

CROCKER & CROCKER, P.C.
ATTORNEYS AT LAW

PATRICK D. CROCKER
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November 4, 2009

filed electronically in docket office on 11/04/09

Darlene Standley, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Docket No. 09-00178

RE: ALLIANCE GLOBAL NETWORKS LLC

Dear Ms. Standley:

Enclosed for filing with the Regulatory Authority, please find an original and four (4) copies of the above captioned corporation's APPLICATION FOR CERTIFICATE TO PROVIDE OPERATOR SERVICES AND/OR RESELL INTEREXCHANGE TELECOMMUNICATION SERVICES, along with a check in the amount of \$50.00 for filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please date-stamp the duplicate and return same to me in the enclosed postage-paid envelope.

Please contact the undersigned should you have any questions or concerns.

Very truly yours,


CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/tld

cc: Sharla Dillon, sharla.dillon@tn.gov

**APPLICATION FOR CERTIFICATE
TO PROVIDE OPERATOR SERVICES AND/OR RESELL
TELECOMMUNICATION SERVICES IN TENNESSEE
SECTION A**

Application is hereby made for a certificate of authority pursuant to TRA Rule 1220-4-2-.57 to provide telecommunications services in the State of Tennessee.

Part I: General Information

A. Name of Applicant ALLIANCE GLOBAL NETWORKS LLC
Full exact name of person, corporation, partnership, sole proprietorship, or other entity, for which application is made.

Legal name of applicant, if different from above.

1221 Post Rd. E., Westport, CT 06880
Address, City, State, Zip

Tenn. Secretary of State Certificate of Authority ID 0587987
Federal Taxpayer ID Number 26-2643224
Any trade name(s), assumed name(s) or fictitious name(s) used by applicant:

If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for each affiliate(s), as well as for the applicant.

Affiliate: Alliance Group Services, Inc.

Address 1221 Post Road East

City/State/Zip Westport, CT 06880 Phone (203) 221-8700

Tenn. Secretary of State Certificate of Authority ID 0344808
Federal Taxpayer ID Number 06-1502829

*****IMPORTANT INFORMATION*****

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information on all parts of this application as well as for the applicant. Provide this information on a separate attachment, if necessary.

THIS SECTION FOR TRA USE ONLY

Docket Number _____ Company ID Number _____

Date Approved _____

Evaluator _____

- B. Describe other businesses or business transactions, if any, at the same location as the principal business address:

Not Applicable

- C. Provide the name, business and home address of and a chronological summary of the employment history and business experience over the preceding eight years of:

- (a) The proprietor, if the applicant is an individual;
- (b) Every member, if the applicant is a partnership;
- (c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation. (Note: If the applicant is a publicly traded corporation or a subsidiary of such a corporation it does not need to provide this information)
- (d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Information to be included:

NAME	TITLE	SOCIAL SECURITY NUMBER
BUSINESS ADDRESS		PHONE No.
HOME ADDRESS		PHONE No.
EMPLOYMENT HISTORY		

Attached as Exhibit A.

- D. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business whose authority to transact business was denied, revoked or suspended by a state or federal regulatory or law enforcement entity?

☐ Yes ☒ No If yes, please explain fully.

- E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?

☐ Yes ☒ No If yes, please explain fully.

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust), been enjoined or restrained by order by any court or state or federal regulatory or law enforcement entity from engaging in any conduct or practice related to the telecommunications business?

☐ Yes ☒ No If yes, please explain fully.

- F. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state, describe the circumstances. **(Use additional pages if necessary)**

☐ Yes ☒ No If yes, please explain fully.

- G. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been convicted of any crime or crimes, or charged in court with any fraudulent or dishonest acts in any transaction of any kind, or confined in any penal institution? If so, list such persons, give details, state results and final outcome. **(Use additional pages if necessary)**

☐ Yes ☒ No If yes, please explain fully.

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been indicted, convicted, pled guilty or pled nolo contendere to a felony in Tennessee or elsewhere?

☐ Yes ☒ No If yes, please explain fully.

- H. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Mary O'Keeffe (203) 221-8700 (203) 221-8705
Name Phone No. Facsimile No.
(800) 756-2236 E-mail Address: mok@alliancegrp.com

- (1) Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Patrick Crocker (269) 381-8893 (269) 381-4855
Name Phone No. Facsimile No.
E-mail Address: patrick@crockerlawfirm.com

- I. List a toll-free telephone number and mailing address that consumers can call or write to report service problems and/or request refunds or adjustments.

1-800-756-2236 (203) 221-8700
PHONE NUMBER ALTERNATE PHONE NUMBER
1221 Post Rd. E. Westport CT 06880
ADDRESS CITY STATE ZIPCODE

- J. Provide the name and address of the registered agent for service of process:

Joseph Martin, Jr.
315 Deaderick Street, Suite 1100
Nashville, TN 37238

- K. Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location: (use additional sheets if necessary)

Not Applicable

Part II:

- A. Check the type of telecommunication services you plan to provide in Tennessee.
- ☒ Resell Interexchange long distance services
 - ☐ Operator Services
 - ☐ Resell local services
 - ☐ Other (describe) _____

- B. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. **Provide the above information on Appendix I.**

Applicant is not providing operator service at this time.

- C. List the state(s) where the applicant, its parent company, and all affiliates is authorized to operate in at this time. For each such state, describe applicant's current activities along with a history of operations there. (Use additional pages if necessary.)

Attached as Exhibit B.

For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment, if necessary.

No complaints have been filed against Applicant.

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information for all as well as for the applicant. Provide this information on a separate attachment, if necessary.

- D. List any states that the applicant or any affiliate, parent company, or constituency corporation operating under any trade name, assumed name, or fictitious name, has been denied authority to provide service. (Use additional pages if necessary)

Applicant has not been denied authority to provide service.

- E. Areas in Tennessee to be served.

Statewide

- F. What type of customers will the applicant serve?
- a. ☒ Business
 - b. ☒ Residential
 - c. ☐ Aggregators
(e.g. Hotels, Payphones)
 - d. ☐ Other (specify) _____
- G. Does the applicant allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network?
- ☐ Yes ☐ No If yes, specify amount: _____
Not applicable
- H. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers' price for similar services?
- ☐ Yes ☐ No
Not applicable
- I. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II¹.
- Attached as Exhibit C.**
- J. What is the applicant's 10XXX or 800 access code, if applicable?
- Not applicable
- K. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee?
- Applicant has no plans at this time to construct any telecommunications transmission facilities of its own and seeks no construction authority by means of this application.
- L. Whose facility-based network(s) will the applicant be reselling?
- AT&T
- M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly²?
- Applicant will bill customers directly. A sample bill is attached as **Exhibit D**.
- N. Describe briefly how the applicant plans to market their services in Tennessee?
- Applicant intends to primarily provide wholesale service to other resellers and carriers. Applicant will market service to such resellers and carriers directly.

¹ Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

² A copy of a bill is required if applicant is going to bill the customer directly.

- O. If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company.

n/a

COMPANY NAME	CONTACT	ADDRESS	CITY ST ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY ST ZIP	PHONE
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- P. Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.

Applicant's primary customers will be carriers and resellers. In the event Applicant offers a retail product, Applicant will switch customers after obtaining an executed Letter of Agency ("LOA") in case of a commercial customer or a voice recording authorizing change in the case of a residential customer. LOA is attached hereto as **Exhibit E**.

- Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company.

☒ Yes ☐ No

- R. Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates.

☒ Yes ☐ No

- S. Is the Applicant aware of the requirement to insure that any telephone call made between two points in the same county in Tennessee shall be classified as toll-free and not billed to any customer pursuant to Tennessee Code Annotated § 65-21-114?

☒ Yes ☐ No

- T. Is the Applicant aware of the TAR Code data base maintained by BellSouth, its use to insure compliance with T.C.A. § 65-21-114 and the procedures used to enter telephone numbers in that data base?

☒ Yes ☐ No

- U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee. **Use additional pages if necessary.**

Applicant will obtain access to the TAR Code Data base in the event Applicant markets, sells, and bills end users.

Part III: Organization Structure

A. Applicant's organizational structure

☒ Corporation

☐ Publicly Traded Corporation

☐ Subsidiary of a Publicly Traded Corporation

☒ Limited Liability Corporation

Attach a copy of the articles of organization and operating agreement along with amendments.

☐ Other Form of Corporation

List type _____ (Example S Corporation)

Attach a copy of the charter, bylaws and/or certificate of incorporation.

Applicant's Articles of Organization are attached as Exhibit F. Applicant is a Single Member LLC.

☐ Association

Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State.

☐ Joint Stock Association

Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State.

☐ Trust

Attach a copy of the trust agreement and Letter of Authorization from Tennessee Secretary of State.

☐ Individual

Attach a copy of the Letter of Authorization from Tennessee Secretary of State.

SECTION (a)-(e) is to be completed if applicant is a Corporation, Association or Trust

(a) The date and state of formation/incorporation: May 1, 2008/Delaware

(1) Parent Company, if applicable _____

(b) Attach a certificate of good standing from the state in which the applicant was incorporated/formed.

Attached as Exhibit G.

(1) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

Attached as Exhibit H.

(c) Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange.

Applicant is a LLC duly organized in the State of Delaware. Applicant has no subsidiary or parent company. Applicant is a single member LLC and not publicly traded.

- (d) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application.

The directors, executive officers, or key shareholders of Applicant have no history of material litigation or criminal convictions for the ten-year period prior to the date of this application.

- (e) If applicable, attach a copy of the instrument creating the trust and all amendments thereto:

- B. ☐ Proprietorship
☐ Partnership
☐ General Attach a copy of the partnership agreement along with any amendments.
☐ Limited Attach a copy of the certificate of limited partnership and the partnership agreement along with any amendments.
☐ Other (Explain on separate sheet)

All of the above will be required to submit a valid business license.

- (a) Identify the place and date of the applicant's qualifications to provide telecommunications services in this state.
- (b) List the full name, social security number and address of the owners, if a sole proprietorship, or all partners identifying the percentage of ownership: **ATTACH ADDITIONAL PAGES AS NECESSARY**

C. Number of employees: Applicant has 17 employees.

Employer Identification Number (E.I.N.) 26-2643224

Part IV: Financial Information

A. Address where business records are kept:

1221 Post Rd. E., Westport, CT 06880	(203) 221-8700
STREET	CITY STATE ZIP CODE PHONE NUMBER

B. Attach a copy of the applicant's most recent unconsolidated and consolidated audited financial statements for the immediately preceding three-year period. Provide in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.

A copy of Applicant's most recent financial statements is attached as Exhibit I.

(1) Fiscal year end: Month _____ Day _____

(2) Date of most recent audited, unconsolidated financial statement of Applicant:

(3) If applicable, name and address of independent certified public accountant:

(4) Period covered by financial statement attached:

C. Does the applicant currently have an internal auditor and/or internal audit program?

If so, Name of internal auditor n/a

D. If applicable, provide a history of applicant's material litigation and criminal convictions for the ten-year period prior to the date this application is made. Material litigation is defined as any litigation that, according to generally accepted accounting principles, is deemed significant to a person's financial health and would be required to be referenced in annual audited financial statements, reports to shareholders or similar documents.

Not Applicable

Part V: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-212.

Attached as Exhibit J.

- A. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* in its entirety?

☒ Yes ☐ No

- B. Do you understand the penalties for non-compliance, and all associated fees to provide such service?

☒ Yes ☐ No

Mail the completed application and a check for \$50.00 to: Tennessee Regulatory Authority, **P.O. Box 198907, Nashville, TN 37219-8907**. Should you have any questions, call (615) 741-7489, ext. 163.

Attached please find the following:

Exhibit K- IntraLATA Toll Dialing Parity Plan

Exhibit L- Surety Bond or Letter of Credit

The Reseller or Operator Service Provider applicant, hereby, affirms the following:

Will comply with the TRA Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-206 located at the TRA's website <http://www.state.tn.us/tra> electronic fileroom under the External Site of Lexis Law Publishing.

Having been duly sworn, and under the penalties of perjury, I hereby certify that the representations in this RESELLER APPLICATION and all attachments and appendices are true and correct to the best of my knowledge and belief. I further understand that omissions or inaccuracies may result in denial of the APPLICATION and grounds for revocation of Certificate of Authority.

For Individual and Partners:

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME
_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

For Corporations
and Other Organizations

ALLIANCE GLOBAL NETWORKS LLC
(NAME OF CORPORATION)

BY:

SIGNATURE

Mary O'Keeffe
PRINTED NAME

Treasurer
TITLE

ATTEST:

TITLE

On this the 6 day of October, 2008, before me, a Notary Public, Mary O'Keeffe, known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of her knowledge and belief.

STUART D. HOLDEN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2009

NOTARY PUBLIC:
My Commission Expires: _____
County of Fairfield, State of CT

EXHIBIT A

Background and Experience of Officers/Stockholders

Jess DiPasquale

(100% owner)

President/CEO
1221 Post Rd. E.
Westport, CT 06880
(203) 221-8700

Kay Cassidy

Vice President
1221 Post Rd. E.
Westport, CT 06880
(203) 221-8700

Mary O’Keeffe

CFO/Treasurer
1221 Post Rd. E.
Westport, CT 06880
(203) 221-8700

Stuart Holden

Secretary
1221 Post Rd. E.
Westport, CT 06880
(203) 221-8700

EMPLOYMENT HISTORY: See following.

Jess DiPasquale – President/CEO of Alliance Global Networks, LLC

In addition to serving as the President of Alliance Global Networks, LLC, Mr. DiPasquale also currently serves as the President, CEO, and Director of Alliance Group Services, Inc. (“AGSi”). AGSi is a leading provider of wholesale network services to telecom resellers and CLECs. Mr. DiPasquale leads the strategic planning and financial growth for both Alliance Global Networks, LLC and AGSi. Mr. DiPasquale served in several capacities with AGSi over the last 15 years, prior to taking the lead position. Under Mr. DiPasquale’s leadership, AGSi grew significantly and positioned itself as a unique service oriented Telecommunications Company. Mr. DiPasquale has over 25 years of business management experience in key Fortune 500 corporations. In particular, prior to joining AGSi, Mr. DiPasquale worked in senior positions for packaged goods companies such as PepsiCo, Seagrams, and Whitbread. Mr. DiPasquale is a graduate of Syracuse University with a BS Degree from the Newhouse School of Communications.

Mary B. O’Keeffe–CFO/Treasurer of Alliance Global Networks, LLC

In addition to serving as the Treasurer of Alliance Global Networks, LLC, Ms. O’Keeffe also currently serves as the Chief Financial Officer of Alliance Group Services, Inc. (“AGSi”). Ms. O’Keeffe has over 20 year’s experience in all aspects of accounting and financial reporting, including 11 years in public accounting with KPMG, followed by tenures in Vice President level financial positions with several well known companies. As Chief Financial Officer with AGSi, Ms. O’Keeffe oversees financial reporting, banking relationships, and employee benefits. Ms. O’Keeffe serves a similar capacity with Alliance Global Networks, LLC.

Stuart Holden-Secretary of Alliance Global Networks, LLC

In addition to serving as the Secretary of Alliance Global Networks, LLC, Mr. Holden also currently serves as the Vice-President and Chief Technology Officer of Alliance Group Services, Inc. (“AGSi”). Mr. Holden brings 25 years of experience in the management and design of complex telecommunications systems to Alliance Global Networks, LLC. In his capacity as Vice-President and Chief Technology Officer with AGSi over the past 15 years, Mr. Holden has been responsible for building AGSi’s provisioning services, wholesale billing, and internal information systems. Prior joining AGSi, Mr. Holden held various positions with SNET and ITT. At SNET, Mr. Holden directed and developed custom network systems providing fraud protection, database billing, and other SS-7 network services to all three carrier tiers. At ITT, Mr. Holden worked on central office software development projects in England, Belgium, and Germany, focusing on special features and system verification. Mr. Holden is an Honors Graduate of Reading University, England, with a BSC in Cybernetics and Instrument Physics.

Kay Cassidy – Vice-President of Alliance Global Networks, LLC

In addition to serving as the Vice-President of Alliance Global Networks, LLC, Ms. Cassidy also currently serves as the Vice-President of Account Operations of Alliance Group Services, Inc. (“AGSi”). Ms. Cassidy brings a wealth of technical knowledge with her to Alliance Global Networks, LLC. Most of this knowledge has been gained during her 10 years in various operating positions with AGSi, including provisioning, marketing, account management and regulatory matters.

EXHIBIT B

Jurisdictions Where Applicant is Authorized to Operate

Applicant is authorized to provide telecommunications services within the following jurisdictions: Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

EXHIBIT C

Tariff

TENNESSEE TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Tennessee by ALLIANCE GLOBAL NETWORKS LLC ("Company"). This Tariff is on file with the Tennessee Regulatory Authority, and copies may also be inspected, during normal business hours, at the following location: 1221 Post Rd. E., Westport, CT 06880.

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

CHECK SHEET

The title page and pages 1-36 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
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8	Original	28	Original
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11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original		
18	Original		
19	Original		
20	Original		

* New or Revised Sheets

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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).

Check Sheets - When a Tariff filing is made with the TRA, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the TRA.

Issued:

Effective:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Tennessee by ALLIANCE GLOBAL NETWORKS LLC ("Company").

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

EXPLANATION OF SYMBOLS

- (D) - To signify discontinued material
- (I) - To signify a rate or charge increase
- (M) - To signify material relocated without change in text or rate
- (N) - To signify new material
- (R) - To signify a reduction
- (T) - To signify a change in text but no change in rate or regulation

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

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Issued:

Effective:

Issued by: Jess DiPasquale, President
 ALLIANCE GLOBAL NETWORKS LLC
 1221 Post Rd. E.
 Westport, CT 06880

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1221 Post Rd. E.
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1. TECHNICAL TERMS AND ABBREVIATIONS

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

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information that will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

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Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to an interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Company

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Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

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Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

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Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

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Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route that in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

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Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

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Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the TRA.

TRA

Tennessee Regulatory Authority

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band.

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2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
- 2.1.5.B. the Customer is using the Service in violation of the law or TRA regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

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- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.
- 2.2. Other Terms and Conditions
- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

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- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.3. Liability
- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.

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- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES,

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WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.4. Cancellation of Service by a Customer
- 2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications TRA, or other local, state or federal government authority.

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2.5. Cancellation for Cause by the Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:
- 2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
- 2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- 2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
- 2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;
- 2.5.2.E. in the event of unauthorized use.
- 2.5.2.F. following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the TRA's rules.

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2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.6. Credit Allowance

2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.6.3. No credit shall be allowed:

2.6.3.A. For failure of services or facilities of Customer; or

2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.

2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.

2.6.5. Credits are applicable only to that portion of Service interrupted.

2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.

2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

$$\text{Credit Formula: Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

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2.7. Use of Service

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment Arrangements
- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

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-
- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).
- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. Company will not require deposits or advance payments by Customers for Services.
- 2.9. Assignment
- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.10. Tax and Fee Adjustments
- 2.10.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.

Issued:

Effective:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

- 2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.
- 2.10.5. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility TRA.
- 2.10.6. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.
- 2.11. Method for Calculation of Airline Mileage
- 2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1 - V2)^2 + (H1 + H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Issued:

Effective:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Example:		<u>V</u>	<u>H</u>
	City 1	5004	1406
	City 2	5987	3424

the square root of:
$$\frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

- 2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY:	From 8:01 AM to 5:00 PM Monday - Friday
EVENING:	From 5:01 PM to 11:00 PM Monday - Friday and Sunday
NIGHT/WEEKEND:	From 11:01 PM to 8:00 AM Everyday From 8:01 AM to 11:00 PM Saturday From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

- 2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

- 2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

Issued:

Effective:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

3. DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

- 3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

- 3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Switched Outbound Service

- 3.3.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.4. Dedicated Inbound Service

- 3.4.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.5. Dedicated Outbound Service

- 3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.6. Calling Card Service

- 3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

3.7. Timing of Calls

- 3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

3.8. Minimum Call Completion Rate

- 3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

4. RATES AND CHARGES

4.1. Usage Rates

- 4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

4.2. Switched Inbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.149	\$0.149

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

4.3. Switched Outbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.149	\$0.149

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

4.4 Dedicated Inbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.149	\$0.149

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

4.5 Dedicated Outbound Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.149	\$0.149

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

4.6. Calling Card Usage Rates**BUSINESS DAY**
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.25	\$0.25

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

4.7. Recurring Charges

4.7.1. Customers will incur the following recurring Charges:

[Reserved for Future Use.]

4.8. Non-recurring Charges

4.8.1. Customers will incur the following Non-recurring Charges:

[Reserved for Future Use.]

4.9. Special Promotional Offering

4.9.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by TRA. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.10. Emergency Calls

4.10.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.11. Payphone Use Service Charge

4.11.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.30.

4.12. Universal Connectivity Charge

4.12.1. Services provided pursuant to this tariff are subject to an undiscountable monthly Universal Connectivity Charge. This monthly service charge is equal to 11% of the Customer's total net intrastate, interstate and international charges, after application of all applicable discounts and credits.

Issued:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

Effective:

4.12.1.A. The Company will waive the Universal Connectivity Charge with respect to specifically identified Company charges to the extent that the Customer demonstrates to the Company's reasonable satisfaction that:

1. the Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks the waiver;
2. the charges with respect to which the waiver is sought are for services purchased by Customer for resale; and
3. the Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with the Customer's resale of services purchased from the Company.

4.12.1.B. The Universal Connectivity Charge will not be waived with respect to:

1. charges for services purchased by the Customer for its own use as an end user; or
2. charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges.

4.13. Rates Applicable for Hearing/Speech Impaired Persons

- 4.13.1 A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive upon request credit on charges for all intrastate-interLATA toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be 50% of the billed charges.

Issued:

Effective:

Issued by: Jess DiPasquale, President
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880

EXHIBIT D

Sample Bill



Your Wholesale Network Provider

Customer Number: 223
Invoice Number: 13019
Invoice Date: 08/02/2008
Due Date: 09/01/2008

Total Due:	\$117,645.97
-------------------	---------------------

Remit To:
Alliance Global Networks, LLC
1224 Post Road East
Westport, CT 06880
For Assistance Call (203) 221-8700

INVOICE SUMMARY

Activity through 07/31/2008

Prior Balance
Payments Received
Credits
New Prior Balance

Current Month Charges

Network Services
Other Charges
Other Adjustments
Interest Charges

Current Invoice Total

Total Due:

Payment is due thirty days from receipt. Interest charges of 1.5 % are based on all amounts not paid within thirty days. Wire payments can be made to Webster Bank. Routing Number (ABA#) 211170101. Account Number 0009893315.



Alliance Global Networks, LLC

Other Charges and Adjustments

Your Wholesale Network Provider

Reseller No. 223
Invoice No. 13019 08/02/2008

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Charge</u>
Charges			
<hr/>			
Admin			
User System Charge	1		
<hr/>			
Circuit			
MUX charges DS3 from TSA	1		
<hr/>			
<div></div>			



Alliance Global Networks, LLC Network Services Summary

Your Wholesale Network Provider

Reseller No. 223
Invoice No. 13019 08/02/2008

Usage Charges

<u>Service</u>	<u>Calls</u>	<u>Usage</u>	<u>Cost</u>
<u>Carrier Terminated</u>			
International			
Interstate			
Intrastate			
Sub - Total:			
<u>Carrier Term DA</u>			
Interstate			
Intrastate			
Sub - Total:			
<u>Dedicated Toll-Free</u>			
International			
Interstate			
Intrastate			
Sub - Total:			
Grand Total			

EXHIBIT E

Letter of Agency

For each of the telephone numbers listed herein, I appoint ALLIANCE GLOBAL NETWORKS LLC, to act as my agent in order to effectuate the collection of account information and/or carry out the changes authorized herein on my behalf. I understand that I may select a separate local exchange carrier, intraLATA toll carrier, and interLATA carrier for any one telephone number.

I hereby authorize the change of my communications company(s) from that/those, which I am currently using, to ALLIANCE GLOBAL NETWORKS LLC for each of the service types I have designated below.

I understand that by signing this letter of agency my signature shall unblock my carrier of choice service protection to make the change in long distance service possible. I also understand that I may incur a fee to switch my telephone service to ALLIANCE GLOBAL NETWORKS LLC I further understand that I may designate only one carrier per service for any one telephone number, and therefore revoke any previous appointments or selections concerning the telephone numbers listed below.

Please designate the telecommunications services for the telephone numbers listed below by marking the appropriate boxes:

INTERLATA / INTERSTATE / INTERNATIONAL ☐
INTRALATA ☐

Local Exchange Services Only

I authorize disclosure to ALLIANCE GLOBAL NETWORKS LLC of my account information, including my account billing name, billing address, directory listing, service address, and my customer proprietary network information, including service and feature subscription, long distance carrier identity, and pending service order activity. Please designate the telecommunications services for the telephone numbers listed below by marking the appropriate boxes:

LOCAL EXCHANGE SERVICES ☐

**This agreement will remain in effect until revoked in writing
by the customer or ALLIANCE GLOBAL NETWORKS LLC**

I select ALLIANCE GLOBAL NETWORKS LLC to provide the communications service types indicated for each of the telephone numbers listed herein. (List ALL BTNs, lines, and toll free numbers)

Name _____

Address _____

City _____ State _____ Zip _____

Contact _____ Phone _____

Your signature acknowledges that you understand and accept the terms and conditions of this L.O.A. and that YOU ARE DULY AUTHORIZED TO MAKE THE CHANGE(S) INDICATED BY EXECUTING THIS L.O.A.

	Customer Acceptance	ALLIANCE GLOBAL NETWORKS LLC Acceptance
Signature		
Printed Name		
Title		
Date		

EXHIBIT F

Articles of Organization

and

Bylaws

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 "ALLIANCE GLOBAL NETWORKS LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF MAY, A.D. 2008, AT 4:41 O'CLOCK P.M.



4541885 8100

080495210

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

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6563894

DATE: 05-02-08

CERTIFICATE OF FORMATION

OF

ALLIANCE GLOBAL NETWORKS LLC

1. The name of the limited liability company is Alliance Global Networks LLC (the "Company").
2. The Company's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
3. The name and address of the registered agent for service of process on the Company is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

IN WITNESS WHEREOF, the undersigned, being the authorized person forming the Company, has executed this Certificate of Formation this 1st day of May, 2008.

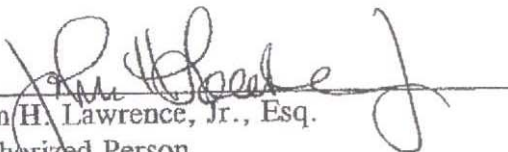

John H. Lawrence, Jr., Esq.
Authorized Person

EXHIBIT G

Certificate of Good Standing

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

ISSUANCE DATE: 09/22/2009
REQUEST NUMBER: 09265547
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 10/08/2008
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: PERPETUAL
CONTROL NUMBER: 0587987
JURISDICTION: DELAWARE

TO:
PATRICK D CROCKER
107 W MICHIGAN AVE
4TH FL
KALAMAZOO, MI 49007

REQUESTED BY:
PATRICK D CROCKER
107 W MICHIGAN AVE
4TH FL
KALAMAZOO, MI 49007

CERTIFICATE OF AUTHORIZATION

I, TRE HARGETT, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

"ALLIANCE GLOBAL NETWORKS LLC",

A LIMITED LIABILITY COMPANY FORMED IN THE JURISDICTION SET FORTH ABOVE IS
AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE;
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE
AUTHORIZATION OF THE LIMITED LIABILITY COMPANY HAVE BEEN PAID;
THAT THE MOST RECENT LIMITED LIABILITY ANNUAL REPORT REQUIRED HAS BEEN FILED;
THAT AN APPLICATION FOR CERTIFICATE OF WITHDRAWAL HAS NOT BEEN FILED.

FOR: REQUEST FOR CERTIFICATE

ON DATE: 09/22/09

FROM:
CROCKER & CROCKERPC
107 W MICHIGAN AVE
4TH FL
KALAMAZOO, MI 49007-0000

	FEES	
RECEIVED:	\$20.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$20.00

RECEIPT NUMBER: 00004671597
ACCOUNT NUMBER: 00642719



SS-4458

Tre Hargett
TRE HARGETT
SECRETARY OF STATE

EXHIBIT H

**Certificate of Authority
Issued by the Secretary of State to
Engage in Business in Tennessee**

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

DATE: 10/08/08
REQUEST NUMBER: 6388-0592
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 10/08/08 0829
EFFECTIVE DATE/TIME: 10/08/08 0829
CONTROL NUMBER: 0587987

TO:
CORPORATION GUARANTEE AND TRUST CO
3331 STREET RD
SUITE 110
BENSALEM, PA 19020

RE:
ALLIANCE GLOBAL NETWORKS 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: 10/08/08

FROM:
CORPORATE GUARANTEE AND TRUST COMPANY
3331 STREET ROAD
SUITE 110
BENSALEM, PA 19020-0000

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

RECEIPT NUMBER: 00004485319
ACCOUNT NUMBER: 00538567



SS-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

FILED

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
2008 OCT -8 AM 8:29
RILEY DARNELL
SECRETARY OF STATE

To the Secretary of State of the State of Tennessee:

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: ALLIANCE GLOBAL NETWORKS 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: May 1, 2008 (must be month, day and year)

3. The complete street address (including zip code) of its principal executive office is:

1221 Post Road, East, Westport, CT 06880
Street City/State Zip Code

4. The complete street address (including the county and the zip code) of its registered office in Tennessee:

315 Deaderick Street, Suite 1100, Nashville, TN Davidson 37238
Street City/State County Zip Code

The name of its registered agent at that office is: Joseph Martin, Jr.

5. If the provisions of TCA §48-249-309(l) (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): N/A

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) N/A

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

9-12-08

Signer's Capacity

CEO / Member

ALLIANCE GLOBAL NETWORKS LLC
Name of Limited Liability Company

Signature

Jess D. Pasquale

Jess D. Pasquale
Name (typed or printed)

6338-0562

EXHIBIT I

Financials

Alliance Global Networks, LLC
Balance Sheet
As of July 31, 2009

AGN

Balance Sheet

	<u>Jul 31, 09</u>
ASSETS	
Current Assets	
Checking/Savings	
Cash	
Fairfield County -CD	252,389.55
Webster - MM	615,520.10
Webster Bank	45,144.36
Total Cash	<u>913,054.01</u>
Total Checking/Savings	913,054.01
Accounts Receivable	
Accounts Receivable	84,466.39
Total Accounts Receivable	<u>84,466.39</u>
Total Current Assets	997,520.40
Fixed Assets	
Furniture & Equipment	2,207.00
Total Fixed Assets	<u>2,207.00</u>
Other Assets	
Other Receivables	
Receivable from AGSI	78,780.90
Total Other Receivables	<u>78,780.90</u>
Total Other Assets	<u>78,780.90</u>
TOTAL ASSETS	<u>1,078,508.30</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	820,688.11
Total Accounts Payable	<u>820,688.11</u>
Other Current Liabilities	
Other Accrued Liabilities	500.00
Total Other Current Liabilities	<u>500.00</u>
Total Current Liabilities	<u>821,188.11</u>
Total Liabilities	821,188.11
Equity	
Paid in Capital	251,000.00
Retained Earnings	-30,276.01

3:03 PM
07/31/09
Accrual Basis

Alliance Global Networks, LLC
Balance Sheet
As of July 31, 2009

	<u>Jul 31, 09</u>
Net Income	<u>36,596.20</u>
Total Equity	<u>257,320.19</u>
 TOTAL LIABILITIES & EQUITY	 <u><u>1,078,508.30</u></u>

9:56 AM
08/05/09
Accrual Basis

Alliance Global Networks, LLC
Profit & Loss
January through July 2009

Alliance Global Networks LLC
Income Statement

	<u>Jan - Jul 09</u>
Ordinary Income/Expense	
Income	
Network Other	
Administration	1,500.00
Private Line	3,456.00
Total Network Other	<u>4,956.00</u>
Network Usage	
CTDA	147.55
CTInter	186,847.67
CTIntl	55,852.72
CTIntra	24,676.96
DedTFInter	247,224.36
DedTFIntl	5,117.97
DedTFIntra	14,305.53
Intl - AT&T	8,713.73
Total Network Usage	<u>542,886.49</u>
Total Income	547,842.49
Cost of Goods Sold	
Network Costs	
Usage Charges	
VOIP OB Intl	8,420.65
Usage Charges - Other	510,054.26
Total Usage Charges	<u>518,474.91</u>
Total Network Costs	<u>518,474.91</u>
Total COGS	<u>518,474.91</u>
Gross Profit	29,367.58
Expense	
Miscellaneous Charges	
Other Fees	-0.01
Total Miscellaneous Charges	<u>-0.01</u>
Payroll Expenses	
Temporary Help	1,768.02
Total Payroll Expenses	<u>1,768.02</u>
Regulatory & State Reg Fees	
Certification Fees	3,051.75
Compliance Fees	197.30
Corporate Registration fees	80.05
Regulatory & State Reg Fees - Other	<u>50.00</u>

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08/05/09
Accrual Basis

Alliance Global Networks, LLC
Profit & Loss
January through July 2009

	<u>Jan - Jul 09</u>
Total Regulatory & State Reg Fees	3,379.10
Tax Expense	
State Taxes & Assessments	700.00
Total Tax Expense	<u>700.00</u>
Total Expense	<u>5,847.11</u>
Net Ordinary Income	23,520.47
Other Income/Expense	
Other Income	
Bank Interest Income	6,939.67
Customer Interest Income	8,279.90
Total Other Income	<u>15,219.57</u>
Other Expense	
Income Taxes	
State Income Taxes	1,375.00
Total Income Taxes	<u>1,375.00</u>
Total Other Expense	<u>1,375.00</u>
Net Other Income	<u>13,844.57</u>
Net Income	<u><u>37,365.04</u></u>

EXHIBIT J

**Small and Minority-Owned Telecommunications
Business Participation Plan**

ALLIANCE GLOBAL NETWORKS LLC

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS
BUSINESS PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, ALLIANCE GLOBAL NETWORKS LLC (“ALLIANCE”) 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. ALLIANCE 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. ALLIANCE 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, ALLIANCE will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to ALLIANCE of such opportunities. ALLIANCE’s representatives will contact 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, ALLIANCE 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

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

Mary O'Keeffe, Treasurer
ALLIANCE GLOBAL NETWORKS LLC
1221 Post Rd. E.
Westport, CT 06880
Telephone: (203) 221-8700

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 cooperating 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 ALLIANCE 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

ALLIANCE will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, ALLIANCE will maintain

records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

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

ALLIANCE GLOBAL NETWORKS LLC

By: Mary O'Keeffe
Mary O'Keeffe
Treasurer

Dated: 10-6-2008

EXHIBIT K

InterLATA Toll Dialing Parity Plan

ALLIANCE GLOBAL NETWORKS LLC
PROPOSED PLAN FOR PROVIDING TOLL DIALING PARITY

Introduction

Section 251(b)(3) of the Telecommunications Act of 1996 (the “Act”), 47 USC §251(b)(3), requires each local exchange carrier (“LEC”) to provide dialing parity to competing providers of telephone exchange service and telephone toll services. In order to ensure that each LEC is providing toll dialing parity, the Federal Communications Commission’s (“FCC”) regulations implementing the ACT, 48 CFR §52.213, require each LEC to file a plan for providing toll dialing parity with the state commission or the FCC. ALLIANCE GLOBAL NETWORKS LLC (“ALLIANCE”) hereby files, for review by the Tennessee Regulatory Authority (“TRA”), its Proposed Plan for Providing Toll Dialing Parity.

TOLL DIALING PARITY PLAN

Technical Implementation

ALLIANCE will be offering dialing parity for all toll calls. Each customer requesting ALLIANCE local exchange service will be given the opportunity to affirmatively select a presubscribed carrier for intraLATA toll and interexchange toll calls. ALLIANCE intends to utilize the underlying carrier’s 2-PIC capabilities. This allows a customer to presubscribe to a preferred carrier for intraLATA toll calls and the same or different carrier for interLATA toll calls. ALLIANCE will be implementing this plan upon receiving authority from the TRA to provide service. ALLIANCE will initially be establishing service in the LATA served by Bell South.

Business Office Practices

ALLIANCE will ensure that all customers are aware they have a choice of intraLATA, as well as interLATA toll carriers. In response to each request for ALLIANCE service, an

ALLIANCE sales representative will inform the customer that ALLIANCE will presubscribe the customer's toll service to both the intraLATA and the interLATA toll carrier(s) of the customer's choice. In this way, the customer knows that a choice can be made among intraLATA and interLATA toll carriers. All carriers will be treated on a non-discriminatory basis and each customer will be given the opportunity to affirmatively select an intraLATA and interLATA toll carrier. ALLIANCE will maintain a list of available toll carriers and keep it updated. ALLIANCE will process a customer's PIC charge to a toll carrier other than ALLIANCE in the same fashion and in the same time frames as a request to presubscribe to itself. Once an ALLIANCE customer has chosen an intraLATA and interLATA toll carrier, the customer will be able to verify that selection at any time by dialing a toll free number. Customers will have access on a nondiscriminatory basis to telephone numbers, operator services, directory assistance, and directory listings. ALLIANCE does not have a PIC change charge waiver period at this time.

In responding to a communication from another intraLATA and interLATA telecommunications carrier, ALLIANCE's customer care representative will use an industry-standard Customer Account Record ("CARE") format to accept the required change. Such changes will be implemented only through a CARE request to ensure that changes are not made without appropriate authorization. Other carriers may submit a CARE request of ALLIANCE either manually or electronically.

Anti-Slamming

ALLIANCE will comply with the FCC's anti-slamming provisions, 47 CFR § 64-110-150. ALLIANCE will make available a PIC-freeze option to requesting customers to protect the customer from unauthorized changes to its selected intraLATA and interLATA toll carrier.

Dialing Plan

The following matrix outlines the proposed routing of calls.

0	ALLIANCE local Operator Service
00	Dial to presubscribed Toll Provider Operator Service
1+10 digits	Dial to presubscribed intraLATA Toll Provider or interLATA Toll Provider Operator Service (depending on 10 digit number dialed).
10xxx or 101xxx+0	Dial around presubscribed intraLATA or interLATA Toll Provider to alternate Toll Provider Operator Service identified by code used by xxx or xxix portion of dialing request).
10xxx or 101xxxx+0+10 digits	Dial around presubscribed intraLATA or interLATA Toll Provider to alternate Toll Provider Operator Service (identified by code used in xxx or xxix portion of dialing request).
10xxx or 101xxxx+1+10 digits	Dial around presubscribed intraLATA or interLATA Toll Provider to direct dial through alternate Toll Provider (identified by code used in xxx or xxix portion of dialing request).

Applicability

This plan for providing dialing parity is intended to apply to all dial tone lines provisioned by ALLIANCE. ALLIANCE will comply with all rules of the FCC and the TRA.

Conclusion

ALLIANCE respectfully request that the TRA approve its proposed plan for providing toll-dialing parity.

EXHIBIT L

Surety Bond

Producer Compensation Notice



You can review and obtain information on The Hartford's
producer compensation practices at www.thehartford.com
or at 1-800-592-5717.

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 31BSBFN1245

WHEREAS, Alliance Global Networks LLC (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); 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;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

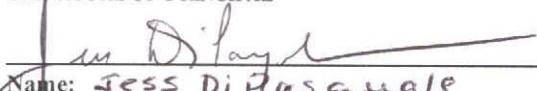
This bond shall become effective on the 15th day of August, 2009 and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, 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.

PRINCIPAL

Alliance Global Networks LLC
Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL


Name: Jess DiPasquale
Title: CEO

SURETY

Hartford Fire Insurance Company
Name of Surety

One Hartford Plaza, Hartford, CT 06155
Address of Surety

SIGNATURE OF SURETY AGENT


Name: Jessica Ciccone
Title: Attorney-in-Fact

Address of Surety Agent:

50 LOCUST AVE
NEW CANAAN, CT 06840

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE

COUNTY OF Eastfield

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

WITNESS my hand and seal this 28 day of August, 2009

My Commission Expires:

_____, 20____

Stuart D. Holden
Notary Public

STUART D. HOLDEN**NOTARY PUBLIC****MY COMMISSION EXPIRES MAR. 31, 2014**

ACKNOWLEDGMENT OF SURETY

STATE OF TENNESSEE

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 _____, 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 _____ day of _____, 20____.

My Commission Expires:

_____, 2000

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: 31 800241

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** :

BEVERLY K. BOHNERT, T. TRAJICK, JOELLE L. LAPIERRE, TERUKO REINERTSEN, MARY T. MONICA, DAN SHORT, VL. WHEELER, SUZAN TURNER, SUSAN J. NEWTON, GLORIA DIAZ, DEBBI SLOAN, SANDI SMITH, SUANNE COX, LISA E. BARROWS, HARJIT CHAHAL, TEZLYN J. WALLACE, HOLLY CARTER, FRANTZ GEBARA, JULIO DELVALLE, JENNIFER DENNIS, ANN GILE, KATHLEEN ADAMS, EMILY OLAN, GEOFFREY RAMPERSAD, SHELBY WIGGINS, NANCY DUDLEY, EUGENE HERRERA, CHRISTINA HEATLEY, LORI S. DAMRON, SHARI RUFF, TANYA RIOS, SHANTA MAHADEO, CHRISTOPHER LOPEZ, RICARDO MALLARI, DEBORAH HEDRICK, JASON VALLE, AMY JO MILLER, ALPHA D. LAUREANO, REINA DAIL, MELANIE MCGOVERN, JENNIFER O'BRIEN, CHRISTINE MORTON, LILIANA JOHNSON, STEPHANIE HOOPER, TAMMY BROWN, MICHELE CONLEY, ROBIN TALBERT, BRIAN TURNER, JENNIFER MORALES, VANESSA M. TIMPANO, STUART OWENS, JESSICA CICCONE, GREGORY MARKHAM, SARA DIPIORE, COLIN LEISHER, MICHAEL JONES OF HEATHROW, FLORIDA

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.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 3rd day of March, 2008, 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. Paseka

Scott E. Paseka
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 August 14, 2009

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President