equity interests in the Company at prices to be determined by the Board of Managers; and

(xv) commence, prosecute or defend any proceeding in the name of the Company.

(c) The following decisions by the Board of Managers shall require the Unanimous Consent of the Board:

(i) The making of aggregate capital calls from the Members in excess of the maximum amount permitted under Section 3.1(c); and

(ii) The adoption by the Company as a member of a limited liability company agreement for any Subsidiary having the same governance provisions as set forth in this Agreement.

(d) Whenever the Company is required to act or consent in its capacity as a member of one of its subsidiaries, including, without limitation, the Company shall act or consent by the actions of its Board of Managers and officers, but only if the requisite approval required hereunder of its Members or Board of Managers, as the case may be, is obtained. Once such requisite approval has been obtained the President and such other officers as may be authorized to act or behalf of the Company, and may cause the Company to act or consent to action in its capacity as a member of a Subsidiary.

(e) Each Subsidiary shall have a five (5) member board of managers, one of whom shall be appointed and shall be removable by the Metcap Manager; two of whom shall be appointed and removable by the Able Manager; and two of whom shall be appointed and removable by the Talkspan Manager.

(f) Any person dealing with the Company or the Board of Managers may rely upon a certificate signed by a Manager as to:

- (1) the identity of the Managers and the Managers' authority;
- (2) the existence or non-existence of any facts which are in any manner related to the affairs of the Company;
- (3) the persons who are authorized to execute and deliver any instrument or document of the Company; and
- (4) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

(g) The Members and Board of Managers hereby approve the initial combined operating budget of the Company and Prayztel annexed hereto as Schedule D.

5.2 Officers.

(a) Executive and Other Offices. The Board of Managers shall designate one or more officers of the Company (each an "Officer" and collectively, the "Officers") for the purpose of managing the day-to-day operations of the Company. The Officers shall have the powers set forth in this Agreement. The Company shall have a President, a Secretary, and a Treasurer. The Board of Managers shall designate who shall serve as chief executive officer, who shall have general supervision of the business and affairs of the Company, and may designate a chief operating officer, who shall have supervision of the day to day operations of the Company and a chief financial officer who shall oversee the daily financial affairs of the Company. In the absence of any designation, the Chairman of the Board of Managers shall serve as chief executive officer. The Company may also have one or more Vice-Presidents, assistant officers, and subordinate officers as may be established by the Board of Managers. A person may hold more than one office in the Company, except that no person may serve concurrently as both President and Vice-President of the Company. The Officers may also be, but do not need to be, Managers of the Company. During the Initial Period, Paul Leight shall serve as President and Bruce Teitelbaum shall serve as Chief Executive Officer.

(b) President. In general, the President shall perform such other duties customarily performed by a president of a corporation and shall perform such other duties and have such other powers as are from time to time assigned to him or her by the Board of Managers.

(c) Vice-Presidents. The Vice-President or Vice-Presidents, at the request of the Board of Managers or the President, or in the President's absence or during his or her inability to act, shall perform the duties and exercise the functions of the President, and when

so acting shall have the powers of the President. If there be more than one Vice-President, the Board of Managers may determine which one or more of the Vice-Presidents shall perform any of such duties or exercise any of such functions, or if such determination is not made by the Board of Managers, the President may make such determination; otherwise any of the Vice-Presidents may perform any of such duties or exercise any of such functions. Each Vice-President shall perform such other duties and have such other powers, and have such additional descriptive designations in their titles (if any), as are from time to time assigned to them by the Board of Managers or the President.

(d) Secretary. The Secretary shall keep the minutes of the meetings of the Members, of the Board of Managers and of any committees, in books provided for the purpose; he or she shall see that all notices are duly given in accordance with the provisions hereof or as required by law; he or she shall be custodian of the records of the Company; he or she may witness any document on behalf of the Company, the execution of which is duly authorized, see that the Company seal is affixed where such document is required or desired to be under its seal, and, when so affixed, may attest the same. In general, the Secretary shall perform such other duties customarily performed by a secretary of a corporation, and shall perform such other duties and have such other powers as are from time to time assigned to him or her by the Board of Managers.

(e) Treasurer and Chief Financial Officer The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Company, and shall deposit, or cause to be deposited, in the name of the Company, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Managers; he or she shall render to the Board of Managers, whenever requested, an account of the financial condition of the Company. In general, the Treasurer shall perform such other duties customarily performed by a treasurer of a corporation, and shall perform such other duties and have such other powers as are from time to time assigned to him or her by the Board of Managers.

(f) Assistant and Subordinate Officers. The assistant and subordinate officers of the Company are all officers below the office of Vice-President, Secretary, or Treasurer. The assistant or subordinate officers shall have such duties as are from time to time assigned to them by the Board of Managers.

(g) Election, Tenure and Removal of Officers. The Board of Managers shall elect the Officers of the Company; *provided*, that at the execution of this Agreement and through the Initial Period, the initial Officers of the Company shall be as set forth in Schedule B of this Agreement. The Board of Managers may from time to time authorize any committee or Officer to appoint assistant and subordinate officers. Election or appointment of an Officer, employee or agent shall not of itself create contract rights. All Officers shall be appointed to hold their offices, respectively, during the pleasure of the Board of Managers. The Board of Managers (or, as to any assistant or subordinate officer, any committee or Officer authorized by the Board of Managers) may remove an Officer at any time. The removal of an Officer shall not prejudice any of his or her contract rights. The Board of Managers (or, as to any assistant or subordinate officer, any committee or Officer authorized by the Board of Managers) may fill a vacancy which occurs in any office for the unexpired portion of the term.

(h) Compensation. The Board of Managers shall have power to fix the salaries and other compensation and remuneration, of whatever kind, of all Officers of the Company. No Officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Manager or Member of the Company. The Board of Managers may authorize any committee or Officer, upon whom the power of appointing assistant and subordinate officers may have been conferred, to fix the salaries, compensation and remuneration of such assistant and subordinate officers. The Compensation of the Chairman of the Board of Managers shall be \$200,000 per annum, payable monthly in arrears, provided, however, such salary shall accrue until such time as the Company has sufficient Net Cash Flow from operations without the need for Members to make Capital Contributions to pay such salary.

(i) Church Group Liaison. The Board of Managers will employ a person selected from one or more persons recommended by Able to be the Church Group liaison and to have such other duties as the parties shall agree. The Members and Board of Managers agree that Jerry L. Maynard, II is to be employed by Prayztel to fill such role.

5.3 Board of Managers Election and Meetings.

(a) Election and Tenure of Managers. Each person appointed as Manager from time to time shall remain the Managers unless and until the Member who appointed such Manager shall remove and replace such Manager.

(b) Removal of Managers. Except as otherwise provided in this paragraph (b), the Manager appointed by MetCap Member may only be removed by MetCap Member or its successor in interest. The Managers appointed by Able Member may only be removed by Able Member or its successors-in-interest. The Managers appointed by Talkspan Member may only be removed by Talkspan Member or its successors-in-interest. Notwithstanding the foregoing, if any Manager shall violate the confidentiality provisions of Section 4.1 of this Agreement, shall steal or embezzle funds from the Company, any of its subsidiaries or any of the Church Groups, or shall be convicted of a felony or make a plea of guilty or no contest thereto, such Manager may be removed by the vote of a Majority-in-Interest of the Members, in which case the Member would have had the right to appoint and remove such Manager but for this proviso shall have the right to appoint a replacement Manager.

(c) Vacancy on Board of Managers. If there shall be a vacancy in the Board of Managers, the Member or the successor to the Member who appointed the Manager whose position has been vacated shall appoint the successor Manager.

(d) Regular Meetings. After each meeting of the Members at which Managers shall have been elected, the Board of Managers shall meet as soon as practicable for the purpose of organization and the transaction of other business. In the event that no time and place are specified by resolution of the Board of Managers or the President (with notice in accordance with Section 17.4 hereof), the Board of Managers shall meet promptly following the close of, and at the place of, such Members meeting. Any other regular meeting of the Board of Managers shall be held on such date and at any place as may be designated from time to time by the Board of Managers.

(e) Special Meetings. Special meetings of the Board of Managers may be called at any time by the President or by a majority of the Board of Managers by vote at a meeting, or in writing with or without a meeting. A special meeting of the Board of Managers shall be held on such date and at any place as may be reasonably designated from time to time by the Board of Managers. In the absence of a designation, such meeting shall be held at such place as may be designated in the call.

(f) Notice of Meeting. The Secretary shall give written notice in accordance with Section 17.4 of this Agreement to each Manager of each regular and special meeting of the Board of Managers given at least ten (10) business days prior to the scheduled date for such meeting. The notice shall state the time and place of the meeting. Unless a resolution of the Board of Managers provides otherwise, the notice need not state the business to be transacted at or the purposes of any regular or special meeting of the Board of Managers. No notice of any meeting of the Board of Managers need be given to any Manager who attends, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, or to any Manager who, in a writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Managers, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

(g) Action by Managers. Unless this Agreement requires a greater proportion, the action of a majority of the Managers is action of the Board of Managers. A majority of the entire Board of Managers shall constitute a quorum for the transaction of business. In the absence of a quorum, the Managers present by majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum shall be present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. Any action required or permitted to be taken at a meeting of the Board of Managers may be taken without a meeting, if a written consent which sets forth the action is signed by at least a majority of the members of the entire Board of Managers, and is filed with the minutes of proceedings of the Board of Managers.

(h) Meeting by Conference Telephone. Members of the Board of Managers may participate in a meeting by means of a conference telephone, video conference or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting.

5.4 Outside Interests. Subject to the terms of Article IV of this Agreement, each Member and Manager may engage in, invest in, participate in or otherwise enter into other businesses or ventures of any kind, nature and description, alone or with others.

5.5 Conflicts of Interest.

(a) The Board of Managers may employ on behalf of the Company such persons, firms or corporations as the Board of Managers, in its discretion, deems advisable

for the operation and management of the business of the Company on such terms and for such compensation, as the Board of Managers may determine. Any such person or entity may also be separately employed or retained by a Manager, the Members or any other Affiliates.

(b) The fact that a Member (including a Manager) or any of such person's relatives, business affiliates or associates (or, in the case of a corporate Member, its officers, directors or shareholders) is directly or indirectly interested in or connected with any person, firm or corporation employed by the Company or from whom the Company may buy merchandise, services or other property, shall not prohibit the Board of Managers from employing, or from dealing with, such person, firm or corporation on behalf of the Company, if the compensation, price or fee therefore is comparable and competitive with the compensation, price or fee therefore chargeable by an unaffiliated person who is rendering comparable services or selling or leasing comparable goods to entities conducting businesses similar to that conducted by the Company, subject to the express terms of this Agreement, including without limitation, Section 4.2(b) hereof.

5.6 Actions Requiring Membership Approval.

(a) Any provision contained in this Agreement to the contrary notwithstanding, no act shall be taken, sum expended, decision made, obligation incurred or power exercised by the Board of Managers or any officer on behalf of the Company except with the unanimous consent of the Members with respect to:

(i) The approval of the Capital Budget of the Company and its Subsidiaries, or any amendments or modifications thereto which increase the capital expenditures required to be set forth in the Capital Budget;

(ii) The approval of any additional borrowings by the Company or any Subsidiary, other than (1) unsecured borrowings not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) the terms of which borrowing and the use of proceeds of which shall be in accordance with the Approved Budget, or (2) any refinancing or restructuring of any loan or any successor financing where the proceeds of such refinancing do not exceed the outstanding balance of the prior financing plus transactions costs;

(iii) The approval of any contract between the Company or any Subsidiary and a Member or any party Affiliate of a Member and approval of any amendment or modification to, or waiver of a provision of, any such contract (for purposes of this paragraph (b) the hiring of Troutman Sanders LLP to provide legal services and the hiring of Mullah Furman to provide tax return preparation services is deemed approved);

(iv) The merger or consolidation of the Company with any other Entity (other than a Subsidiary), the sale of all or substantially all of the assets of the Company (other than to one or more Subsidiaries) or the liquidation or dissolution of the Company, the acceptance or rejection of any offer or proposal by a third party regarding such a transaction and the approval of the terms of any such sale, disposition, merger, consolidation, liquidation or dissolution;

(v) The merger or consolidation of a 25% Subsidiary with any other Entity (other than another Subsidiary or with the Company), the sale of all or substantially all of the assets of the Company (other than to the Company or one or more other Subsidiaries) or the liquidation or dissolution of a Subsidiary (unless the Company or another Subsidiary is the sole member or shareholder thereof), the acceptance or rejection of any offer or proposal by a third party regarding such a transaction and the approval of the terms of any such sale, disposition, merger, consolidation, liquidation or dissolution.

(vi) The filing any petition in bankruptcy or reorganization or instituting any other type of bankruptcy, reorganization or insolvency proceeding with respect to the Company or a 25% Subsidiary, or consenting to the institution of involuntary bankruptcy, reorganization or insolvency proceedings with respect to the Company or a 25% Subsidiary, the admission in writing by the Company or a 25% Subsidiary of its inability to pay its debts generally as they become due or the making by the Company or a 25% Subsidiary of a general assignment for the benefit of its creditors;

(vii) The making a distribution to the Members not in accordance with Section 9.1 of this Agreement;

(viii) The confession of a judgment against the Company or a 25% Subsidiary in connection with any threatened or pending legal action or settling any uninsured claim against the Company or such Subsidiary, other than claims that are expressly provided for in the Approved Budget then in effect, that involve a payment by the Company of more than Fifteen Thousand and No/100 Dollars (\$15,000.00) (with an aggregate limit of Thirty Thousand and No/100 Dollars (\$30,000.00) per year);

(ix) The acquisition on behalf of the Company or a Subsidiary, whether by purchase, lease or otherwise, any real property or any interest therein, other than an operating lease of premises to conduct the business of the Company or the Subsidiary or to store its equipment for a term not exceeding three (3) years unless terminable on no more than six (6) months notice with no cost or penalty in excess of \$5,000.00;

(x) The lending of any funds of the Company or a Subsidiary, other than advancing credit to customers in the ordinary course of business;

(xi) The encumbrance, or approval of or consent to the encumbrance of, any assets of the Company or any Subsidiary (except and only to the extent set forth in the Approved Budget) other than with respect to financing of equipment purchases in the ordinary course of the business of the Company or such Subsidiary secured solely by such equipment;

(xii) The approval of or consent to any obligation of the Company to be cross-defaulted with any non-Company obligation (including the obligation of a Subsidiary), or the approval of or consent to any obligation of a Subsidiary to be cross-defaulted with any non-Subsidiary obligation (other than the obligation of the Company or another Subsidiary);

(xiii) Any settlement, agreement or other action described in Section 7.5(c) below by the Tax Matters Partner;

(xiv) Any change in the character or business of the Company;

(xv) A conversion of the Company to a corporation for U.S. income tax purposes;

(xvi) Any other decision or action which, by the provisions of this Agreement, is required to be approved by the unanimous consent of the Members;

(xvii) The commission of any act which would make it impossible for the Company to carry on its business and affairs in the ordinary course; or

(xviii) Any act that would contravene any provision of the Certificate, this Agreement or the Act.

(b) No Member shall have any right or authority to act for or bind the Company unless such Member is a Manager or an Officer acting within the scope of his authority as provided herein.

5.7 Governance of Subsidiaries. Subject to the provisions of Sections 5.1(d) and 5.1(e), to the extent feasible, any Subsidiaries controlled by the Company shall have governance provisions consistent with this Agreement and the Company's representatives of the Board of Managers or Board of Directors of such Subsidiaries shall consist of the Company's Board of Managers from time to time and the Member's of the Company shall have the same approval rights as to actions by the Subsidiaries as they have hereunder with respect to the Company.

VI. MEMBERS; MEETINGS; VOTING

6.1 Annual Meeting. The Company shall hold an annual meeting of its Members to elect Managers and transact any other business within its powers at such time and place as the Board of Managers shall determine. Except as provided in this Agreement, any business may be considered at an annual meeting without the purpose of the meeting having been specified in the notice. Failure to hold an annual meeting does not invalidate the Company's existence or affect any otherwise valid limited liability company acts.

6.2 Special Meeting. At any time in the interval between annual meetings, a special meeting of the Members may be called by the President or by a majority of the Board of Managers by vote at a meeting or in writing (addressed to the Secretary of the Company) with or without a meeting. Special meetings of the Members shall be called by the Secretary on the written request of Members entitled to cast at least ten percent (10%) of all the votes entitled to be cast at the meeting. A request for a special meeting shall state the purpose of the meeting and the matters proposed to be acted on at the meeting.

6.3 Time and Place of Meetings. Meetings of Members shall be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

6.4 Notice of Meetings; Waiver of Notice. Not less than ten (10) nor more than sixty (60) business days before each Members' meeting, the Secretary shall give written notice of the meeting to each Member entitled to vote at the meeting and each other Member entitled to notice of the meeting. The notice shall state the time and place of the meeting and, if the meeting is a special meeting, the purpose of the meeting. Notice shall be given to each Member in the manner provided in Section 17.4 of this Agreement at his or her address as it appears on the records of the Company. Notwithstanding the foregoing provisions, each person who is entitled to notice waives notice if he or she before or after the meeting signs a waiver of notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy.

6.5 Quorum; Voting. Unless this Agreement provides that a larger number of votes is required to approve a particular matter (and in such case that larger number or percent shall constitute a quorum), at a meeting of Members the presence in person or by proxy of Voting Members entitled to cast a majority of all the votes entitled to be cast at the meeting constitutes a quorum, and a majority of all the votes entitled to vote (or such larger number of votes required in this Agreement) whether or not present or cast at such meeting is required to approve any matter which properly comes before the meeting. The voting power of the Members shall be as follows:

(a) Prior to the end of the Pre-100,000 Measurement Period:

Talkspan Member	47.5 votes
Able Member	40.0 votes
MetCap Member	12.5 votes

(b) After the end of the Pre-100,000 Measurement Period:

Talkspan Member	39.58 -1/3 votes
Able Member	50.0 votes
MetCap Member	10.41 - 2/3 votes

(c) The votes allocated to each Member set forth above shall not be affected by a Retroactive Election for any action taken prior to the election as contemplated in Section 9(a)(3)(C) hereof.

(d) Anything hereunder to the contrary notwithstanding, under no circumstances shall Glick, HLG, or any successor or assignee of Glick or HLG have any voting or consent rights hereunder or otherwise with respect to the Company; it being acknowledged that such voting and/or consent rights are vested in the Able Member or its successors or assigns.

6.6 General Right to Vote; Proxies. Unless this Agreement provides for a greater or lesser number of votes or limits or denies voting rights, each Member shall be entitled to the number of votes including fractional votes, equal to the Units held by such Member on

each matter submitted to a vote at a meeting of Members. In all elections for Managers, each holder may cast votes for as many individuals as there are Managers to be elected and for whose election the holder is entitled to vote upon; *provided, however*, that no cumulative voting shall be permitted. A Member may vote either in person or by proxy. A Member may sign a writing authorizing another person to act as proxy. Signing may be accomplished by the Member or the Member's authorized agent signing the writing or causing the Member's signature to be affixed to the writing by any reasonable means, including facsimile signature. A Member may authorize another person to act as proxy by transmitting, or authorizing the transmission of, a telegram, cablegram, datagram, or other means of electronic transmission to the person authorized to act as proxy or to a proxy solicitation firm, proxy support service organization, or other person authorized by the person who will act as proxy to receive the transmission. Unless a proxy provides otherwise, it is not valid more than eleven (11) months after its date. A proxy is revocable by a Member at any time without condition or qualification unless the proxy states that it is irrevocable and is coupled with an interest. A proxy may be made irrevocable for so long as it is coupled with an interest. The interest with which a proxy may be coupled includes an interest in the Membership Interest to be voted under the proxy or another general interest in the Company or its assets or liabilities.

6.7 Action by Written Consent of Members. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if there is filed with the records of Members meetings a written consent which sets forth the action and is signed by the Members entitled to cast at least a majority of the votes, or such larger number of votes required by this Agreement to pass the resolution contained in the consent.

6.8 No Membership Approval Required. Except as expressly provided in this Agreement, no consent of the Members shall be required to any actions with respect to the operations of the Company undertaken by the Board of Managers pursuant to the provisions of this Agreement, it being the intent of the Members that the Company shall take action with respect to its operations through the Board of Managers.

VII. ACCOUNTING PROVISIONS

7.1 Fiscal Year. The fiscal and taxable year of the Company shall be the calendar year, unless the Board of Managers designates a different year.

7.2 Books and Accounts.

(a) Complete and accurate books and accounts shall be kept and maintained for the Company at the principal place of business of the Company or at such other place as the Board of Managers shall select. Such books and accounts shall be kept on the cash or accrual basis, as the Board of Managers shall select and to the extent practicable, in accordance with generally accepted accounting principles and practices and shall include separate capital accounts for each Member. A list of the names and addresses of the Members shall be maintained as part of the books and records of the Company. Each Member or his duly authorized representative, at its own expense, shall at all reasonable times have access to, and may inspect and make copies of, such books and accounts and any other records of the Company.

(b) All funds received by the Company shall be deposited in the name of the Company in such bank account or accounts as the Board of Managers may designate from time to time, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company as the Board of Managers may designate from time to time. All deposits and other funds not needed in the operation of the Company's business may, in the discretion of the Board of Managers, be deposited in interest-bearing bank accounts or in a money market fund, or invested in treasury bills, certificates of deposit, and/or U.S. government security-backed repurchase agreements or similar short-term money market instruments, or funds investing in any of the foregoing.

7.3 Tax Return Information. The Company shall cause to be prepared after the end of each taxable year of the Company and filed, on or before their respective due dates (as the same may be extended), all federal and state income tax returns of the Company for such taxable year and shall take all action as may be necessary to permit the Company's accountant to prepare and timely file such returns. Form 1065 (Schedule K-1) shall be sent to each Member after the end of each taxable year reflecting the Member's pro rata share of income, loss, credit and deductions for such taxable year.

7.4 Tax Elections.

(a) All elections required or permitted to be made by the Company under the Code shall be made by the Board of Managers in its sole and absolute discretion.

(b) The Members acknowledge and agree that it is initially contemplated that the Company be classified as a "partnership" for income tax purposes, the Board of Managers, in its sole and absolute discretion (unanimously approved) may determine that the Company and the Members shall make an election pursuant to Regulation §301.7701-3 and any corresponding provision of state tax law which would cause the Company to be classified as an association taxable as a corporation for federal and state income tax purposes. No election may be made to cause the Company to be classified as an association taxable as a corporation for federal and state income tax purposes without the unanimous consent of the Members.

7.5 Tax Audits.

(a) A Member approved by the Board of Managers shall act as the tax matters partner of the Company ("Tax Matters Partner") unless he declines to do so, in which case a Member appointed by the Board of Managers shall serve as the Tax Matters Partner. To the extent and in the manner provided by applicable law and regulations, the Tax Matters Partner shall furnish the name, address, profits interest, and taxpayer identification number of each Member to the Secretary of the Treasury or his delegate (the "Secretary").

(b) The Tax Matters Partner shall keep the Board of Managers and Members informed by written notification of any tax audit of the Company and of the administrative and judicial proceedings for the adjustment at the Company level of any item required to be taken into account by a Member for income tax purposes (such administrative

proceedings referred to hereinafter as a "Tax Audit") and such judicial proceeding referred to hereinafter as "Judicial Review").

(c) Subject to the prior approval of the Members, the Tax Matters Partner is hereby authorized, but not required:

(1) to enter into any settlement with the Internal Revenue Service or the Secretary with respect to any Tax Audit or Judicial Review, in which agreement the Tax Matters Partner may expressly state that such agreement shall bind the Members, except that such settlement agreement shall not bind any Member who (within the time prescribed pursuant to the Code and regulations thereunder) files a statement with the Secretary providing that the Tax Matters Partner shall not have the authority to enter into a settlement agreement on the behalf of such Member;

(2) in the event that a notice of a final partnership administrative adjustment at the Company level of any item required to be taken into account by a Member for tax purposes (a "Final Adjustment") is mailed to the Tax Matters Partner, if authorized by the Members, to seek Judicial Review of such Final Adjustment, including the filing of a petition for readjustment with the Tax Court, the District Court of the United States for the district in which the Company's principal place of business is located or such other district as the Tax Matters Partner shall determine, or the United States Court of Federal Claims;

(3) to intervene in any action brought by any Member for Judicial Review of a Final Adjustment;

(4) to file a request for an administrative adjustment with the Secretary at any time and, if any part of such request is not allowed by the Secretary, to file a petition for Judicial Review with respect to such request;

(5) to enter into an agreement with the Internal Revenue Service to extend the period for assessing any tax which is attributable to any item required to be taken into account by a Member for tax purposes, or an item affected by such item; and

(6) to take any other action on behalf of the Members of the Company in connection with any administrative or judicial tax proceeding to the extent permitted by applicable law or regulations.

(d) The Company shall indemnify and reimburse the Tax Matters Partner for all expenses, including reasonable legal and accounting fees, claims, liabilities, losses, and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Members acting with the scope of his/her authority under this Agreement. The payment of all such expenses shall be made before any distributions are made to Members or any discretionary reserves are set aside by the Board. The taking of any action and the incurring of any expense by the Tax Matters Partner in connection with any such proceeding, except to the extent required by law, is a matter in the sole discretion of the Tax Matters Partner and the provisions on limitations of liability and indemnification set forth herein shall be fully applicable to the Tax Matters Partner in its capacity as such

(e) The provisions of this Section 7.5 shall only apply with respect to such period for which the Company is treated as a partnership for federal income tax purposes.

VIII. RESTRICTIONS ON TRANSFER OF INTERESTS

8.1 Transfers of Membership Interests.

(a) A Member (including a Substitute Member) may make or permit a Transfer, directly or indirectly, by operation of law or otherwise, voluntarily or involuntarily, of all or any portion of its Membership Interest in the Company only as follows:

(1) by Transfer by any Member of his/her/its Membership Interest held as such (i) to the Company, (ii) to any other Member within the same Member Group during lifetime or at death, or (iii) to any Affiliate of such Member at any time;

(2) by lifetime gift to a spouse or lineal descendant of a Member of his or her Membership Interest held as such, subject to the provisions of Section 8.5;

(3) at death to a spouse or lineal descendant (or spouse of such descendant) of a Member of his or her Membership Interest, by disposition by will, by or in trust or by the laws of succession, subject to the provisions of Section 8.5;

(4) by Transfer with or without consideration to a grantor trusts as to the Member making the Transfer pursuant to Sections 673 through 677 of the Code;

(5) by Transfer with or without consideration to a family limited partnership or limited liability company in which all of the interests are held by Person's described in Section 8.1(a)(4) provided the members of such family limited partnership or limited liability company each agree that so long as such family limited partnership or limited liability company is the Holder of Membership Interests in the Company neither they nor their successors and assigns will Transfer interests in such family limited partnership or limited liability company except in accordance with this Article VIII;

(6) by Transfer to a revocable trust as provided below; or

(7) as permitted under Article XIII

It is understood that for estate planning purposes and to avoid probate and court-supervised conservatorship proceedings, a Member that is a natural person may wish to transfer his Membership Interest to a revocable trust (also known as a "living" trust) with respect to which the transferor is the controlling trustee and may not be replaced as such unless and until his or her death. Such Member may transfer his Membership Interest to such a revocable trust, provided that the transferee trust agrees to be bound by the terms of this Agreement. Any proposed transfer by the trust other than back to the Member that set up such trust shall be subject to all of the provisions of this Article VIII.

(b) Except as provided in Section 8.1(a) or Section 8.5, any other purported Transfer of a Membership Interest shall be null and void ab initio. A Substitute

Member may Transfer the transferred Membership Interest in the same manner as an original or the transferring Member.

(c) Notwithstanding the above or any contrary provision in this Agreement, unless expressly waived by the Board of Managers in writing, any otherwise permitted Transfer shall be null and void ab initio if:

(1) unless the Company has already elected to be treated as an association taxable as a corporation for federal income tax purposes, such Transfer would, in the opinion of counsel to the Company, cause the Company to cease to be classified as a partnership for federal or state income tax purposes;

(2) such Transfer requires the registration of such transferred Membership Interest pursuant to any applicable federal or state securities laws;

(3) unless the Company has already elected to be treated as an association taxable as a corporation for federal income tax purposes, such Transfer causes the Company to become a "publicly traded partnership," as such term is defined in Section 7704 of the Code;

(4) such Transfer subjects the Company to regulation under the Investment Company Act of 1940, the Investment Advisers Act of 1940 or the Employee Retirement Income Security Act of 1974, each as amended;

(5) such Transfer results in a violation of applicable laws;

(6) such Transfer is made to any Person who lacks the legal right, power or capacity to own such Membership Interest; or

(7) the Company does not receive written instruments (including, without limitation, copies of any instruments of Transfer and such Assignee's consent to be bound by this Agreement as an Assignee) that are in a form reasonably satisfactory to the Board of Managers.

8.2 Rights of Assignees. Until such time, if any, as a transferee of any permitted Transfer pursuant to this Article VIII is admitted to the Company as a Substitute Member pursuant to Section 8.5: (i) such transferee shall be an assignee only, and only shall receive, to the extent Transferred, the distributions and allocations of income, gain, loss, deduction, credit, or similar items to which the Member which Transferred its Membership Interest would be entitled; and (ii) such Assignee shall not be entitled or enabled to exercise any other rights or powers of a Member, such other rights remaining with the transferring Member. In such a case, the transferring Member shall remain a Member even if it has Transferred his or her entire interest in the Company to one or more Assignees. In the event any Assignee desires to make a further assignment of any Membership Interest in the Company, such Assignee shall be subject to all of the provisions of this Agreement to the same extent and in the same manner as any Member desiring to make such an assignment.

8.3 Admissions and Withdrawals. No Person shall be admitted to the Company as a Member except pursuant to this Section 8.5 (in the case of transferees of a permitted Transfer of a Membership Interest in the Company from another Person). Except as otherwise specifically set forth in Section 8.6, no Member shall be entitled to retire or withdraw from being a Member of the Company without the Approval of the Board of Managers. No admission or withdrawal of a Member shall cause the dissolution of the Company. Any purported admission or withdrawal that is not in accordance with this Agreement shall be null and void.

8.4 Payment upon Withdrawal of Member. If any Member withdraws from the Company without the Approval of the Board of Managers (other than pursuant to Section 8.6), such Member shall not be entitled to receive from the Company any payment as a result of such withdrawal, unless otherwise Approved by the Board of Managers.

8.5 Admission of Assignees as Substitute Members.

(a) An Assignee shall become a Substitute Member only if and when each of the following conditions is satisfied:

(1) the assignor has satisfied, if applicable, any restrictions imposed by the right of first offer under Article XIII of this Agreement;

(2) the assignor of the Membership Interest transferred sends written notice to the Board of Managers (in the case of an assignment of a Membership Interest in the Company) requesting the admission of the Assignee as a Substitute Member and setting forth the name and address of the Assignee, the Units transferred and the effective date of the Transfer; and

(3) the Board of Managers receives from the Assignee written instruments (including, without limitation, copies of any instruments of Transfer and such Assignee's consent to be bound by this Agreement as a Substitute Member) that are in a form reasonably satisfactory to the Board of Managers.

(b) Upon the admission of any Substitute Member, the Member Schedule shall be amended to reflect the name, address and Units of such Substitute Member and to eliminate or adjust, if necessary, the name, address and Units of the predecessor of such Substitute Member. The Company will, from time to time, at the direction and discretion of the Board of Managers, distribute an updated version of the Member Schedule to all of the Members entitled to receive such updated Member Schedule, and such updated Member Schedule will be available at all times upon the written request of any Member entitled to receive such updated Member Schedule.

8.6 Withdrawal of Members. If a Member has transferred all of its Membership Interest in the Company to one or more Assignees, then such Member shall withdraw from the Company if and when all such Assignees have been admitted as Substitute Members in accordance with this Agreement.

8.7 This Provision is Intentionally Deleted.

8.8 Restrictions on Transferability. In addition to the other restrictions on transfer contained herein, each Member agrees that it will not make any disposition of any Membership Interest which will result in the violation by it or by the Company of the Securities Act or any other applicable securities laws.

8.9 Death of a Member. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Membership Interest owned by the deceased Member shall automatically be transferred to such Person's heirs, except as otherwise provided in this Agreement.

8.10 Limitations.

(a) Unless the Company has already elected to be treated as an association taxable as a corporation for federal income tax purposes, in order to permit the Company to qualify for the benefit of a "safe harbor" under Code Section 7704, notwithstanding anything to the contrary in this Agreement, no Transfer of any Unit shall be permitted or recognized by the Company (within the meaning of Regulation Section 1.7704-1(d)) and the Company shall not issue any Membership Interest if and to the extent that such Transfer or issuance would cause the Company to have more than 100 partners (within the meaning of Regulation Section 1.7704-1(h), including the look through rule in Regulation Section 1.7704-1(h)(3)).

(b) Notwithstanding anything to the contrary in this Agreement, no Membership Interest may be Transferred and the Company may not issue any Unit unless (i) such Transfer or issuance, as the case may be, shall not affect the Company's existence or qualification as a limited liability company under the Act, (ii) unless the Company has already elected to be treated as an association taxable as a corporation for federal income tax purposes, such Transfer or issuance, as the case may be, shall not cause the Company to be classified as other than a partnership or disregarded entity for United States federal income tax purposes, and (iii) such Transfer or issuance, as the case may be, shall not cause the application of the tax-exempt use property rules of Code Sections 168(g)(1)(B) and 168(h) to the Company or its Members.

IX. DISTRIBUTIONS AND ALLOCATIONS

9.1 Distributions of Net Cash Flow.

(a) Except as otherwise required by this Agreement or by law, Net Cash Flow shall be distributed to the Holders at such times as the Board of Managers, in its sole discretion, shall determine, to the Holders as follows:

(1) First, to the Members to the extent of and in proportion to each Member's Unpaid Preferred Return, if any;

(2) Next, to the Members, to the extent of and in proportion to each Member's Unrecouped Capital Contributions, provided, however, if Able Member has made the Retroactive Election and the Unrecouped Capital Contributions of Talkspan Member exceeds the Unrecouped Capital Contributions of Able Member, the distributions pursuant to this paragraph (2) for such Fiscal Year and all subsequent Fiscal Years shall be made first to Talkspan Member until its Unrecouped Capital Contributions are equal to the Unrecouped Capital Contributions of Able Member; and

(3) The balance, if any, as follows:

(A) In the event the number of Subscribers during such Fiscal Year is less 100,001:

(B) :

- (i) Forty-Seven and One-Half percent (47.5%) to the Talkspan Member;
- (ii) Thirty One percent (31%) to the Able Member;
- (iii) Four percent (4%) to HLG;
- (iv) Five Percent (5%) to Glick; and
- (v) Twelve and One-Half Percent (12.5%) to the MetCap Member

(C) From and after the date the number of the Subscribers during such Fiscal Year is more than 100,000:

- (i) Thirty Nine and Fifty Eight and One-Third Hundredths percent (39.58-1/3%) to the Talkspan Member;
- (ii) Forty percent (40%) to the Able Member;
- (iii) Five percent (5%) to HLG;
- (iv) Five Percent (5%) to Glick; and
- (v) Ten and Forty One and Two-Thirds Hundredths Percent (10.41-2/3%) to the MetCap Member.

(D) If the number of the Subscribers from January 1 of a Fiscal Year through the date of any quarterly distribution (the "**Pre-100,000 Measurement Period**") of Net Cash Flow shall be not exceed 100,000, but by the end of such Fiscal Year shall

exceed 100,000, then unless Able Member has made an election to treat subparagraph (B) to apply to such entire Fiscal Year (a "**Retroactive Election**") and the Company's Net Cash Flow for the Fiscal Quarter in which the number of Subscribers during the Pre-100,000 Measurement Period shall be distributed in accordance with subparagraph (A) above, and the Company's Net Cash Flow after the Pre-100,000 Measurement Period shall be distributed in accordance with subparagraph (B) above. If Able Member shall make the Retroactive Election then Net Cash Flow for such entire Fiscal Year which is distributable in accordance with paragraph (3) shall be distributed in accordance with subparagraph (B) thereof. To the extent any adjustments must be made to the distributions which have been made to the Members during the Pre-100,000 Measurement Period of such Fiscal Year, no Member shall be required to return any distribution to the Company, but such corrections shall be made out of the next succeeding distributions.

(b) Notwithstanding the foregoing, provided the Company has sufficient cash (taking into account reasonable reserves) and such distribution will not constitute or otherwise result in a default under any financing agreements of the Company or constitute a fraudulent transfer under applicable law, and the Company has not elected to be treated as a corporation for federal income tax purposes, the Company shall distribute to each Holder a cash distribution which together with all other distributions previously made to the Holders during the Fiscal Year will constitute a reasonable approximation of such Holder's share of the Company's Presumed Tax Income tax due date for each estimated tax payment period and all prior such periods of such Fiscal Year at least five (5) business days prior to the due date for making such estimated tax payment.

(c) Net Proceeds of a Capital Transaction shall be distributed to the Members in the same manner and proportions as Net Cash Flow within sixty (60) days of the closing of the Capital Transaction giving rise to such proceeds. Whether distributions are to be made pursuant to Section 9.1(a)(3)(A) or (B) shall be based upon whether the Capital Transaction occurred during or after the Pre-100,000 Measurement Period and not on the date of distribution.

9.2 Allocation of Net Profits. After giving effect to the special allocations provided in Sections 9.8, 9.9 and 9.10, Net Profits of the Company for each fiscal year shall be allocated to each of the Holders, up to the amount necessary to increase such Holder's positive Capital Account to the amount which will be distributed to each of the Holders if the Company sold all of its assets for book value, paid off all of its liabilities, and distributed all remaining cash to the Holders in accordance with Section 9.1.

9.3 Allocation of Net Losses. After giving effect to the special allocations provided in Sections 9.8, 9.9 and 9.10, Net Losses of the Company for each fiscal year shall be allocated to each of the Holders up to the amount necessary to decrease each Holder's positive Capital Account balance to the amount which will be distributed to each of the Holders if the Company sold all of its assets for book value, paid off all of its liabilities, distributed all remaining cash to the Holders in accordance with Section 9.1.

9.4 No Return of Distributions. No Holder shall have any obligation to refund to the Company any amount that shall have been distributed to such Holder pursuant to this Agreement, subject, however, to the rights of any third party creditor under law.

9.5 Allocations between Assignor and Assignee Holders. In the case of a Transfer, the assignor and assignee shall each be entitled to receive distributions of Net Cash Flow and allocations of Net Profits or Net Losses and Nonrecourse Deductions as follows:

(a) Unless the assignor and assignee agree to the contrary and shall so provide in the instrument effecting the Transfer, distributions shall be made to the Holder on the date of the distribution; and

(b) Net Profits or Net Losses and Nonrecourse Deductions shall be allocated by the number of days of the Fiscal Year each person held the Holder's Units.

(c) Net Profits and Net Losses attributable to Capital Transactions shall be allocated to the person owning the Holder's Units on the date of the Capital Transaction, subject to the terms of Section 9.1(c) hereof.

9.6 Tax Credits. Company tax credits shall be allocated to the Holders in proportion to their respective Units.

9.7 Deficit Capital Accounts. Except as otherwise provided herein or under the Act, no Member shall be required at any time to make up any deficit in such Holder's Capital Account.

9.8 Further Allocation Rules. Anything herein to the contrary notwithstanding:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article IX, if there is a net decrease in Company Minimum Gain during any taxable year, each Member shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Holder's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Holder pursuant thereto. The items to be so allocated shall be determined in accordance with sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 9.8(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i) (4) of the Regulations, notwithstanding any other provision of this Article IX, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to Member Nonrecourse Debt during any taxable year, each Holder who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Holder's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated

to each Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 9.8(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) **Qualified Income Offset.** In the event any Holder unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Holder as quickly as possible, provided that an allocation pursuant to this Section 9.8(c) shall be made only if and to the extent that the Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IX have been tentatively made as if this Section 9.8(c) were not in the Agreement.

(d) **Gross Income Allocation.** In the event any Holder has a deficit Capital Account at the end of any taxable year which is in excess of the sum of (i) the amount such Holder is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 9.8(d) shall be made only if and to the extent that such Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article IX have been made as if Section 9.8(c) and this Section 9.8(d) were not in the Agreement.

(e) **Nonrecourse Deductions.** Nonrecourse Deductions shall be allocated as part of the Net Profits and Net Losses of the Company.

(f) **Member Nonrecourse Deductions.** Any Member Nonrecourse Deductions for any taxable year shall be specially allocated to the Holder who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Holder Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) **Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Holder in complete liquidation of such Holder's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

9.9 **Curative Allocations.** The allocations set forth in Section 9.8 and 9.10 (the "**Regulatory Allocations**") are intended to comply with certain requirements of the

Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 9.9. Therefore, notwithstanding any other provision of this Article IX (other than the Regulatory Allocations), the Board of Managers shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Holder would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 9.2 and 9.3.

9.10 Loss Limitation. Net Losses allocated pursuant to Section 9.3 hereof shall not exceed the maximum amount of Net Losses that can be allocated without causing any Holder to have an Adjusted Capital Account Deficit at the end of any taxable year. In the event some but not all of the Holders would have Adjusted Capital Account Deficits as a consequence of an allocation of Net Losses pursuant to Section 9.3 hereof, the limitation set forth in this Section 9.10 shall be applied on a Holder by Holder basis and Net Losses not allocable to any Holder as a result of such limitation shall be allocated to the other Holders in accordance with the positive balances in such Holder's Capital Accounts so as to allocate the maximum permissible Net Losses to each Holder under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

9.11 Other Allocation Rules.

(a) Except as otherwise provided herein, for purposes of determining the Net Profits, Net Losses, or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board of Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(b) The Holders are aware of the income tax consequences of the allocations made by this Article IX and hereby agree to be bound by the provisions of this Article IX in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Holder's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Holder's interests in Company profits are in proportion in which Net Profits are to be allocated at the time of such determination pursuant to Section 9.2 of this Agreement.

To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Board of Managers shall endeavor to treat distributions of Net Cash Flow and Net Proceeds of a Capital Transaction as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Holder.

9.12 Code Section 704(c) Tax Allocations. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated

among the Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value computed in accordance with subparagraph (i) of the definition of "Gross Asset Value" using such method as the Board of Managers shall select.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of "Gross Asset Value" subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Board of Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 9.12 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Holder's Capital Account or share of Net Profits, Net Losses, or other items or distributions pursuant to any provision of this Agreement.

9.13 Amounts Withheld. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Company or to the Holders or any allocation of taxable income to the Company or the Holders shall be treated as amounts distributed to the Holders pursuant to this Article IX for all purposes under this Agreement. The Company is authorized to withhold from distributions, to the Holders and to pay over any federal, state or local government any amounts required to be withheld pursuant to the Code or any provisions of any other federal, state or local law and shall allocate such amounts to the Holders with respect to whom such amounts were withheld. If the amount required to be withheld with respect to a Holder exceeds the amount which otherwise would have been distributed to such Holder, such Holder shall pay to the Company the amount of such excess within five (5) days after the giving of written demand therefor by the Board of Managers. If such Holder (herein called a "**Delinquent Holder**") shall fail to pay such excess within said five-day period, and such amount is paid by the Company or such amount is advanced to the Company by another Holder such amount shall be deemed loaned to such Holder, repayable with interest at the rate of 18% per annum, compounded monthly. The Company, in addition to and without limiting any of its other rights and remedies, may institute an action against the Delinquent Holder for collection of such excess amount and interest; in any such action, the Company shall be entitled to recover, in addition to such excess amount and interest, all attorneys' fees, disbursements and court costs incurred by the Company in connection with its efforts to collect the amounts due from such Delinquent Holder. In addition, such Delinquent Holder shall indemnify and hold harmless the Company and each of the other Holders and the employees of the Company from all liabilities, losses, costs and expenses, including, without limitation, penalties imposed by the Internal Revenue Service or any state or local taxing authority, for failure to remit the required amount of taxes to the appropriate governmental authority.

THE PROVISIONS OF THIS SECTION IX, AS APPLICABLE (OTHER THAN SECTIONS 9.1, 9.4 AND 9.5(a)), SHALL NOT APPLY IF THE COMPANY HAS

ELECTED TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION FOR FEDERAL INCOME TAX PURPOSES.

X. LIQUIDATION AND TERMINATION OF THE COMPANY

10.1 General. Upon the termination of the Company, the Company shall be liquidated in accordance with this Article X and the Act. The liquidation shall be conducted and supervised by the Board of Managers.

10.2 Priority on Liquidation. The Board of Managers shall, to the extent feasible, liquidate the assets of the Company as promptly as shall be practicable. To the extent the proceeds are sufficient therefor, as the Board of Managers shall deem appropriate, the proceeds of such liquidation shall be applied in the following order of priority:

- (a) To pay the costs and expenses of the liquidation and termination;
- (b) To pay the matured or fixed debts and liabilities of the Company;
- (c) To establish any reserve that the Board of Managers may deem necessary for any contingent, unmatured or unforeseen liability of the Company; and
- (d) The balance, if any, to the Holders in the same manner as Net Proceeds of a Capital Transaction in accordance with Section 9.1(c) hereof.

10.3 Distribution of Non-Liquid Assets. If the Board of Managers shall determine that it is not practicable to liquidate all of the assets of the Company, then the Board of Managers shall cause the fair market value of the assets not so liquidated to be determined by appraisal by an independent appraiser. Such assets, as so appraised, shall be retained or distributed by the Board of Managers as follows:

(a) The Board of Managers shall retain assets having a fair market value equal to the amount, if any, by which the net proceeds of liquidated assets are insufficient to satisfy the debts and liabilities of the Company (other than any debt or liability for which neither the Company nor the Members are personally liable), to pay the costs and expenses of the dissolution and liquidation, and to establish reserves, all subject to the provisions of Section 10.2 hereof. The foregoing shall not be construed, however, to prohibit the Board of Managers from distributing, pursuant to Section 10.3(b) below, property subject to liens at the value of the Company's equity therein.

(b) The remaining assets (including mortgages and other receivables) shall be distributed to the Holders by way of undivided interests therein in such proportions as shall be equal to the respective amounts to which each Holder is entitled pursuant to Section 10.2(c) hereof. If, in the judgment of the Board of Managers, it shall not be practicable to distribute to each Holder an undivided aliquot share of each asset, the Board of Managers may allocate and distribute specific assets to one or more Holders as tenants-in-common as the Board of Managers shall determine to be fair and equitable, taking into consideration, inter alia, the basis for tax purposes of each asset distributed.

(c) Nothing contained in this Article X or elsewhere in this Agreement is intended to cause any in-kind distributions to be treated as sales for value.

XI. INDEMNIFICATION OF THE MANAGERS, OFFICERS AND MEMBERS

11.1 **Claims.** Except as otherwise provided in this Article XI, the Company, or its receiver or trustee, shall pay all judgments and claims asserted by anyone (a "**Claimant**") against, and shall indemnify and hold harmless, each Manager, Officer, Member, Holder (collectively, the "**Related Parties**" and each, individually, a "**Related Party**") from and against any liability or damage to a Claimant incurred by reason of any act performed or omitted to be performed by any Related Party acting in its capacity as such Manager, Officer, Member, Holder in connection with the business of the Company (an "**Indemnifiable Act**"), including, without limitation, reasonable attorneys' fees and disbursements incurred by any Related Party in connection with the defense of any action based on any such act or omission. If a claim for indemnification (other than for expenses incurred in a successful defense) is asserted against the Company by any Related Party and the Members are uncertain whether such indemnification is permitted by law, then the Company shall, unless, in the opinion of its independent counsel, the matter has been settled by controlling precedent in favor of such indemnification, submit to a court of competent jurisdiction the question whether such indemnification by the Company is not against public policy, which final adjudication shall be binding on all parties.

11.2 **Procedure.** Upon a Related Party's discovery of any claim by a third party which, if sustained, would be subject to indemnification pursuant to Section 11.1 of this Agreement, the Related Party shall give prompt notice to the Company of such claim, provided, however, that the failure of the Related Party to so promptly notify the Company of such claim shall not relieve the Company of any indemnification obligation under this Agreement unless the Company shall have been substantially prejudiced thereby. Unless the Related Party shall, in its sole discretion, agree in writing to assume and control the defense of any action for which indemnification may be sought, the Company shall assume and control such defense, in which event the Related Party shall have the right to retain its own counsel in each jurisdiction for which the Related Party determines counsel is required, at the expense of the Company. If the Company shall fail or refuse to undertake the defense within fifteen (15) days after receiving notice that a claim has been made, the Related Party shall have the right (but not the obligation) to assume the defense of such claim in such manner as it deems appropriate until the Company shall, with the consent of the Related Party, assume control of such defense, and the Company shall indemnify the Related Party pursuant to Section 11.1 of this Agreement from and against the costs and expenses of such defense. The party hereto handling the defense of an action shall keep the other party or parties hereto fully informed at all times of the status of the claim. Neither the Company nor the Related Party, when handling the defense of a claim for which indemnification may be sought by the Related Party, shall settle such claim without the consent of the other party (which consent shall not be unreasonably withheld or delayed) unless such settlement shall (i) impose no additional liability or obligation upon such party (or its members, Manager, officers, directors, shareholders, partners, trustees, beneficiaries, employees, agents and representatives or any Affiliate of any of the foregoing) whose consent would otherwise be required, and (ii) where the Company is handling the defense and settlement of the claim, provide the Related Party with a general release with respect to the subject claim.

11.3 Member's Claims. Except as otherwise provided in this Article XI, in any action by an owner of a Membership Interest against a Related Party for an Indemnifiable Act, including a Company derivative suit, the Company shall indemnify and hold harmless each Related Party from and against any liability or damage incurred by any of them, including, without limitation, reasonable attorneys' fees and disbursements incurred in defense of such action, if (i) the Related Party is successful in such action, or (ii) in the opinion of the Company's independent counsel, the matter has been settled by controlling precedent in favor of such indemnification, and if the matter has not been settled by such controlling precedent, the Company shall submit to a court of appropriate jurisdiction the question whether such indemnification by the Company is not against public policy, which final adjudication shall be binding on all parties.

11.4 Expenses. In any matter with respect to which a Related Party may be entitled to indemnification from the Company pursuant to this Article XI, the Company shall, to the extent not prohibited by applicable law, advance to the Related Party, pending the final disposition of such matter, all costs and expenses which the Related Party may incur in such matter, including, without limitation, reasonable attorneys' fees and disbursements, court costs and the fees and disbursements of accountants, other experts and consultants.

11.5 Limitations on Indemnification. Notwithstanding Sections 11.1, 11.3 or 11.4 of this Agreement, no Related Party shall be entitled to indemnification from any liability imposed by law for fraud, bad faith or willful misconduct or for any malpractice claim covered by professional liability insurance. Under no circumstances shall any Member be personally liable in respect of any indemnification obligation set forth in this Article XI.

XII. POWER OF ATTORNEY

12.1 General. Each Member irrevocably constitutes and appoints each of the Managers, with full power of substitution, the true and lawful attorney of such Member to execute, acknowledge, swear to and file any of the following:

(a) Any amendment to the Certificate pursuant to the Act which does not materially change the rights and obligations of any Member;

(b) Any certificate or other instrument which does not materially change the rights and obligations of any Member that may be required to be filed by the Company under the laws of the United States, the State of Delaware or any other state in which any of the Members reside or in which the Company engages in business or owns property;

(c) Any amendments to the certificates or other instruments referred to in paragraphs (a) and (b) of this Section 12.1 so long as the interests of the Members are not affected;

(d) Any document that may be required to effectuate the liquidation or termination of the Company, so long as the interests of the Members are not affected;

(e) Any document that may be required to change the state of organization of the Company;

(f) Any document that may be required to convert the Company to a corporation under applicable state law, so long as the economic interests of the Members are not affected; and

(g) Any amendment to this Agreement or the foregoing certificates, instruments or documents necessary to reflect any change in the ownership of interests in the Company, or otherwise as expressly provided in this Agreement.

It is expressly acknowledged by each Member that the foregoing power of attorney is coupled with an interest and shall survive the disability of such Member or a Transfer by such Member, provided, however, that if such Member shall make a Transfer of all of such Member's interest and the assignee shall, in accordance with the provisions of Article VIII hereof, become a successor Member, such power of attorney shall survive the Transfer only for the purpose of executing, acknowledging, and filing any and all instruments necessary to effectuate such substitution.

Each Member hereby agrees to execute concurrently herewith or upon fifteen (15) days' prior written notice, a special power of attorney containing the substantive provisions hereof in form satisfactory to the Board of Managers.

12.2 Additional Power of Attorney. Upon the admission of a successor Manager or upon the liquidation or termination of the Company, the Members, at the request of the Board of Managers or any of such successor Manager, shall execute, acknowledge and swear to and deliver a new power of attorney, similar to that described in Section 12.1 hereof, in favor of any such successors.

XIII. RIGHT OF FIRST OFFER

13.1 Offer. Except for Transfers permitted pursuant to Section 13.9 below, no Member shall Transfer, whether or not for consideration, all or any portion of his or its Membership Interest in the Company (such Interest proposed to be Transferred being the "Offered Units"), unless such Member (the "Proposed Transferor") gives notice to each of the other Holders (the "Remaining Members"), (i) stating the number of Offered Units, and the price, terms and other conditions of the proposed Transfer, (ii) disclosing the identity of the proposed transferee and (iii) enclosing copies of any proposed contract and other documents to be executed pursuant to such proposed Transfer (the "Transfer Notice"). Delivery of the Transfer Notice to the Remaining Members shall be deemed an offer by the Proposed Transferor to sell the entire number of Offered Units (which may be less than all of the Interest held by the Proposed Transferor) to the Remaining Members. Such offer may be accepted by the Remaining Members only for a period of fifteen (15) days following the giving of the Transfer Notice (the "Offer Period") and may not be withdrawn by the Proposed Transferor during the Offer Period; provided, however, such period shall be extended to include any days necessary to determine the Fair Market Value (as defined below) of the Offered Units in the case of a non-cash Transfer in accordance with the time periods set forth below. The Remaining Members shall have the right to purchase the Offered Units on the terms and conditions stated in the Transfer Notice, or if the Offered Units constitute more than 50% of the Membership Interests of the Proposed Transferor The Remaining Members may require that the proposed transferee purchase the same percentage

of the Membership Interests of such Remaining Members in accordance with the Tag-Along Right set forth in Section 14.4 below. All notices given under this Article shall be given as set forth in Section 17.4 hereof.

13.2 Acceptance. On or before the last day of the Offer Period, each Remaining Member desiring to purchase the Offered Units (the “**Accepting Members**”) shall deliver to the Proposed Transferor and to the other Remaining Members a notice (the “**Acceptance Notice**”) of such Remaining Member’s acceptance of the offer contained in the Transfer Notice, stating the portion of the Offered Units that the Accepting Member desires to acquire. Delivery of an Acceptance Notice to the Proposed Transferor shall create a contract between the Proposed Transferor and the Accepting Member for the sale by the Proposed Transferor and the purchase by the Accepting Members of the Offered Units, allocated to each Accepting Member pursuant to Section 13.5 hereof. Notwithstanding the foregoing, if the Accepting Members, either as a group or individually, fail to elect to purchase the entire number of Offered Units on or before the last day of the Offer Period, each offer for the purchase and sale of a portion of the Offered Units, by virtue of that failure and at the close of business on that day, shall become void.

13.3 Non-Monetary Consideration. If part or all of the consideration to be paid for the Offered Units as stated in the Transfer Notice is other than money (or if the Transfer is a gift or is otherwise being made for no consideration), the Remaining Members shall have the right to purchase the Offered Units for money consideration in an amount equal to the aggregate of the money consideration, if any, specified in the Transfer Notice, plus the Fair Market Value of the consideration other than money (or the Fair Market Value of the Offered Units if the Transfer is a gift or is otherwise being made for no consideration).

13.4 Fair Market Value. For purposes of this Agreement, “Fair Market Value” shall be determined by mutual agreement of the buying and selling Members. If the parties cannot agree, Fair Market Value shall be determined by an independent appraiser mutually selected by the parties within three (3) business days of written notice by one party to the other of the inability of the Members to agree on a Fair Market Value. If the parties are unable to agree on a single appraiser, the buying Member(s) and the selling Member shall each select an appraiser and the two appraisers so selected shall thereupon determine Fair Market Value. If one party fails to select an appraiser within three (3) business days of the aforesaid notice, the sole appraiser selected shall determine the Fair Market Value. If the two appraisers cannot agree on Fair Market Value within thirty (30) calendar days after their selection, they shall, within three (3) business days, mutually select a third appraiser. The third appraiser shall determine the Fair Market Value within thirty (30) calendar days of selection, and such determination shall be conclusive and binding upon the parties. Each selected appraiser shall be experienced in valuing assets similar in nature to the assets of the Company. The parties shall share equally the fees and expenses of the appraiser jointly named, but each party shall be responsible for the fees and expenses of the appraiser named solely by said party. Each party shall bear its own expenses in presenting evidence to the appraisers.

13.5 Allocation of Purchased Interest. Unless otherwise agreed to in writing, each Accepting Member shall have allocated to it that portion of the Offered Units that its Percentage Interest bears to the Percentage Interest of all Accepting Members. If any Accepting

Member elects not to purchase his entire pro rata portion of the Offered Units as specified in the Acceptance Notice, the other Accepting Members, if they have agreed to purchase more than their pro rata portion of the Offered Units, shall have allocated to them such additional portion of the Offered Units not allocated under the preceding sentence in accordance with the foregoing principles.

13.6 Closing. If one or more of the Remaining Members agrees to purchase the Offered Units, the consummation of the purchase and sale shall occur at the offices of the Company (i) on the date specified in the Transfer Notice or (ii) sixty (60) days after the giving of the Transfer Notice, whichever is the later, or at such other time and place as may be agreed to by all the Accepting Members and the Proposed Transferor (the "**Closing**"). At the Closing, the Proposed Transferor shall deliver to each Accepting Member a duly executed assignment of Membership Interest with respect to the portion of the Offered Units purchased by the Accepting Member, and each Accepting Member shall deliver to the Proposed Transferor cash (or a certified or cashier's check) for the amount of the cash consideration or any other consideration to be paid by the Accepting Member for the portion of the Offered Units such Accepting Member agreed to purchase. The Proposed Transferor and the Accepting Members each shall execute and deliver such other documents as may reasonably be requested by any of the parties mentioned above in connection with this transaction. At the Closing, if the Holder of the Offered Units is a Delinquent Holder, the amount owed by such Member to Company, as the Company shall set forth in a written notice given to the seller and purchaser of the Offered Units, shall be deducted from the consideration to be paid for the Offered Units and shall be paid over to the Company by the purchaser of the Offered Units in full satisfaction of the seller's obligations to the Company pursuant to Section 9.13 hereof.

13.7 Release of Offered Units. If the entire number of Offered Units is not sold under Sections 13.1 through 13.6, inclusive, the entire Offered Units shall be released from the restrictions on Transfer contained in this Agreement for a period of sixty (60) days after the end of the Offer Period; provided, however, that the Offered Units shall be released solely for the purpose of the proposed Transfer to the proposed transferee, on terms and conditions no more favorable than contained in the Transfer Notice and provided further, that before consummation of the Transfer, the transferee shall execute a counterpart of and agree to be bound by this Agreement and comply with all other requirements set forth in Section 8.5 which are prerequisites to the transferee becoming a substitute Member. If the Transfer is not consummated within such sixty (60) day period, the provisions of Sections 13.1 through 13.6, inclusive, of this Agreement shall again apply to any proposed Transfer by the Proposed Transferor of all or any portion the Proposed Transferor's interest in the Company.

13.8 Obligations of Transferees. Any Transfer not made in accordance with the terms of Sections 13.1 through 13.7, inclusive, except for a Transfer described in Section 8.1, shall be void. Any transferee obtaining a Holder's Membership Interest in accordance with the terms of Sections 13.1 through 13.7, inclusive, or acquiring a Membership Interest by a Transfer described in Section 8.1, shall be bound by all of the terms of this Agreement, including, without limitation, the provisions of this Section 13.8, and must comply with this Section 13.8 before becoming entitled to all rights of a Substitute Member.

13.9 Transfers Not Subject to the Right of First Offer. The right of first offer set forth in this Article XIII shall not apply to (i) any Transfer made in accordance with and subject to the terms and conditions of Sections 8.1(a)(1), 8.1(a)(2), 8.1(a)(3), 8.1(a)(4) and 8.1(a)(5) (including, in each case, the provisions of Section 8.5), (ii) any Transfer made in accordance with and subject to the terms and conditions of Section 8.1(a)(6) above (including the provisions of the final paragraph of Section 8.1(a)), (iii) any Transfer to the Company pursuant to the terms of this Agreement, or (iv) any Transfer to which Article XIV (other than Section 14.4) applies.

XIV. DRAG ALONG RIGHTS; TAG ALONG RIGHTS

14.1 Drag Along Transactions. If at any time the holders of a Majority in Interest of the Membership Interests (such Holders being referred to herein as the "**Drag Along Group**") elect to consummate, or cause the Company to consummate, a Company Sale, then upon ten (10) business days written notice by the Drag Along Group to each other Holder, which notice shall set forth the terms and conditions of such proposed Company Sale, including the name of the prospective transferee, the number of Membership Interests proposed to be sold or exchanged by the Drag Along Group, if any, in the Company Sale, the Membership Interests held by the Drag Along Group which are being sold in such Company Sale (the "**Drag Along Interest Portion**"), the estimated consideration to be received by the Drag Along Group and each other Holder in connection with such Company Sale and the proposed time and place of closing (such notice being referred to as the "**Sale Request**"), each other Holder (each, a "**Seller**") shall, in the event the Company Sale is consummated, be obligated to consent to and consummate the proposed Company Sale and take all other actions reasonably necessary or desirable to consummate the proposed Company Sale on the terms (other than the price, which shall be determined as described below) proposed by the Drag Along Group and as set forth in the Sale Request. Without limiting the generality of the foregoing, (i) if the Company Sale is structured as a merger, consolidation or sale of assets, each Seller will vote or cause to be voted all Membership Interests that such Seller holds or with respect to which such Seller has the power to direct the voting and which such Seller is entitled to vote on such proposed Company Sale in favor of such proposed Company Sale and hereby grants a proxy in favor of the Drag Along Group to vote the Seller's Membership Interests in accordance with this Section 14.1 and (ii) if the Company Sale is structured as a sale or redemption of Membership Interests, each Seller will agree to sell the Drag Along Interest Portion of such Seller's Membership Interests on the same terms and conditions as the Drag Along Group adjusted only to reflect each Person's interest in Net Cash Flow distributable pursuant to Section 9.1. Each proxy granted in the foregoing sentence is irrevocable, coupled with an interest and shall survive until the expiration of the provisions of this Section 14.1. If required, each Seller shall deliver certificates (or assignments of membership interests) for all of its Membership Interests being Transferred pursuant to this Section 14.1 at the closing of the proposed Transfer, free and clear of all claims, liens and encumbrances. The relative terms and conditions of any sale pursuant to this Section 14.1 shall be no less favorable than those set forth in the Sale Request and shall result in each Holder receiving the same form and amount of consideration, adjusted only to reflect each Person's interest in Net Cash Flow and Net proceeds of a Capital Transaction distributable pursuant to Section 9.1, as the other Holders.

14.2 Procedures Applicable to Drag-Along Transactions. Each Holder shall take or cause to be taken all such commercially reasonable actions in order expeditiously to consummate any Company Sale and any related transactions, including, without limitation, executing, acknowledging and delivering consents, assignments, purchase and sale agreements, waivers and other documents or instruments as may be reasonably requested and otherwise cooperating with the Drag Along Group and any prospective buyer; provided, however, that each Holder shall only be obligated to become liable in respect of any representations, warranties, covenants, indemnities or otherwise to the prospective buyer to the extent provided in the immediately following sentence. Without limiting the generality of the foregoing, each Holder agrees to execute and deliver such agreements as may be reasonably specified by the Drag Along Group to which such Drag Along Group will also be party, including, without limitation, agreements to make individual representations, warranties, covenants and other agreements as to the unencumbered title to such Holder's Units and such Holder's power, authority and legal right to Transfer such Units.

14.3 Waiver of Dissenters Rights, etc. Without limiting the generality of Section 14.1 above, it is expressly agreed that (a) all of the Members will be deemed to have approved any Company Sale and (b) no Member will assert any "dissenters," "appraisal" or similar statutory or legal right with respect to, or otherwise assert any challenge to, any Company Sale (other than any challenge arising out of or relating to a claim of fraud or intentional misrepresentation with respect thereto).

14.4 Tag-Along Right. On or before the last day of the Offer Period, in lieu of giving an Acceptance Notice each Remaining Member desiring to sell its Membership Interest in the Company (the "**Tag-Along Members**") shall deliver to the Proposed Transferor and to the other Remaining Members a notice (the "**Tag-Along Notice**") of such Remaining Member's (the "**Tag-Along Member**") request that such Remaining Member's entire Membership Interest in the Company be sold to the proposed transferee as if the Drag-Along provisions of Section 14.1 were applicable and upon the same relative terms and conditions of any sale pursuant to Section 14.1, adjusted only to reflect such Drag-Along Member's interest in Net Cash Flow and Net Proceeds of a Capital Transaction distributable pursuant to Section 9.1.

XV. INVESTMENT REPRESENTATIONS

15.1 Representations. As of the admission of each Member and the issuance of the Membership Interest, such Member represents and warrants to, and agrees with, each of the other Members and the Company as follows:

(a) Pre-existing Relationship or Experience. (i) Such Member has a preexisting personal or business relationship with the Company or its Managers, officers or control persons, or (ii) by reason of such Member's business or financial experience, or by reason of the business or financial experience of such Member's financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any Affiliate or selling agent of the Company, such Member is capable of evaluating the risks and merits of a purchase of its Membership Interest (and each component thereof) and of protecting such Member's own interests in connection with such investment. Such Member acknowledges and agrees that its Membership Interest is completely illiquid.

(b) No Advertising. Such Member has not seen, received, been presented with, or been solicited by any leaflet, public promotional meeting, newspaper or magazine article or advertisement, radio or television advertisement, or any other form of advertising or general solicitation with respect to the sale of its Membership Interests (or any component thereof).

(c) Investment Intent. Such Member is acquiring its Membership Interest (and each component thereof) for investment purposes for such Member's own account only, and not with a view to or for sale in connection with any distribution of all or any part of its Membership Interest. No other Person will have any direct or indirect beneficial interest in or right to all or any portion of such Member's Membership Interest.

(d) Purpose of Entity. If the Member is a corporation, partnership, limited liability company or partnership, trust or other entity, it was not organized for the specific purpose of acquiring all or any portion of a Membership Interest.

(e) No Registration of Membership Interests. Such Member acknowledges that its Membership Interests have not been (and will not be) registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or qualified under any state securities laws or any other applicable blue sky laws in reliance, in part, on such Member's representations, warranties and agreements herein. Such Member represents, warrants and agrees that the Company and each Director are under no obligation to register or qualify all or any portion of any Membership Interest under the Securities Act or under any state securities laws or to assist such Member in complying with any exemption from registration and qualification.

(f) Restricted Securities. Such Member understands that its Membership Interests are "restricted securities" under the Securities Act in that its Membership Interests will be acquired from the Company in a transaction not involving a public offering, and that all or any portion of each Membership Interest may be resold without registration under the Securities Act only in certain limited circumstances, and that otherwise its Membership Interests (and each component thereof) must be held indefinitely.

(g) No Disposition in Violation of Law. Without limiting the representations set forth above, and without limiting Article VIII of this Agreement, such Member will not make any disposition of all or any part of such Member's Membership Interest that will result in the violation by such Member or by the Company of the Securities Act, under any state securities laws or any other applicable securities laws. Without limiting the foregoing, such Member agrees not to make any disposition of all or any part of the Member's Membership Interest unless and until:

(1) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement and any applicable requirements of state securities laws; or

(2) (i) such Member has notified the Company of the proposed disposition and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (ii) if requested by the Board of Managers, such

Member has furnished the Company with a written opinion of counsel, satisfactory to the Company, that such disposition will not require registration of any securities under the Securities Act or the consent of or a permit from appropriate authorities under any applicable state securities law.

(h) **Investment Risk.** Such Member acknowledges that its Membership Interest (and each component thereof) is a speculative investment which involves a substantial degree of risk of loss by such Member, that such Member understands and takes full cognizance of the risk factors related to the purchase of its Membership Interest (and each component thereof), and that the Company is newly organized.

(i) **Information Reviewed.** Such Member has received and reviewed all information such Member considers necessary or appropriate for deciding whether to purchase its Membership Interest (and each component thereof). Such Member has had an opportunity to ask questions and receive answers from the Company and its Board of Managers, officers and employees regarding the terms and conditions of purchase of the Membership Interest (and each component thereof) and regarding the business, financial affairs and other aspects of the Company, and has further had the opportunity to obtain all information (to the extent the Company possesses or can acquire such information without unreasonable effort or expense) which such Member deems necessary to evaluate the investment and to verify the accuracy of information otherwise provided to such Member.

(j) **No Representations by Company.** None of the Company, any Manager, any agent or employee of the Company or any Manager, or any other Person has at any time expressly or implicitly represented, guaranteed or warranted to such Member that a percentage of profit and/or amount or type of consideration will result from an investment in its Membership Interest (and each component thereof), that past performance or experience on the part of any Manager or officer or any Manager's Affiliates or any other Person in any way indicates the predictable results of the ownership of the Membership Interest (and each component thereof) or of the overall Company business, that any cash distributions from operations or otherwise will be made to the Members by any specific date or will be made at all, or that any specific tax benefits will accrue as a result of an investment in the Company.

(k) **Consultation with Attorney.** Such Member has been advised to consult with such Member's own attorney regarding all legal matters concerning an investment in the Company and the tax consequences of participating in the Company, and has done so, to the extent such Member considers necessary.

(l) **Tax Consequences.** Such Member acknowledges that the tax consequences to such Member of owning its Membership Interest is uncertain and will depend in part on such Member's particular circumstances, and none of the Company, any Manager, the Members, or the partners, shareholders, members, managers, agents, officers, Managers, employees, Affiliates or consultants of any of them will be responsible or liable for the tax consequences to such Member of acquiring or owning its Membership Interest (including each component thereof). Such Member will look solely to, and rely upon, such Member's own advisers with respect to the tax consequences of this investment.

(m) No Assurance of Tax Benefits. Such Member acknowledges that there can be no assurance that the Code or the Regulations will not be amended or interpreted in the future in such a manner so as to deprive the Company or such Member of some or all of the tax benefits it might now anticipate receiving.

(n) Legal Counsel. Such Member is not relying on legal counsel of any other Member or the Company in reviewing this Agreement and in deciding whether to invest as a Member. Each Member is represented by its own attorney in connection with the negotiation and execution of this Agreement. The Members agree that Troutman Sanders LLP shall represent the Company and the Members and Members waive any conflict in connection therewith. The Members also agree that Troutman Sanders may represent Talkspan in connection with the negotiation of this Agreement and waive conflict in connection therewith.

(o) Accountants. The accountants for the Company shall be Marks, Paneth & Shron and Mallah Furman or such other certified public accounting firm as the Board of Managers shall select. If more than one accounting firm is acting for the Company the Members, by unanimous consent, shall agree upon an allocation of responsibilities between them, provided, however, unless the parties otherwise agree, Mallah Furman shall prepare the federal tax return for the Company.

(p) Indemnity. Each Member shall indemnify, hold harmless and defend the Company, each and every Manager, each and every other Member, and any officers, directors, shareholders, managers, members, employees, partners, agents, attorneys and control persons of any such entity who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of or arising from any misrepresentation, misstatement of facts or omission to represent or state facts made by such Member in this Article XV, against losses, liabilities and expenses of the Company, each and every Manager, each and every other Member, and any officers, directors, shareholders, managers, members, employees, partners, attorneys, accountants, agents and control persons of any such Person (including attorneys' fees, judgments, fines and amounts paid in settlement) incurred by such Person in connection with such action, suit, proceeding or the like.

XVI. ARBITRATION OF CERTAIN DISPUTES

16.1 Arbitration Notice; Selection of Arbitrator. Any controversy or dispute arising out of, based upon or related to this Agreement shall be resolved by mandatory, binding arbitration conducted in accordance with this Article. The Member desiring to arbitrate such dispute shall serve a written arbitration notice (the "**Arbitration Notice**") on the other Members. The Arbitration Notice shall specify the particulars of the matters or matter in dispute. The Arbitration Notice shall specify, in typed, bold letters, "**THIS NOTICE REQUIRES ACTION WITHIN THIRTY (30) DAYS, FAILING WHICH RIGHTS ARE LOST.**" The arbitration shall be conducted in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA"). Any arbitration pursuant to these Regulations shall be held in New York City, New York, and shall be conducted by a panel of three arbitrators, one of whom shall be selected by each party to the dispute, and the third selected by the two chosen arbitrators. The written decision of the arbitrator so selected shall be binding, final, and conclusive on the

parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The fees and expenses of arbitration shall be part of the award. The prevailing party in any arbitration shall recover its expenses and costs including reasonable attorney's fees from the non-prevailing party.

16.2 Meetings and Hearings. Meetings and hearings of the arbitrators shall take place in New York, New York or in such other place as the parties to the dispute and the arbitrators shall agree. The arbitrators may fix the date, time and place of meetings and hearings, and will give all the parties adequate notice. Unless there are adjournments which the arbitrators allow, the hearing will be continued on successive business days until it is concluded. The arbitrators shall have jurisdiction to (a) proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these rules or with its orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so, (b) receive and take into account such written or oral evidence as he or she shall determine to be relevant, whether or not strictly admissible in law, and (c) order the parties to produce and to supply copies of any documents in their possession or power which he or she determines to be relevant.

16.3 Award or Decision. The arbitrators shall make a written award or decision permitted under this Agreement. The award or decision of the arbitrators shall be final and binding on the parties, whether participating in the proceeding or not. Judgment may be entered upon such award or decision, and as to matters of law may be appealed, in accordance with applicable law.

16.4 Timely Determination. The Holders agree to act at all times so as to facilitate, and not frustrate or delay, the efficient, expeditious and inexpensive resolution of the matters in dispute. The arbitrators are authorized and directed to make orders, on their initiative or upon application of any party to the dispute, to ensure that the arbitration proceeds in an efficient, expeditious and inexpensive manner, and in particular, to enforce strictly the time limits provided for in these rules or set by order of the arbitrators. The Holders acknowledge and agree that it is their intention that arbitration hearings will commence as soon as possible, but in any event, no later than forty-five (45) days after appointment of the arbitrators. This time has been determined recognizing the right to take depositions and obtain discovery. The arbitrators are directed to make all reasonable efforts to make their award within fifteen (15) days following completion of the arbitration hearing.

16.5 Remedies. Neither this Agreement nor the submission of any dispute to arbitration shall limit the Holders' right to seek provisional relief, including without limitation injunctive relief, in any court of competent jurisdiction, and seeking such remedies shall not be deemed a waiver of such Holder's right to compel arbitration. Each of the Holders acknowledges that the others may act in reliance on such Holder's covenants and agreements contained herein. In appropriate cases, the arbitrators' award may include enforcement of the covenants and agreements herein by specific performance and mandatory prohibitive injunction as well as compensatory damages. The arbitrators shall not have authority to award punitive damages. The arbitrators shall be authorized to award interest on past due amounts in accordance with this Agreement.

16.6 Statute of Limitations. In no event shall the Arbitration Notice be given after the date when institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.7 Continuing Project. Any aspect of this Agreement not at issue in and not materially affected by the arbitration proceedings and all non-disputed terms of this Agreement shall continue during any arbitration proceedings.

16.8 Jurisdiction. The parties consent to the jurisdiction of the State or federal courts located in the State of New York.

16.9 Fees. The administrative and filing fees shall initially be borne by the party requesting arbitration, and the Arbitrator's fees shall initially be borne equally by the parties, subject in both cases to reallocation by the Arbitrator in accordance with this Section 16.12. The arbitrators shall award all reasonable costs and attorneys fees to the prevailing party(ies). Such costs shall include witness fees, deposition transcript fees, travel costs, expert witness fees, photocopying charges and fees charged by the arbitrators. In any judicial enforcement or confirmation proceeding, the prevailing party(ies) shall be entitled to recover its/their reasonable costs incurred in connection therewith.

XVII. MISCELLANEOUS

17.1 Amendments

(a) This Agreement or the Certificate may be amended at any time and from time to time by execution of a written agreement executed by the Company (as approved by the Board of Managers) and the unanimous consent of the Members.

(b) In making any amendments, the Board of Managers shall prepare and file such documents and certificates as may be required under the Act and under the laws of any other jurisdiction applicable to the Company.

17.2 Entire Agreement. This Agreement and all related agreements, documents and instruments constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and thereof and fully supersedes any and all prior or contemporaneous agreements or understandings between the parties hereto pertaining to the subject matter hereof and thereof.

17.3 Further Assurances. Each of the parties hereto does hereby covenant and agree on behalf of itself, its successors and its assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver such other instruments, documents and statements, and to take such other action as may be required by law or reasonably necessary to effectively carry out the purposes of this Agreement.

17.4 Notices. Any notice, consent, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be (a) delivered personally to the Person or to an officer of the Person to whom the same is directed, or (b) sent by facsimile or registered or certified mail, return receipt requested, postage

prepaid, addressed as follows: if to the Company, to the Company at the address set forth in Section 2.1 hereof, or to such other address as the Company may from time to time specify by notice to the Members, with a copy to each of the Managers; if to a Manager, Member or a Holder, to such Manager, Member or Holder at the address set forth on Exhibit A, or to such other address as such Manager, Member or Holder may from time to time specify by written notice to the Company. Any such notice shall be deemed to be delivered, given and received for all purposes as of: (i) the date so delivered, if delivered personally, (ii) upon receipt, if sent by facsimile or electronic mail (or if sent after 5:00 p.m. at the local time of the recipient's address set forth in the books and records of the Company or on a non-business day, at 10:00 a.m. on the next business day, or (iii) on the date of receipt or refusal indicated on the return receipt, if sent by registered or certified mail, return receipt requested, postage and charges prepaid and properly addressed or by nationally recognized courier service for same day or next business day delivery, shipping charges prepaid and properly addressed. If notice is given by facsimile or electronic mail, the Person giving such notice shall also send a copy of such notice to the receipt thereof by first class mail, postage prepaid, properly addressed and such notice shall be deemed given in accordance with the rules set forth above for facsimile or electronic mail.

17.5 Governing Law; Certain Waivers. This Agreement, including its existence, validity, construction and operating effect, and the rights of each of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Delaware without regard to otherwise governing principles of conflicts of law. THE MEMBERS WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A JURY TRIAL, AND ANY AND ALL RIGHTS THEY MAY HAVE TO PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, IN RESPECT OF ANY CONTROVERSY OR DISPUTE BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17.6 Construction. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. On the contrary, this Agreement has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereof.

17.7 Captions - Pronouns. The definitions of terms herein shall apply equally to the singular, plural, past present and future forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein", "hereof" and "hereunder", and words of similar import when used in this Agreement shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (iv) all references in this Agreement to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and

Exhibits and Schedules to, this Agreement, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. Any titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the text of this Agreement.

17.8 Binding Effect. Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the Members and the Holders, their heirs, executors, administrators, successors, and all other Persons hereafter holding, having or receiving an interest in the Company, whether as Assignees, Substitute Members or otherwise.

17.9 Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto.

17.10 Attorneys' Fees. In case any proceeding, whether at law, in equity or in arbitration, shall be brought by any Member or by or on behalf of the Company to enforce the terms of this Agreement or with respect to any breach hereof, the prevailing party in each such proceeding, as determined by the court or arbitrator, shall be entitled to the payment of reasonable attorneys' fees and costs from the non-prevailing party or parties (as determined by the court or arbitrator).

17.11 Execution. Each Additional Member and Substitute Member permitted shall become a signatory hereto by signing such number of counterpart signature pages to this Agreement and such other instruments, in such manner, as the Board of Managers shall approve. By so signing, each Additional Member and/or, Substitute Member, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all of the provisions of this Agreement.

17.12 Computation of Time Periods. All periods of time referred to in this Agreement shall include Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

17.13 Severability. Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, then such illegal or unenforceable provision shall be modified by the proper court or arbitrator to the minimum extent necessary and possible to make such provision enforceable, and such modified provision and all other provisions of this Agreement and of each other agreement entered into pursuant to this Agreement shall be given effect separately from the provision or portion thereof determined to be illegal or unenforceable and shall not be affected thereby.


17.14 Signatory Authority. By signing this Agreement, the individual or individuals signing this Agreement on behalf of each Member represents to the other Members

that he or she has full authority to do so, has received all required consents, and that his, her or its signature (together with the signature or signatures of any other individual signing below on behalf of such Member) is (are) the only signatures required to bind the Member on whose behalf he, she or it is signing this Agreement.

BOARD OF MANAGERS:



BRUCE TEITELBAUM



PAUL LEIGHT



JOHN LIEBERMAN

MEMBER SIGNATURE PAGE

THE MEMBER INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED UNLESS (A) COVERED BY AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND QUALIFICATION ORDERS UNDER SUCH LAWS OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND QUALIFICATION ORDERS UNDER SUCH LAWS, THE AVAILABILITY OF WHICH IS ESTABLISHED TO THE SATISFACTION OF THE BOARD OF MANAGERS OF THE COMPANY.

Print Name of Entity

By: _____

Name:

Title:

Date:

SCHEDULE B

Officers of the Company

Chairman	Bruce Teitelbaum
President	Paul Leight
Chief Executive Officer	
Chief Operating Officer	
Chief Financial Officer	
Vice President	
Treasurer	
Secretary	

SCHEDULE C

CALCULATION OF SUBSCRIBERS

The determination of the number of Subscribers that Company shall have on any date on which the number of Subscribers is relevant for purposes of this Agreement shall be made not be based upon the number of persons subscribing to service with the Company but rather upon the number of subscribed transmission lines determined as follows:

<u>Line Type</u>	<u>Counts as # of Subscribers</u>
POTS (Plain Old Telephone Service)	1
ISDN (64 or 128 kbit/s)	1
DSL	0
T-1 Voice	24
T-1 Data	4
DS-3 (Tier 3) Voice	672
DS-3 (Tier 3) Data	4

If a single T-1 or DS-3 is split for use for both voice and data, the number of Subscribers for which it counts shall be apportioned between the assigned data channels and the assigned voice channels in accordance with the above table.

EXHIBIT "B"
FOREIGN LIMITED LIABILITY COMPANY QUALIFICATION

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

DATE: 03/14/08
REQUEST NUMBER: 6244-1231
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 03/13/08 0917
EFFECTIVE DATE/TIME: 03/13/08 0917
CONTROL NUMBER: 0572581

TO:
LANCE J.M. STEINHART, P.C.
1720 WINDWARD CONCOU
SUITE 250
ALPHARETTA, GA 30005

RE:
PRAYZTEL COMMUNICATIONS LLC
APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

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

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF
STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN
ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE
WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED
LIABILITY COMPANY 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 LIMITED LIABILITY
COMPANY TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

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

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

ON DATE: 03/13/08

FROM:
LANCE J. M. STEINHART, ATTY AT LAW
6455 E. JOHNS CRSG.
SUITE 285
DULUTH, GA 30097-0000

RECEIVED: FEES \$300.00 \$0.00
TOTAL PAYMENT RECEIVED: \$300.00

RECEIPT NUMBER: 00004351169
ACCOUNT NUMBER: 00240720



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
(Limited Liability Company)
(For use on and after 1/1/2006)

RECEIVED
STATE OF TENNESSEE
For Office Use Only

2008 MAR 13 AM 9:17
RILEY DARNELL
SECRETARY OF STATE

To the Secretary of State of the State of Tennessee:

FILED

Pursuant to the provisions of §48-249-904 of the Tennessee Revised Limited Liability Company Act, the undersigned 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 Limited Liability Company is: Prayztel Communications LLC

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

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-249-106 of the Tennessee Revised Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-249-106(d).

2. The state or country under whose law it is formed is: Delaware
and its date of its formation is: January 7, 2008 (must be month, day and year)

3. The complete street address (including zip code) of its principal executive office is:
1930 Harrison Street, Suite 605, Hollywood, Florida 33020
Street City/State Zip Code

4. The complete street address (including the county and the zip code) of its registered office in Tennessee:
1900 Church Street, Ste. 400, Nashville, TN 37203
Street City/State County Zip Code

The name of its registered agent at that office is: TCS Corporate Services, Inc.

5. If the provisions of TCA §48-249-309(i) (relating to foreign series LLCs) apply, then the information required by that section should be attached as part of this document.

6. The number of members at the date of filing If more than six (6): 4

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

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 the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.

Signature Date

Manager

Signer's Capacity

Prayztel Communications LLC

Name of Limited Liability Company

Signature

Mark Goldsmith

Name (typed or printed)

EXHIBIT "C"
FINANCIAL INFORMATION

Financial Statements
Prayztel Communications LLC
March 13, 2008

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JACOB GLICK CERTIFIED PUBLIC ACCOUNTANT

MEMBER N.Y.S.S.C.P.A.

1454 42nd Street
Brooklyn, NY 11219
(718) 972-0187
Fax: (718) 436-5997
Email: JACK@JACOBGLICKCPA.COM

March 17, 2008

The Board of Directors

Prayztel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

I have audited the accompanying balance sheet of Prayztel Communications LLC as of March 13, 2008. This schedule is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Prayztel Communications LLC as of March 13, 2008 in conformity with generally accepted accounting principles.

Jacob Glick C.P.A.

Prayztel Communications LLC

Balance Sheet

March 13, 2008

Assets

Current Assets:

Cash in Bank	\$	87,207	
Total Current Assets			87,207
Total Assets		\$	<u>87,207</u>

Liabilities and Partners Equity

Partners Equity		<u>87,207</u>	
			87,207
		\$	<u>87,207</u>

See Accompanying Notes and Accountants Audit Report

Prayztel Communications LLC
Statement of Cash Flows
For the Period Ended March 13, 2008

Investing Activities

Partners Equity	<u>87,207</u>	
Cash flow from Investing activities		87,207

Net decrease in cash	87,207
Cash at beginning of year	<u>0</u>
Cash at March 13, 2008	<u>\$ 87,207</u>

See accompanying notes and Accountants compilation report

Prayzel Communications LLC
Notes to Financial Statement
March 13, 2008

NOTE 1 - Summary of Significant Accounting Policies

This summary of significant accounting policies of Prayzel Communications LLC is presented to assist in understanding the Company's statement of financial condition. The statement and notes are representations of the Company's management for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the presentation of the statement.

NOTE 2 Organization

Prayzel Communications LLC was formed under the laws of and in the state of Delaware in January of 2008 and plans to conduct business in various states as soon as they are properly licensed.

NOTE 3 Nature of Business

The company will be engaged in purchasing and reselling local telephone access - otherwise called dial tone. The first areas of service are planed to be only two states. Eventually, the Company plans to expend in more state. The market is only restricted by applicable licensing.

NOTE 4 Partners Equity

The partners of the entity have contributed varying amounts to form this entity.

EXHIBIT "D"
BIOGRAPHY INFORMATION

Mark A. Goldsmith

Representative Experience

Counsels clients on joint ventures, mergers and acquisitions, workouts, and state and local income and transfer taxes.

Advises on mergers, asset sales and other acquisitions, public and private securities offerings, and other capital transactions.

Publications

Associate Editor, West's McKinneys Forms - Estates and Surrogate Practice Recompilation (1983-1984)

Assistant Tax Editor, Matthew Bender & Company, Inc.

Assistant Tax Editor, New York Practice Guide - Business and Commercial

Work Experience

Partner, Troutman Sanders LLP, 2005-present

Partner, Jenkins & Gilchrist Parker Chapin LLP, 2002-2005

Partner, Herrick Feinstein LLP, 1984-1992

Education

New York University, LL.M., 1986

Columbia University, J.D., 1981

Touro College, B.A., 1978

Bar Admissions

New York
New Jersey
Florida

Court Admissions

U.S. Tax Court

Memberships

Association of the Bar of the City of New York
New York State Bar Association

In 1993, upon graduation from Washington University with a BS in Business Administration, Kevin Singer took a job in Boca Raton, Florida with a large wholesale grocery supplier, Purity Wholesaler Grocery. At Purity Mr. Singer worked in a new division, frozen foods. For the next three years he helped turn this new division into one that sold over \$100 million in goods. The owner of Purity then asked Kevin to train all new employees, which he undertook for the next year. During that year, Purity purchased a pharmaceutical wholesale company, Supreme Distributors, in Detroit Michigan. Kevin was sent to Detroit to train and help integrate the two companies. After working with the team at Supreme Kevin decided he liked the pharmaceutical industry and asked and became a part of this team. Kevin became a buyer for the newly merged Supreme and enjoyed two years working as a buyer. It is to be noted that Mr. Singer increased sales by over 60%.

In 1998, one of Kevin's biggest customers approached him and offered him a job helping to run his company. That offer was from Paul Leight and Kevin took the opportunity to join him. Over the next 10 years Kevin worked with Paul growing the business and eventually became a partner with Paul in many successful endeavors.

In December of 2005 the team purchased DrugPlace a mail order central fill pharmacy located in Pompano Beach, Florida. DrugPlace has become the exclusive mail-order pharmacy for The Church Of God In Christ (COGIC). The 19,000 COGIC churches across the nation are the worshipping places for over five (5) million members. COGIC is the largest Pentecostal Church in the United States. Under the guidance of Kevin Singer DrugPlace has gone from \$5 million in sales to over \$100 million.

In addition to the above, in 2007 Mr. Singer became a Member of Prayztel Communications, LLC.

Kevin lives in Hollywood, Florida with his wife and 2 young daughters.

John Lieberman is a resident of New York City, where he owns several telecom businesses. Mr. Lieberman is one of a handful of franchises who owns and operates New York City public pay phones, under a Franchise Agreement with the City of New York. With more than 500 public pay phones under his control, he is one of the largest owner/operators in NYC.

Additionally, Mr. Lieberman owns Talkspan, Inc., a licensed CLEC in New York.

Mr. Lieberman has a broad range of experience in the telecom industry, including financing businesses operating companies, negotiating contracts with carriers, servicing, and advertising and is also the Chief Technology Officer for his company.

John is 41 years old, single and lives in Brooklyn, NY.

EXHIBIT "E"
CORPORATE ORGANIZATION CHART

PZI Group LLC

100%

Praytel Communications LLC

EXHIBIT "F"
INTRALATA PRESUBSCRIPTION IMPLEMENTATION PLAN

PRAYZTEL COMMUNICATIONS LLC (Prayztel)
IntraLATA Presubscription Implementation Plan

I. Purpose

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. Prayztel proposes to implement intraLATA toll dialing parity from the date it receives authority to provide local exchange services in Tennessee and has entered into interconnection arrangements with the ILECs. Prayztel proposes to provide toll dialing parity to the Chattanooga, Knoxville, Memphis and Nashville LATAs. Attached hereto are the exchange areas that Prayztel proposes to provide intraLATA toll dialing parity.

II. Carrier Selection Procedures

Prayztel will implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the implementation date.

Prayztel employees who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Business Office personnel will be prepared to make changes in customer records based upon requests from customers or carriers and direct customers to their chosen intraLATA carriers. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. Prayztel will implement a PIC change charge waiver period of 90 days.

New Customers

Customers who contact Prayztel requesting new telephone exchange service will be provided a list of telecommunications carriers available to provide interLATA toll service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including Prayztel, that provides intraLATA toll service in their exchange. The list of intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier will be identified within Prayztel's system as a "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" within Prayztel's systems will be required to dial 101XXXXX to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier.

III. Customer Education/Notification

Customers will receive information explaining their opportunity to select an intraLATA carrier a minimum of 30 days in advance of the offering of intraLATA toll dialing parity via a bill message. In addition, during the 30 days following implementation of intraLATA Dialing Party, customers will receive a bill insert also explaining their opportunity to select an intraLATA carrier. Prayztel anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. Customer telephone directories will be updated as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier.

IV. Carrier Notification

Current interexchange carriers will be notified of Prayztel's intraLATA toll dialing parity implementation via letter approximately 90 days in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of Prayztel's implementation date. Prayztel needs notification in advance to include the carrier on the list of participating carriers in each Prayztel exchange. Certified carriers who enter the market after implementation will be added to the list of participating carriers within 30 days of notifying Prayztel.

Prayztel will provide subscriber listing information to carriers in "readily accessible" tape or electronic formats in a timely manner as requested through the processes that currently exist for the interLATA market. The process includes subscriber listing updates to carriers for new customers who choose that carrier or of existing customers of a carrier who revise their subscriber listing information. In addition, carriers can obtain complete subscriber listings in several formats. The provision of this information is in compliance with FCC Order No. 96-333, Paragraph 389.

Prayztel will comply with Part 51, Sections, 305, 307, 325, 327, 329, 331, 333 and 335 of the FCC Order in providing the required information and notice to the public of network changes. Prayztel plans to file a public notice with the FCC, with possible migration of the notice to the Internet process as described in Section 329. The notice will include network information as outlined in Section 327. The notice will be provided within the timeframes described in Sections 331-333. Prayztel will comply with all rules of the FCC and the TRA.

V. Non-Discriminatory Access

Prayztel will provide:

- non-discriminatory access to emergency services and services for the hearing and speech impaired;
- non-discriminatory access to local and long distance directory assistance and provision of local telephone directories to end users;
- non-discriminatory access to operator services;
- non-discriminatory access using standard dialing patterns to all interLATA and intraLATA long distance carriers, including 1+ and 0+ access to the customer's carrier of choice for interLATA calls; and
- non-discriminatory access to telephone numbers and number portability where technically and economically feasible.

VI. Slamming Policy

Verification of orders

Prayztel will not submit a change order for local exchange or intrastate toll service until the change order is confirmed in accordance with one of the following procedures:

(a) Prayztel has obtained the customer's written authorization to submit the order which includes the following information from the customer:

- (1) The customer billing name, billing telephone number and billing address and each telephone number to be covered by the change order;
- (2) The decision to change; and
- (3) The customer's understanding of the change fee.

(b) Prayztel has obtained the customer's authorization, as described in (a) of this subsection, electronically.

Calls to the number(s) shall connect a customer to a voice response unit, or similar, that records the required information regarding the change, including automatically recording the originating automatic number identification (ANI).

(c) An appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative has obtained the customer's oral authorization to submit the change order that confirms and includes appropriate verification data in (a) of this subsection.

Implementing order changes

(a) Telemarketing orders. Within three business days of any telemarketing order for a change, Prayztel will send each new customer an information package by first class mail containing at least the following information concerning the requested change:

- (1) The information is being sent to confirm a telemarketing order placed by the customer.
- (2) The name of the customer's current telecommunications company.
- (3) A description of any terms, conditions or charges that will be incurred.

- (4) The name of the newly requested telecommunications company.
- (5) The name of the person ordering the change.
- (6) The name, address and telephone number of both the customer and Prayztel.
- (7) A postpaid postcard which the customer can use to deny, cancel or confirm a service order.
- (8) A clear statement that if the customer does not return the postcard, the customer's service will be switched fourteen days after the date the information package was mailed. If customers have cancelled their orders during the waiting period, Prayztel cannot submit the customer's order.
- (9) The name, address and telephone number of a contact point for consumer complaints.
- (b) The documentation of the order shall be retained by Prayztel, at a minimum, for twelve months to serve as verification of the customer's authorization to change its telecommunications company. The documentation will be made available to the customer upon request.
- (c) Customer initiated orders. Prayztel when receiving the customer initiated request for a change of local exchange and/or intrastate toll shall keep an internal memorandum or record generated at the time of the request. Such internal record shall be maintained by Prayztel for a minimum of twelve months to serve as verification of the customer's authorization to change telecommunications companies. The internal record will be made available to the customer upon request. Within three business days of the order, Prayztel will send each new customer an information package by first class mail containing at least the following information concerning the request to change.

List of Exchanges

Adams-Cedar Hill	Arlington	Ashland City	Athens
Bean Station	Bells	Bent Creek	Benton
Bethel Springs	Big Sandy	Blanche	Bolivar
Brownsville	Bulls Gap	Camden	Carthage
Cedar Grove	Centerville	Charleston	Charlotte
Chattanooga	Chestnut Hill	Clarksville	Cleveland
Clinton	Collierville	Columbia	Copper Basin
Covington	Cross Plains	Culleoka	Cumberland City
Cumberland Gap	Cunningham	Dandridge	Dayton
Decatur	Dickson	Dover	Dyer
Dyersburg	Eagleville	East Sango	Elkton
Etowah	Fairview	Fayetteville	Flintville
Franklin	Fredonia	Gallatin	Gatlinburg
Georgetown	Gibson	Gleason	Goodlettsville
Grand Junction	Greenback	Greenbrier	Greenfield
Halls	Hampshire	Harriman	Hartsville
Henderson	Hendersonville	Henning	Hohenwald
Hornbeak	Humboldt	Huntington	Huntland
Jackson	Jasper	Jefferson City	Jellico
Kenton	Kingston	Kingston Springs	Knoxville
LaFollette	LaGrange	Lake City	Lawrenceburg
Lebanon	Lenoir City	Lewisburg	Lexington
Loudon	Lyles	Lynchburg	Lynnville
Madisonville	Manchester	Maryville	Mascot
Maynardville	McEwen	McKenzie	Medina
Memphis	Middleton	Milan	Morristown
Moscow	Mt. Pleasant	Murfreesboro	Nashville
Newbern	Newport	Normandy	Norris
N. Spring Hill	Oak Ridge	Old Hickory	Oliver Springs
Palmyra	Paris	Petersburg	Pleasant View
Portland	Pulaski	Ridgely	Ripley
Rockwood	Rogersville	Sango	Santa Fe
Savannah	Selmer	Sevierville	Sewanee
Shelbyville	Smyrna	Sneedville	Soddy-Daisy
Solway	Somerville	S. Cunningham	S. Fredonia
S. Pittsburgh	Spencer Mill	Spring City	Springfield
Spring Hill	Summertown	Surgoinsville	Sweetwater
Tiptonville	Trenton	Triune	Troy
Tullahoma	Union City	Vanleer	Wartrace
Watertown	Waverly	W. Sweetwater	W. Whiteville
White Bluff	White House	White Pine	Whiteville
Whitewell	Williamsport	Winchester	

EXHIBIT "G"
SMALL & MINORITY OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

PRAYZTEL COMMUNICATIONS LLC

**SMALL & MINORITY OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, Prayztel Communications LLC ("Prayztel") submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Prayztel is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Prayztel will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, Prayztel will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Prayztel of such opportunities. Prayztel's representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, Prayztel will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls 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).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. ADMINISTRATION

Prayztel's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Prayztel's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Mark Goldsmith, Manager
Prayztel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020
Telephone: (877) 556-0557

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.

II. DEFINITIONS

As defined in §65-5-212.

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Mark Goldsmith, Manager
Prayztel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020
Telephone: (877) 556-0557

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.

- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within Prayztel and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.
- In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
Small Business Administration
Office of Minority Business

The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above.

Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

Prayzel will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Prayzel will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

Prayzel will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Prayzel will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Prayzel Communications LLC

By: 

Mark Goldsmith
Manager

Dated: April 4, 2008

TN IXC & CLEC App

EXHIBIT "H"
PRE-FILED TESTIMONY

**PRE-FILED TESTIMONY
OF
MARK GOLDSMITH**

I. Introduction

- 1 1. Q. Please state your name and business address.
- 2 A. My name is Mark Goldsmith. My business address is 1930 Harrison Street, Suite
- 3 605, Hollywood, Florida 33020.
- 4 2. Q. By whom are you employed and in what capacity?
- 5 A. I am Manager for Prayztel Communications LLC ("Prayztel").
- 6 3. Q. Please give a brief description of your background and experience in business and
- 7 telecommunications.
- 8 A. My background and experience, as well as other members of the management team
- 9 of Prayztel, are set forth in Exhibit D to our application.

4. Q. What is the purpose of your testimony?

A. The purpose of my testimony is to describe the nature of Prayztel's proposed service offering within the State of Tennessee, and to demonstrate its financial, managerial, and technical ability to provide the telecommunications services for which authority is sought herein.

5. Q. Do you wish to incorporate by reference any documents into your testimony?

A. Yes. I wish to incorporate by reference the underlying Application filed in this proceeding and its associated attachments.

II. The Business of Prayztel

6. Q. Has Prayztel registered to do business in Tennessee?

A. Yes. Prayztel is a Delaware Limited Liability Company that has received authorization to transact business within the State of Tennessee. A copy of Prayztel's Certificate of Formation and Operating Agreement are attached to the Application as Exhibit A and a copy of the document of authorization from the State of Tennessee is attached to that Application as Exhibit B.

1 7. Q. Please describe the services Prayztel intends to provide within the State of
2 Tennessee.

3 A. Prayztel expects to offer a full array of local exchange services to both business
4 and residential customers, including the following:

5 Interexchange (switched and dedicated services):

- 6 A. 1+ and 101XXXX outbound dialing;
7 B. 800/888 toll-free inbound dialing;
8 C. Calling cards; and
9 D. Data Services.
10

11 Local Exchange:

- 12 A. Local Exchange Services for business and residence customers that will
13 enable customers to originate and terminate local calls in the local calling area
14 served by other LECs, including local dial tone and custom calling features.
15 B. Switched local exchange services, including basic service, trunks, carrier
16 access, and any other switched local services that currently exist or will exist in the
17 future.
18 C. Non-switched local services (e.g., private line) that currently exist or will
19 exist in the future.
20 D. Centrex and/or Centrex-like services that currently exist or will exist in the
21 future.
22 E. Digital subscriber line, ISDN, and other high capacity services.

23 In addition to the services listed above, Prayztel, through interconnection with other
24 carriers, will offer dual-party relay services, 9-1-1 Emergency Services, directory
25 assistance and operator assisted calls, lifeline, and toll-free calling.
26

1 8. Q. How does Prayztel intend to provide service in the State of Tennessee?

2 A. Prayztel will initially resell services and provide service using unbundled network
3 elements utilizing the facilities of the existing LECs or other competitive carriers
4 that presently serve Tennessee. Prayztel has no plans at this time to install
5 facilities to provide local exchange services in Tennessee.

1

2

3

9. Q. Does Prayztel have authorization to provide intrastate telecommunications services
in any other state?

4

5

A. No. Applicant was recently formed and has an application pending in California
to provide local exchange and interexchange services.

6

7

10. Q. Has Prayztel ever had an application for a certificate of public convenience and
necessity denied?

8

9

A. No.

11. Q. Does Prayztel intend to file a tariff with the Commission?
- A. Yes. Prayztel has filed proposed tariffs with its application.
12. Q. Is Applicant is willing and able to adhere to all applicable TRA policies, rules and orders?
- A. Yes. Applicant is willing and able to adhere to all applicable TRA policies, rules and orders. In addition, Prayztel at all times will provide interstate services in compliance with all FCC rules and regulations. Prayztel will at all times provide and market services in accordance with current Commission policies and will attempt to comply with the terms of that order in every respect possible.

13. Q. Has Prayztel provided any intrastate telecommunications services within the State of Tennessee?

A. No it has not.

14. Q. What rates will Prayztel charge upon receipt of certification?

A. Prayztel will charge the tariffed rates approved by the Commission.

15. Q. How will Prayztel market services in Tennessee?

A. Prayztel intends to market its services via direct sales by Prayztel 's employees.

III. Managerial, Technical and Financial Qualifications

16. Q. Does Prayztel have sufficient managerial, technical, and financial resources and ability to provide the telecommunications services proposed in its Application?

A. Yes. Prayztel has sufficient technical, financial, and managerial resources and ability to provide the telecommunications services for which authority is sought herein. Prayztel's personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience.

My qualifications and experience, as well as members of Prayztel's current management team, are discussed on Exhibit D which is attached to our Application in support of Applicant's managerial and technical ability to provide the services for which authority is sought herein.

17. Q. How does Prayztel handle customer service requests?

A. Registrant's customer service department may be contacted nationwide via a local or toll-free number. The Company will maintain a Customer Service Department exclusively for Customer's questions, requests for service, complaints and trouble handling. The Company's Customer Service address and applicable local or toll free number(s) will be printed on the Customer's bill. The Customer Service Department will be located at 1930 Harrison Street, Suite 605, Hollywood, Florida 33020.

Office Hours- Excluding holidays, Customer Service Representatives will be available 8:00 AM to 5:00 PM standard time Monday through Friday. After hours, Sundays and on holidays, Customers will automatically forwarded to an answering service for messaging and paging.

Complaint Procedures- The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Company finds its actions to be consistent with its Tariff, the Company will inform the Customer of its no fault finding and require full payment of any outstanding balance due.

If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Commission for final determination.

18. Q. Please describe the financial condition of Prayztel.

A. In support of Prayztel's financial ability to provide the services sought herein, a copy of Prayztel's Balance Sheet as of March 13, 2008 and Statement of Cash Flows for the period ending March 13, 2008, was submitted as Exhibit C to its Application.

IV. Public Interest

19. Q. How will residents of Tennessee benefit from Prayztel's services and presence in Tennessee?

The Commission's grant of this certificate is in the public interest because residential and business consumers of telecommunications services within Prayztel's service territory will receive increased choice, improved quality of service, and heightened opportunities to obtain improved technology in the homes and businesses. Market incentives for new and old telecommunications providers in Tennessee will be improved greatly through an increase in the diversity of suppliers and competition within the local exchange telecommunications market. Consistent with the Commission's intent to aid in the development of a competitive telecommunications environment in Tennessee, the granting of a certificate of authority to provide local exchange and interexchange service will offer increased efficiency to the State's telecommunications infrastructure through greater reliability of services and an increase in competitive choices.

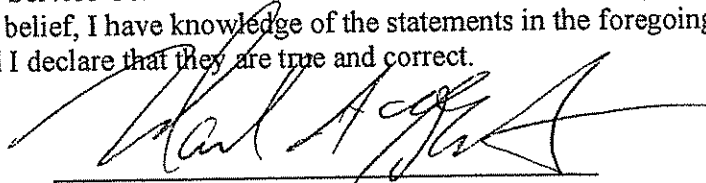
20. Q. Does this conclude your testimony?

A. Yes. I would like to thank the Commission for this opportunity to provide information relevant to Prayztel's Application and am ready to provide any additional information that the Commission may need in making its decision.

VERIFICATION OF APPLICANT

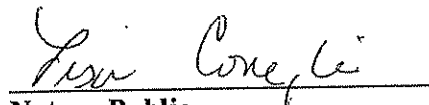
VERIFICATION OF APPLICANT

I, Mark Goldsmith, Manager of Prayztel Communications LLC, a Delaware Limited Liability Company, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of Tennessee, verify that based on information and belief, I have knowledge of the statements in the foregoing Pre-Filed Testimony, and I declare that they are true and correct.


Mark Goldsmith
Manager
Prayztel Communications LLC

Sworn to me, the undersigned
Notary Public on this
4th day of March, 2008.

State of New York
County of New York


Notary Public

TN IXC & CLEC App

LISA CONIGLIO
Notary Public, State of New York
No. 01CO5048711
Qualified in New York County
Commission Expires August 28, 2009

EXHIBIT "T"
NUMBERING ISSUES & TENNESSEE SPECIFIC OPERATION ISSUES

Numbering Issues

1. Applicant's expected demand for NXXs within a year of approval of our application is 60 to 80 NXXs per NPA.
2. Applicant estimates it will request 60 NXXs from NANPA when we establish our service footprint.
3. We expect to establish our initial service footprint in the 615 and 931 NPAs within 6 months of certification.
4. The company will sequentially assign numbers within NXXs if it is required by Commission rules and regulations. In other jurisdictions customer requirements have dictated the non-sequential assignment of telephone numbers.
5. The company will follow NANPA guidelines and Commission regulations and assign numbers accordingly.
6. When ordering NXXs for growth, we follow the forecasting guidelines set by NANPA and the state regulatory body. In the California jurisdiction we currently apply a 6 or 12 month forecast, depending on the jeopardy situation in a given NXX.

Tennessee Specific Operation Issues

1. Our current billing system will allow us to bill the calling plan in compliance with TCA Section 65-21-114.
2. At this time, the company is not aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database. The company intends to address all interconnection requirements and procedures with Bell South during the negotiation process and prior to the provision of local exchange service.
3. The company initially intends to provide service in Nashville, Memphis, Knoxville and Chattanooga.. It is the Company's usual practice to mirror the calling pattern on the incumbent LEC, therefore this is how the company will provide metro area toll-free calling around Memphis, Nashville, Knoxville & Chattanooga.

4. At this time, the company is not aware of the MAC database maintained by BellSouth and the procedures to enter your telephone number on the database. The company intends to address all interconnection requirements and procedures with Bell South during the negotiation process and prior to the provision of local exchange service.

5. Employee responsible to work with the TRA on resolving customer complaints:

Regulatory contact: Mark Goldsmith, Manager
(877) 556-0557

Customer Service contact: Mark Goldsmith, Manager
(877) 556-0557

6. The company intends to use telesales by its own employees. The company is aware of the telemarketing statutes and limitations found in TCA Section 65-4-401 and Chapter 1220-4-11 and will make every effort to comply with these regulations.

EXHIBIT "J"
BOND OR LETTER OF CREDIT

See Attached

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

WHEREAS, Praytel Communications, LLC - 1930 Harrison St., Ste 605, Hollywood, FL (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, Hartford Fire Insurance Company
(the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

This bond shall become effective on the 1st day of April, 2008, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

Page 1 of 2

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF _____
COUNTY OF _____

Before me, a Notary Public of the State and County aforesaid, personally appeared _____
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing
bond on behalf of _____, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this _____ day of _____, 20____.

My Commission Expires:

_____, 20____

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York
COUNTY OF Nassau

Before me, a Notary Public of the State and County aforesaid, personally appeared Denese Thompson
_____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the
foregoing bond on behalf of Hartford Fire Insurance Company, the within named Surety, a corporation licensed to do business in the
State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state
pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so,
executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 31st day of March, 2008.

My Commission Expires:

TARA LAVERDIERE
Notary Public, State of New York
No. 01LA6076587
Qualified in Nassau County
Commission Expires 6/24/2010

Notary Public

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory
Authority, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 12 127332

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED** :

LOUIS J. SPINA, ANTHONY J. PANNO, DENESE THOMPSON, TARA LAVERDIERE, KIM SPINELLO,
JENNIFER WEINGARTEN OF GARDEN CITY, NEW YORK

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Pasoka

Scott E. Pasoka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 31, 2008
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

EXHIBIT "K"
PROPOSED TARIFFS

TITLE SHEET

TENNESSEE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Prayztel Communications LLC ("Prayztel"), with principal offices at 1930 Harrison Street, Suite 605, Hollywood, Florida 33020. This tariff applies for services furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: April 2, 2008
By:

Mark Goldsmith, Manager
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

Effective:

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

Issued: April 2, 2008
By:

Mark Goldsmith, Manager
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

Effective:

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	20	Original
2	Original	21	Original
3	Original	22	Original
4	Original	23	Original
5	Original	24	Original
6	Original	25	Original
7	Original	26	Original
8	Original	27	Original
9	Original	28	Original
10	Original	29	Original
11	Original	30	Original
12	Original	31	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

* New or Revised Sheet

Issued: April 2, 2008

By:

Mark Goldsmith, Manager
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

Effective:

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<u>CHECK SHEET</u>	3
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Issued: April 2, 2008
By:

Mark Goldsmith, Manager
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

Effective:

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

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

D. Check Sheets: When a 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 on Commission file.

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SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Tennessee Regulatory Authority.

Company or Prayztel - Used throughout this tariff to mean Prayztel Communications LLC, a Delaware Limited Liability Company.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

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Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Tennessee.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Tennessee. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

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- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

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2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

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2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on any unpaid amount 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee \$25 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute that is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

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(877) 556-0557

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

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A card will expire on the date indicated on the card, or if no date is specified, 6 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings.

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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3.5.9 Operator Verification/Interruption Service

Intra-LATA Verification Service provides operator assistance in determining if a called line is in use. Intra-LATA Interruption Service provides for operator interruption of a conversation in progress on a called line. The customer may request these intra-LATA long distance services for a charge, where facilities are available, by calling the "O" operator.

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SECTION 4 - RATES**4.1 1+ Dialing**

Mileage	DAY		EVENING		NIGHT/ WEEKEND	
	First Minute	Add'l Minute	First Minute	Add'l Minute	First Minute	Add'l Minute
10	0.1000	0.1000	0.0700	0.0700	0.0470	0.0470
16	0.1000	0.1000	0.0700	0.0700	0.0470	0.0470
22	0.1500	0.1500	0.1050	0.1050	0.0705	0.0705
30	0.1500	0.1500	0.1050	0.1050	0.0705	0.0705
40	0.1900	0.1900	0.1330	0.1330	0.0893	0.0893
55	0.1900	0.1900	0.1330	0.1330	0.0893	0.0893
70	0.2100	0.2100	0.1470	0.1470	0.0987	0.0987
85	0.2100	0.2100	0.1470	0.1470	0.0987	0.0987
292	0.2100	0.2100	0.1470	0.1470	0.0987	0.0987

A \$4.95 per month per number service charge applies.
Billed in one minute increments

4.2 Travel Cards

\$.25 per minute

A \$0.80 per call service charge applies.
Billed in one minute increments

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4.3 Toll Free

\$0.15 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments

4.4 Prepaid Calling Cards**Program**

A	\$.015 Per Telecom Unit
B	\$.019 Per Telecom Unit
C	\$.025 Per Telecom Unit
D	\$.029 Per Telecom Unit
E	\$.032 Per Telecom Unit
F	\$.035 Per Telecom Unit
G	\$.039 Per Telecom Unit
H	\$.049 Per Telecom Unit
I	\$.05 Per Telecom Unit
J	\$.059 Per Telecom Unit
K	\$.06 Per Telecom Unit
L	\$.08 Per Telecom Unit
M	\$.09 Per Telecom Unit
N	\$.10 Per Telecom Unit
O	\$.11 Per Telecom Unit
P	\$.12 Per Telecom Unit
Q	\$.13 Per Telecom Unit
R	\$.14 Per Telecom Unit
S	\$.15 Per Telecom Unit
T	\$.19 Per Telecom Unit
U	\$.20 Per Telecom Unit
V	\$.25 Per Telecom Unit
W	\$.29 Per Telecom Unit
X	\$.30 Per Telecom Unit
Y	\$.33 Per Telecom Unit

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Z	\$.35 Per Telecom Unit
AA	\$.39 Per Telecom Unit
BB	\$.40 Per Telecom Unit
CC	\$.50 Per Telecom Unit
DD	\$.005 Per Telecom Unit
EE	\$.01 Per Telecom Unit
FF	\$.07 Per Telecom Unit

A \$0.99 per call service charge applies.

A one-time maintenance fee of \$1.00 applies after the 1st call.

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By:

Mark Goldsmith, Manager
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

Effective:

4.5 Returned Check Charge

\$20.00

4.6 Directory Assistance

\$0.30

4.7 Station Charges

The following charges are in addition to the MTS rates in Section 4.1, preceding.

	Charge per Call
Calling Card	0.80
Operator Assisted Station-to-Station	2.25
Person-to-Person	4.90
Operator Verification ¹	1.50
Interrupt Service ²	3.00

¹ A charge applies each time the operator verifies a called line and hears voice communication.

² A charge applies each time the operator interrupts a conversation that is in progress on the called line. The charge is for both the verify and interrupt service and does not depend on whether the called party agrees to release the line and accept the call.

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4.8 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period	Evening Rate Period	
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

- * To, but not including
When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

4.9 Payphone Dial Around Surcharge

A dial around surcharge of \$0.90 per call will be added to any completed intrastate toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.10 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator. A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

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Hollywood, Florida 33020

Effective:

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY
PRAYZTEL COMMUNICATIONS LLC
WITHIN THE STATE OF TENNESSEE**

Issued: April 2, 2008
Issued by:

Mark Goldsmith, Manager
Prayzel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

Effective:

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
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6	Original	31	Original	56	Original	81	Original		
7	Original	32	Original	57	Original	82	Original		
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9	Original	34	Original	59	Original	84	Original		
10	Original	35	Original	60	Original	85	Original		
11	Original	36	Original	61	Original	86	Original		
12	Original	37	Original	62	Original	87	Original		
13	Original	38	Original	63	Original	88	Original		
14	Original	39	Original	64	Original	89	Original		
15	Original	40	Original	65	Original	90	Original		
16	Original	41	Original	66	Original	91	Original		
17	Original	42	Original	67	Original	92	Original		
18	Original	43	Original	68	Original	93	Original		
19	Original	44	Original	69	Original	94	Original		
20	Original	45	Original	70	Original	95	Original		
21	Original	46	Original	71	Original	96	Original		
22	Original	47	Original	72	Original	97	Original		
23	Original	48	Original	73	Original	98	Original		
24	Original	49	Original	74	Original	99	Original		
25	Original	50	Original	75	Original				

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EXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the 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.

Prayzel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

Original Page 5
Tennessee Tariff Number 2

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Prayzel Communications LLC, to customers within the state of Tennessee.

Issued: April 2, 2008
Issued by:

Mark Goldsmith, Manager
Prayzel Communications LLC
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Effective:

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to a switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment - Part or all of a payment required before the start of service.

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

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - Tennessee Regulatory Authority.

Company or Carrier - Prayztel Communications LLC, unless otherwise clearly indicated by the context.

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

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

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

LEC - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF") - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Telephone Company - Used throughout this tariff to mean Prayztel Communications LLC, unless clearly indicated otherwise by the text.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Tennessee, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.5 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 routine preventative 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 notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Tennessee Regulatory Authority's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (cont'd.)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Tennessee Regulatory Authority to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved.

The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Tennessee Regulatory Authority Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (C) Deposits will accrue interest annually at the rate per annum in accordance with Tennessee Regulatory Authority Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Tennessee gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Tennessee Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Tennessee, or both, and are charged to a subscriber's telephone number or account in Tennessee.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end of the last day of the month, 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 thirty (30) days.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority in accordance with the Commission's rules and procedure. The address of the Commission is as follows:

Tennessee Regulatory Authority
460 Robertson Parkway
Nashville, Tennessee 37243
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, 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, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.3 Discontinuance of Service for Cause

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) 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 services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.6 Changes in Services Requested

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

2.6.7 Bad Check Charge

A service charge equal to \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.1 General (Continued)

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service, (Continued)

(D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service to be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.9 Lifeline Program

The lifeline program provides assistance for eligible Residential customers. The Federal Lifeline Program reduces the subscriber's monthly telephone bill by \$13.50.

2.9.1 Eligibility

Customers are eligible if they participate in at least one of the following programs: Medicaid, Food Stamps, Federal Public Housing, Supplemental Security Income, Low Income Home Energy Assistance Program, Temporary Assistance to Needy Families (TANF), or National School Lunch's free lunch program (NSL). Additionally, a customer with total gross annual income that does not exceed 125% of the federal poverty income guidelines may apply directly to the Tennessee Regulatory Authority (TRA) for Lifeline eligibility certification.

2.9.2 Regulations

1. Regulations specified elsewhere in the Company's tariffs apply to the Lifeline Service.
2. Lifeline Service is available only with residence services. Lifeline Service is limited to one line per household at the customer's primary residence.
3. A non-recurring service charge does not apply when Lifeline Service is added or discontinued to existing service when that is the only work being done.
4. The Lifeline plan will apply after receipt and processing of a completed Lifeline application, including documentation providing eligibility.
5. Customers of Lifeline Service must notify the Company of any changes that would affect qualification. Reverification of eligibility will take place on an ongoing basis. When the customer is no longer eligible for Lifeline service, the Lifeline discount will be discontinued and regular tariffed rates and charges will apply.
6. As a participant in Lifeline Service, customers are eligible to receive toll blocking service at no charge. This service will only be provided at the customer's request.

Toll blocking service is defined as a central office service that restricts access to the network. Toll blocking is provided where facilities permit and will not allow 1+, 0+, 0-, 101XXXX, 900, or interzone calls to be completed. Toll blocking does not restrict local calls, calls to intraNPA directory assistance, telephone repair service, 911, or calls to 800 or 950 numbers.

2.9.3 Link-Up

Link up is offered to Customers who meet the eligibility requirements for Lifeline. A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.

2.10 Transfers 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 to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.12 Notices and Communications

- 2.12.2 The Customer shall designate on the service order 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.
- 2.12.3 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.4 Except as otherwise stated in this tariff, 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 placement 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.
- 2.12.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) AT&T

3.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Tennessee Regulatory Authority reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in AT&T's Tennessee General Local Exchange Service Tariff.

3.3 Reserved for Future Use

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First Line	\$41.50	\$58.50
Each Additional Line	\$18.00	\$31.00
Line Change Charge		
First Line	\$28.00	\$47.00
Each Additional Line	\$15.00	\$15.00
Record Order Charge	\$9.95	\$24.00

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Residential</u>	<u>Business</u>
Initial 15 minute increment	\$28.00	\$28.00
Each Additional 15 minute increment	\$11.00	\$11.00

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Per occasion	\$15.00	\$35.00

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Tennessee Regulatory Authority:

Standard Residence Line Service
Standard Business Line Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services (including Vanity Numbers and Number Portability)

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)

5.1 General (Continued)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, Tennessee State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.2 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.3 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

- Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.
- Step 3: Square each difference obtained in step (b) above.
- Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
- Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

$$(V_1 - V_2)^2 + (H_1 - H_2)^2$$

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.4 Rate Periods for Time of Day Sensitive Services

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO							
5:00 PM*							
5:00 PM							
TO							
11:00 PM*							
11:00 PM TO							
8:00 AM*							

*Up to but not including.

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.5 Standard Residence Line

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

5.8 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enables DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

5.9 Reserved for Future Use

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.10 Reserved for Future Use

5.11 Optional Calling Features

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

5.11.1 Features Descriptions

- (A) **Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;
Priority Screening;
Ring Control; and
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) **Flexible Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (C) **Flexible Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (D) Flexible Call Forwarding Plus with Audio Calling Name: Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (E) Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) Call Forwarding Variable, Remote Access: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (G) Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) Call Forwarding Don't Answer w/Ring Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (I) **Call Forwarding Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (J) **Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (K) **Call Forwarding Busy Line w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (L) **Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (M) **Call Waiting – Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;
Answer the waiting call and disconnecting from the first party;
Direct the waiting caller to hold via a recording
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

- (N) **Call Waiting – Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.

- (O) **Caller ID – Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (P) **Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (Q) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- (R) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (S) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (T) **Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (U) **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (V) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (W) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (X) **Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (Y) **Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.
- (Z) **Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
 - Calls to 800 Service numbers
 - Calls to 900 Service numbers
 - Calls preceded by an interexchange carrier access code
 - International Direct Distance Dialed calls
 - Calls to Directory Assistance
 - Calls to 911

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

(AA) **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

(AB) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.12 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.12.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.12.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.13 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

5.14 Miscellaneous Services

5.14.1 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

5.14.2 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

Prayzel Communications LLC
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SECTION 6.0 - RESERVED FOR FUTURE USE

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Issued by:

Mark Goldsmith, Manager
Prayzel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

Effective:

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST

7.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Tennessee Regulatory Authority. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of 's local exchange services, in whole or in part, prior to the effective date hereof.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST, (CONTINUED)

7.2 Standard Residence Local Exchange Service

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service (Continued)

7.2.1 Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges do not include Touch-tone Service. The rates and charges below apply to service provided on a month-to-month basis.

AT&T Area RATE CLASS	SERVICE TYPE		
	Flat Rate	Measured Rate	RegionServ
Rate Class 1	\$7.78	\$5.46	\$4.50
Rate Class 2	\$8.74	\$6.13	\$4.50
Rate Class 3	\$9.32	\$6.54	\$4.50
Rate Class 4	\$12.21	\$8.55	\$5.50
Rate Class 5	\$12.52	\$8.75	\$5.50
Rate Class 1C	\$10.61	\$7.41	N/A
Rate Class 2B	\$9.27	\$6.49	N/A
Rate Class 2C	\$10.25	\$7.16	N/A
Rate Class 2D	\$9.32	\$6.54	N/A
Rate Class 3B	\$9.63	\$6.74	N/A

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service (Continued)

7.2.2 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

Customers subscribing to Measured Service will be charged a monthly recurring charge and will be charged a per minute rate for all local outgoing calls. Local usage is billed in arrears.

AT&T Area	First Minute	Add'l Minute
Day Period	\$0.040	\$0.020
Evening Period	\$0.026	\$0.013
Night Period	\$0.016	\$0.008

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service, (Continued)

7.2.2 Usage Sensitive Charges and Allowances, (Continued)

(C) RegionServ Service

RegionServ is an enhanced form of measured service for measured calling to the standard local calling area and all wire centers within 40 miles. Customers subscribing to RegionServ Service will be charged a monthly recurring charge and a per minute charge is applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Peak time is Monday to Friday from 7:00am to 6:59pm. Off-Peak time is all day Saturday and Sunday and Monday to Friday 7:00pm to 6:59am.

AT&T Area

BAND	PEAK MINUTE	OFF-PEAK MINUTE
Band A (Local Calling)	\$0.02	\$0.01
Band B (17-30 miles)	\$0.05	\$0.025
Band C (31-40 miles)	\$0.10	\$0.05

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service, (Continued)

7.2.3 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

AT&T Area	
First Line	\$41.50
Each Additional Line	\$18.00

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges do not include Touchtone Service. The rates and charges below apply to service provided on a month-to-month basis.

AT&T Area

RATE CLASS	SERVICE TYPE		
	Flat Rate	Measured Rate	RegionServ
Rate Class 1	\$27.05	\$18.95	\$24.50
Rate Class 2	\$30.80	\$21.55	\$24.50
Rate Class 3	\$32.75	\$22.95	\$24.50
Rate Class 4	\$39.05	\$27.35	\$27.50
Rate Class 5	\$39.70	\$27.80	\$27.50
Rate Class 1C	\$29.80	\$20.85	N/A
Rate Class 2B	\$32.70	\$22.90	N/A
Rate Class 2C	\$31.75	\$22.25	N/A
Rate Class 2D	\$32.75	\$22.95	N/A
Rate Class 3B	\$33.75	\$23.65	N/A

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1930 Harrison Street, Suite 605
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SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.2 Other Monthly Recurring Charges

Hunting (a/k/a Rotary or Grouping)

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

Rate Class	Hunting Per Line
Rate Class 1	\$20.29
Rate Class 2	\$23.10
Rate Class 3	\$24.56
Rate Class 4	\$29.29
Rate Class 5	\$16.90
Rate Class 1C	\$22.35
Rate Class 2B	\$24.53
Rate Class 2C	\$23.81
Rate Class 2D	\$22.35
Rate Class 3B	\$25.31

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.3 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

Customers subscribing to Measured Service will be charged a monthly recurring charge and will be charged a per minute rate for all local outgoing calls. Local usage is billed in arrears.

AT&T Area		
	First Minute	Add'l Minute
Day Period	\$0.04	\$0.02
Evening Period	\$0.026	\$0.013
Night Period	\$0.016	\$0.008

(C) RegionServ Service

RegionServ is an enhanced form of measured service for measured calling to the standard local calling area and all wire centers within 40 miles. Customers subscribing to RegionServ Service will be charged a monthly recurring charge and a per minute charge is applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Peak time is Monday to Friday from 7:00am to 6:59pm. Off-Peak time is all day Saturday and Sunday and Monday to Friday 7:00pm to 6:59am.

AT&T Area		
BAND	PEAK MINUTE	OFF-PEAK MINUTE
Band A (Local Calling)	\$0.02	\$0.01
Band B (17-30 miles)	\$0.05	\$0.025
Band C (31-40 miles)	\$0.10	\$0.05

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.4 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Business lines are:

AT&T Area	
First Line	\$58.50
Each Additional Line	\$31.00

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.5 Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 7.2 and 7.3). Rates are in Section 7.3.1.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

AT&T Area RATE CLASS	SERVICE TYPE		
	Flat Rate	RegionServ	Measured Rate
Class 1	\$27.05	\$24.50	\$20.29
Class 2	\$30.80	\$24.50	\$23.10
Class 3	\$32.75	\$24.50	\$24.56
Class 4	\$39.05	\$27.50	\$29.29
Class 5	\$39.70	\$27.50	\$29.78
Class 1C	\$29.80	N/A	\$22.35
Class 2B	\$32.70	N/A	\$24.53
Class 2C	\$31.75	N/A	\$23.81
Class 2D	\$32.75	N/A	\$22.35
Class 3B	\$33.75	N/A	\$25.31

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.6 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are route directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 1st Block of 20 DID Numbers	\$480.00	\$4.80
Each Additional Block of 20 DID Numbers	\$0.00	\$4.80
DID Trunk Termination: Per Inward Only Trunk	\$50.00	\$35.00
Dual Tone Multifrequency Pulsing Option, Per Trunk	N/A	\$10.00

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.7 Reserved For Future Use

7.8 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

7.8.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residence	Business
Three-Way Calling	\$0.90	\$0.90
Call Return	\$0.90	\$0.90
Repeat Dialing	\$0.90	\$0.90
Busy Connect	\$0.90	\$0.90

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.8 Optional Calling Features, (Continued)

7.8.2 Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Residence	Business
Call Forwarding Variable	\$5.50	\$5.50
Call Forwarding Variable with Remote Access	\$6.00	\$10.00
Call Forwarding Don't Answer - Basic	\$1.00	\$4.50
Call Forwarding Don't Answer w/Ring Control	\$1.00	\$5.00
Call Forwarding Don't Answer Multipath	\$2.00	\$5.00
Call Forwarding Busy Line - Basic	\$1.00	\$4.50
Call Forwarding Busy Line Multipath	\$2.00	\$5.00
Call Forwarding Variable Multipath	\$3.00	\$5.00
Call Waiting - Basic	\$5.50	\$7.00
Caller ID - Basic	\$8.00	\$11.00
Caller ID - Deluxe with ACR	\$9.00	\$11.00
Caller ID - Deluxe without ACR	\$9.00	\$11.00
Caller ID - Enhanced with ACR & Call Manage	N/A	\$18.00
Caller ID - Enhanced with all features	N/A	\$18.00
Caller ID - Deluxe without ACR	N/A	\$11.00
Anonymous Call Rejection	\$3.00	\$3.50
Call Block	\$4.00	\$5.50
Call Return	\$5.00	\$6.50
Call Selector	\$4.00	\$5.50
Call Tracing	\$4.00	\$7.00
Distinctive Ring - Two Numbers	\$7.00	\$12.00
Distinctive Ring - One Number	\$5.00	\$10.00
Repeat Dialing	\$4.00	\$6.00
Speed Calling (30 codes)	\$4.50	\$6.50
Speed Calling (8 codes)	\$4.00	\$6.00
Three Way Calling	\$5.50	\$6.00
Touch Tone (per line)	\$0.60	\$3.00

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings

8.1.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residence listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service willing to be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.2 Composition of Listings

(A) Names

The following names may be included in business service listings:

- (1) The name of subscriber or joint user.
- (2) The name of each business enterprise which the subscriber or joint user conducts.
- (3) The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- (4) The name of any person associated with the subscriber or joint user in the same business.
- (5) The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
- (6) Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the subscriber or joint user.
- (7) The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- (8) The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
- (9) The name of a corporation which is the parent or a subsidiary of the subscriber.
- (10) The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- (11) The name of the subscriber to a sharing arrangement.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.2 Composition of Listings, (Continued)

(B) Designation

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone number or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.2 Composition of Listings, (Continued)

(C) Address

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

(D) Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.3 Types of Listings

(A) Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 5.13.2.2 above.

(B) Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD	
Office 125 Portland	555-4180
Residence 9 Glenway	555-8345

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.3 Types of Listings, (Continued)

(C) Alternate Telephone Number Listing and Night Listing

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)
Night calls (telephone number)
Night calls after ____PM (telephone number)
Nights, Sundays and holidays (telephone number)
5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays
(telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

(D) Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

(E) Reference Listing

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

(F) Cross Reference Listing

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Cont'd.)

8.1.4 Free Listings

The following listings are provided at no additional charge to the Customer: one listing for each individual line service, auxiliary line or PBX system.

8.1.5 Rates for Additional Listings - Business Customers

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4.

Type of Listing	Residential Charge	Business Charge
Reference/Cross Reference:		
- Each Listing	\$1.20	\$2.10
Alternate Telephone Number/Night Listing:		
- Night, Sundays & Holidays	\$1.80	\$2.10
- First Line	\$1.80	\$2.10
Additional Listing	\$1.20	\$2.10
Foreign Listing	\$1.20	\$2.10
Dual Name Liking - Non Recurring		
	\$5.50	\$5.50

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.2 Non-Published Service

8.2.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

8.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

8.2.3 Rates and Charges

There is a monthly charge for each non-published service. This charge does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month	\$4.00
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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.3 Non-Listed Service

8.3.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

8.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to someone. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

8.3.3 Rates and Charges

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or in the service is installed for a temporary period.

Non-listed service charge, per month: \$1.30

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.4 Directory Assistance Services

8.4.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

Each Local Directory Assistance Call	\$0.59
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SECTION 9.0 - ADVANCED SERVICES

9.1 ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.1 ISDN PRI Service with Unlimited Local Calling (Continued)

Non-Recurring Charges

	12 Months	Non-Recurring Charge 24 Months	36 Months
AT&T Area			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge ¹	Per PRI		
AT&T	ICB		
Order Supplement Charge ²	First Change	Subsequent	
AT&T	ICB	Change	
		ICB	
Order Cancellation Charge ²	Per PRI		
AT&T	ICB		

¹ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

² Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

Issued: April 2, 2008
Issued by:

Mark Goldsmith, Manager
Prayztel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

Effective:

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.2 Digital DS-1 PBX Service with Unlimited Local Calling

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.2 Digital DS-1 PBX Service with Unlimited Local Calling (Continued)

Non-Recurring Charges

		12 Months	Non-Recurring Charge 24 Months	36 Months
AT&T Area	First Line	ICB	ICB	ICB
	Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge ¹	AT&T	Per DS1 ICB		
Order Supplement Charge ²	AT&T	First Change ICB	Subsequent Change ICB	
Order Cancellation Charge ²	AT&T	Per DS1 ICB		

¹ Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

² Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

Issued: April 2, 2008
Issued by:

Mark Goldsmith, Manager
Prayztel Communications LLC
1930 Harrison Street, Suite 605
Hollywood, Florida 33020

Effective:

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Continued)

ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.4 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB
Verizon Area	ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
AT&T Area	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.4 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service
(Continued)

ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

AT&T Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.5 ISDN BRI Service

ISDN BRI (Basic Rate Interface) uses standard "twisted pair" cables and is nearly three times faster than a 56K dial up line. ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

	Monthly Recurring Charge ¹
ISDN Basic Exchange Digital Line, each	\$10.00
ISDN Basic Exchange Circuit Switched Voice	
First Line	n/a
Second Line	2.00
ISDN Basic Exchange Circuit Switched Data, each	2.00
ISDN Basic Exchange Alternate Circuit Switched Voice/Data, each	2.00

¹ These ISDN BRI rates are a supplement to individual Message Rate Service.

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.6 Digital Centrex Service

Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

Monthly Recurring Charges

<u>Contract Length</u>	<u>Monthly Recurring Charge</u>
12 months - Assume Dial 9	26.61
12 months	23.15
24 months	21.05
36 months	17.59
60 months	16.51
84 months	15.80

NOTES FOR ALL: Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not include FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

SECTION 10.0 - RESERVED FOR FUTURE USE

10.1 Exchange Areas

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Adams-Cdr.Hl.	5	Arlington	5	Ashland City	5	Athens	2
Bean Station	4	Bells	1	Bent Creek	4	Benton	3
BethelSprings	1	Big Sandy	2C	Blanche	2	Bolivar	1
Brownsville	1	Bulls Gap	3B	Camden	1	Carthage	1
Cedar Grove	1C	Centerville	1	Charleston	4	Charlotte	5
Chattanooga	4	Chestnut Hill	4	Clarksville	3	Cleveland	4
Clinton	4	Collierville	5	Columbia	2	Copper Basin	1
Covington	5	Cross Plains	5	Culleoka	2	Cumberld. City	1
Cumberld. Gap	2	Cunningham	3	Dandridge	4	Dayton	4
Decatur	4	Dickson	5	Dover	1	Dyer	2
Dyersburg	2	Eagleville	5	East Sango	5	Elkton	1
Etowah	2	Fairview	5	Fayetteville	1	Flintville	1
Franklin	5	Fredonia	3	Gallatin	5	Gatlinburg	4
Georgetown	4	Gibson	2	Gleason	1	Goodlettsville	5
GrandJunction	1	Greenback	4	Greenbrier	5	Greenfield	1
Halls	1	Hampshire	2	Harriman	4	Hartsville	1
Henderson	1	Hendersonvl.	5	Henning	1	Hohenwald	1
Hornbeak	1	Humboldt	2	Huntington	1	Huntland	1
Jackson	3	Jasper	4	JeffersonCity	4	Jellico	3
Kenton	2	Kingston	4	Kingston Spgs.	5	Knoxville	4
LaFollette	2	LaGrange	5	Lake City	4	Lawrenceburg	2
Lebanon	5	Lenoir City	4	Lewisburg	1	Lexington	1
Loudon	4	Lyles	2B	Lynchburg	1	Lynnville	1
Madisonville	1	Manchester	2	Maryville	4	Mascot	4
Maynardville	4	McEwen	1	McKenzie	1	Medina	2
Memphis*	5	Middleton	1	Milan	2	Morristown	2
Moscow	5	Mt. Pleasant	2	Murfreesboro	5	Nashville	5
Newbern	2	Newport	1	Normandy	2	Norris	4
N.Spring Hill	5	Oak Ridge	4	Old Hickory	5	OliverSprings	4
Palmyra	3	Paris	2	Petersburg	1	Pleasant View	5
Portland	5	Pulaski	1	Ridgely	1	Ripley	1
Rockwood	4	Rogersville	1	Sango	3	Santa Fe	2
Savannah	1	Selmer	1	Sevierville	4	Sewanee	1
Shelbyville	1	Smyrna	5	Sneedville	1	Soddy-Daisy	4
Solway	4	Somerville	5	S. Cunningham	5	S. Fredonia	5
S. Pittsburg	4	Spencer Mill	5	Spring City	4	Springfield	5
Spring Hill	2	Summertown	2D	Surgoinsville	1	Sweetwater	1
Tiptonville	1	Trenton	2	Triune	5	Troy	1
Tullahoma	2	Union City	1	Vanleer	5	Wartrace	1
Watertown	5	Waverly	1	W. Sweetwater	4	W. Whiteville	5
White Bluff	5	White House	5	White Pine	4	Whiteville	1
Whitwell	4	Williamsport	2	Winchester	1		

SECTION 11.0 - MISCELLANEOUS SERVICES

11.1 Carrier Presubscription

11.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

11.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

11.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

SECTION 12.0 - PROMOTIONAL OFFERINGS

12.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

12.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included).

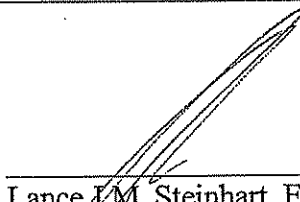
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the attached APPLICATION OF PRAYZTEL COMMUNICATIONS LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY was served upon the following parties of record by depositing a copy of same in the United States Mail, First Class, Postage Prepaid, to their last known address as follows:

<u>Ardmore Telephone Company, Inc.</u> P.O. Box 549 517 Ardmore Avenue Ardmore, TN 38449 (205) 423-2131 (205) 423-2208 (Fax)	<u>BellSouth</u> 333 Commerce Street Nashville, TN 37201-3300 (615) 214-3800 (615) 214-8820 (Fax)	<u>Century Telephone of Adamsville</u> P.O. Box 405 116 N. Oak Street Adamsville, TN 38310 (901) 632-3311 (901) 632-0232 (Fax)
<u>Century Telephone of Claiborne</u> P.O. Box 100 507 Main Street New Tazewell, TN 37825 (423) 626-4242 (423) 626-5224 (Fax)	<u>Century Telephone of Ooltewah-Collegedale, Inc.</u> P.O. Box 782 5616 Main Street Ooltewah, TN 37363 (423) 238-4102 (423) 238-5699 (Fax)	<u>Citizens Communications Company of Tennessee</u> P.O. Box 770 300 Bland Street Bluefield, WV 24701
<u>Citizens Communications Company Of The Volunteer State</u> P.O. Box 770 300 Bland Street Bluefield, WV 24701	<u>Loretto Telephone Company, Inc.</u> P.O. Box 130 Loretto, TN 38469 (931) 853-4351 (931) 853-4329 (Fax)	<u>Millington Telephone Company, Inc.</u> 4880 Navy Road Millington, TN 38053 (901) 872-3311 (901) 873-0022 (Fax)

<p><u>Sprint-United</u></p> <p>112 Sixth Street Bristol, TN 37620 (423) 968-8161 (423) 968-3148 (Fax)</p>	<p><u>TDS Telecom-Concord Telephone Exchange, Inc.</u></p> <p>P.O. Box 22610 701 Concord Road Knoxville, TN 37933-0610 (423) 966-5828 (423) 966-9000 (Fax)</p>	<p><u>TDS Telecom-Humphreys County Telephone Company</u></p> <p>P.O. Box 552 203 Long Street New Johnsonville, TN 37134-0552 (931) 535-2200 (931) 535-3309 (Fax)</p>
<p><u>TDS Telecom-Tellico Telephone Company, Inc.</u></p> <p>P.O. Box 9 102 Spence Street Tellico Plains, TN 37385-0009 (423) 671-4600</p>	<p><u>TDS Telecom-Tennessee Telephone Company</u></p> <p>11505 Kingston Pike Knoxville, TN 37922 (865) 671-2100 (865) 966-9000 (Fax)</p>	<p><u>TEC-Crockett Telephone Company, Inc.</u></p> <p>P.O. Box 7 Friendship, TN 38034 (901) 677-8181</p>
<p><u>TEC-People's Telephone Company, Inc.</u></p> <p>P.O. Box 310 Erin, TN 37061 (931) 289-4221 (931) 289-4220 (Fax)</p>	<p><u>TEC-West Tennessee Telephone Company, Inc.</u></p> <p>P.O. Box 10 244 E. Main Street Bradford, TN 38316 (901) 742-2211 (901) 742-2212 (Fax)</p>	<p><u>United Telephone Company</u></p> <p>P.O. Box 38 120 Taylor Street Chapel Hill, TN 37034 (931) 364-2289 (931) 364-7202 (Fax)</p>

This the 1st day of April, 2008.


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