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June 17, 2008

VIA UPS

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

DOCKET NO.

08-00103

Re: Application of SNIP LINK, L.L.C. for Approval of a Change in
Ownership

Dear Ms. Dillon:

Enclosed for filing with the Tennessee Regulatory Authority, please find an original, thirteen (13) copies and a duplicate copy of the above-referenced petition. Please also find a check in the amount of \$25 to cover the filing fee. Also enclosed is a self-addressed, postage-paid envelope. Please date-stamp the duplicate upon receipt and return it in the envelope provided. Should there be any questions with respect to this filing, please contact Melissa Conway at (202) 342-8552.

Respectfully submitted,

Melissa Conway
Melissa Conway

Enclosures

**Before the
Tennessee Regulatory Authority**

In the Matter of)	
)	
SNIP LINK, L.L.C.)	
)	
)	Docket No. _____
Application for Approval of a)	
Change in Ownership of an)	
Authorized Telecommunications Provider)	

APPLICATION

SNIP LINK, L.L.C. ("SNIP" or "Applicant"), by its counsel and pursuant to Tenn. Code Ann. § 65-4-113, hereby respectfully requests authority from the Tennessee Regulatory Authority ("Authority" or "TRA"), to the extent it may be required, for the transfer of control of the Applicant resulting from the Applicant's redemption of membership interests held by certain existing members, an increased investment by an existing owner of the Applicant, Ira D. Riklis ("Mr. Riklis"), and other related transactions. After completion of the transaction described herein, Mr. Riklis will hold a majority of the membership interests of the Applicant. SNIP is a competitive carrier that provides Internet, data, local and long distance telecommunications services to customers in New Jersey, Delaware and Pennsylvania, and is authorized to provide long distance resale telecommunications services throughout the U.S., including in Tennessee.

This change in control does not involve a transfer of operating authority, assets or customers, and therefore, will not affect the identity of the utility authorized to provide telecommunications services in Tennessee. SNIP will continue to offer the same services at the same rates, terms and conditions as at present. Accordingly, the contemplated

transfer of control will be entirely transparent to consumers. The only change will be that SNIP will be majority owned by Mr. Riklis. The authorization and operations of the Applicant will not be affected in Tennessee.

The closing of the proposed transfer of control is contingent upon receipt of the Required Regulatory approvals, among other things. Therefore, the Applicant requests that the Authority grant all relief sought herein at its earliest convenience so that Applicant can effectuate the transfer of control as soon as practicable.

In support of this Application, the Applicant provides the following information:

I. APPLICANT

SNIP is a New Jersey limited liability company located at 100-A Twinbridge Drive, Pennsauken, NJ 08110. Founded in 1995, SNIP provides high quality data, telecommunications and Internet services to both residential and business customers. SNIP provides converged voice and data services to its customers. SNIP's services include ISP collocation services, remote access server products, voice and data delivery via ATM, frame relay, DSL and point-to-point services. SNIP's telephone services include local exchange service and long distance services such as basic 1+ voice service, WATS, calling card services and toll free services. In Delaware, Pennsylvania, New Jersey and Maryland, SNIP is authorized to operate as a facilities-based competitive local exchange carrier and a long distance reseller. SNIP is authorized to provide long distance resale services nationwide. SNIP is also authorized to provide both interstate and international telecommunications services by the Federal Communications Commission.

Currently, there are four (4) individuals, all of whom are U.S. citizens, who hold 10% or more of the outstanding membership interests of the Applicant: Mr. Riklis (30.63%), Peter M. Cava, Jr. ("Mr. Cava") (22.05%), Philip D. Abate, Jr. (22.05%) and Anthony M. Abate (21.55%). The address of these individuals is: 100-A Twinbridge Drive, Pennsauken, NJ 08110. The principal business of these individuals is telecommunications investment. As described below, the ownership interests held by these individuals will change as a result of the transaction. The post-close ownership details are described below.

II. DESIGNATED CONTACTS

The designated contact for this Application is:

Melissa Conway
Kelley Drye & Warren LLP
3050 K Street NW, Suite 400
Washington, D.C. 20007
Tel: (202) 342-8552
Fax: (202) 342-8452
mconway@kelleydrye.com

With a copy to:

Peter M. Cava, Jr.
President
SNIP LINK, L.L.C.
100-A Twinbridge Drive
Pennsauken, NJ 08110
Tel: (856) 662-8640
Fax: (856) 662-8641
pcava@snipmail.net

III. DESCRIPTION OF THE TRANSACTION

By this Application, SNIP requests approval for a transfer of control that will result from the acquisition by Mr. Riklis of a majority of the membership interests of

SNIP. Pursuant to a Membership Interests Redemption Agreement dated May 29, 2008 (the “Agreement”), SNIP will liquidate, redeem and retire the membership interests of all the existing owners of SNIP, including owners with a membership interest of less than 10 percent, except for Mr. Riklis and Mr. Cava. All of the existing owners of SNIP, except for Mr. Riklis and Mr. Cava, are defined in the Agreement as the “Redeemed Members.” SNIP will pay the Redeemed Members the Redemption Price according to a schedule included in the Agreement.¹ In addition, concurrent with or shortly after the Redemption, SNIP will convert certain debts owed to Mr. Riklis to equity, grant additional membership interests and/or receive additional investments from Mr. Riklis.

Following the closing of the transactions described above, SNIP will be majority owned and controlled by Mr. Riklis. Specifically, it is anticipated that Mr Riklis will own 75% of SNIP, and no other person or entity will hold 10% or more of the membership interests of SNIP. After the transfer of control, it is not anticipated that SNIP will have any affiliates that offer domestic telecommunications services.

The Agreement provides that closing is conditioned upon receipt of the Required Regulatory Approvals.

A diagram showing the corporate structure of SNIP currently and post-close is provided in *Exhibit A*.

The proposed transfer of control will be transparent to customers of SNIP. In particular, because the transaction is a stock transaction, the transfer of control will not

¹ Should the Agreement be terminated before SNIP has paid the entire Redemption Price to the Redeemed Members, the Agreement provides that SNIP may redeem a pro rata portion of the existing membership interests, based on the portion of the Redemption Price paid as of the termination. Both before and after such pro rata redemption, Mr. Riklis would be the largest shareholder of SNIP. To the extent such redemption will constitute a transfer of control, SNIP hereby requests that the TRA approve such transfer.

result in a change of carrier for any of SNIP's customers. Immediately after consummation of the transactions, SNIP will continue to offer the same services at the same rates, terms and conditions as at present, and any future changes will be made consistent with TRA requirements. The transaction is not expected to result in any discontinuance of service for any customer. Indeed, SNIP will continue to be backed by the same financial, managerial and technical qualifications that the Authority has already examined in approving the Applicants' authorization to provide service in Tennessee. The day-to-day operations of SNIP will not change as a result of this transaction.

IV. PUBLIC INTEREST STATEMENT

The proposed transfer of control described herein will serve the public interest. Mr. Riklis' purchase of additional ownership interests and investment of additional resources will enable SNIP to enhance and expand the facilities-based voice and data services that it offers to its customers. After consummation of the proposed transfer, SNIP will continue to offer service under its same names and operating authority as at present. The transaction involves no change in the entity offering service to customers, the facilities used to provide such services or the services, rates, terms and conditions of such service. All existing tariffs will remain in place. The transfer of control will be transparent to consumers and will not have any adverse impact on them; customers of SNIP will continue to use the same number to reach customer service. The only change will be in the majority shareholder of the Applicant.²

² The contemplated transfer of control does not raise any slamming concerns or necessitate compliance with FCC or state procedures to notify customers prior to a carrier-to-carrier sale or transfer of subscribers as the contemplated transaction does not involve any change in a

At the same time, the proposed transaction does not present any anti-competitive issues. The transaction will be completely transparent to consumers. SNIP will continue to provide high-quality communications services to its customers without interruption and without change in rates, terms or conditions. Furthermore, the proposed transaction will not have a negative impact on competition. The Applicant is a non-dominant carrier that will continue to compete with Verizon, AT&T, and other carriers in the local and long distance markets for 1+, toll free, international, and calling card services. No existing or potential competitors will be eliminated as a result of the proposed transaction.

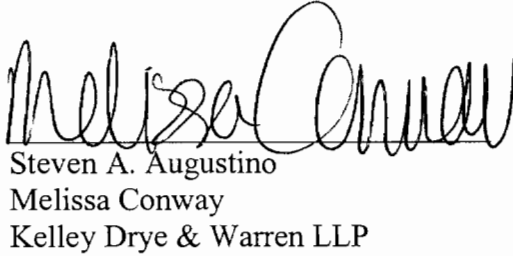
customer's existing service provider. SNIP's customers will remain with the company and will continue to be served under its existing authorization.

V. CONCLUSION

Based on the foregoing, the Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by grant of this Application.

Respectfully submitted,

SNIP LINK, L.L.C.

A handwritten signature in black ink, appearing to read "Melissa Conway", is written over a horizontal line.

Steven A. Augustino

Melissa Conway

Kelley Drye & Warren LLP

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Washington, D.C. 20007

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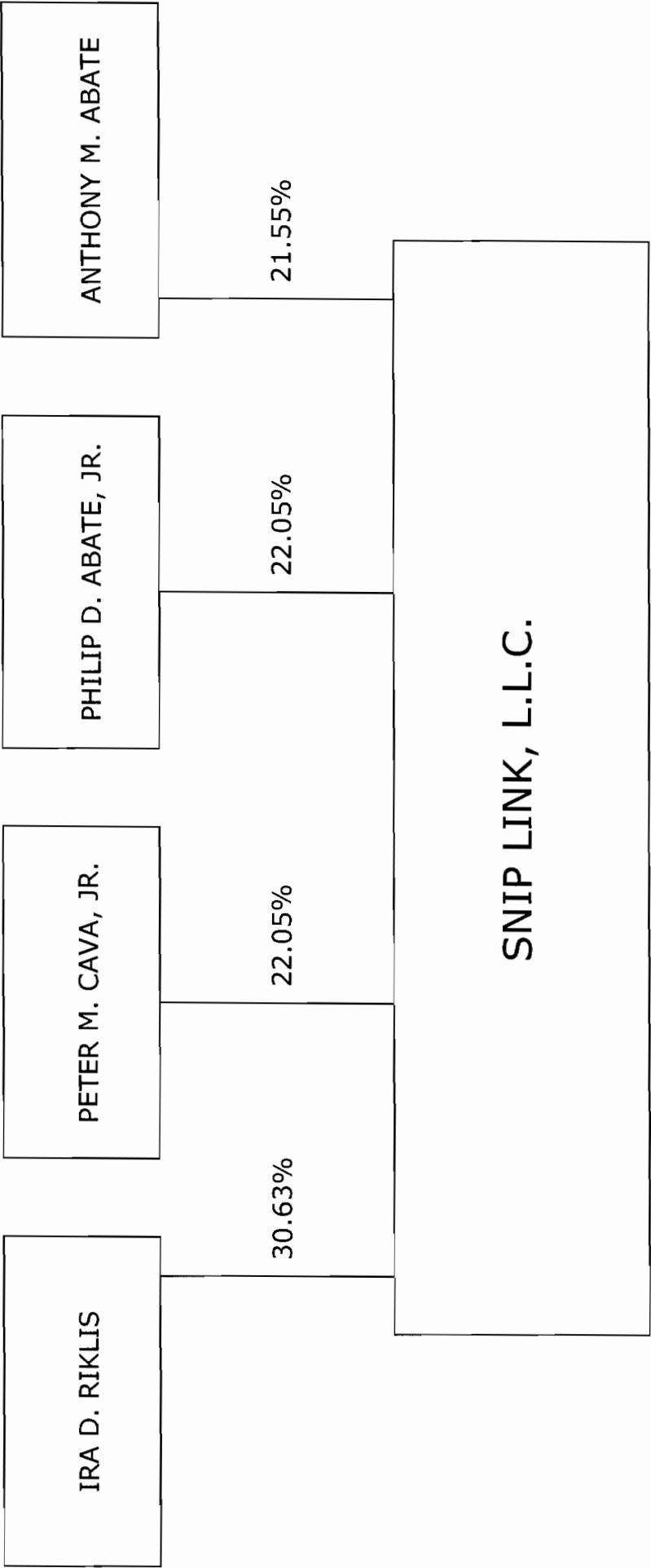
mconway@kelleydrye.com

Its Counsel

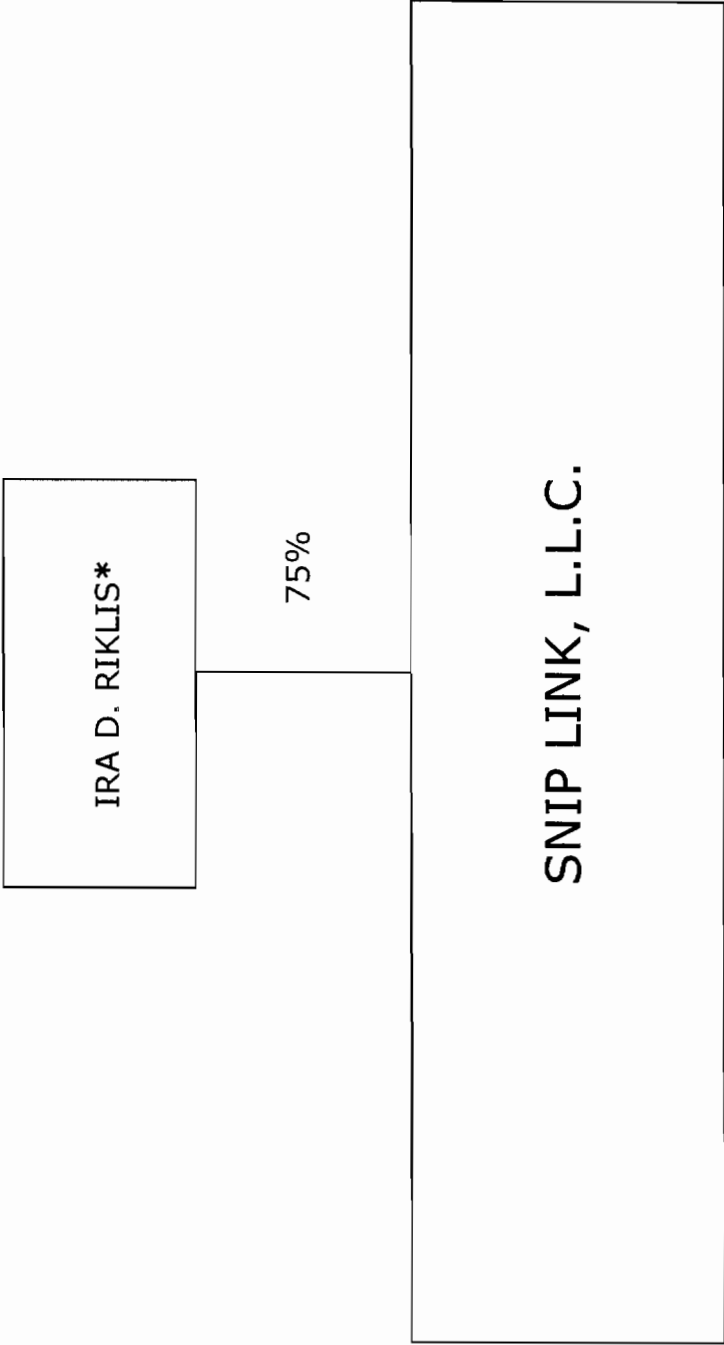
Date: June 17, 2008

Exhibit A

CURRENT OWNERSHIP OF SNIP



OWNERSHIP OF SNIP POST-CLOSE



* Should the Agreement be terminated before SNIP has paid the entire Redemption Price to the Redeemed Members, the Agreement provides that SNIP may redeem a pro rata portion of the existing membership interests, based on the portion of the Redemption Price paid as of the termination. Both before and after such pro rata redemption, Mr. Riklis would be the largest shareholder of SNIP.

VERIFICATION

I, Peter M. Cava, Jr., am President of SNIP LINK, L.L.C. ("SNIP") and am authorized to represent it and its affiliates, and to make this verification on their behalf. The statements in the foregoing document relating to SNIP and its affiliates, except as otherwise specifically attributed, are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.



Subscribed and sworn to before me this 13 day of June 2008.



Notary Public

My Commission expires: 10-22-09

BRENDA A. GOLDSMITH
Notary Public
State of New Jersey
My Commission Expires October 22, 2009