

# NOWALSKY, BRONSTON & GOTHARD

A Professional Limited Liability Company

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Philip R. Adams, Jr.

August 30, 2010

*Via Overnight Mail*

Executive Secretary's Office  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

filed electronically in docket office on 08/31/10

Docket No. 10-00175

RE: Access2go, Inc.

Dear Sirs:

Enclosed for filing please find an original and four (4) copies of the Application for a Certificate to Provide Resale Telecommunications Services in the State of Tennessee on behalf of Access2go, Inc.. The filing has also been enclosed electronically on CD-ROM. The requisite \$50.00 filing fee is attached. Also attached as Exhibit L is the original letter of credit in the amount of \$20,000.

Please acknowledge receipt of this filing by returning a date-stamped copy of this cover letter in the self-addressed envelope provided.

Should you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,



Leon Nowalsky/*rn*  
[lnowalsky@nbglaw.com](mailto:lnowalsky@nbglaw.com)

LLN/rph  
Enclosure

**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 ACCESS2GO, INC.  
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.

4700 North Prospect Road, Suite 8, Peoria Heights, IL 61616  
Address City State Zip

Tenn. Secretary of State Certificate of Authority ID 0456551

Federal Taxpayer ID Number 30-0076322

Social Security Number for Applicants

Applying as Individuals

Any trade name(s), assumed name(s) or fictitious name(s) used by applicant:

None.

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.

Not applicable. See Exhibit A.

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone No. (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
(Use additional pages if necessary)

**\*\*\*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: None.

- 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:

See Exhibit B.

- (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

BUSINESS ADDRESS

PHONE No.

HOME ADDRESS

PHONE No.

EMPLOYMENT HISTORY

**Provide the above requested information on separate attachments.**

- 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   X   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   X   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   X   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)**

No.

- 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)**

No.

(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.

Kevin Morgan (773) 935 - 9576 (708) 570 - 3480  
Name Phone No. Fax No.

(800) 866-822-2246 e-mail Address kmorgan@acc2go.com

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

Leon Nowalsky (504) 832- 1984 (504) 831- 0892  
Name Phone No. Fax No.

(800) None e-mail Address lnowalsky@nbglaw.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.

1-866-822-2246  
PHONE NUMBER ALTERNATE PHONE NUMBER

4700 North Prospect Road, Suite 8, Peoria Heights, IL 61616  
ADDRESS CITY ST ZIPCODE

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

National Registered Agents, Inc.

1900 Church Street, Suite 400, Nashville, TN 37203

- (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)

None.

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) private line

- 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.**  
Not applicable.

- 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.)  
See Exhibit C
- 

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. The Company is in good standing in all of the states listed.

**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)  
None.
- 

- E Areas in Tennessee to be served.  
Statewide.
- 

- F What type of customers will the applicant serve?

a. Business X  
b. Residential X  
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? If yes, specify amount. No.

- H Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers' price for similar services? Yes X No \_\_\_\_\_

- I Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II<sup>1</sup>. See Exhibit D.

- J What is the applicant's 10XXX or 800 access code, if applicable? None.

- K Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee? No.
- 

<sup>1</sup>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.

L. Whose facility-based network(s) will the applicant be reselling?

Qwest and Global Crossing

M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly?<sup>1</sup> The Company will bill customers directly Sample Bill Attached as Exhibit E

N. Describe briefly how the applicant plans to market their services in Tennessee?

The Company will market its services in Tennessee through the use of independent sales agents. The agents do not engage in telemarketing.

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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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.

See attached 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.  
See attached as Exhibit F.

<sup>1</sup>A copy of a bill is required if the applicant is going to bill the customer directly.

Part III: Organization Structure

A. Applicant's organizational structure

X 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 Privately held corporation \_\_\_\_\_ (Example S Corporation)  
Attach a copy of the charter, bylaws and/or certificate of incorporation.    Exhibit G.

\_\_\_\_\_ 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)-(g) is to be completed if applicant is a Corporation Association or Trust**

(a) The date and state of formation/incorporation: Illinois 6-6-2002

(1) Parent Company, if applicable \_\_\_\_\_

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

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

(d) 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.

(e) 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.    Exhibit J

(f) If applicable, attach a copy of the instrument creating the trust and all amendments thereto:    Not applicable.

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: 14.

Employer Identification Number (E.I.N.) 30-0076322

Part IV: Financial Information

A. Address where business records are kept: 4700 North Prospect Road, Suite 8  
street  
Peoria Heights, IL 61616 (773) 935-8576  
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.

Financial statements attached as Exhibit K

(1) Fiscal year end: Month December Day 31st

(2) Date of most recent audited, unconsolidated financial statement of Applicant:  
No audited statements available.

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

\_\_\_\_\_  
\_\_\_\_\_

(4) Period covered by financial statement attached: 2007, 2008, 2009

C. Does the applicant currently have an internal auditor and/or internal audit program? No.

If so, Name of internal auditor \_\_\_\_\_.

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. Exhibit J



Part VI: 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.  
Exhibit M
- B. 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?  
  X   Yes                      No
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service?   X   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.

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.**

TN

For Individual and Partners:

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

For Corporations  
and Other Organizations

BY:

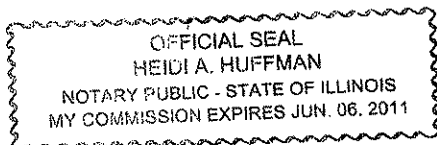
Access2go, Inc.
(NAME OF CORPORATION)
_____ SIGNATURE
John Petrakis
PRINTED NAME
Vice President
Title

ATTEST:

_____ Title
----------------

On this the 13<sup>th</sup> day of July, 2010 before me, a Notary Public

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 his/her knowledge and belief.



Heidi A. Huffman  
Notary Public

seal

## Exhibit A

### **Affiliates of Access2go, Inc..**

Access2go, Inc. has no parent or affiliates.

## Exhibit B

Provide the name, business and home address of and a chronological summary of the employment history of:

- (a) Not an individual
- (b) Not a partnership
- (c) Each Officer and Director of the Applicant :

Kevin Morgan, President  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616

John Petrakis, Secretary/VP  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616

John Tandeski, Asst. Secretary  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616

A summary of the employment history and business experience of the Officers, Directors, and key management personnel are attached.

### **Jamison J. Shefts**

Mr. Shefts is the founder, President and Chief Executive Officer of Access2Go, Inc. and The Broadband Shop, Inc. Mr. Shefts started his career in the telecommunications industry with Ameritech Services in 1989.

From 1989 to 1991, Mr. Shefts worked in an Ameritech technical operations group for two years while he was earning his MBA. In 1992, Mr. Shefts entered sales with Ameritech by opening a sales office for it in Peoria, Illinois. From 1992 to 1997, Mr. Shefts was responsible for Major Account Sales at Ameritech. From 1992-1997 Mr. Shefts earned "The President's Club" award for outstanding sales achievement from 1992 to 1997, and also earned the "Salesman of the Year" award in 1995.

In 1997, Mr. Shefts left Ameritech to and started his own telecommunications consulting business.

In 1999, Mr. Shefts founded Data-Tel Solutions, his own Ameritech distributorship, which later became The Broadband Shop, Inc. In 2000, he formed Access2Go, Inc., which is the carrier arm of his sales operations. Access2Go, Inc. has been a distributor of both wholesale and retail carrier relationships since 2000. Access2Go, Inc.'s business plan now provides the company the ability to begin providing telecommunications services as a carrier, rather than simply operating merely as a distributor for other carriers.

In January of 2006, Mr. Shefts became equal owners with Mr. Morgan and Mr. Petrakis. Mr. Shefts retained his title as President and CEO. Mr. Shefts holds a Bachelor of Science degree in Marketing from Illinois Wesleyan University and an MBA from Loyola University, Chicago

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### **John Petrakis**

Mr. Petrakis joined Access2Go, Inc. in 2002 as an Account Sales Executive for Access2Go, Inc. and The Broadband Shop, Inc. Mr. Petrakis currently sits on the Board of Access2Go and is the acting President of Operations. Mr. Petrakis took over the role of President of Operations in January 2006.

Prior to joining Access2Go, Inc., Mr. Petrakis was employed in various positions at Ameritech and SBC. From 2000 to 2002, Mr. Petrakis was

Director of Global Sales at SBC. From 1998 to 2000, Mr. Petrakis was a Sales Manager with SBC/Ameritech. From 1996 to 1998, Mr. Petrakis was a Major Account Sales Manager with Ameritech. From 1995 to 1996, Mr. Petrakis was a Territory Manager at Ameritech.

Prior to joining Ameritech/SBC, Mr. Petrakis was employed in the Trust Department at Banc One from 1990 to 1995.

Mr. Petrakis holds a B.S. from Illinois State University.

### **Kevin Morgan**

Mr. Morgan currently sits on the Board of Access2Go and is the acting President of Sales and Marketing. Mr. Morgan took over the role of President of Sales in January 2006.

Mr. Morgan joined Access2Go, Inc. in 2001 and currently serves an Account Sales Executive for Access2Go, Inc.

Prior to joining Access2Go, Inc., Mr. Morgan was a Senior Account Executive at Ameritech/SBC from 1998 to 2001.

From 1996 to 1998, Mr. Morgan was responsible for Account Sales at USN Communications.

Mr. Morgan holds a B.A. from the University of Wisconsin.

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### **John C. Tandeski**

Mr. Tandeski currently sits on the Board of Access2Go and is Vice President of Direct Sales. Mr. Tandeski took over the role of Vice President of Direct Sales in January 2006.

Mr. Tandeski joined Access2Go, Inc. in 2002 and currently serves as a Major Account Sales Executive for Access2Go, Inc. and The Broadband Shop, Inc.

Prior to joining Access2Go, Inc., Mr. Tandeski was responsible for Large Business Sales at Ameritech/SBC from 2000 to 2002.

From 1995 to 2000, Mr. Tandeski was responsible for Large Account Sales at AT&T.

From 1992 to 1995, Mr. Tandeski was responsible for Wireless Large Business Sales at USWest.

Mr. Tandeski holds a B.S. from Winona State University.

**Janice Hamilton**

Ms. Hamilton joined Access2Go, Inc. in January 2000 and currently serves as Customer Service Department Manager and Office Manager for Access2Go, Inc. and The Broadband Shop, Inc.

Prior to joining Access2Go, Inc., Ms. Hamilton was an Account Manager at Customer Development Corporation from 1995 to 1999.

From 1991 to 1995, Ms. Hamilton was a Small Business Customer Service Representative at Ameritech.

**Janeen Welsh**

Ms. Welsh joined Access2Go, Inc. in August, 2002 and currently serves as Office Assistant for Access2Go, Inc. and The Broadband Shop, Inc.

Prior to joining Access2Go, Inc., Ms. Welsh was an Account Service Representative at McLeod USA from June, 1994 to July, 2002.

## Exhibit C

### List of States Where Certified

<u>State</u>	<u>Type of Authority</u>
Alabama	IXC
Arizona	IXC/Access
Arkansas	IXC
California	IXC/CLEC/Access
Colorado	IXC
Connecticut	IXC
Florida	IXC/Access
Georgia	IXC/Access
Idaho	IXC
Illinois	IXC/CLEC/Access
Indiana	IXC/CLEC/Access
Iowa	IXC
Kentucky	IXC/Access
Louisiana	IXC/Access
Maryland	IXC
Massachusetts	IXC
Michigan	IXC
Minnesota	IXC
Missouri	IXC
Montana	IXC/Access
New Jersey	IXC
New York	IXC/Access
North Carolina	IXC
North Dakota	IXC
Ohio	IXC/Access
Oregon	IXC/Access
Pennsylvania	IXC
Texas	IXC
Utah	IXC
Washington	IXC
W. Virginia	IXC/Access
Wisconsin	IXC/CLEC/Access
Wyoming	IXC



## **EXHIBIT D**

### **Tariffs**

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**TITLE SHEET**

**ACCESS2GO, INC.**

**TARIFF NO. 1**

This tariff applies to the provision of Competitive Interexchange Services furnished by Access2go, Inc.. This tariff is on file with the Tennessee Regulatory Authority ("TRA") and copies may be inspected during normal business hours at the Company's principal place of business.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Kevin Morgan, President  
Access2go, Inc.  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616

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**CHECK SHEET**

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Kevin Morgan, President  
Access2go, Inc.  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Kevin Morgan, President  
Access2go, Inc.  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616

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**SYMBOLS**

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

- C - To signify changed regulation.
- D - Delete or discontinue.
- I - Change resulting in an increase to a customer's bill.
- M - Moved from another tariff location.
- N - New.
- T - Change in text or regulation but no change in rate or charge

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Kevin Morgan, President  
Access2go, Inc.  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Kevin Morgan, President  
Access2go, Inc.  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**1.1 Definitions:**

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Access2, Inc., unless specifically stated otherwise.

Company - Access2, Inc., also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m., Monday through Friday.

Delinquent Account - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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1.1 Definitions: (contd.)

Interexchange Utility - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m., every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Recurring amounts billed to customers for regulated services and equipment.

Suspension - Temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by Carrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Carrier Undertaking**

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis unless otherwise stated in a service agreement and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

**2.2 Limitations on Service**

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

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2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions and not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.

2.4.2 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.

2.4.3 Carrier, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services provided by Carrier.

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2.4 Limitation of Liability (continued)

2.4.4 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

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2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provision and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. Placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
  - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
  - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
  - 1. The negligence or willful act of the customer or user.
  - 2. Improper use of service.
  - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits and Advance Payments

A. Deposits

The Company may require a customer who has a proven history of late payment or whose financial responsibility is not a matter of record to make a deposit to be held as a guarantee for the payment of charges. Such a deposit shall not exceed an amount equal to twice the estimated average monthly usage charges and/or the monthly recurring charges. Interest on deposits shall be paid in accordance with the rules of the Commission.

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all bills for a period of one year.

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance shall be returned to the customer.

B. Advance Payments

The Company reserves the right to collect an advance payment from customers whose ability to pay for services is unknown. The advance payment will not exceed one (1) month's estimated charges which will be applied against the following month's actual charges and, if necessary, a new advance payment will be collected for the following month.

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2.7 Customer Responsibility (continued)

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

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2.7 Customer Responsibility (continued)

- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
1. Interruptions of service resulting from Carrier performing routine maintenance;
  2. Interruptions of service for implementation of a customer order or change in service;
  3. Interruption caused by the negligence of the customer or his authorized user;
  4. Interruptions of service due to the failure of service resulting from customer provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins or before a completion of the minimum period agreed upon by the customer, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred by Carrier. If, based on such an order, any construction has either begun or been completed, but no services provided, the non-recoverable cost of construction shall be borne by the customer.

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2.7.6 Payment and Charges for Services

- A. Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis.
- B. Payment is due within 15 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- C. Service may be disconnected upon five (5) days written notice for nonpayment of an invoice by its due date.
- D. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- E. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- F. 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.
- G. Customers will be charged a late payment penalty in the amount of 1.5% of unpaid principal amount or the highest rate allowed by state law.
- H. Customers will be charged a fee for all dishonored checks issued to Carrier.

2.7.7 Application of Charges

The charge for service are those charges in effect for the period that service is furnished.

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2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to the limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for interruptions of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that an interruption continued beyond two hours.

2.8.2 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

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2.8.3 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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2.8 Responsibility of Carrier

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was furnished or discontinued. The number of days in the billing period are divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.5 Customer Complaint Procedure

The Company's Customer Service Representatives are available by calling toll free: 1-877-828-7724. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

Unresolved disputes may be directed to the attention of the Tennessee Regulatory Authority as follows:

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 Timing of Calls**

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up.

There are no charges incurred if a call is not completed.

**3.2 Start of Billing**

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day of the or any portion thereof that service is provided by Carrier after notice of cancellation by Customer.

**3.3 Interconnection**

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all necessary licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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**3.4    Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

**3.5    Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula: 
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

**3.6    Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% of calls attempted for all Feature Group D (1+) services.

**3.7    Special Promotions**

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

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3.8 Service Offerings

The Company provides the following services:

3.8.1 Message Toll Service (MTS)

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

3.8.2 Inbound 8XX Service

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to the Company's inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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3.8.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the Carrier's network via a toll free access number and personal identification number issued by the Company.

3.8.4 Directory Assistance

Listed telephone numbers are provided to customers upon request at a per call charge.

3.8.5 Dedicated Access Services

Access2Go, Inc. Dedicated Access Services allows a Customer to access the Company's long distance network via a dedicated channel connection between the customer premise equipment and the long distance switch.

A. Inbound Dedicated Service

Access2Go, Inc. Inbound Dedicated Service receives inbound Intrastate calls on Dedicated Access Lines using 800 or 888 number(s).

B. Outbound Dedicated Service

Access2Go, Inc. Outbound Dedicated Service sends outbound intrastate calls on Dedicated Access Lines by dialing "1+ ten digits" for interLATA.

3.8.6 Switched Access Services

Access2Go, Inc. Switched Access Service allows a customer to access the Company's long distance network via FGD access.

A. Inbound Switched Service

Access2Go, Inc. Inbound Switched Service receives inbound Intrastate calls on Switched Access Lines using Toll Free Numbers (800, 888, 877, 866, etc.) number(s).

B. Outbound Switched Service

Access2Go, Inc. Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

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**SECTION 4 - RATES AND CHARGES****4.1 General Rate Information****4.1.1 Call Duration**

Customer will maintain a call duration of greater than 18 seconds in length for at least 90% of Customer's total domestic calls. Access2Go, Inc. shall charge all calls under 18 seconds in duration a minimum of one cent (\$0.01) per call if the total amount of calls less than 18 seconds exceeds 10% of the Customer's total domestic traffic.

**4.1.2 RBOC - ITC Surcharge**

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). Access2Go, Inc. shall apply a surcharge of two cents (\$0.02) per minute of use to the number of minutes that exceed 20% of the total Non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed 15% of the total Non-RBOC origination minutes.

**4.1.3 Charge for Non-Billable Toll Free Calls**

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, Access2Go, Inc. may charge Customer a non-discountable \$0.02 charge for each non-billable call.

**4.2 Rate Schedules****4.2.1 Inbound Intrastate Dedicated Service**

Inbound Dedicated Service - \$0.15 per minute

**4.2.2 Outbound Dedicated Intrastate Service**

Outbound Dedicated Service - \$0.15 per minute

**4.2.3 Inbound Switched Intrastate Service**

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4.2 Rate Schedules (continued)

Inbound Switched Service - \$0.15 per minute

4.2.4 Outbound Switched Intrastate Service

Outbound Switched Service - \$0.15 per minute

4.3 Ancillary Charges

8xx Directory Assistance Features	NRC	MRC	Change Fee	Description
Query Fee	\$2.50 per call	N/A	N/A	Allows 8xx number to be listed in National Toll Free Directory Assistance database. Charge is applied to customer's 8xx number not the calling party. Maximum 2 queries per call.
Monthly Database Listing	\$50 per listing	\$3 per listing	\$35 per change per listing	Allows 8xx numbers to be listed in National Toll Free Directory Assistance database. Maximum 4 listings per 8xx number.
Expedite	\$150 per 8xx number	N/A	N/A	Expedite fees are a one time per order fee and apply to installs and changes

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4.3 Ancillary Charges (continued)

Other Ancillary Features	NRC	MRC	Change Fee	Description
8xx Project Account Codes	\$20. per 8xx number	\$5 per 8xx number	\$10 per 8xx number	Predefined accounting codes to track 8xx inbound usage by calls
Payphone Fee	N/A	\$0.75 per call	N/A	Surcharge on coinless payphone originated calls. Covers FCC designated PSP compensation and Access2go administrative fees.
1+ Directory Assistance	N/A	\$0.95 per call	N/A	Allows ANIs to be listed in the National Directory Assistance database. Charge is applied to the calling party.

Originating Features	NRC	MRC	Change Fee	Description
Extended Call coverage Option 1	No charge	No charge	No charge	Allows calls to originate from Alaska & Hawaii
Extended Call Coverage Option 2	No charge	No charge	No charge	Allows calls to originate from Puerto Rico and USVI
Canadian Origination	No charge	No charge	No charge	Allows calls to originate from Canada (choose any or all area codes).
Tailored Call Coverage - aka Originating 8xx Service Options	No charge	No charge	No charge	Allows call blocking at the state, LATA, NPA, NPA/NXX and ANI level.

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4.3 Ancillary Charges (continued)

Routing Features	NRC	MRC	Change Fee	Description
Day of Week Routing	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Routes calls placed on an 8xx number to different terminating locations based on the date of the week
Holiday Routing	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Routes calls placed on an 8xx number to different terminating locations based on the date of the week
Time of Day Routing	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Routes calls placed on an 8xx number to different terminating locations based on the date of the week
Percentage Allocation Routing	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Routes calls placed on an 8xx number to different terminating locations based on the date of the week
Geographical Routing	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Routes calls placed on an 8xx number to different terminating locations based on the date of the week

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## 4.3 Ancillary Charges (continued)

Terminating Features	NRC	MRC	Change Fee	Description
Direct Termination Overflow	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Allows a dedicated access line customer to control potential congestion of calls placed on an 8xx number by sending overflow calls to another 8xx trunk group, WATS access line, dedicated access line, or business line.
Dialed Number Identification	No Charge	No charge	No Charge	Allows a dedicated access customer to receive calls from multiple 800 numbers on the same terminating trunk group by sending special identification digits along with the 800 call to the customer site. Customer must have proper equipment for this feature.
Real Time ANI	No charge	No charge	No Charge	Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

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**SECTION 4 - RATES AND CHARGES**

4.4 Usage Charges and Billing Increments

4.4.1 Usage Charges

Usage is generally flat rated. However, if usage charges are determined by the time of day rate periods, the rate period is determined by the time and day of call origination at the customer's location.

4.4.2 Billing Increments

Usage is billed in the increments stated in the product description.

4.4.3 Rounding

All partial usage will be rounded up to the next highest billing increment. Partial cents will be rounded up to the next highest whole cent.

4.4.4 Taxes

All rates stated are exclusive of any applicable taxes.

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**ISSUED BY:** Kevin Morgan, President  
Access2go, Inc.  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616

---

4.5 Outbound 1+ Service

\$0.07 per minute.

Billed in six (6) second increments.

4.6 Inbound 8XX Service

\$0.07 per minute.

Billed in one (1) minute increments.

4.7 Directory Assistance

\$1.25 per call.

4.8 Travel Card Service

\$0.25 per minute.

Billed in one (1) minute increments.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Kevin Morgan, President  
Access2go, Inc.  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616

---

4.9 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.10 Returned Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently returned by the issuing institution, shall be charged \$15.00 per check.

4.11 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

4.12 Pay Telephone (Payphone) Surcharge

A \$0.50 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Kevin Morgan, President  
Access2go, Inc.  
4700 N. Prospect Road, Suite 8  
Peoria Heights, IL 61616



## Exhibit E

### **Sample Bill & Letter of Agency**

ACCESS2Go, Inc.  
 BUSINESS BROADBAND  
 www.acc2go.com  
 Development  
 100 Main Street  
 Rochester, NY 14555-4321

## Payment Coupon

Master Account Number 1060  
**New Balance** **\$1,221.63**  
 Invoice Number 603  
 Invoice Date March 15, 2004  
 Payment Due Date April 15, 2004

Amount Enclosed \$ \_\_\_\_\_

Remit To:

Development  
 100 Main Street  
 Rochester, NY 14555-1234



Sample Bill 2  
 Attn: Masaru  
 1118 8th Ave  
 suite 1524  
 New York, NY 10011

0000000000062 15032004 00000603 00000122163 0047

ACCESS2Go, Inc.  
 BUSINESS BROADBAND  
 www.acc2go.com

## Sample Bill

Customer Service: 1 (800) 555-1212  
 Billing Questions: 1 (800) 555-1212

### Optional Messages on Page 1

Messages can be added for specific bills. For example, a section can be added for New Customers only, and a section can be added for customers of a specific state that may require an additional regulatory message.

## Account Summary

Description	Amount
Previous Balance.....	\$918.93
Payments & Credits.....	CR(\$633.01)
Other Charges.....	\$5.00
Long Distance Charges.....	\$140.89
Local Service Charges.....	\$569.92
Federal, State & Local Taxes.....	\$219.90
<b>New Balance</b>	<b>\$1,221.63</b>

## Payments & Credits

Date	Description	Amount
03/10	PAYMENT - Thank You	CR(\$633.01)
Total		(\$633.01)

## Other Charges

Date	Description	Amount
03/01	Bill Processing Fee	\$5.00
Total		\$5.00

**ACCESS2Go, Inc.**BUSINESS BROADBAND  
www.acc2go.com

Customer Service: 1 (800) 555-1212

---

**Long Distance Charges**

Date	Description	Amount
03/01	Dedicated Outbound International	\$109.35
03/01	Dedicated Outbound Interstate	\$28.17
03/01	Dedicated Outbound Intrastate	\$3.37
Total		\$140.89

**Local Service Charges**

Date	Description	Amount
03/01	2126606999 - Local Measured Service - 15192 Minutes	\$151.92
03/01	2126607000 - DID Block 20 - 03/01/04 to 03/31/04	\$18.00
03/01	2126607000 - ISDN PRI T-1 - 03/01/04 to 03/31/04	\$400.00
Total		\$569.92

**Federal, State & Local Taxes**

Date	Description	Amount
03/01	2126607000 - Federal Subscriber Line Charge - 03/01/04 to 03/31/04	\$97.50
03/01	FCC PIC Charge - 2 Lines	\$8.00
03/01	Federal Excise Tax - FEDERAL EXCISE TAX	\$20.79
03/01	Federal UHCF - FEDERAL UNIVERSAL SERVICE FUND	\$11.97
03/01	Local 911 Surcharge - NEW YORK CO. 911 SURCHARGE	\$1.00
03/01	Misc Surcharge 1 (County) - NY MTA SURCHG ON EXCISE TAX	\$4.13
03/01	County Gross Receipts Tax - LOCAL GROSS RECEIPTS TAX	\$12.97
03/01	County Sales Tax - COUNTY SALES TAX	\$22.22
03/01	County/Local - METRO COMMUTER TRANS. DISTRICT	\$1.39
03/01	PUC Fee - NY PUC FEE	\$0.39
03/01	State Excise Tax - NY STATE EXCISE TAX	\$17.32
03/01	State Sales Tax - STATE SALES TAX	\$22.22
Total		\$219.90

---



## LETTER OF AUTHORIZATION

Please let this notice serve that \_\_\_\_\_ hereby grants permission to \_\_\_\_\_ to act on our behalf for the following telecom circuit ID's identified by circuit ID and Account Number:

1. Account Number: \_\_\_\_\_
2. Circuit ID \_\_\_\_\_

This LOA grants the above mentioned party to do the following changes:

- ☐ Any changes that do not affect the PHYSICAL appearance of the network. These changes include address and billing changes. \_\_\_\_\_ (customer initial)
- ☐ Any changes that affect the PHYSICAL nature of this network configuration. These changes include request for service to be moved, changes in signaling, formatting, or any other provisioning changes.

This LOA is in effect from the date of this signature and will stay in effect until removed upon written notice.

Customer Name: \_\_\_\_\_ (printed)

Customer Signature: \_\_\_\_\_ Date \_\_\_\_\_

Company Name: \_\_\_\_\_

## Exhibit F

### TENNESSEE SPECIFIC OPERATIONAL ISSUES

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

The Company will not bill for local exchange calls placed between two points within the same county within Tennessee.

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

Yes, the Company is aware of the Tennessee County Wide Calling database for local exchange telecommunications maintained by BellSouth, will follow proper procedure for entering telephone numbers on the database.

3. Is the Company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in its proposed service areas?

Yes, the Company is aware of the local calling areas provided by the ILECs in the proposed service areas.

4. Explain the procedure that will be implemented to assure that customers will not be billed for charges for calls within the metro calling areas.

The Company has billing software which can identify and distinguish local from long distance calls for all direct end-user customers of Access2go, Inc..

5. Please provide the name and telephone number of an employee of the Company that will be responsible to work with the TRA on resolving customer complaints.

Kevin Morgan, President  
(866) 822-2246

6. Does the Company intend to telemarket its service in Tennessee? If yes, is the Company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* and Chapter 1220-4-11?

The Applicant does not intend to telemarket in Tennessee.

## Exhibit G

### Certificate of Incorporation

**BCA-2.10**

(Rev. Jan. 1999)

**ARTICLES OF INCORPORATION**

6225-0666

Jesse White  
Secretary of State  
Department of Business Services  
Springfield, IL 62756  
<http://www.sos.state.il.us>

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

This space for use by Secretary of State

**FILED**

JUN 06 2002

JESSE WHITE  
SECRETARY OF STATE**PAID****SUBMIT IN DUPLICATE!**This space for use by  
Secretary of State

Date 6-6-02

Franchise Tax \$ 25.00  
Filing Fee \$ 75.00

Approved: KK 100.00

1. CORPORATE NAME: Access2Go, Inc.

KK

JUN 07 2002

**EXPEDITED**

(The corporate name must contain the word "corporation", "company", "incorporated", or an abbreviation thereof.)

2. Initial Registered Agent:	John	S.	Elias
	First Name	Middle Initial	Last name
Initial Registered Office:	416 Main Street		Suite 1400
	Number	Street	Suite #
	Peoria	Peoria	61602
	City	County	Zip Code

3. Purpose or purposes for which the corporation is organized:  
(If not sufficient space to cover this point, add one or more sheets of this size.)



CP0301777

To do any and all acts and things for which corporations may be incorporated under the Business Corporation Act of 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	\$ NO PAR	100,000	1,000	\$1,000

TOTAL = \$ 1,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: \_\_\_\_\_  
(b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP
------	---------------------	------------------

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ \_\_\_\_\_  
(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ \_\_\_\_\_  
(c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ \_\_\_\_\_  
(d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ \_\_\_\_\_

7. **OPTIONAL: OTHER PROVISIONS SEE ATTACHMENT #1**

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated June 3, 2002  
(Month & Day) Year

1. John S. Elias  
Signature and Name  
Signature  
John S. Elias  
(Type or Print Name)

2. \_\_\_\_\_  
Signature  
(Type or Print Name)

3. \_\_\_\_\_  
Signature  
(Type or Print Name)

1. 416 Main Street, Suite 1400  
Address  
Street  
Peoria, IL 61602  
City/Town State Zip Code

2. \_\_\_\_\_  
Street  
City/Town State Zip Code

3. \_\_\_\_\_  
Street  
City/Town State Zip Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

**FEE SCHEDULE**

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
  - The filing fee is \$75.
  - The minimum total due (franchise tax + filing fee) is \$100.  
(Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
  - The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
- Illinois Secretary of State Springfield, IL 62756  
Department of Business Services Telephone (217) 782-9522 or 782-9523



ATTACHMENT #1

ACCESS2GO, INC.

ARTICLES OF INCORPORATION

ARTICLE 7

PARAGRAPH ONE: No holder of any class or series of stock of the Corporation shall have cumulated voting rights with respect to any matter voted upon by the holders of such stock.

PARAGRAPH TWO: Each of the following matters when submitted to shareholders vote pursuant to the requirements of the Business Corporation Act of 1983, as amended from time to time, or any successor statute, shall require for its adoption, approval or authorization, as the case may be, the affirmative vote of the holders of at least a majority of the total outstanding shares entitled to vote on the matter and, if applicable, the affirmative vote of the holders of at least a majority of the outstanding shares of each class or series of shares entitled to vote as a class on the matter:

- (i) a proposed amendment to these Articles of Incorporation;
- (ii) a plan of merger, consolidation or exchange;
- (iii) a sale, lease, exchange, or other disposition of all, or substantially all, the property and assets, with or without the good will, of the corporation, if not made in the usual and regular course of business, and the determination of, or authorization of the board of directors to determine, any and all of the terms and conditions thereof and the consideration to be received by the corporation therefor; and
- (iv) a resolution to voluntarily dissolve the corporation.

When recorded, return to: John S. Elias  
Elias, Meginnis, Riffle, & Seghetti, P.C.  
416 Main Street, Suite 1400  
Peoria, IL 61602

Form **BCA-10.30**  
(Rev. Jan. 1999)

Jesse White  
Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-1832

Remit payment in check or money  
order, payable to "Secretary of State."  
The filing fee for restated articles of  
amendment - \$100.00  
<http://www.sos.state.il.us>

## ARTICLES OF AMENDMENT

File # 6225-066-6

**FILED PAID**

MAR 31 2003

JESSE WHITE  
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by  
Secretary of State

Date: 3-31-03  
Franchise Tax \$  
Filing Fee\* \$25.00  
Penalty \$  
Approved: KK/RO



CP0952191

(Note 1)

1. CORPORATE NAME: Access2Go, Inc.

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on February 28  
2003 in the manner indicated below. ("X" one box only)  
(Year)

- ☐ By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; (Note 2)
- ☐ By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)
- ☐ By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; (Note 3)
- ☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)
- ☐ By the shareholders, in accordance with Section 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Notes 4 & 5)
- ☒ By the shareholders, in accordance with Section 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 5)

3. TEXT OF AMENDMENT:

- a. When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.  
Article 1: The name of the corporation is:

(NEW NAME)

All changes other than name, include on page 2  
(over)

**Text of Amendment .**

- b. *(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to do so, add one or more sheets of this size.)*

**See Attachment #1**

4. The manner, if not set forth in article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: (if not applicable, insert "No change")  
As of the effective date of this Articles of Amendment, all of the 1,000 previously issued and outstanding Common are exchanged for 70,004 shares of Series A Common and 29,996 Series B Common.

5. (a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: (if not applicable, insert "No change")  
No change.

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amended is as follows: (if not applicable, insert "No change")  
No change.

	Before Amendment	After Amendment
Paid-in Capital	\$ _____	\$ _____

(Complete either Item 6 or 7 below. All signatures must be in **BLACK INK**.)

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated March 27, 2003 ✓  
(Month & Day) (Year)  
attested by Colleen Shefts ✓  
(Signature of Secretary or Assistant Secretary)  
Colleen K. Shefts, Secretary  
(Type or Print Name and Title)

Access2Go, Inc. ✓  
(Exact Name of Corporation at date of execution)  
by [Signature] ✓  
(Signature of President or Vice President)  
Jamison J. Shefts, President  
(Type or Print Name and Title)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below, and type or print name and title.

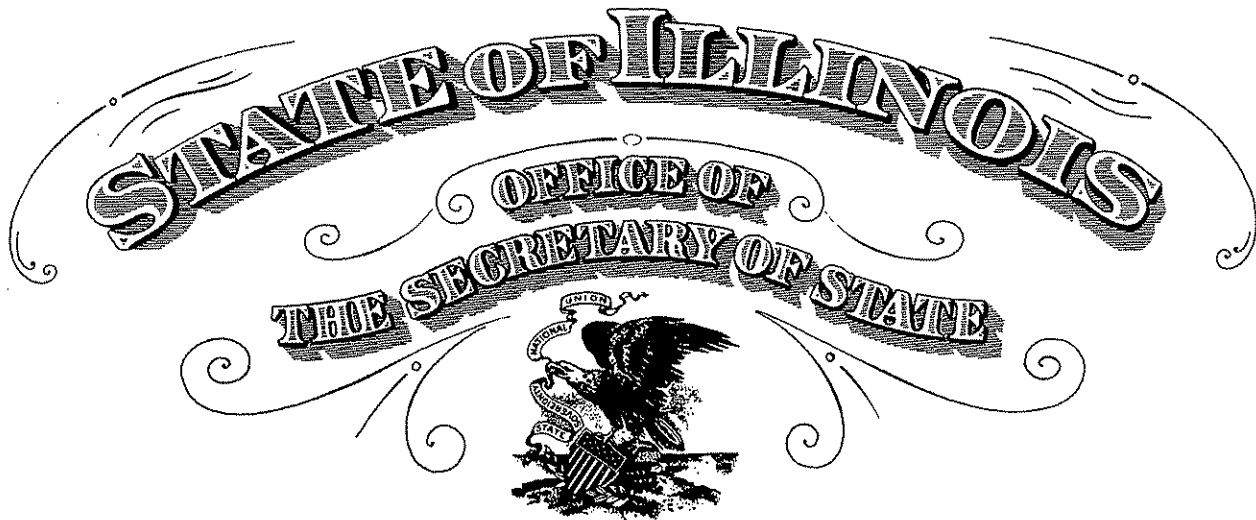
The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated \_\_\_\_\_  
(Month & Day) (Year)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Exhibit H

### **Certificate of Good Standing**



*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

ACCESS2GO, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 06, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1015401476

Authenticate at: <http://www.cyberdriveillinois.com>

*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of JUNE A.D. 2010 .*

*Jesse White*

SECRETARY OF STATE

**EXHIBIT I**

**Tennessee Certificate of Authority**

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

DATE: 10/23/06  
REQUEST NUMBER: 5879-1488  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 10/23/06 1112  
EFFECTIVE DATE/TIME: 10/23/06 1112  
CONTROL NUMBER: 0532523

TO:  
C T CORPORATION SYSTEM  
120S CENTRAL AVE  
CLAYTON, MO 63105

RE:  
ACCESS2GO, INC.  
APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

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

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

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

-----  
FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

ON DATE: 10/23/06

FROM:  
C T CORPORATION SYSTEM (CLAYTON, MO)  
120 S. CENTRAL AVENUE  
CLAYTON, MO 63105-0000

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

RECEIPT NUMBER: 00004042671  
ACCOUNT NUMBER: 00282908



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE



## Exhibit J

### **List Corporate Structure or Affiliates**

### **History of Material Litigation and Criminal Convictions**

Access2go, Inc. has no parent or affiliates.

The Company nor any of its officers or shareholders have been involved in any material litigation in the last ten years. No officer, director, executive officer or shareholder have had any criminal convictions.

# Exhibit K

## **Company Financials**

ACCESS2GO, INC.  
INCOME STATEMENT  
FOR TWO MONTHS ENDING FEBRUARY 28, 2010 (FINAL)

[illegible]

	FEBRUARY 2010		FEBRUARY 2009		2010 YEAR TO DATE		2009 YEAR TO DATE	
EXPENSES								
SALARIES	\$97,158.34	7.67%	\$105,197.51	8.31%	\$194,778.20	7.80%	\$202,427.73	8.11%
401K COMPANY MATCH	\$723.27	0.06%	\$0.00	0.00%	\$1,429.11	0.06%	\$0.00	0.00%
PAYROLL TAXES	\$10,464.55	0.83%	\$21,300.52	1.68%	\$21,587.56	0.86%	\$30,806.06	1.23%
CONTRACT LABOR	\$0.00	0.00%	\$5,883.00	0.46%	\$0.00	0.00%	\$5,883.00	0.24%
NEW HIRE EXPENSE	\$0.00	0.00%	\$1,000.00	0.08%	\$0.00	0.00%	\$1,000.00	0.04%
OFFICE SUPPLIES	\$633.18	0.05%	\$2,814.86	0.22%	\$953.93	0.04%	\$2,183.04	0.09%
COPYING CHARGES	\$39.02	0.00%	\$34.00	0.00%	\$74.73	0.00%	\$68.00	0.00%
RENT/LEASE - OFFICE	\$4,990.00	0.39%	\$5,546.00	0.44%	\$9,980.00	0.40%	\$11,092.00	0.44%
RENT/LEASE - EQUIPMENT	\$119.00	0.01%	\$119.00	0.01%	\$238.00	0.01%	\$238.00	0.01%
HEALTH INSURANCE	\$6,972.31	0.55%	\$13,846.01	1.09%	\$13,096.68	0.52%	\$25,690.23	1.03%
EMPLOYEE LIFE INSURANCE	\$279.00	0.02%	\$145.12	0.01%	\$279.00	0.01%	\$303.62	0.01%
GENERAL INSURANCE	\$0.00	0.00%	\$715.50	0.06%	\$0.00	0.00%	\$715.50	0.03%
LIFE INSURANCE PREMIUMS	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
UTILITIES	\$105.64	0.01%	\$617.40	0.05%	\$912.28	0.04%	\$1,419.77	0.06%
TELEPHONE	\$3,239.03	0.26%	\$3,659.31	0.29%	\$5,924.59	0.24%	\$7,450.87	0.30%
LOCAL ACCESS/CONNECTION	\$254.85	0.02%	\$292.06	0.02%	\$649.79	0.03%	\$674.47	0.02%
MAINTENANCE & REPAIRS	\$618.75	0.05%	\$934.00	0.07%	\$1,875.00	0.08%	\$3,329.00	0.13%
AUTO EXPENSE	\$787.09	0.06%	\$403.09	0.03%	\$2,069.81	0.08%	\$1,881.95	0.08%
DUES & SUBSCRIPTIONS	\$634.99	0.05%	\$206.00	0.02%	\$1,260.72	0.05%	\$737.99	0.03%
REGISTRATIONS & FILING FEES	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
ADVERTISING	\$1,050.00	0.08%	\$0.00	0.00%	\$1,529.75	0.06%	\$0.00	0.00%
OFFICE EXPENSE	\$500.57	0.04%	\$711.21	0.06%	\$974.45	0.04%	\$1,876.84	0.08%
BANK CHARGES	\$1,141.17	0.09%	\$632.91	0.05%	\$2,049.74	0.08%	\$1,834.17	0.07%
POSTAGE & SHIPPING	\$499.39	0.04%	\$1,067.53	0.08%	\$667.98	0.03%	\$1,641.32	0.07%
SOFTWARE LICENSE FEES	\$0.00	0.00%	\$0.00	0.00%	\$3,500.00	0.14%	\$5,500.00	0.22%
PROF/ACCOUNTING FEES	\$8,953.39	0.71%	\$14,635.58	1.16%	\$20,237.60	0.81%	\$23,254.69	0.93%
BILLING COMPANY FEES	\$6,064.76	0.48%	\$6,015.20	0.48%	\$12,143.41	0.49%	\$12,035.11	0.48%
NOC SERVICES	\$4,250.00	0.34%	\$4,250.00	0.34%	\$8,500.00	0.34%	\$8,500.00	0.34%
TRAINING & EDUCATION	\$0.00	0.00%	\$3,495.00	0.28%	\$0.00	0.00%	\$3,495.00	0.14%
TRADESHOWS & CONVENTIONS	\$0.00	0.00%	\$4,034.35	0.32%	\$0.00	0.00%	\$4,034.35	0.16%
HOTELS	\$792.13	0.06%	\$2,543.53	0.20%	\$792.13	0.03%	\$2,967.08	0.12%
TRAVEL EXPENSES	\$1,259.12	0.10%	\$1,711.36	0.14%	\$2,013.55	0.08%	\$1,838.36	0.07%
REGULAR PROMOTION	\$0.00	0.00%	\$556.24	0.04%	\$0.00	0.00%	\$2,023.45	0.08%
MEALS & ENTERTAINMENT	\$1,236.11	0.10%	\$743.12	0.06%	\$1,331.82	0.05%	\$1,539.81	0.06%
CHARITABLE CONTRIBUTIONS	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
NON-DEDUCTIBLE EXP	\$0.00	0.00%	\$0.00	0.00%	\$250.00	0.01%	\$0.00	0.00%
IL UNIVERSAL SERVICE FUND	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
DEPRECIATION	\$6,015.00	0.48%	\$5,200.00	0.41%	\$12,030.00	0.48%	\$10,400.00	0.42%
AMORTIZATION EXP	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
STATE INCOME TAX	\$600.00	0.05%	\$1,250.00	0.10%	\$1,240.00	0.05%	\$2,500.00	0.10%
INTEREST	\$1,076.38	0.09%	\$492.74	0.04%	\$2,417.54	0.10%	\$1,210.48	0.05%
CLEARING ACCOUNT	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%

	FEBRUARY 2010	FEBRUARY 2009	2010 YEAR TO DATE	2009 YEAR TO DATE
TOTAL EXPENSES	\$160,457.04 12.67%	\$210,052.15 16.59%	\$324,787.37 13.01%	\$380,451.89 15.24%
NET INCOME	\$44,973.87 3.55%	(\$7,767.41) -0.61%	(\$24,770.70) -0.99%	(\$29,804.67) -1.19%

ACCESS2GO, INC.  
BALANCE SHEET  
FEBRUARY 28, 2010 (FINAL)

ASSETS

CURRENT ASSETS

MERRIL LYNCH CHECKING	\$710,306.26
MORTON COMMUNITY BANK CHECKING	\$528,581.80
TAX ESCROW ACCOUNT	\$19,583.42
ACCOUNTS RECEIVABLE	\$1,656,289.35
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(\$141,152.87)
ACCOUNTS RECEIVABLE - OFFICERS	\$3,350.93
NOTES RECEIVABLE	<u>\$25,768.01</u>

TOTAL CURRENT ASSETS	\$2,802,726.90
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PROPERTY & EQUIPMENT

LEASEHOLD IMPROVEMENTS	\$5,056.00
AUTOMOBILES	\$123,081.37
OFFICE FURNITURE	\$21,853.30
COMPUTERS & EQUIPMENT	\$198,274.75
ACCUMULATED DEPRECIATION	<u>(\$212,422.44)</u>

TOTAL PROPERTY & EQUIPMENT	\$135,842.98
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OTHER ASSETS

ORGANIZATION COSTS	\$2,432.00
SOFTWARE DEVELOPMENT	\$68,411.20
ACCUMULATED AMORTIZATION	(\$2,432.00)
PREPAID EXPENSE	<u>\$26,507.76</u>

TOTAL OTHER ASSETS	<u>\$94,918.96</u>
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TOTAL ASSETS	<u><u>\$3,033,488.84</u></u>
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LIABILITIES

CURRENT LIABILITIES

ACCOUNTS PAYABLE	\$3,986.73
COMMISSIONS PAYABLE	\$315,285.57
DISPUTED CIRCUIT EXPENSES	\$518,579.09
CREDIT CARD PAYABLE	\$199,871.70
ADVANCE PAYMENTS	\$33,612.48
ACCRUED PAYROLL	\$79,166.68
LOAN PAYABLE - MCB - CREDIT LINE	\$250,000.00
LOAN PAYABLE - MORTON COMMUNITY	\$50,016.01
LOAN PAYABLE - AUDI FINANCIAL	\$0.00
REGULATORY TAXES	\$334,188.18
401K WITHHOLDING	\$781.26
401K COMPANY MATCH	\$5,234.81
FICA PAYABLE	\$4,242.02
FEDERAL WITHHOLDING PAYABLE	\$3,275.57

STATE WITHHOLDING PAYABLE	\$873.95	
FEDERAL UNEMPLOYMENT PAYABLE	\$858.91	
STATE UNEMPLOYMENT PAYABLE	\$2,117.12	
STATE INCOME TAX PAYABLE	\$6,056.55	
DEFERRED REVENUE	<u>\$1,205,640.23</u>	
TOTAL CURRENT LIABILITIES		\$3,013,786.86
LONG-TERM LIABILITIES		<u>\$0.00</u>
TOTAL LIABILITIES		\$3,013,786.86
CAPITAL		
COMMON STOCK	\$353,800.00	
TREASURY STOCK	(\$83,705.45)	
RETAINED EARNINGS	(\$225,621.87)	
DIVIDENDS PAID	\$0.00	
NET INCOME	<u>(\$24,770.70)</u>	
TOTAL CAPITAL		<u>\$19,701.98</u>
TOTAL LIABILITIES & CAPITAL		<u><u>\$3,033,488.84</u></u>

ACCESS2GO, INC.  
CASH FLOW STATEMENT  
FOR TWO MONTHS ENDED FEBRUARY 28, 2010 (FINAL)

	CURRENT MONTH	YEAR TO DATE
NET INCOME	\$44,973.87	(\$24,770.70)
ADJUSTMENTS TO RECONCILE NET		
INCOME TO NET CASH PROVIDED:		
ACCOUNTS RECEIVABLE	\$4,577.14	(\$115,541.00)
ALLOWANCE FOR DOUBTFUL ACCTS	\$5,000.00	\$10,000.00
ACCOUNTS RECEIVABLE - OFFICERS	(\$1,802.79)	(\$442.14)
NOTES RECEIVABLE	\$282.24	\$564.00
ACCOUNTS PAYABLE	\$230.97	(\$6,482.82)
COMMISSIONS PAYABLE	\$138,485.94	\$6,890.86
DISPUTED CIRCUIT EXPENSES	(\$19,686.23)	\$22,319.49
CREDIT CARD PAYABLE	(\$45,630.29)	(\$10,548.27)
ADVANCE PAYMENTS	\$837.12	\$837.12
ACCRUED PAYROLL	\$39,583.34	\$79,166.68
LOAN PAYABLE - MORTON COMM	\$0.00	(\$1,232.17)
LOAN PAYABLE - AUDI FINANCIAL	\$0.00	(\$1,154.96)
REGULATORY TAXES	\$82,666.04	\$133,968.71
401K WITHHOLDING	\$781.26	\$654.83
401K COMPANY MATCH	\$723.27	\$1,429.11
FICA	\$4.26	(\$10,032.80)
FEDERAL WITHHOLDING	\$5.66	(\$123,810.29)
STATE WITHHOLDING	\$1.24	(\$8,484.51)
FEDERAL UNEMPLOYMENT	\$245.50	\$570.07
STATE UNEMPLOYMENT	\$884.07	\$2,076.78
STATE INCOME TAX	\$600.00	\$1,200.00
DEFERRED REVENUE	(\$45,502.54)	(\$8,442.91)
TOTAL ADJUSTMENTS	<u>\$162,286.20</u>	<u>(\$26,494.22)</u>
NET CASH PROVIDED BY OPERATIONS	<u>\$207,260.07</u>	<u>(\$51,264.92)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
PROCEEDS FROM OR (USED FOR):		
OFFICE FURNITURE	\$0.00	\$0.00
COMPUTERS & EQUIPMENT	\$0.00	\$0.00
ACCUMULATED DEPRECIATION	\$6,015.00	\$12,030.00
PREPAID EXPENSES	<u>(\$12,439.01)</u>	<u>(\$11,252.76)</u>
NET CASH USED FOR INVESTING	<u>(\$6,424.01)</u>	<u>\$777.24</u>
NET INCREASE (DECREASE) IN CASH	<u>\$200,836.06</u>	<u>(\$50,487.68)</u>

SUMMARY



CASH BALANCE AT END OF PERIOD	\$1,258,471.48	\$1,258,471.48
CASH BALANCE AT BEGINNING OF PERIOD	<u>(\$1,057,635.42)</u>	<u>(\$1,308,959.16)</u>
NET INCREASE (DECREASE) IN CASH	<u>\$200,836.06</u>	<u>(\$50,487.68)</u>

ACCESS2GO, INC.

[illegible]

	MARCH 2009	MARCH 2008	2009 YEAR TO DATE	2008 YEAR TO DATE
EXPENSES				
SALARIES	\$120,014.49	\$69,398.12	\$322,442.22	\$215,209.42
PAYROLL TAXES	\$12,065.53	\$18,373.32	\$42,871.59	\$30,610.87
CONTRACT LABOR	\$7,770.62	\$1,872.64	\$13,653.62	\$1,872.64
NEW HIRE EXPENSE	\$0.00	\$14,472.00	\$1,000.00	\$14,472.00
OFFICE SUPPLIES	\$1,894.14	\$806.39	\$4,077.18	\$3,397.94
COPYING CHARGES	\$34.00	\$34.50	\$102.00	\$102.50
RENT/LEASE - OFFICE	\$5,546.00	\$3,785.00	\$16,638.00	\$23,255.00
RENT/LEASE - EQUIPMENT	\$119.00	\$119.00	\$357.00	\$357.00
HEALTH INSURANCE	\$15,756.61	\$2,162.72	\$41,446.84	\$4,854.53
EMPLOYEE LIFE INSURANCE	\$72.62	\$104.00	\$376.24	\$303.50
GENERAL INSURANCE	\$0.00	\$466.11	\$715.50	\$791.11
LIFE INSURANCE PREMIUMS	\$0.00	\$0.00	\$0.00	\$0.00
UTILITIES	\$596.61	\$126.25	\$2,016.38	\$2,643.13
TELEPHONE	\$5,171.09	\$3,792.50	\$12,621.96	\$9,976.53
LOCAL ACCESS/CONNECTION	\$318.04	\$0.00	\$892.51	\$1,593.42
MAINTENANCE & REPAIRS	\$1,147.50	\$1,430.64	\$4,476.50	\$2,040.64
AUTO EXPENSE	\$1,875.06	\$524.92	\$3,757.01	\$637.92
DUES & SUBSCRIPTIONS	\$110.65	\$0.00	\$848.64	\$2,359.50
REGISTRATIONS & FILING FEES	\$0.00	(\$309.51)	\$0.00	(\$309.51)
ADVERTISING	\$23.70	\$1,231.84	\$23.70	\$1,231.84
OFFICE EXPENSE	\$1,113.52	\$491.67	\$2,990.36	\$1,996.90
BANK CHARGES	\$851.30	\$3,480.84	\$2,685.47	\$10,622.75
POSTAGE & SHIPPING	\$647.54	\$500.75	\$2,288.86	\$1,132.23
SOFTWARE LICENSE FEES	\$3,470.10	\$3,254.23	\$8,970.10	\$6,658.23
PROF/ACCOUNTING FEES	\$42,368.56	\$21,632.54	\$65,623.25	\$38,016.70
BILLING COMPANY FEES	\$6,087.48	\$5,871.88	\$18,122.59	\$17,618.72
NOC SERVICES	\$4,250.00	\$4,250.00	\$12,750.00	\$12,750.00
TRAINING & EDUCATION	\$0.00	\$0.00	\$3,495.00	\$0.00
TRADESHOWS & CONVENTIONS	\$820.61	\$3,090.00	\$4,854.96	\$3,090.00
HOTELS	\$464.80	\$2,073.62	\$3,431.88	\$2,903.34
TRAVEL EXPENSES	\$2,146.53	\$631.47	\$3,984.89	\$1,815.83
REGULAR PROMOTION	\$1,720.00	\$0.00	\$3,743.45	\$0.00
MEALS & ENTERTAINMENT	\$1,688.22	\$1,776.41	\$3,228.03	\$2,175.19
CHARITABLE CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$0.00
NON-DEDUCTIBLE EXP	\$0.00	\$0.00	\$0.00	\$0.00
IL UNIVERSAL SERVICE FUND	\$0.00	\$0.00	\$15,600.00	\$0.00
DEPRECIATION	\$5,200.00	\$0.00	\$0.00	\$0.00
AMORTIZATION EXP	\$0.00	\$0.00	\$0.00	\$0.00
STATE INCOME TAX	\$1,250.00	\$1,475.00	\$3,750.00	\$4,425.00
INTEREST	\$500.69	\$0.00	\$1,711.17	\$0.00
CLEARING ACCOUNT	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENSES	\$245,095.01	\$166,918.85	\$625,546.90	\$418,604.87
	17.91%	12.20%	15.37%	9.29%

NET INCOME	MARCH 2009	MARCH 2008	2009 YEAR TO DATE	2008 YEAR TO DATE
	(\$136,684.67)	\$125,355.45	(\$166,489.34)	\$372,993.11
	-9.99%	9.16%	-4.09%	8.27%

ACCESS2GO, INC.  
BALANCE SHEET  
MARCH 31, 2009

ASSETS

CURRENT ASSETS

MERRIL LYNCH CHECKING	\$32,565.15
PETTY CASH	\$1,500.00
TAX ESCROW ACCOUNT	\$117,794.39
ACCOUNTS RECEIVABLE	\$1,922,558.14
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(\$235,816.88)
ACCOUNTS RECEIVABLE - OFFICERS	\$110.84
NOTES RECEIVABLE	<u>\$18,171.47</u>

TOTAL CURRENT ASSETS	\$1,856,883.11
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PROPERTY & EQUIPMENT

LEASEHOLD IMPROVEMENTS	\$5,056.00
AUTOMOBILES	\$125,831.76
OFFICE FURNITURE	\$21,853.30
COMPUTERS & EQUIPMENT	\$157,822.96
ACCUMULATED DEPRECIATION	<u>(\$156,655.91)</u>

TOTAL PROPERTY & EQUIPMENT	\$153,908.11
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OTHER ASSETS

ORGANIZATION COSTS	\$2,432.00
SOFTWARE DEVELOPMENT	\$68,411.20
ACCUMULATED AMORTIZATION	(\$2,432.00)
PREPAID EXPENSE	<u>\$4,837.50</u>

TOTAL OTHER ASSETS	<u>\$73,248.70</u>
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TOTAL ASSETS	<u><u>\$2,084,039.92</u></u>
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LIABILITIES

CURRENT LIABILITIES

ACCOUNTS PAYABLE	\$211,046.88
COMMISSIONS PAYABLE	\$90,595.76
CREDIT CARD PAYABLE	\$149,270.20
ADVANCE PAYMENTS	\$13,117.63
LOAN PAYABLE - MORTON COMMUNITY	\$62,056.53
LOAN PAYABLE - AUDI FINANCIAL	\$42,717.40
REGULATORY TAXES	\$272,104.32
FICA PAYABLE	\$14,157.48
FEDERAL WITHHOLDING PAYABLE	\$31,314.76
STATE WITHHOLDING PAYABLE	\$4,226.49
FEDERAL UNEMPLOYMENT PAYABLE	\$1,166.57
STATE UNEMPLOYMENT PAYABLE	\$777.29
STATE INCOME TAX PAYABLE	\$10,740.55
DEFERRED REVENUE	<u>\$1,294,539.34</u>

TOTAL CURRENT LIABILITIES		\$2,197,831.20
LONG-TERM LIABILITIES		<u>\$0.00</u>
TOTAL LIABILITIES		\$2,197,831.20
CAPITAL		
COMMON STOCK	\$353,800.00	
TREASURY STOCK	(\$83,705.45)	
RETAINED EARNINGS	(\$217,396.49)	
DIVIDENDS PAID	\$0.00	
NET INCOME	<u>(\$166,489.34)</u>	
TOTAL CAPITAL		<u>(\$113,791.28)</u>
TOTAL LIABILITIES & CAPITAL		<u><u>\$2,084,039.92</u></u>

ACCESS2GO, INC.  
CASH FLOW STATEMENT  
FOR THREE MONTHS ENDING MARCH 31, 2009

	CURRENT MONTH	YEAR TO DATE
NET INCOME	(\$136,684.67)	(\$166,489.34)
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED:		
ACCOUNTS RECEIVABLE	\$44,654.39	\$76,409.87
ALLOWANCE FOR DOUBTFUL ACCTS	\$33,805.83	\$85,816.88
ACCOUNTS RECEIVABLE - OFFICERS	\$1,396.56	\$279.21
NOTES RECEIVABLE	(\$47.98)	\$350.69
ACCOUNTS PAYABLE	\$2,217.40	(\$5,944.44)
COMMISSIONS PAYABLE	(\$3,813.34)	(\$14,534.16)
CREDIT CARD PAYABLE	\$52,747.62	\$144,630.64
ADVANCE PAYMENTS	\$350.63	\$350.63
LOAN PAYABLE - MORTON COMM	(\$1,170.28)	(\$3,498.75)
LOAN PAYABLE - AUDI FINANCIAL	(\$968.59)	(\$3,851.37)
REGULATORY TAXES	(\$26,678.27)	(\$65,964.34)
FICA	(\$9,232.80)	\$6,043.16
FEDERAL WITHHOLDING	(\$9,096.02)	(\$5,170.74)
STATE WITHHOLDING	(\$66.73)	\$910.22
FEDERAL UNEMPLOYMENT	\$233.79	\$1,002.23
STATE UNEMPLOYMENT	\$188.93	\$489.02
STATE INCOME TAX	(\$2,486.00)	\$14.00
DEFERRED REVENUE	(\$53,591.03)	(\$40,059.25)
TOTAL ADJUSTMENTS	<u>\$28,444.11</u>	<u>\$177,273.50</u>
NET CASH PROVIDED BY OPERATIONS	<u>(\$108,240.56)</u>	<u>\$10,784.16</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
PROCEEDS FROM OR (USED FOR):		
OFFICE FURNITURE	\$0.00	\$0.00
COMPUTERS & EQUIPMENT	(\$6,848.69)	(\$6,848.69)
ACCUMULATED DEPRECIATION	\$5,200.00	\$15,600.00
PREPAID EXPENSES	<u>\$1,997.50</u>	<u>\$845.50</u>
NET CASH USED FOR INVESTING	<u>\$348.81</u>	<u>\$9,596.81</u>
NET INCREASE (DECREASE) IN CASH	<u>(\$107,891.75)</u>	<u>\$20,380.97</u>
SUMMARY		
CASH BALANCE AT END OF PERIOD	\$151,859.54	\$151,859.54
CASH BALANCE AT BEGINNING OF PERIOD	<u>(\$259,751.29)</u>	<u>(\$131,478.57)</u>
NET INCREASE (DECREASE) IN CASH	<u>(\$107,891.75)</u>	<u>\$20,380.97</u>

ACCESS2GO, INC.  
BALANCE SHEET  
FEBRUARY 28, 2007

ASSETS

CURRENT ASSETS

HERITAGE BANK CHECKING	\$250,165.89
ACCOUNTS RECEIVABLE	\$549,818.34
ACCOUNTS RECEIVABLE - XTENSION	\$0.00
ACCOUNTS RECEIVABLE - OFFICERS	\$2,967.62
NOTES RECEIVABLE	<u>\$10,479.83</u>

TOTAL CURRENT ASSETS \$813,431.68

PROPERTY & EQUIPMENT

OFFICE FURNITURE	\$13,572.63
COMPUTERS & EQUIPMENT	\$68,960.99
ACCUMULATED DEPRECIATION	<u>(\$71,845.66)</u>

TOTAL PROPERTY & EQUIPMENT \$10,687.96

OTHER ASSETS

ORGANIZATION COSTS	\$2,432.00
ACCUMULATED AMORTIZATION	<u>(\$2,188.80)</u>
PREPAID EXPENSE	<u>\$0.00</u>

TOTAL OTHER ASSETS \$243.20

TOTAL ASSETS \$824,362.84

LIABILITIES

CURRENT LIABILITIES

ACCOUNTS PAYABLE	\$33,043.32
COMMISSIONS PAYABLE	\$64,591.08
REGULATORY TAXES	\$212,771.79
OTHER EMPLOYEE WITHHOLDING	\$0.00
FICA PAYABLE	\$0.00
FEDERAL WITHHOLDING PAYABLE	\$0.00
IL WITHHOLDING PAYABLE	\$0.00
FEDERAL UNEMPLOYMENT PAYABLE	\$394.25
STATE UNEMPLOYMENT PAYABLE	\$701.42
STATE INCOME TAX PAYABLE	<u>\$15,000.00</u>

TOTAL CURRENT LIABILITIES \$326,501.86

LONG-TERM LIABILITIES

TOTAL LIABILITIES \$0.00  
\$326,501.86

CAPITAL

COMMON STOCK	\$353,800.00
TREASURY STOCK	<u>(\$83,705.45)</u>
RETAINED EARNINGS	\$177,959.66
DIVIDENDS PAID	<u>(\$95,000.00)</u>
NET INCOME	<u>\$144,806.77</u>

TOTAL CAPITAL \$497,860.98

TOTAL LIABILITIES & CAPITAL \$824,362.84



	FEBRUARY 2007	FEBRUARY 2006	2007 YEAR TO DATE	2006 YEAR TO DATE	2007 YEAR TO DATE	2006 YEAR TO DATE
PENSES						
SALARIES	\$63,790.54	\$49,122.10	\$119,235.38	\$73,184.20	\$55,444.84	\$24,062.10
PAYROLL TAXES	\$5,294.09	\$4,448.24	\$10,217.14	\$6,746.21	\$4,923.05	\$2,297.97
CONTRACT LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OFFICE SUPPLIES	\$2,754.89	\$241.35	\$3,412.39	\$1,512.59	\$657.50	\$1,271.24
COPYING CHARGES	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00
RENT/LEASE - OFFICE	\$3,659.00	\$4,782.00	\$10,977.00	\$7,173.00	\$7,318.00	\$2,391.00
RENT/LEASE - EQUIPMENT	\$127.00	\$698.12	\$254.00	\$825.12	\$127.00	\$127.00
HEALTH INSURANCE	\$772.68	\$1,001.91	\$1,585.29	\$3,362.55	\$812.61	\$2,360.64
EMPLOYEE LIFE INSURANCE	\$67.00	\$0.00	\$167.50	\$0.00	\$100.50	\$0.00
GENERAL INSURANCE	\$0.00	\$322.00	\$0.00	\$322.00	\$0.00	\$0.00
LIFE INSURANCE PREMIUMS	\$3,046.23	\$0.00	\$3,046.23	\$0.00	\$0.00	\$0.00
UTILITIES	\$929.11	\$391.15	\$1,506.93	\$410.25	\$577.82	\$19.10
TELEPHONE	\$2,346.74	\$730.20	\$3,982.96	\$1,379.38	\$1,636.22	\$649.18
LOCAL ACCESS/CONNECTION	\$90.00	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00
MAINTENANCE & REPAIRS	\$1,294.00	\$140.00	\$1,613.00	\$2,640.00	\$319.00	\$2,500.00
AUTO EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DUES & SUBSCRIPTIONS	\$0.00	\$77.48	\$0.00	\$128.96	\$0.00	\$51.48
REGISTRATIONS & FILING FEES	\$80.52	\$0.00	\$80.52	\$0.00	\$0.00	\$0.00
ADVERTISING	\$3,984.21	\$63.00	\$3,984.21	\$63.00	\$0.00	\$0.00
OFFICE EXPENSE	\$0.00	\$0.00	\$300.00	\$0.00	\$300.00	\$0.00
BANK CHARGES	\$273.17	\$307.18	\$529.83	\$339.30	\$256.66	\$32.12
POSTAGE & SHIPPING	\$963.53	\$315.21	\$1,370.15	\$331.54	\$406.62	\$16.33
SOFTWARE LICENSE FEES	\$3,137.00	\$764.50	\$5,660.00	\$1,529.00	\$2,523.00	\$764.50
PROF/ACCOUNTING FEES	\$14,574.24	\$5,555.55	\$22,024.42	\$8,330.55	\$7,450.18	\$2,775.00
BILLING COMPANY FEES	\$5,724.06	\$10,292.01	\$11,440.74	\$10,292.01	\$5,716.68	\$0.00
NOC SERVICES	\$4,250.00	\$0.00	\$9,580.00	\$0.00	\$5,330.00	\$0.00
TRADESHOWS & CONVENTIONS	\$300.00	\$0.00	\$1,140.00	\$790.00	\$840.00	\$790.00
HOTELS	\$0.00	\$164.34	\$10.90	\$404.14	\$10.90	\$239.80
TRAVEL EXPENSES	\$0.00	\$0.00	\$1,031.20	\$1,220.79	\$1,031.20	\$1,220.79
REGULAR PROMOTION	\$170.21	\$501.45	\$271.28	\$835.14	\$101.07	\$333.69
MEALS & ENTERTAINMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CHARITABLE CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NON-DEDUCTIBLE EXP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IL UNIVERSAL SERVICE FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AMORTIZATION EXP	\$1,500.00	\$0.00	\$3,000.00	(\$13.47)	\$1,500.00	(\$13.47)
STATE INCOME TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLEARING ACCOUNT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENSES	\$120,128.22	\$79,917.79	\$217,511.07	\$121,806.26	\$97,382.85	\$41,888.47
NET INCOME	\$37,802.61	\$117,771.77	\$144,806.77	\$238,882.14	\$107,004.16	\$121,110.37

ACCESS2GO, INC. INCOME STATEMENT FOR TWO MONTHS ENDING FEBRUARY 28, 2007									
	FEBRUARY 2007	FEBRUARY 2006	2007 YEAR TO DATE	2006 YEAR TO DATE	2007 YEAR TO DATE	2006 YEAR TO DATE	2007 YEAR TO DATE	2006 YEAR TO DATE	2006 YEAR TO DATE
REVENUES									
COMMISSION INCOME	\$31,594.05	2.66%	\$36,972.27	3.90%	\$61,067.47	2.66%	\$61,140.20	3.41%	\$24,167.93
SALES INCOME	\$1,152,507.54	97.16%	\$903,383.54	95.25%	\$2,224,895.72	96.84%	\$1,717,030.54	95.90%	\$813,647.00
OTHER INCOME	\$0.00	0.00%	\$7,812.06	0.82%	\$135.19	0.01%	\$8,102.27	0.45%	\$290.21
INTEREST INCOME	\$2,065.12	0.17%	\$278.22	0.03%	\$11,402.13	0.50%	\$4,153.14	0.23%	\$3,874.92
TOTAL REVENUES	\$1,186,166.71	100.00%	\$948,446.09	100.00%	\$2,297,500.51	100.00%	\$1,790,426.15	100.00%	\$841,980.06
COST OF SALES									
COMMISSIONS PAID	\$223,367.24	18.83%	\$191,128.61	20.15%	\$450,007.93	19.59%	\$337,402.44	18.84%	\$146,273.83
CONTRACT LABOR	\$1,650.00	0.14%	\$0.00	0.00%	\$1,650.00	0.07%	\$0.00	0.00%	\$0.00
CIRCUITS	\$803,218.64	67.72%	\$558,776.98	58.91%	\$1,483,221.73	64.56%	\$1,090,404.31	60.90%	\$531,627.33
XTENSION BUYOUT	\$0.00	0.00%	\$850.94	0.09%	\$303.01	0.01%	\$1,931.00	0.11%	\$1,080.06
TOTAL COST OF SALES	\$1,028,235.88	86.69%	\$750,756.53	79.16%	\$1,935,182.67	84.23%	\$1,429,737.75	79.85%	\$678,981.22
GROSS PROFIT	\$157,930.83	13.31%	\$197,689.56	20.84%	\$362,317.84	15.77%	\$360,688.40	20.15%	\$162,998.84

## **Exhibit L**

### **Letter of Credit**



## IRREVOCABLE LETTER OF CREDIT

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

REFERENCE: Name of Company authorized by TRA: Access2Go, Inc.  
Company ID# as assigned by the TRA:  
Irrevocable Letter of Credit Number: 70543  
Effective Date: April 21, 2010  
Expiration Date: April 23, 2011

Sir/Madam:

You have requested of Morton Community Bank (the "Lender") that we establish an irrevocable letter of credit which will remain available on behalf of Access2Go (the "Company") who has applied to the Tennessee Regulatory Authority (the "TRA") for authority to provide telecommunications services in the state of Tennessee. The purpose of this letter of credit is to secure payment of any monetary sanction imposed against the Company, its representatives, successors or assigns, in my enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA.

We hereby establish and issue, in favor of the TRA, an irrevocable letter of credit in the amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America. The TRA may draw upon this letter of credit, at any time and from time to time, by delivering a Letter of Credit Notice, substantially in the form set forth below (a "Notice"), which Notice shall specify the amount (the "Draw Amount") to be drawn and the bank account (the "Bank Account") to which the Draw Amount should be delivered and shall be signed by an official designated and duly authorized by the TRA, to Lender at the address below, or to such other address as the Lender shall notify the TRA in writing by certified mail. Promptly after the delivery of each Notice, the Lender hereby covenants and agrees to deliver, by wire transfer of immediately available funds, the Draw Amount to the Bank Account.

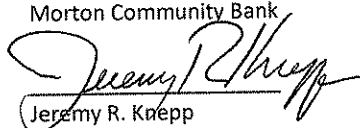
This letter of credit shall be deemed automatically renewed without amendment for successive one-year periods and may be canceled by the Lender by giving thirty (30) days advanced written notice by certified mail of such cancellation to the TRA and the Company, it being understood that the Lender shall not be relieved of liability that may have accrued under this letter of credit prior to the date of cancellation.

The Lender hereby represents and warrants that it is qualified and authorized to issue this letter of credit and is a bank designated by the Treasurer of the State of Tennessee as an authorized depository bank for the deposit of state funds.

Except as otherwise expressly stated, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision) International Chamber of Commerce Publication No. 500, or any revisions thereto.

Yours very Truly,

Morton Community Bank

  
Jeremy R. Knepp  
Vice President

721 W. Jackson  
Morton, IL 61550

MAIN OFFICE • MORTON COMMUNITY BANK • 721 W. JACKSON • BOX 104 • MORTON, ILLINOIS 61550 • 309-266-5337

MORTON COMMUNITY BANK  
MCB-ON-MAIN  
1301 S. MAIN  
MORTON, ILLINOIS 61550

FONDULAC BANKING CENTER  
A DIVISION OF MORTON COMMUNITY BANK  
2400 E. WASHINGTON  
EAST PEORIA, ILLINOIS 61611

FONDULAC EXPRESS  
A DIVISION OF MORTON COMMUNITY BANK  
252 E. WASHINGTON  
EAST PEORIA, ILLINOIS 61611

MINIER BANKING CENTER  
A DIVISION OF MORTON COMMUNITY BANK  
701 N. MINIER AVENUE, BOX 828  
MINIER, ILLINOIS 61759

FONDULAC BANKING CENTER-SUNNYLAND  
A DIVISION OF MORTON COMMUNITY BANK  
2301 WASHINGTON ROAD  
WASHINGTON, ILLINOIS 61571

EUREKA COMMUNITY BANK  
A DIVISION OF MORTON COMMUNITY BANK  
205 SOUTH MAIN STREET  
EUREKA, ILLINOIS 61530



#### APPROVAL AND ENDORSEMENT

This is to certify that I have examined the foregoing letter of credit and found the same to be sufficient and in conformity to law and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Name:

Title:

#### FORM OF LETTER OF CREDIT NOTICE

Morton Community Bank  
721 W. Jackson  
Morton, IL 61550

Re: Irrevocable Letter of Credit No. **70543**

Dear Sir or Madam:

You are hereby notified, and the undersigned hereby certifies, that the undersigned is an official designated and duly authorized by the TRA to deliver this notice and that a monetary sanction in the amount of \$20,000.00 (the "Draw Amount") has been imposed against Access2Go, Inc. its representatives, successors or assigns, in an enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA.

Pursuant to that certain Irrevocable Letter of Credit referenced above, we hereby request that you deliver payment of the Draw Amount to the bank account listed below by wire transfer of immediately available funds:

Name of Bank Account: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
ABA Routing Number: \_\_\_\_\_  
Reference: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

Please confirm receipt of this Notice and the Federal Reserve wire confirmation number of the delivery of the Draw Amount by sending a facsimile to the person at the number listed above.

Sincerely,

**TENNESSEE REGULATORY AUTHORITY**

\_\_\_\_\_  
Name:

Title:

MAIN OFFICE • MORTON COMMUNITY BANK • 721 W. JACKSON • BOX 104 • MORTON, ILLINOIS 61550 • 309-266-5337

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EUREKA, ILLINOIS 61530

## EXHIBIT M

# **ACCESS2GO, INC.**

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

Pursuant to T.C.A. §65-5-212, as amended, ACCESS2GO, Inc. ("ACCESS2GO") 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 resell interexchange 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.

ACCESS2GO will endeavor to provide opportunities for small and minority-owned telecommunications business to compete for contracts and subcontracts for goods and services.

As part of its procurement process, ACCESS2GO will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to ACCESS2GO of such opportunities. ACCESS2GO'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, ACCESS2GO 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 the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

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

## III. ADMINISTRATION

ACCESS2GO's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting ACCESS2GO's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Kevin Morgan, President  
ACCESS2GO, INC.  
4700 N. Prospect Road  
Peoria Heights, IL 61616  
Ph. (773) 935-8576  
Fx. (708) 570-3480  
E-Mail: [kmorgan@acc2go.com](mailto:kmorgan@acc2go.com)

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within CLECI 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

ACCESS2GO will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, ACCESS2GO will maintain records of educational training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

ACCESS2GO will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, ACCESS2GO will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

ACCESS2GO, INC.

By:

  
Kevin Morgan, President

Dated: 7-12-10