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September 9, 2010

VIA OVERNIGHT MAIL

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

filed electronically in docket office on 09/09/10

Docket no. 10-00187

Re: Aegis Telecom, Inc.

Dear Ms. Dillon:

Enclosed please find for filing an original and four (4) copies of Aegis Telecom, Inc.' Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Exchange and Interexchange Telecommunications Services in Tennessee. I have also enclosed a check in the amount of \$25.00 payable to the "Tennessee Regulatory Authority" for the filing fee. This filing has also been sent via e-mail to sharla.dillon@state.tn.us on September 9, 2010.

APPLICANT HAS ALSO ENCLOSED ONE COPY OF ITS FINANCIAL INFORMATION IN A SEPARATE ENVELOPE AND HEREBY RESPECTFULLY REQUESTS CONFIDENTIAL TREATMENT OF THE ENCLOSED FINANCIAL INFORMATION THAT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION. APPLICANT EXPECTS THAT THIS INFORMATION WILL BE RESTRICTED TO COUNSEL, AGENTS AND EMPLOYEES WHO ARE SPECIFICALLY ASSIGNED TO THIS APPLICATION BY THE COMMISSION.

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

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Aegis Telecom, Inc.

Enclosures

cc: Robert Clark (w/enc)

**STATE OF TENNESSEE
BEFORE THE TENNESSEE REGULATORY AUTHORITY**

In re:)	
)	
Application of)	
Aegis Telecom, Inc.)	
)	
For a Certificate of Public)	DOCKET NO.
Convenience and Necessity to)	
Provide Competing)	
Local Exchange and Interexchange)	
Telecommunications Services)	

**APPLICATION OF AEGIS TELECOM, INC. FOR AUTHORITY
TO PROVIDE COMPETING LOCAL EXCHANGE & INTEREXCHANGE SERVICE**

Aegis Telecom, Inc. ("Aegis" or "Applicant"), pursuant to T.C.A. §§ 65-2-103, 65-2-102 and 65-4-201; Section 253 of the Federal Telecommunications Act of 1996; and Section 1220-4-8-.04 of the Rules of the Tennessee Regulatory Authority, Division of Public Utilities, respectfully submits this Application for Authority to Provide Competing Local Exchange and Interexchange Telecommunications Services within the State of Tennessee.

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

In support of its Application, Aegis submits the following:

I. Introduction

1. The full name and address of the Applicant are:
Aegis Telecom, Inc.
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

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

Officer

Robert Clark

Directors

Robert Clark

The above-named individuals can be reached at:
Aegis Telecom, Inc.
5800 Central Avenue Pike #2805,
Knoxville, Tennessee 37912
Telephone: (865) 474-1489

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

Robert Clark, President
Aegis Telecom, Inc.
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912
(865) 474-1489

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

Robert Clark, President
Aegis Telecom, Inc.
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912
(865) 474-1489
(800) 930-4489 (toll-free customer service)

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

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

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

- a. Exhibit A - Aegis's Articles of Incorporation filed with the Secretary of State for the State of Tennessee and Bylaws;
- b. Exhibit B - Not applicable, Applicant is Incorporated in the State of Tennessee;
- c. Exhibit C - Aegis's Bank statements from July and August 2010 and Profit and Loss Forecast for year beginning January 2012, which are being filed in a separate sealed envelope as "Confidential"
- d. Exhibit D - Biographies of selected Aegis management.
- e. Exhibit E - Corporate Organization Chart
- f. Exhibit F - IntraLATA Presubscription Implementation Plan
- g. Exhibit G - Small and Minority-Owned Telecommunications Business Participation Plan
- h. Exhibit H - Pre-Filed Testimony
- i. Exhibit I - Numbering Issues & Tennessee Specific Operational Issues
- j. Exhibit J - Bond or Letter of Credit
- k. Exhibit K - Tariffs

II. Description of the Applicant

1. General Information

Applicant is a Tennessee Corporation, which was formed on July 23, 2009. The company is headquartered at 5800 Central Avenue Pike #2805, Knoxville, Tennessee 37912. The company is authorized to transact business in the State of Tennessee.

2. Customer Service

Applicant's customer service department may be contacted via a toll-free number, (800) 930-4489, or a local number. The Company will maintain a Customer Service Department exclusively for Customer's questions, requests for service, complaints and trouble handling. The Company's Customer Service address and toll free number(s) will be printed on the Customer's bill. The Customer Service Department will be located at 5800 Central Avenue Pike #2805, Knoxville, Tennessee 37912.

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

Complaint Procedures-The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer.

If the Company finds its actions to be consistent with its Tariff, the Company will inform the Customer of its no fault finding and require full payment of any outstanding balance due. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Tennessee Regulatory Authority for determination.

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

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

1. Financial Qualifications

Aegis is financially able to provide the services proposed in its tariff as evidenced by its Bank statements from July and August 2010 and Profit and Loss Forecast for year beginning January 2012.

2. Managerial Qualifications

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

3. Technical Qualifications and Proposed Service Area

Applicant's key management personnel have significant business and telecommunications experience. Applicant is currently authorized to provide local exchange and interexchange services in Alabama. Applicant has not been denied authority for any of the services for which it seeks authority in this Application. Applicant is not currently providing service in any state. No formal complaints have been filed against Applicant or any of its affiliates by any state or federal agency.

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

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

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

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

Granting Aegis's Application is consistent with the public interest, and, in that regard Applicant makes the following representations to the Tennessee Regulatory Authority:

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

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

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

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

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

V. Description of Services Offered

Aegis expects to offer a full array of local exchange and interexchange services, and hereby requests authority to provide the following services:

Interexchange (switched and dedicated services):

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

Local Exchange:

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

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

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

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

VI. Waivers and Regulatory Compliance

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

1. Financial Record-Keeping System

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

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

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

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

2. Local Exchange Directories

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

VII. Regulatory Obligations

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

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

Applicant shall also:

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

VIII. Conclusion

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

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

Respectfully submitted,
Aegis Telecom, Inc.

Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1720 Windward Concourse, Suite 115
Alpharetta, Georgia 30005
Telephone: (770) 232-9200
Facsimile: (770) 232-9208
E-mail: lsteinhart@telecomcounsel.com
Attorney for Applicant

September 9, 2010
Alpharetta, Georgia

VERIFICATION OF APPLICANT

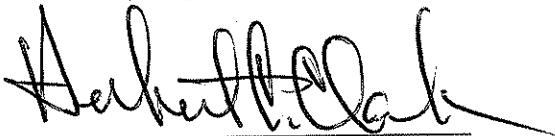
I, Robert Clark, Robert Clark of Aegis Telecom, Inc., a Tennessee Corporation, the applicant for a Certificate of Public Convenience and Necessity from the Tennessee Regulatory Authority, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.



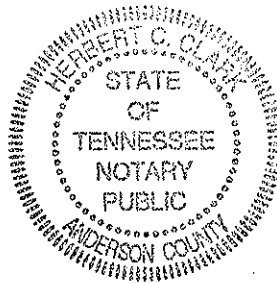
Robert Clark
President
Aegis Telecom, Inc.

Sworn to me, the undersigned
Notary Public on this
30th day of August, 2010.

State of Tennessee
County of Knox



Notary Public



**MY COMMISSION EXPIRES:
OCTOBER 22, 2012**

EXHIBIT "A"
ARTICLE OF INCORPORATION & BYLAWS

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

STATE OF TENNESSEE

CHARTER OF

AEGIS TELECOM, INC.

23
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TRE HARGETT
SECRETARY OF STATE

The undersigned person, a lawful citizen of the United States of America having the capacity to contract and acting as the incorporator of a profit corporation under the Tennessee Business Corporation Act, adopts the following charter provisions:

1. The name of the corporation is: Aegis Telecom, Inc.
2. The duration of the corporation is perpetual.
3. The name of the corporation's initial registered agent is Robert Clark. The street address of the corporation's initial registered office is 5800 Central Avenue Pike, #2805, Knoxville, Tennessee 37912, which office is located in Knox County.
4. The name and address of the incorporator is: Margo J. Maxwell, Esq., Bernstein, Stair & McAdams LLP, 4823 Old Kingston Pike, Suite 300, Knoxville, Tennessee 37919.
5. The street address of the principal office of the corporation is 5800 Central Avenue Pike, #2805, Knoxville, Tennessee 37912.
6. The corporation is for profit.
7. The purpose for which the corporation is organized is to engage in any lawful business.
8. The corporation shall have all powers now or hereafter granted by the Tennessee Business Corporation Act, including without limitation all powers set forth in Tennessee Code Annotated Section 48-13-102, as it now exists or as hereafter amended.
9. The maximum number of shares of stock which this corporation shall have the authority to issue is two thousand (2,000) common shares, having no par value.
10. The common stock shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution.
11. The corporation elects to have preemptive rights.
12. No director shall have personal liability to the corporation or its shareholders for monetary damages for breach of his fiduciary duty as a director, and any such

Knox County Page: 1 of 2
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personal liability is hereby eliminated; provided, however, that the personal liability of a director is not eliminated or limited:

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(a) For any breach of the director's duty of loyalty to the corporation or its shareholders;

THE HARGETT
SECRETARY OF STATE

(b) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; or

(c) Under Tennessee Code Annotated Section 48-18-304.

13. The corporation shall hold harmless and indemnify officers and directors, whether or not then in office, and their respective executors, administrators and heirs from and against any and all claims, demands, expenses (including attorneys' fees), judgments, fines, amounts paid in settlement, and any other costs with respect to any demand, threat, suit or proceeding, whether civil or criminal, arising with respect to such person's previous, present or future service as an officer or director of the corporation to the maximum extent permitted by law.

14. The corporation shall pay for or reimburse all reasonable expenses incurred by an officer or director of the corporation in advance of the final disposition of the proceeding to the maximum extent permitted by law.

This 22nd day of July, 2009.

Margo J. Maxwell
Margo J. Maxwell, Incorporator

6574.1152



BYLAWS
OF
AEGIS TELECOM, INC.

ARTICLE I.

NAME AND PRINCIPAL OFFICE

Section 1. NAME. The name of this corporation is Aegis Telecom, Inc.

Section 2. PRINCIPAL OFFICE. The principal office of this corporation shall be 5800 Central Avenue Pike, #2805, Knoxville, Knox County, Tennessee or any other place in Tennessee designated by the Board of Directors.

ARTICLE II.

SEAL AND FISCAL YEAR

Section 1. SEAL. The corporation hereby adopts a corporate seal to be used where appropriate in corporate transactions. The signature of the name of the corporation by a duly authorized officer shall be legal and binding, whether or not in conjunction with the seal.

Section 2. FISCAL YEAR. The fiscal year of this corporation shall be designated by the Board of Directors.

ARTICLE III.

SHAREHOLDERS' MEETINGS

Section 1. PLACE OF MEETINGS. Meetings of the shareholders shall be held at the principal office or at any other place which the Board of Directors or shareholders may from time to time select. Shareholders may participate in a regular meeting or special meeting by, or conduct a meeting through the use of, any telephonic or other means of communication by which all shareholders participating may simultaneously hear each other during the meeting. A shareholder who participates in a meeting by this means is deemed to be present in person at the meeting.

Section 2. ANNUAL MEETING. An annual meeting of the shareholders shall be held on the third Wednesday of the third month following the end of the fiscal year, if not a legal holiday, and, if a legal holiday, then on the next secular day following that, at

10:00 a.m., when the shareholders shall meet and elect a Board of Directors and transact any other business. Alternatively, the annual meeting may be held at such other reasonable and proximate date and time as the Board of Directors may authorize or as the shareholders may agree.

Section 3. SPECIAL MEETINGS. Special meetings of the shareholders may be called by the president, by the majority of the Board of Directors, or by the holders of 25 percent or more of the shares outstanding.

Section 4. NOTICE OF MEETING. A written or printed notice of each shareholders' meeting stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting shall be given by the secretary, or by the person authorized to call the meeting, to each shareholder of record entitled to vote at the meeting. This notice shall be delivered in person or sent at least ten (10) days before the date named for the meeting by United States mail, postage prepaid, or by private carrier, telegraph, teletype, facsimile transmission, or other wireless communication, charges prepaid, to the address of each shareholder appearing on the books.

Section 5. WAIVER OF NOTICE. A shareholder, either before or after a shareholders' meeting, may waive notice of the meeting, and his waiver shall be deemed the equivalent of giving notice. Attendance at a shareholders' meeting, either in person or by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he attends for the express purpose of objecting to the transaction of business on the ground that the meeting was not lawfully called or convened.

Section 6. VOTING RIGHTS. Each holder of common stock shall be entitled to one vote per each share standing in his name on the books of the corporation; but transferees of shares that are transferred on the books within twelve (12) days next preceding the date set for a meeting shall not be entitled to notice of, or to vote at, the meeting.

Section 7. PROXIES. A shareholder entitled to vote may vote in person or by proxy executed in writing by the shareholder or by his attorney-in-fact. A proxy shall not be valid after eleven (11) months from the date of its execution unless a longer period is expressly stated in it. A shareholder may authorize another person or persons to act for the shareholder as proxy by transmitting or authorizing the transmission of a telegram, cablegram, facsimile or other means of electronic transmission to the person who will be the holder of the proxy, provided that any such telegram, cablegram, facsimile or other means of electronic transmission shall either set forth or be submitted with information from which it can be determined that the telegram, cablegram, facsimile or other electronic transmission was authorized by the shareholder.

Section 8. QUORUM AND VOTING. The presence, in person or by proxy of the holders of the majority of the common shares outstanding and entitled to vote shall constitute a quorum at meetings of shareholders. At a duly organized meeting,

shareholders present can continue to do business until adjournment even though enough shareholders withdraw to leave less than a quorum. If a quorum is present, the acts of the holders of the majority of the total shares outstanding and entitled to vote shall be the acts of the shareholders.

Section 9. **ADJOURNMENTS.** Any meeting of shareholders may be adjourned. Notice of the adjourned meeting or of the business to be transacted there, other than by announcement at the meeting at which the adjournment is taken, shall not be necessary. At an adjourned meeting at which a quorum is present or represented any business may be transacted which could have been transacted at the meeting originally called.

Section 10. **INFORMAL ACTION BY SHAREHOLDERS.** Any action that may be taken at a meeting of shareholders may be taken without a meeting if the holders of a majority of the total shares outstanding and entitled to vote on the action consent in writing to the action. This consent shall have the same effect as a vote of the holders of the majority of the total shares outstanding and entitled to vote at a shareholders' meeting.

ARTICLE IV.

THE BOARD OF DIRECTORS

Section 1. **NUMBER, QUALIFICATIONS, AND TERM OF OFFICE.** The business and affairs of the corporation shall be managed by a Board of Directors of not less than one (1) or more than seven (7), none of whom need hold shares in this corporation. The number of Directors shall be set at each annual meeting of the shareholders at which Directors are elected.

Section 2. **VACANCIES.** Vacancies on the Board of Directors shall be filled by a majority of the remaining members of the Board, though less than a quorum. Each Director so selected shall serve until his resignation or until his successor is elected by the shareholders at the next annual meeting or at a special meeting earlier called for that purpose. The other members of the Board of Directors may declare vacant the office of a Director who is convicted of a felony or who is declared of unsound mind by an order of court.

Section 3. **COMPENSATION.** Directors shall not receive a salary for their services as Directors, except as specifically authorized by the shareholders; but by resolution of the Board, a fixed sum and expenses of attendance may be allowed for attendance at each meeting of the Board. A Director may serve the corporation in a capacity other than that of Director and receive compensation for the services rendered in that other capacity.

Section 4. REMOVAL. At a meeting of shareholders called for that purpose, the entire Board of Directors or any individual Director may be removed from office without assignment of cause by the vote of at least two-thirds (2/3) of the shares entitled to vote at an election of Directors.

ARTICLE V.

MEETINGS OF THE BOARD

Section 1. PLACE OF MEETINGS. The meetings of the Board may be held at the principal office or at any place that a majority of the Board of Directors may by resolution designate. Directors may participate in a regular meeting or special meeting by, or conduct a meeting through the use of, any telephonic or other means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 2. ANNUAL MEETING. The Board of Directors shall meet each year immediately after the annual meeting of the shareholders at the place that meeting has been held, to elect officers and consider other business.

Section 3. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called at any time by the Chairman or Secretary or by any two members of the Board.

Section 4. NOTICE OF MEETING. Notice of the annual meetings of the Board of Directors need not be given. Written notice of each special meeting, setting forth the time and place of the meeting shall be given to each Director at least twenty-four (24) hours before the meeting. This notice may be delivered in person or sent at least ten (10) days before the date named for the meeting by United States mail, postage prepaid, or by private carrier, telegraph, teletype, facsimile transmission, or other wireless communication, charges prepaid, to the address of each Director appearing on the books.

Section 5. WAIVER OF NOTICE. A Director may waive in writing notice of any meeting of the Board of Directors either before or after the meeting, and his waiver shall be deemed the equivalent of giving notice. Attendance of a Director at a meeting shall constitute waiver of notice of that meeting unless he attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

Section 6. QUORUM AND VOTING. At meetings of the Board of Directors a majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business. If a quorum is present, the acts of the majority of the Directors in attendance shall be the acts of the Board.

Section 7. ADJOURNMENT. A meeting of the Board of Directors may be adjourned. Notice of the adjourned meeting or of the business to be transacted there, other than by announcement at the meeting at which the adjournment is taken, shall not be necessary. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

Section 8. INFORMAL ACTION. If all the Directors severally or collectively consent in writing to any action taken or to be taken by the corporation, the action shall be as valid as though it had been authorized at a meeting of the Board.

ARTICLE VI.

OFFICERS, AGENTS, AND EMPLOYEES

Section 1. OFFICERS. The executive officers of the corporation shall be chosen by the Board of Directors and shall consist of a president, secretary and treasurer. Other officers, assistant officers, agents, and employees that the Board of Directors from time to time may deem necessary may be elected by the Board or be appointed in a manner prescribed by the Board.

Two or more offices may be held by the same person, and the sole shareholder may hold the office of president and secretary under the provisions of Tenn. Code Ann. § 18-18-401. Officers shall hold office until their successors are chosen and have qualified, unless they are sooner removed from office as provided in these Bylaws.

Section 2. VACANCIES. When a vacancy occurs in one of the executive offices by death, resignation, or otherwise, it shall be filled by the Board of Directors. The officer so selected shall hold office until his successor is chosen and qualified.

Section 3. SALARIES. The Board of Directors shall fix the salaries of the officers, agents, and employees.

Section 4. REMOVAL OF OFFICERS AND AGENTS. An officer or agent may be removed by a majority vote of the Board of Directors whenever in their judgment the best interests of the corporation will be served by the removal. The removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5. PRESIDENT: POWERS AND DUTIES. The President shall, when present, preside over and serve as chair of all meetings of the shareholders and the Board of Directors and shall schedule such meetings as may be in the best interest of the corporation. The President shall organize, and present the business of the corporation at all meetings. Annually, the President shall present at a meeting of the Board of Directors the membership report on the business of the corporation for the preceding year and the business of the corporation scheduled or contemplated for the

coming year. The President shall also perform such other duties as the Board of Directors may from time to time prescribe.

Section 6. **TREASURER: POWERS AND DUTIES.** The treasurer shall have custody of corporate funds and securities of the corporation. He shall keep full and accurate accounts of receipts and disbursements and shall deposit all corporate monies and other valuable effects in the name and to the credit of the corporation in a depository or depositories designated by the Board of Directors. He shall disburse funds and shall render to the president or the Board of Directors, whenever they may require it, an account of his transactions as treasurer and of the financial condition of the corporation.

Section 7. **SECRETARY: POWERS AND DUTIES.** The secretary shall attend all meetings of the Directors and of the shareholders and shall keep or cause to be kept a true and complete record of the proceedings of those meetings. He shall give, or cause to be given, notice of all meetings of the Directors and the shareholders and shall perform whatever additional duties the Board of Directors and the president may from time to time prescribe. The secretary shall authenticate records of the corporation.

Section 8. **DELEGATION OF DUTIES.** Whenever an officer is absent or whenever for any reason the Board of Directors may deem it desirable, the Board may delegate the powers and duties of an office or officers to any Director or Directors.

ARTICLE VII.

SHARE CERTIFICATES AND THE TRANSFER OF SHARES

Section 1. **SHARE CERTIFICATES.** The share certificates shall be in a form approved by the Board of Directors. Each certificate shall be signed by the president and the secretary.

Section 2. **REGISTERED SHAREHOLDERS.** The corporation shall be entitled to treat the holder of record of shares as the holder in fact, and, except as otherwise provided by the laws of the State of Tennessee, shall not be bound to recognize any equitable or other claim to or interest in the shares.

Section 3. **TRANSFER OF SHARES.** Shares shall only be transferred on the books upon the surrender of the share certificates duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer. In that event, the surrendered certificates shall be canceled, new certificates issued to the person entitled to them, and the transaction recorded on the books.

Section 4. **LOST CERTIFICATES.** The Board of Directors may direct a new certificate to be issued in place of a certificate alleged to have been destroyed or lost if the owner makes an affidavit that it is destroyed or lost. The Board, in its discretion,

may as a condition precedent to issuing the new certificate, require the owner to give a bond as indemnity against any claim that may be made against the corporation on the certificate allegedly destroyed or lost.

ARTICLE VIII.

SPECIAL ACTS

Section 1. EXECUTION OF WRITTEN INSTRUMENTS. Contracts, deeds, documents, and instruments shall be executed by officers designated by the Board of Directors.

Section 2. SIGNING OF CHECKS AND NOTES. Checks, notes, drafts and demands for money shall be signed by the officer or officers or employees from time to time designated by the Board of Directors.

Section 3. INDEMNIFICATION. Unless the Board of Directors otherwise specifically elects not to do so, the corporation shall hold harmless and indemnify officers and directors, whether or not then in office, and their respective executors, administrators, heirs, successors and assigns, from and against any and all claims, demands, expenses (including attorneys' fees), judgments, fines, amounts paid in settlement, and any other costs with respect to any threat, suit or proceeding, whether civil or criminal, arising with respect to such person's previous, present or future service as an officer or director of the corporation to the maximum extent permitted by law. However, the Board of Directors of the corporation, by resolution expressly so providing, may exclude any officer or director from any or all of the benefits of the preceding sentence. In addition, the Board of Directors may authorize or direct the corporation to hold harmless and indemnify such officers, directors, employees or agents of the corporation or of other corporations, partnerships, joint ventures, or enterprises as the Board of Directors deems appropriate.

ARTICLE IX.

AMENDMENTS

The power to amend or repeal the Bylaws or to adopt a new code of Bylaws is reserved to the shareholders, the affirmative vote of holders of not less than three-fourths (3/4) in number of the total number of shares issued and outstanding being necessary to exercise that power. However, a majority of the Board of Directors may adopt, amend, or repeal Bylaws; but such action by the Board of Directors may be repealed by the shareholders if three-fourths (3/4) of them fail to approve such action.

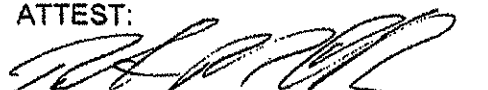
CERTIFICATION

The foregoing Bylaws were duly adopted on July 24, 2009.

AEGIS TELECOM, INC.

By: 
Robert Clark, President

ATTEST:


Robert Clark, Secretary

CERTIFICATION OF APPROVAL

OF ADOPTION OF BYLAWS

I, Robert Clark, do hereby certify that I am the President and Secretary of Aegis Telecom, Inc., and that on the ____ day of July, 2009, the sole shareholder and the Board of Directors approved the adoption of the foregoing Bylaws.


ROBERT CLARK, Secretary

EXHIBIT "B"
FOREIGN CORPORATION QUALIFICATION

Not applicable, Applicant is Incorporated in the State of Tennessee

EXHIBIT "C"
FINANCIAL INFORMATION

Filed in a separate sealed envelope as "Confidential"

EXHIBIT "D"
BIOGRAPHY INFORMATION

Robert N. Clark
5800 Central Avenue Pike #2805
Knoxville, TN 37921
(352) 425-8593

Objective

Executive-level position attained by ownership and management of a Competitive Local Exchange Carrier.

Strengths

- Project Management Team Building & Leadership
- Staffing & Budgeting Planning & Scheduling
- Resource Planning & Allocation Multi-Project Administration
- Process Improvement
- Call Center Management, Telephony, Computer Telephony Integration
- Service Delivery Systems and Quality Management
- Skilled in structured cabling to EIA/TIA industry standards
- Experienced in telephone and computer systems integration.
- Excellent troubleshooting and problem isolation in various types of networks.
- Experienced in setup and maintaining small business networks
- Knowledgeable with electronics testing equipment

Accomplishments

- **Samsung Certifications:** iDCS Basic Plus, iDCS Basic, iDCS Q-Sig, SPNet, ITP, OfficeServ 7000 series, OfficeServ Applications, OfficeServ Wireless, SVMi-E
- **Toshiba Certifications:** TCTS, TCTE-IP, Strategy(DOS,SES), Toshiba Video Communications Systems
- **Leviton Certifications:** Guide to Electrical Theory, Wiring Installer 1, Wiring Installer 2, Wiring Installer 3
- **CompTIA Certifications:** Net+

Experience

Technician
Raptor Technologies
Knoxville, TN

December 2008-Present

- Handled installations and troubleshooting of Toshiba and ESI voice networks.
- Planned and installed the structured cabling for these projects

Technician
Epic Technologies
Cookeville, TN

September 2007-November 2008

- Handled installations and troubleshooting of Samsung, Mitel, Vodavi, Nurse Call, Door Access, Paging, and Data networks.
- Planned and installed the structured cabling for these projects
- Verified Samsung sales proposals

Service Manager
High Tech Communications
Ocala, FL

October 2004-September 2007

- Handled installations and troubleshooting of Samsung Products.
- Installed and maintain computer networks (Server 2000, SBS 2003) for clients.
- Handled purchasing and receiving of computer and phone equipment.
- Office Manager including daily tasks of lead acquisition and office personnel.
- Director of sales to include implementing estimates and acquisition.
- Process management and project planning.

Owner
Ocala Computer Consulting, Inc.
Ocala, FL

November 1999-October 2004

- Installed and maintain clients' computer networks (NT Server, Server 2000).
- Handled purchasing and receiving of equipment.
- Presented proposals for network design and implementation.
- Developed business relationships with companies in the same industry.
- Developed a suite of Historical Picture and Video CD-ROM's.
- Developed basic business card web sites

Computer Technician
Auto Insurance World.
Ocala, FL

June 1999-November 1999

- Managed the computer networks (Peer-to-Peer, and Server 2000) for five locations in Central Florida.
- Included troubleshooting various software programs.
- Installation of new computer systems and equipment.
- Troubleshoot and isolate network problem that arose.
- Recommended various solutions to enhance the performance of the networks.

Education
Helena, MT

Helena College of Technology
A.S. Electronics Engineering

1998

References Available on request.

EXHIBIT "E"
CORPORATE ORGANIZATION CHART

Corporate Organizational Chart for Aegis Telecom, Inc.

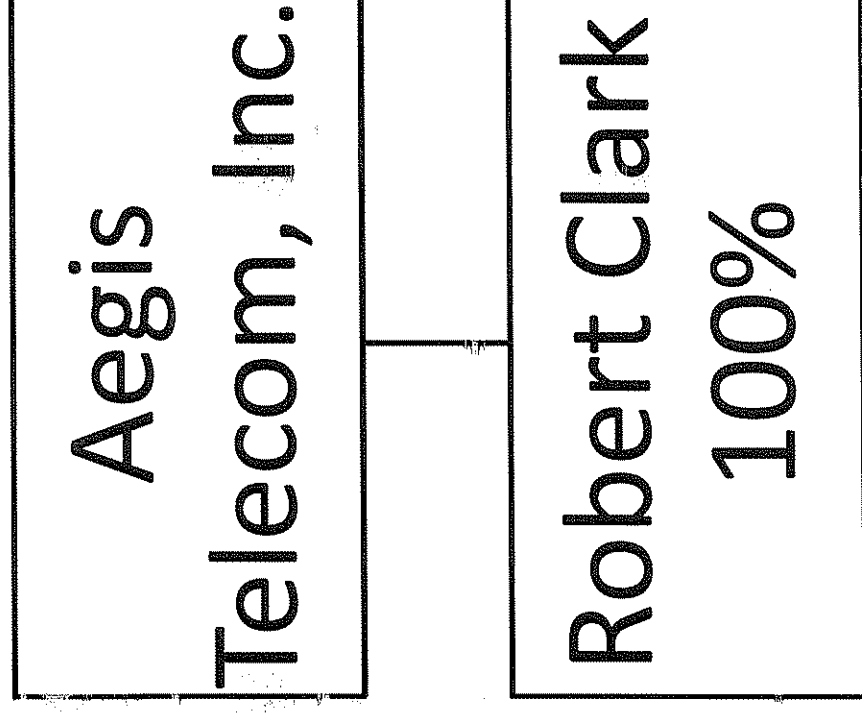


EXHIBIT “F”
INTRALATA PRESUBSCRIPTION IMPLEMENTATION PLAN

AEGIS TELECOM, INC. (Aegis)
IntraLATA Presubscription Implementation Plan

I. Purpose

The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls. Aegis proposes to implement intraLATA toll dialing parity from the date it receives authority to provide local exchange services in Tennessee and has entered into interconnection arrangements with the ILECs. Aegis proposes to provide toll dialing parity to the Chattanooga, Knoxville, Memphis and Nashville LATAs. Attached hereto are the exchange areas that Aegis proposes to provide intraLATA toll dialing parity.

II. Carrier Selection Procedures

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

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

New Customers

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

III. Customer Education/Notification

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

IV. Carrier Notification

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

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

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

V. Non-Discriminatory Access

Aegis will provide:

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

VI. Slamming Policy

Verification of orders

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

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

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

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

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

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

Implementing order changes

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

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

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

List of Exchanges

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

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

AEGIS TELECOM, INC.

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

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

I. PURPOSE

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

II. DEFINITIONS

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

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

III. ADMINISTRATION

Aegis'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 Aegis's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Robert Clark, President
Aegis Telecom, Inc.
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912
Telephone: (865) 474-1489
Facsimile: (865) 474-1489

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 Aegis 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

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

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

Aegis Telecom, Inc.

By: 
Robert Clark
President

Dated: 8-30-10

EXHIBIT "H"
PRE-FILED TESTIMONY

**PRE-FILED TESTIMONY
OF
ROBERT CLARK**

I. Introduction

1 1. Q. Please state your name and business address.

2 A. My name is Robert Clark. My business address is 5800 Central Avenue Pike

3 #2805, Knoxville, Tennessee 37912.

4 2. Q. By whom are you employed and in what capacity?

5 A. I am Robert Clark for Aegis Telecom, Inc. ("Aegis").

6 3. Q. Please give a brief description of your background and experience in business and

7 telecommunications.

8 A. My background and experience, as well as other members of the management team

9 of Aegis, are set forth in Exhibit D to our application.

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

11 A. The purpose of my testimony is to describe the nature of Aegis's proposed service

12 offering within the State of Tennessee, and to demonstrate its financial, managerial,

13 and technical ability to provide the telecommunications services for which authority

14 is sought herein.

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

16 A. Yes. I wish to incorporate by reference the underlying Application filed in this

17 proceeding and its associated attachments.

1 exist in the future.

2 D. Centrex and/or Centrex-like services that currently exist or will exist in the
3 future.

4 E. Digital subscriber line, ISDN, and other high capacity services.

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

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

9 A. Aegis will initially resell services and provide service using unbundled network
10 elements utilizing the facilities of the existing LECs or other competitive carriers
11 that presently serve Tennessee. Aegis has no plans at this time to install facilities
12 to provide local exchange services in Tennessee.

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

15 A. Yes. Applicant is currently authorized to provide local exchange and
16 interexchange services in Alabama. Applicant is not currently providing service in
17 any state.

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

20 A. No.

21 11. Q. Does Aegis intend to file a tariff with the Tennessee Regulatory Authority?

22 A. Yes. Aegis has filed proposed tariffs with its application.

23 12. Q. Is Applicant is willing and able to adhere to all applicable TRA policies, rules and

1 orders?

2 A. Yes. Applicant is willing and able to adhere to all applicable TRA policies, rules
3 and orders. In addition, Aegis at all times will provide interstate services in
4 compliance with all FCC rules and regulations. Aegis will at all times provide and
5 market services in accordance with current Tennessee Regulatory Authority
6 policies and will attempt to comply with the terms of that order in every respect
7 possible.

8 13. Q. Has Aegis provided any intrastate telecommunications services within the State of
9 Tennessee?

10 A. No it has not.

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

12 A. Aegis will charge the tariffed rates approved by the Tennessee Regulatory
13 Authority.

14 15. Q. How will Aegis market services in Tennessee?

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

1 III. Managerial, Technical and Financial Qualifications

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

4 A. Yes. Aegis has sufficient technical, financial, and managerial resources and ability
5 to provide the telecommunications services for which authority is sought herein.
6 Aegis's personnel represent a broad spectrum of business and technical disciplines,
7 possessing many years of individual and aggregate telecommunications experience.
8 My qualifications and experience, as well as members of Aegis's current
9 management team, are discussed on Exhibit D which is attached to our Application
10 in support of Applicant's managerial and technical ability to provide the services for
11 which authority is sought herein.

12 17. Q. How does Aegis handle customer service requests?

13 A. Applicant's customer service department may be contacted nationwide via a local
14 or toll-free number. The Company will maintain a Customer Service Department
15 exclusively for Customer's questions, requests for service, complaints and trouble
16 handling. The Company's Customer Service address and applicable local or toll
17 free number(s) will be printed on the Customer's bill. The Customer Service
18 Department will be located at 5800 Central Avenue Pike #2805, Knoxville,
19 Tennessee 37912.

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

1 answering service for messaging and paging.

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

10 If the Customer is not satisfied with the Company's resolution of an inquiry or
11 dispute, the Customer may refer the matter to the Tennessee Regulatory Authority
12 for final determination.

13 18. Q. Please describe the financial condition of Aegis.

14 A. In support of Aegis's financial ability to provide the services sought herein, a copy of
15 Aegis's Bank statements from July and August 2010 and Profit and Loss Forecast
16 for year beginning January 2012 was submitted as Exhibit C to its Application.

IV. Public Interest

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

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

20. Q. Does this conclude your testimony?

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

VERIFICATION OF APPLICANT

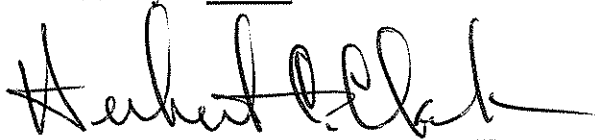
I, Robert Clark, Robert Clark of Aegis Telecom, Inc., a Tennessee Corporation, the applicant for a Certificate of Public Convenience and Necessity from the Tennessee Regulatory Authority, verify that based on information and belief, I have knowledge of the statements in the foregoing Pre-Filed Testimony, and I declare that they are true and correct.



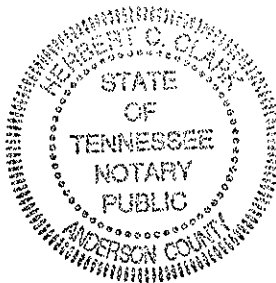
Robert Clark
President
Aegis Telecom, Inc.

Sworn to me, the undersigned
Notary Public on this
30th day of August, 2010.

State of Tennessee
County of Knox



Notary Public



**MY COMMISSION EXPIRES:
OCTOBER 22, 2012**

EXHIBIT "I"
NUMBERING ISSUES & TENNESSEE SPECIFIC OPERATION ISSUES

Numbering Issues

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

Tennessee Specific Operation Issues

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

4. At this time, the company is not aware of the MAC database maintained by BellSouth and the procedures to enter your telephone number on the database. The company intends to address all interconnection requirements and procedures with Bell South during the negotiation process and prior to the provision of local exchange service.
5. Employee responsible to work with the TRA on resolving customer complaints:
Regulatory contact: Robert Clark
(865) 474-1489

Customer Service contact: Robert Clark
(800) 930-4489
6. The company intends to use telesales by its own employees. The company is aware of the telemarketing statutes and limitations found in TCA Section 65-4-401 and Chapter 1220-4-11 and will make every effort to comply with these regulations.

EXHIBIT "J"
BOND OR LETTER OF CREDIT

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 41208281

WHEREAS, Aegis Telecom, Inc. (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

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

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

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

This bond shall become effective on the 23rd day of August, 2010, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Aegis Telecom, Inc.

Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name: Robert D. Clark

Title: President

SURETY

Platte River Insurance Company

Name of Surety

PO Box 5900 Madison, WI 53705

Address of Surety

SIGNATURE OF SURETY AGENT

Name: J. Erik McMichael

Title: Attorney-in-Fact

Address of Surety Agent:

PO Box 5900

Madison, WI 53705

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

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF

COUNTY OF MARION

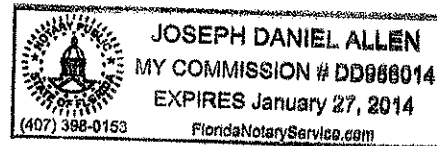
Before me, a Notary Public of the State and County aforesaid, personally appeared ROBERT N. CLARK with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Aegis Telecom, Inc., and he acknowledged to me that he executed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

WITNESS my hand and seal this 30 day of AUGUST, 2010.

My Commission Expires:

01/27/2014


Notary Public



ACKNOWLEDGMENT OF SURETY

STATE OF GA

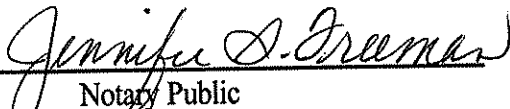
COUNTY OF Coweta

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

WITNESS my hand and seal this 23rd day of August, 2010.

My Commission Expires:

November 11, 2012


Notary Public
Jennifer S. Freeman

APPROVAL AND INDORSEMENT

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

Name:

Title:

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41208281

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

GREG KELLER; SUZANNE Y WALKER; JENNIFER FREEMAN; ANN M CAMPBELL; J ERIK MCMICHAEL
FREDERICK M LANIER; CLAUDIA C MCCOY; KRISTINE M PEARCE; CHARLOTTE L YARBOROUGH

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT: \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2007.

Attest:

David F. Pauly
David F. Pauly
Chairman & CEO



PLATTE RIVER INSURANCE COMPANY

James J. McIntyre
James J. McIntyre
President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of January, 2007 before me personally came James J. McIntyre, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 23rd day of August, 2010



Alan S. Ogilvie
Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (8-07)

**EXHIBIT “K”
PROPOSED TARIFFS**

TITLE SHEET

TENNESSEE TELECOMMUNICATIONS TARIFF

INTRASTATE INTEREXCHANGE SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Aegis Telecom, Inc. ("Aegis"), with principal offices at 5800 Central Avenue Pike #2805, Knoxville, Tennessee 37912. This tariff applies for services furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: September 10, 2010

By:

Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

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

Issued: September 10, 2010
By:

Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	20	Original
2	Original	21	Original
3	Original	22	Original
4	Original	23	Original
5	Original	24	Original
6	Original	25	Original
7	Original	26	Original
8	Original	27	Original
9	Original	28	Original
10	Original	29	Original
11	Original	30	Original
12	Original	31	Original
13	Original	32	Original
14	Original	33	Original
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

* New or Revised Sheet

Issued: September 10, 2010**By:**

**Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912**

Effective:

TABLE OF CONTENTS

	Page
<u>TITLE SHEET</u>	1
<u>CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS</u>	2
<u>CHECK SHEET</u>	3
<u>TABLE OF CONTENTS</u>	4
<u>TARIFF FORMAT</u>	5
<u>SYMBOLS</u>	6
<u>SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS</u>	7
<u>SECTION 2 - RULES AND REGULATIONS</u>	9
<u>SECTION 3 - DESCRIPTION OF SERVICE</u>	21
<u>SECTION 4 - RATES</u>	29

Issued: September 10, 2010
By:

Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

TARIFF FORMAT

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

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

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

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

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued: September 10, 2010**By:**

Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

SYMBOLS

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

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

Issued: September 10, 2010
By:

Robert Clark, President
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Effective:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

Company or Aegis - Used throughout this tariff to mean Aegis Telecom, Inc., a Tennessee Corporation.

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

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

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

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

Issued: September 10, 2010

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Knoxville, Tennessee 37912

Effective:

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

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

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

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

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

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

Issued: September 10, 2010

By:

Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

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

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

Issued: September 10, 2010**By:**

**Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912**

Effective:

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

2.2 Use of Services

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

Issued: September 10, 2010

By:

**Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912**

Effective:

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

2.3 Liability of the Company

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

Issued: September 10, 2010
By:

Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

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

Issued: September 10, 2010

By:

**Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912**

Effective:

2.4 Responsibilities of the Customer

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

Issued: September 10, 2010

By:

**Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912**

Effective:

2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission (FCC) or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

Issued: September 10, 2010
By:

Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

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

2.5 Cancellation or Interruption of Services

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

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

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

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

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

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By:

Robert Clark, President
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

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

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2.6 Credit Allowance

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

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

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Effective:

2.7 Restoration of Service

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

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

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Effective:

2.10 Payment and Billing

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

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Effective:

2.11 Collection Costs

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

2.12 Taxes

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

2.13 Late Charge

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

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. See Section 4.5.

2.15 Reconnection Charge

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

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

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

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

3.2 Customer Complaints and/or Billing Disputes

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

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Knoxville, Tennessee 37912
(800) 930-4489

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

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

3.3 Level of Service

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

3.4 Billing Entity Conditions

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

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Effective:

3.5 Service Offerings

3.5.1 1+ Dialing

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

3.5.2 Travel Cards

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

3.5.3 Toll-Free Service

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

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By:

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Effective:

3.5.4 Company Prepaid Calling Cards

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

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

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

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

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

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

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

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

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

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Effective:

3.5.5 Directory Assistance.

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

3.5.6 Specialized Pricing Arrangements.

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

3.5.7 Emergency Call Handling Procedures

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

3.5.8 Promotional Offerings

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

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3.5.9 Operator Verification/Interruption Service

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

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

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

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

4.2 Travel Cards

\$.25 per minute

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

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4.3 Toll Free

\$0.15 per minute

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

4.4 Prepaid Calling Cards**Program**

A	\$0.015 Per Telecom Unit
B	\$0.019 Per Telecom Unit
C	\$0.025 Per Telecom Unit
D	\$0.029 Per Telecom Unit
E	\$0.032 Per Telecom Unit
F	\$0.035 Per Telecom Unit
G	\$0.039 Per Telecom Unit
H	\$0.049 Per Telecom Unit
I	\$0.05 Per Telecom Unit
J	\$0.059 Per Telecom Unit
K	\$0.06 Per Telecom Unit
L	\$0.08 Per Telecom Unit
M	\$0.09 Per Telecom Unit
N	\$0.10 Per Telecom Unit
O	\$0.11 Per Telecom Unit
P	\$0.12 Per Telecom Unit
Q	\$0.13 Per Telecom Unit
R	\$0.14 Per Telecom Unit
S	\$0.15 Per Telecom Unit
T	\$0.19 Per Telecom Unit
U	\$0.20 Per Telecom Unit
V	\$0.25 Per Telecom Unit
W	\$0.29 Per Telecom Unit
X	\$0.30 Per Telecom Unit
Y	\$0.33 Per Telecom Unit

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Effective:

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

A \$0.99 per call service charge applies.

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

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4.5 Returned Check Charge

\$20.00

4.6 Directory Assistance

\$0.59

4.7 Station Charges

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

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

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

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

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4.8 Rate Periods

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

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

4.9 Payphone Dial Around Surcharge

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

4.10 Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

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AEGIS TELECOM, INC.
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Original Page 1
Tennessee Tariff Number 2

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY
AEGIS TELECOM, INC.
WITHIN THE STATE OF TENNESSEE**

Commission Contact: Robert Clark, President
Phone Number: (865) 474-1489, Toll-Free Number:(800) 930-4489

Issued: September 10, 2010
Issued by:

Robert Clark, President
Aegis Telecom, Inc.
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

TABLE OF CONTENTS

Description

TITLE SHEET	1
TABLE OF CONTENTS	2
CHECK SHEET	3
EXPLANATION OF SYMBOLS	4
APPLICATION OF TARIFF	5
1.0 - DEFINITIONS	6
2.0 - RULES AND REGULATIONS	10
3.0 - SERVICE AREAS	41
4.0 - SERVICE DESCRIPTIONS AND RATES	42
5.0 – LIFELINE PROGRAM	50
6.0 – LINK-UP PROGRAMS	55
7.0 – MISCELLANEOUS SERVICES	57

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CHECK SHEET

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

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
1	Original	26	Original	51	Original				
2	Original	27	Original	52	Original				
3	Original	28	Original	53	Original				
4	Original	29	Original	54	Original				
5	Original	30	Original	55	Original				
6	Original	31	Original	56	Original				
7	Original	32	Original	57	Original				
8	Original	33	Original	58	Original				
9	Original	34	Original	59	Original				
10	Original	35	Original						
11	Original	36	Original						
12	Original	37	Original						
13	Original	38	Original						
14	Original	39	Original						
15	Original	40	Original						
16	Original	41	Original						
17	Original	42	Original						
18	Original	43	Original						
19	Original	44	Original						
20	Original	45	Original						
21	Original	46	Original						
22	Original	47	Original						
23	Original	48	Original						
24	Original	49	Original						
25	Original	50	Original						

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EXPLANATION OF SYMBOLS

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

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

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the prepaid local exchange telecommunications services provided by Aegis Telecom, Inc., to customers within the State of Tennessee.

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Issued by:

Robert Clark, President
Aegis Telecom, Inc.
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

SECTION 1.0 - DEFINITIONS

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

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

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

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

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

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

Commission - Tennessee Regulatory Authority.

Company or Carrier - Aegis Telecom, Inc. , unless otherwise clearly indicated by the context.

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

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

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SECTION 1.0 – DEFINITIONS (CONTINUED)

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

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

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

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

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

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

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

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

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

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SECTION 1.0 – DEFINITIONS (CONTINUED)

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

LEC - Local Exchange Company

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

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

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

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

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

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

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

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

SECTION 1.0 – DEFINITIONS (CONTINUED)

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

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

Telephone Company - Used throughout this tariff to mean Aegis Telecom, Inc., unless clearly indicated otherwise by the text.

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

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

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

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

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

Issued: September 10, 2010
Issued by:

Robert Clark, President
Aegis Telecom, Inc.
5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912

Effective:

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.3 Terms and Conditions

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.3 Terms and Conditions, (cont'd.)

- F)** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company. Customers desiring to terminate a service with any other telephone company in order to subscribe to the company service may incur termination charges.
- (G)** To Company will work with other telephone companies to secure needed cable changes.
- (H)** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.4 Limitations on Liability

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.4 Limitations on Liability (Cont'd.)

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.4 Limitations on Liability (Cont'd.)

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

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.6 Provision of Equipment and Facilities

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

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

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Tennessee Regulatory Authority's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (cont'd.)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (C) Deposits will accrue interest annually at the rate of 4% per annum in accordance with Tennessee Regulatory Authority Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Tennessee Code Annotated, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Tennessee, or both, and are charged to a subscriber's telephone number or account in Tennessee.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end of the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority in accordance with the Commission's rules and procedure. The address of the Commission is as follows:

Tennessee Regulatory Authority
460 Robertson Parkway
Nashville, Tennessee 37243-0505
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. The Company may discontinue service only after the Customer's bill is past due. An invoice is considered delinquent if payment has not been rendered within thirty (30) days after the billing date. Once the invoice has become delinquent, the Company may issue written notice of disconnection to the Customer informing the Customer that service may be disconnected if payment is not received within five (5) days of the date of receipt of the notice of disconnection. If the invoice continues to be delinquent on the sixth (6) day after receipt of the notice of disconnection, the Company may disconnect the Customer's service. Notice will be provided via First Class U.S. Mail.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 30 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company will comply with the Federal Bankruptcy Law.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.3 Discontinuance of Service for Cause

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2.0 – RULES AND REGULATIONS. (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.6 Changes in Services Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly. The customers will be required to acknowledge the fees.

2.6.7 Bad Check Charge

A service charge equal to \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.1 General (Continued)

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 – RULES AND REGULATIONS. (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service, (Continued)

(D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service to be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

SECTION 2.0 – RULES AND REGULATIONS. (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.5 Third Party Bill Block Service

The Company offers their Customers a service that blocks the placing of monthly recurring charges on telephone bills by third party service providers. This blocking service will give the Customer the ability to better prevent unauthorized charges appearing on his or her telephone bill by not allowing third party service providers the ability to place monthly recurring charges on the customer's bill without proper verification. Authorized casual billing of toll calls such as collect, third party and calls to a carrier's toll access number as well as authorized charges for directory advertising are excluded from this blocking service. The method of verifying charges for customers with the third party bill block service is described below:

- (a) The third party service provider shall not submit charges to a Customer's ILEC/CLEC without first obtaining a letter of authorization ("LOA") from an authorized individual for the telephone account. The LOA shall include the name and address of the company providing the service, a description of the service, an itemization of the cost including whether the charge is one-time or a recurring fee, and a statement confirming that the person signing up for the service is an authorized individual for the telephone service.
- (b) The LOA shall not be combined with inducements of any kind on the same document.
- (c) A copy of the LOA must be provided to the telecommunications service provider, if requested, as authority from the customer to place a monthly recurring charge on his or her telephone bill.
- (d) ILECs/CLECs will not remove a third party service provider block without first calling the Customer and obtaining his or her verbal approval.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 – RULES AND REGULATIONS. (CONTINUED)

2.9 Transfers and Assignments

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

2.10 Notices and Communications

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

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

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

2.10.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.11 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

2.11.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.

2.11.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

2.11.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

2.11.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

2.11.5 All times refer to local time.

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SECTION 3.0 – SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the Incumbent LECs

3.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Tennessee Regulatory Authority reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in the Incumbent LECs Tariffs.

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SECTION 4.0 - SERVICE DESCRIPTIONS AND RATES

4.1 Local Exchange Service

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. The Company's local telephone service provides a Customer with the ability to connect to the underlying carrier's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service (where available through the underlying carrier);
- access operator services (as specified in Section 4.3);
- place call to toll free 8XX telephone numbers.

4.1.1 Service Area

The Company's service area incorporates all geographic regions-and exchanges currently served by the following underlying carrier:

Throughout the ILEC service areas within the State of Tennessee.

SECTION - 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.1 Local Exchange Service (Cont'd)

4.1.1 Service Area (Cont'd)

Local calling Areas: Exchanges and zones included in the local calling area for the Customer's exchange or zone may be found in the telephone directory published by the underlying carrier in the Customer's exchange area.

4.1.2 Local Line

- A. Standard Features: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.
- B. Optional Features: A Local Line may order the following optional features, at the rate specified in Section 4.1.3

Call Waiting
Call Forwarding
Three Way Calling
Caller ID
Call Return
Non-Published Number
Inside Wiring

4.1.3 Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring and Monthly Recurring Charges.

SECTION 4.0 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.1 Local Exchange Service (Cont'd)

4.1.3 Local Line Rates and Charges (Cont'd)

Calling Plans (Monthly Recurring Charges)

A. Basic Package

Unlimited Local Calling

Monthly Charge: \$36.50 (Non-Lifeline Customers)
 \$23.00 (Lifeline Customers)

B. Premiere Package

Unlimited Local Calling
Caller ID W/Name
Call Waiting
Call Waiting ID

Monthly Charge: \$38.50 (Non-Lifeline Customers)
 \$25.00 (Lifeline Customers)

C. Complete Package

Unlimited Local Calling
Caller ID W/Name
Call Waiting
Call Waiting ID
*69
3-way
Call Forwarding

Monthly Charge: \$48.50 (Non-Lifeline Customers)
 \$35.00 (Lifeline Customers)

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SECTION 4.0 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.1 Local Exchange Service (Cont'd)

4.1.3 Local Line Rates and Charges (Cont'd)

Non-Recurring Charges

Set-Up Charge (local line)	\$60.00
Call Waiting	\$ 8.00 (per line)
Call Forwarding	\$ 8.00 (per line)
3 Way Calling	\$ 8.00 (per line)
Calling Number ID	\$10.00 (per line)
Toll Limitation Service	\$ 2.99 (per line)

Recurring Charges - Monthly

Call Waiting	\$ 5.00 (per line)
Call Forwarding	\$ 5.00 (per line)
3 Way Calling	\$ 5.00 (per line)
Calling Number ID	\$10.00 (per line)
Inside Wiring	\$ 7.00 (per line)
Toll Block	\$ 3.49 (per line)

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SECTION 4.0 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.2 Directory Assistance

Customers will access to Directory Assistance through 1-8XX toll free access.

4.3 Operator Assistance

Customers will have access to local operator services.

4.4 Directory Listings

The Company shall provide for a single directory listing in the telephone directory published by the underlying carrier in the Customer's exchange area.

4.4.1 In order for listings to appear in an upcoming directory, the Customer must subscribe to service from the Company in time to meet the directory-publishing schedule.

4.4.2 Directory listings are provided in connection with each Customer's service as specified herein:

A. Primary Listing: The listing shall include the first and last name of the Customer. The listing will also include the Customer's address.

B. Non-published Listings: A Non-published telephone number will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and the directory assistance records.

SECTION 4.0 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.4 Directory Listings (Cont'd)

- C. Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

Non-published number \$17.99
(per line no charge if
included in Customer's
original service order)

- D. Recurring Charges: Monthly Recurring charges associated with Directory Listings are as follows:

Non-published number \$2.99

SECTION 4.0 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.5 Miscellaneous Fixed Non-Recurring Charges:

Change Telephone Number	\$25.00 (per line)
Transfer Account to New Address	\$55.00 (per line)
Reconnect Previous Customer	\$89.99 (per line)
Late Charge	1.5% (of the balance due)
Service Order Charge	\$15.00*

*Multiple changes may be requested under one Service Order. Each separate call initiates a new Service Order.

4.6 Miscellaneous Variable Non-Recurring Charges

For any incidental charges which appear on the Company's billing from the underlying carrier (e.g., directory assistance, operator services, call tracing, etc.), the charges are passed through to the Customer.

4.7 Emergency Services (Enhanced 911)

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

4.8 Pay Per Call Blocking/Unblocking

This service provides, without charge to Customer, blocking, or subsequent unblocking, all 900, 976 and International calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit pursuant to TRA Rule 1220-4-2-.58.

SECTION 4.0 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

4.9 Customer Complaints and/or Billing Disputes

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

5800 Central Avenue Pike #2805
Knoxville, Tennessee 37912
(800) 930-4489

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

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address:

Tennessee Regulatory Authority
460 Robertson Parkway
Nashville, Tennessee 37243-0505
Ph: (615) 741-2904
or (800) 342-8359

SECTION 5.0 – LIFELINE PROGRAM

5.1 General

- (A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Tennessee Regulatory Authority and are as set forth in this tariff.
- (B) Lifeline is supported by the federal universal service support mechanism.
- (C) Federal baseline support of eight dollars and twenty-five cents (\$8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer is thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.
- (D) Designated Services Available To Lifeline Customers:
 - (1) Single Party Service
 - (2) Local Usage
 - (3) Touch Tone Services
 - (4) Voice Grade Access to the Public Switched Network
 - (5) Access to Emergency Services
 - (6) Access to Operator Services
 - (7) Access to Interexchange Services
 - (8) Access to Directory Assistance
 - (9) Toll Limitation Service at No Charge

SECTION 5.0 – LIFELINE PROGRAM (CONT'D)

5.2 Regulations

(A) General

- (1) Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.
- (2) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified below.
- (3) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
- (4) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.

SECTION 5.0 – LIFELINE PROGRAM (CONT'D)

Regulations (Cont'd)

(A) General (Cont'd)

- (5) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
- (6) The Federal Universal Service Charge will not be billed to Lifeline customers.
- (7) Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls.
- (8) At no time shall a customer's Lifeline rate go below zero.

5.3 Eligibility

- (A) Customers are eligible if they participate in at least one of the following programs:

Federal Public Housing Assistance/Section 8
Supplemental Nutrition Assistance Program (SNAP)
Low Income Home Energy Assistance Program (LIHEAP)
Supplemental Security Income (SSI)
National School Lunch (free program only)
Temporary Assistance to Needy Families (TANF)
TennCare aka Medicaid

Additionally, a customer with total gross annual income that does not exceed 135% of the federal poverty income guidelines may apply directly to the Tennessee Regulatory Authority for Lifeline eligibility certification.

- (B) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

SECTION 5.0 – LIFELINE PROGRAM (CONT'D)

5.4 Certification

- (A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Lifeline eligible programs and identifying the qualifying program. The Lifeline credit will not be established until the Company has received such signed document. If the customer requests installation prior to the Company's receipt of such signed document, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.
- (B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
- (C) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

SECTION 5.0 – LIFELINE PROGRAM (CONT'D)

5.5 General

- (A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- (B) Service Charges are applicable for installing or changing Lifeline service.
- (C) Link-Up connection assistance may be available for installing or relocating Lifeline service.
- (D) The Service Change Charge is not applicable when existing service is converted intact to Lifeline.
- (E) The total Lifeline credit consists of one federal credit plus one (1) Company credit

- (1) Federal credit

- Monthly Credit

- All programs, one per Lifeline service \$10.00

- (2) Company credit

- All programs, one per Lifeline service \$ 3.50

SECTION 6.0 – LINK-UP PROGRAM

6.1 General

- (A) Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Tennessee Regulatory Authority and are as set forth in this tariff.
- (B) Link-Up is supported by the federal universal service support mechanism.
- (C) A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.

6.2 Regulations

(A) General

- (1) Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.
- (2) Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
- (3) The Link-Up credit is available each time the customer installs or relocates the primary residential service.
- (4) To receive the credit, proof of eligibility must be provided within 30 days after installation of service.
- (5) The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.

SECTION 6.0 – LINK-UP PROGRAM

Regulations (Cont'd)

(B) Eligibility

- (1) To be eligible for a Link-Up credit, a customer must be a current recipient of any one of the low income assistance programs set forth below:

Federal Public Housing Assistance/Section 8
Supplemental Nutrition Assistance Program (SNAP)
Low Income Home Energy Assistance Program (LIHEAP)
Supplemental Security Income (SSI)
National School Lunch (free program only)
Temporary Assistance to Needy Families (TANF)
TennCare aka Medicaid

Additionally, a customer with total gross annual income that does not exceed 135% of the federal poverty income guidelines may apply directly to the Tennessee Regulatory Authority for Link-Up eligibility certification.

- (2) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

(C) Certification

- (1) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Link-Up program by signing a document certifying under penalty of perjury that the customer participates in one of the Link-Up eligible programs and identifying the qualifying program. The Link-Up credit will not be established until the Company has received such signed document. If the customer requests installation prior to the Company's receipt of such signed document, the requested service will be provided without the Link-Up credit.
- (2) The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.

6.3 Rates and Charges

- (A) The federal credit available for a Link-Up connection is thirty dollars (\$30.00) maximum or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less.

SECTION 7.0 - MISCELLANEOUS SERVICES

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7.1 Carrier Presubscription

7.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

7.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer MAY select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select no presubscribed carrier for intraLATA and interLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA and interLATA toll calls to the carrier of choice for each call.

SECTION 7.0 – MISCELLANEOUS SERVICES (CONTINUED)

7.1 Carrier Presubscription, (Continued)

7.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA and interLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.1.5 below:

7.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA and interLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 7.0 – MISCELLANEOUS SERVICES (CONTINUED)

7.1 Carrier Presubscription, (Continued)

7.1.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

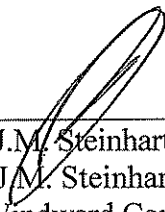
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the attached Notice of Filing was served upon the following parties of record by depositing a copy of same in the United States Mail, First Class, Postage Prepaid, to their last known address as follows:

<u>Ardmore Telephone Company</u> P.O. Box 549 517 Ardmore Avenue Ardmore, TN 38449	<u>BellSouth Telecommunications, Inc.</u> 333 Commerce Street Nashville, TN 37201-3300	<u>CenturyTel of Adamsville</u> 611 Commerce Street Suite 2605 Nashville, TN 37203
<u>CenturyTel of Claiborne</u> 611 Commerce Street Suite 2605 Nashville, TN 37203	<u>CenturyTel of Ooltewah-Collegedale</u> 611 Commerce Street Suite 2605 Nashville, TN 37203	<u>Concord Telephone Exchange, Inc.</u> P.O. Box 22995 Knoxville, TN 37933
<u>Crockett Telephone Company</u> c/o TSI Payment Processing Center PO Box 24207 Jackson, MS 39225	<u>Frontier Communications of Tennessee</u> 300 Bland Street Bluefield, WV 24701	<u>Frontier Communications of The Volunteer State</u> 300 Bland Street Bluefield, WV 24701
<u>Humphreys County Telephone Company</u> P.O. Box 22995 Knoxville, TN 37933	<u>Loretto Telephone Company</u> P.O. Box 130 Loretto, TN 38469	<u>Millington Telephone Company, Inc.</u> 4880 Navy Road Millington, TN 38053

<u>Peoples Telephone Company</u> c/o TSI Payment Processing Center PO Box 24207 Jackson, MS 39225	<u>Tellico Telephone Company</u> P.O. Box 22995 Knoxville, TN 37933	<u>Tennessee Telephone Company</u> P.O. Box 22995 Knoxville, TN 37933
<u>United Telephone Company, Inc.</u> P.O. Box 38 Chapel Hill, TN 37034	<u>United Telephone Southeast, LLC</u> 611 Commerce Street Suite 2605 Nashville, TN 37203	<u>West Tennessee Telephone Co.</u> c/o TSI Payment Processing Center PO Box 24207 Jackson, MS 39225

This the 9 day of September, 2010.



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BEFORE THE TENNESSEE REGULATORY AUTHORITY

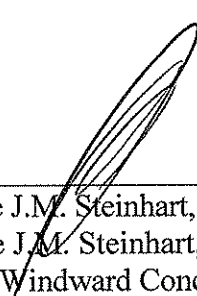
In re:)
)
Application of)
Aegis Telecom, Inc.)
)
For a Certificate of Public)
Convenience and Necessity to)
Provide Competing)
Local Exchange And Interexchange)
Telecommunications Services)

NOTICE OF FILING

TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on September 9, 2010, Aegis Telecom, Inc. filed an Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Exchange and Interexchange Telecommunications Services.

This the 9 day of September, 2010.



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Attorney for Applicant:
Aegis Telecom, Inc.