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November 9, 2010

VIA ELECTRONIC FILING
AND OVERNIGHT DELIVERY

Mr. David Foster
Utility Division Deputy Chief
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505
(615) 741-3939

filed electronically in docket office on 11/10/10

Re: Docket No. 10-00187, Application for Aegis Telecom, Inc. for Certificate of
Public Convenience and Necessity to Provide Competing Local Exchange
and Interexchange Telecommunication Services in Tennessee

Dear Mr. Foster:

Enclosed please find for filing an original and four (4) copies of the Data Request
No. 1 for Aegis Telecom, Inc. This filing has been electronically submitted on November 9,
2010.

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 additional information,
please do not hesitate to contact me.

Respectfully submitted,


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

Enclosures:
Robert Clark

Question No. 1 Provide a certificate of authority for Aegis Telecom, Inc. to transact business from the Tennessee Secretary of State's Office.

Response: **This was ordered on 11/2/10 from the Secretary of State and will be provided to the Tennessee Regulatory Authority immediately upon receipt.**

Question No. 2 Provide proof of availability of future funding for Tennessee operations. Include loan commitments, lines of credit available to Aegis, vendor credits, letters of credit, cash availability, and sources of each with details regarding *the* terms of the commitments. Provide any additional information regarding funding that demonstrates Aegis Telecom, Inc. is a financially viable and stable entity, capable of maintaining its business operations while providing consistent telecommunications services in Tennessee.

Response: **Attachment A - Aegis' Promissory Note.**

Question No. 3 What are the sources of the amounts listed on Exhibit C? Provide additional financial information for Aegis Telecom, Inc. from its inception in July 2009 up to the information provided for July and August 2010.

Response: **Attachment B – Financial Information. All sources for Exhibit C are calculated from the assumptions which are also included in this attachment. Please see the income and expense explanations.**
(FILED AS CONFIDENTIAL AND PROPRIETARY)

Question No. 4 On what conditions and circumstances does Aegis Telecom, Inc. base the projection amounts listed in Exhibit C?

Response: **Please refer to response to Question 3.**

Question No. 5 Tenn. Code Ann. § 65-4-201 requires that CLEC applicants demonstrate managerial abilities sufficient to provide the services for which they seek authority. The application lists only one officer, Robert Clark. What is Mr. Clark's title? Provide information on additional management positions within the company and include details for each individual regarding previous telecommunications education and experience.

Response: **Robert Clark, President and Owner of Aegis Telecom, Inc. Robert Clark will pay Telecom Service Bureau \$6 per customer to handle all Accounting, Marketing, Operational Support, Call Center Support, and Order Provisioning. The managerial staff of Telecom Service Bureau includes Joseph Fernandez, President and owner of TSB and Tina Allen, Senior Operations Manager, with a combined 20 years experience in the Telecom industry.**
Attachment C - Management information including contract between Aegis Telecom, Inc and Telecom Service Bureau, Inc.

Question No. 6 Who is responsible for technical issues within Aegis Telecom, Inc.? Provide the name, title, previous telecommunications experience and a description of the day to day responsibilities for Aegis Telecom, Inc.'s Tennessee operations.

Response: **Robert Clark has a vast history in the technical side of Telecom, having worked for High Tech Communications, Inc. for over five years. As far as technical issues in which a tech needs to be dispatched to the residence, AT&T technicians will be handling all repairs to the lines.**

Question No. 7 Provide a sworn statement from an authorized officer of the company that all applicable state and federal laws and TRA rules will be adhered to by Aegis Telecom, Inc.

Response: **Attachment D - Sworn Statement from Aegis Telecom, Inc.**

Question No. 8 Identify by name and address all entities with which Aegis Telecom, Inc. is affiliated, shares common ownership, or operates under a pseudo or assumed name, including but not limited to any parent, subsidiary, affiliated or associate, sister, or holding company, and d/b/a or f/k/a designations.

Response: **Aegis Telecom, Inc is not affiliated, nor does it share common ownership or operate under a pseudo or assumed name, including but not limited to any parent, subsidiary, affiliated or associate, sister, or holding company, and d/b/a or f/k/a designations.**

Question No. 9 Identify the address, contact information, name and title of all company owners, operators, principals, officers, directors, members, shareholders, or stakeholders, and others holding a management or executive position in relation to all entities identified in the response to question eight (8) above.

Response: **Aegis Telecom, Inc.**
5800 Central Avenue Pike #2805
Knoxville, TN 37912

Mailing Address:
4220 SE 44th St
Ocala, FL 34480

Owner: Robert Clark
Owner Contact: 352-425-8593

Question No. 10 Have any of the entities and/or personnel identified in responses to questions 8 or 9 above been investigated, reviewed, or audited by any other state or federal agency following the filing of a complaint or in connection with litigation?

Response: **No, none of the entities and/or personnel identified in responses to questions 8 or 9 above have been investigated, reviewed, or audited by any other state or federal agency following the filing of a complaint or in connection with litigation.**

Attachment A

Aegis Telecom, Inc.'s Promissory Note

THIS IS A BALLOON NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$100,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MAKERS UNDER THE TERMS OF THIS NOTE.

PROMISSORY NOTE

Principal Amount	Loan Date	Maturity	Loan No.	Rate	Account
\$100,000.00	8-01-2010	8-01-2013		5.00%	

Borrower: Aegis Telecom, Inc.

5800 CENTRAL AVE PIKE
KNOXVILLE, TN 37912

Lender: Telecom Service Bureau, Inc.

2303 SE 17th Street, #201
Ocala, FL 34474

Principal Amount: \$100,000.00 Rate: 5.0%

Date of Note: 8-01-2010

THIS PROMISSORY NOTE (the "Note") is entered into this 1 day of AUGUST, 2010, by and between AEGIS TELECOM, INC., a Tennessee corporation, having an address of 5800 CENTRAL AVE PIKE, KNOXVILLE TN (whether one or more, the "Borrower" and, if more than one, the expression "Borrower" shall mean all borrowers and each of them jointly and severally), in favor of TELECOM SERVICE BUREAU, INC, a Florida corporation, having an address of 2303 Southeast 17th Street, #201, Ocala, Florida, 34471 (the "Lender").

FOR VALUE RECEIVED, Borrower, jointly and severally, if more than one, unconditionally promises to pay to the order of Lender (or any subsequent holder hereof or any interest herein), at 2303 Southeast 17th Street, #201, Ocala, Florida, 34471, or at such other place as the Lender may from time to time designate in writing, without grace, the principal sum of \$ 100,000.00, or so much thereof as shall have been advanced hereunder, together with interest on the unpaid principal balance from time to time outstanding in accordance with the following provisions:

(a) "Interest Rate" shall mean a Five (5.0%) Percent fixed rate of interest.

(b) This Note shall bear interest at the Interest Rate. The entire outstanding principal balance of this Note, together with all accrued interest thereon, as well as all other costs associated with the indebtedness evidenced hereby, shall be due and payable in full on AUGUST 1, 2013 ("Maturity Date").

(c) The Interest Rate is not necessarily the lowest rate charged by Lender on its loans. Borrower understands that Lender may make loans based on other rates as well. Lender will advise Borrower of the current Prime Rate upon Borrower's request. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the Interest Rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Under no circumstances will the effective rate of interest on this Note be more than the maximum rate allowed by applicable law.

If any payment hereunder is due on a date which is not a Business Day (as defined below), the due date therefor shall be extended to the next succeeding Business Day, and interest shall be payable at the then applicable rate during such extension. Unless otherwise agreed or required by applicable law, all payments hereunder shall be first applied to late fees or other charges due hereunder, then interest and the balance, if any, to principal. Payments must be made in legal tender of the United States of America in good, collected funds at the place of payment. Any payment received after 2:00 p.m. (place of payment time) shall be credited on the next succeeding Business Day. "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which national banks located in Ocala, Florida, are not open for business.

Any payment which is not made within ten (10) days of when due, shall be assessed a "late charge" of five percent (5%) of such payment, which shall be immediately due and payable to Lender.

Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. At least once each month the Lender shall render a statement of account, which statement shall be considered correct and accepted by the Borrower and conclusively binding upon the Borrower unless it notifies the Lender to the contrary within thirty (30) days of the tender of such statement by the Lender to the Borrower. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tender with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Joseph F. Fernandez, President, 2303 Southeast 17th Street, #201, Ocala, Florida, 34471.

This Note is intended to evidence revolving credit to be extended to the Borrower from time to time upon Borrower's written request therefore as and when the same may be approved by the Lender in its sole and absolute discretion. The outstanding principal balance of this Note may increase and decrease from time to time and proceeds hereof may be advanced, repaid and reborrowed, in increments of no less than \$1,000.00, but the outstanding principal balance hereof shall never exceed a total of ONE HUNDRED THOUSAND DOLLARS and No/100 Dollars (\$100,000.00). Notwithstanding the foregoing to the contrary, the Lender shall not be obligated to make any advances under this Note.

Borrower, any endorser, any guarantor hereof or any other party hereto (individually, an "Obligor" and collectively, "Obligors") and each of them jointly and severally: (a) waive presentment, demand, protest, notice of demand, notice of intent to accelerate, notice of acceleration

of maturity, notice of protest, notice of nonpayment, notice of dishonor, and any other notice required to be given under the law to any Obligor in connection with the delivery, acceptance, performance, default or enforcement of this Note, any endorsement or guaranty of this Note, or any other documents executed in connection with this Note or any other note or other Loan Documents; (b) consent to all delays, extensions, renewals or other modifications of this Note or the Loan Documents, or waivers of any term hereof or of the Loan Documents, or release or discharge by Lender of any of Obligors, or release, substitution or exchange of any security for the payment hereof, or the failure to act on the part of Lender, or any indulgence shown by Lender (without notice to or further assent from any of Obligors), and agree that no such action, failure to act or failure to exercise any right or remedy by Lender shall in any way affect or impair the obligations of any Obligors or be construed as a waiver by Lender of, or otherwise affect, any of Lender's rights under this Note, under any endorsement or guaranty of this Note or under any of the loan documents; and (c) agree to pay, on demand, all costs and expenses of collection or defense of this Note or of any endorsement or guaranty hereof and/or the enforcement or defense of Lender's rights with respect to, or the administration, supervision, preservation, protection of, or realization upon, any property securing payment hereof, including, without limitation, attorneys' and paralegals' fees, including fees related to any suit, mediation or arbitration proceeding, out of court payment agreement, trial, appeal, bankruptcy proceedings (including without limitation seeking relief from the stay of 11 U.S.C. §362 and limiting the use of cash collateral under 11 U.S.C. §363), receivership, or other proceeding, in such amount as may be determined reasonable by any arbitrator or court, which ever is applicable. Any award or payment of attorneys' or paralegal's fees hereunder or by order of a court of competent jurisdiction shall include as a part thereof any and all sales or use taxes imposed thereon by any appropriate governmental authority.

Any one or more of the following shall constitute an **"Event of Default"** hereunder: (a) the failure to make any payment of principal and/or interest under this Note or any other obligation of any Obligor to Lender within ten (10) days of when due (whether upon regular payment, demand, at maturity or by acceleration); (b) the failure to pay or perform any other obligation, liability or indebtedness of any Obligor to any other party; (c) if any representation or warranty of any Obligor proves to be untrue or misleading in any material respect when made or furnished; (d) default shall occur in the performance of any of the covenants or agreements of any Obligor contained in this Note, and such default shall continue uncured to the reasonable satisfaction of Lender for a period of thirty (30) days after written notice thereof from Lender to Borrower, or such other lesser or greater period of time, if any, with or without notice as specifically set forth in the applicable document or instrument; (e) the commencement of a proceeding by or against any Obligor for dissolution or liquidation, the voluntary or involuntary termination or dissolution of any Obligor or the merger or consolidation of any Obligor with or into another entity; (f) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against any Obligor; (g) the death or legal incapacity of any Obligor who is a natural person, *unless, however*, in the case of a guarantor only, within ninety (90) days from the date of death or incapacity of such Obligor (or such earlier date by which Holder would be barred from asserting a claim under this Note or such Obligor's guaranty in any probate proceeding as to such deceased Obligor or such Obligor's estate), a substitute guarantor or guarantors having a reputation, financial standing, liquid assets, net worth and

income satisfactory to, and approved in writing by, Lender, in its sole and absolute discretion, shall have (1) executed and delivered to Lender a written guaranty agreement or agreements in form and substance as then required by Lender and (2) paid all costs, including without limitation Lender's attorneys' fees, incurred by Lender in the preparation of such substitute guaranty agreement or agreements; (h) the failure of any Obligor to timely deliver such financial statements, including tax returns, other statements of condition or other information, as Lender shall request from time to time; (i) the entry of a judgment against any Obligor which Lender deems to be of a material nature, in Lender's sole discretion, which is not released or satisfied within ten (10) days of the entry thereof; (j) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of any Obligor; (k) the determination by Lender that it is insecure for any reason; (l) the determination by Lender that a material adverse change has occurred in the financial condition of any Obligor; or (m) the failure of Borrower's business to comply with any law or regulation controlling its operation.

Upon the occurrence of an Event of Default, Lender shall have the optional right to (a) accelerate and declare as immediately due and payable in full the entire balance (principal, interest and all other charges due hereunder) outstanding hereunder and all other obligations of any Obligor to Lender (however acquired or evidenced) and any obligation of Lender to permit further borrowing under this Note shall immediately cease and terminate and/or (b) to the extent permitted by law, the rate of interest on the unpaid principal shall be increased at Lender's discretion up to the Maximum Rate (as defined below), or if there shall cease to be a Maximum Rate at a simple interest rate of 18% per annum (the "**Default Rate**"). The provisions herein for a Default Rate shall not be deemed to extend the time for any payment hereunder or to constitute a "grace period" giving Obligors a right to cure any default. At Lender's option, any accrued and unpaid interest, fees or charges may, for purposes of computing and accruing interest on a daily basis after the due date of the Note or any installment thereof, be deemed to be a part of the principal balance, and interest shall accrue on a daily compounded basis after such date at the Default Rate provided in this Note until the entire outstanding balance of principal and interest is paid in full. Lender is hereby authorized at any time to set off any charge against any deposit accounts of any Obligor, as well as any money, instruments, securities, documents, chattel paper, credits, claims, demands, income and any other property, rights and interests of any Obligor which at any time shall come into the possession or custody or under the control of Lender or any of its agents, affiliates or correspondents, without notice or demand, any and all obligations due hereunder. Additionally, Lender shall have all rights and remedies available at law or in equity. Any judgment rendered on this Note shall bear interest at the highest rate of interest permitted pursuant to Chapter 687, *Florida Statutes*.

The failure at any time of Lender to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of Lender shall be cumulative and may be pursued singly, successively or together, at the option of Lender. The acceptance by Lender of any partial payment shall not constitute a waiver of any default or of any of Lender's rights under this Note. No waiver of any of its rights hereunder, and no modification or amendment of this Note, shall be deemed to be made by Lender unless the same shall be in writing, duly signed on behalf of Lender; each such waiver shall apply only with respect to the specific instance involved, and shall in no way

impair the rights of Lender or the obligations of Obligor to Lender in any other respect at any other time.

This Note and the rights and obligations of Borrower and Lender shall be governed by and interpreted in accordance with the law of the State of Florida. In any litigation in connection with or to enforce this Note or any endorsement or guaranty of this Note, each Obligor irrevocably consents to and confers personal jurisdiction on the courts of the State of Florida or the United States located within the State of Florida and expressly waives any objections as to venue in any such courts. Nothing contained herein shall, however, prevent Lender from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available under applicable law.

Notwithstanding anything contained in this Note to the contrary, Lender shall never be deemed to have contracted for or be entitled to receive, collect or apply as interest on this Note, any amount in excess of the amount permitted and calculated at the Maximum Rate, and, in the event Lender ever receives, collects or applies as interest any amount in excess of the amount permitted and calculated at the Maximum Rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of this Note, and, if the principal balance of this Note is paid in full, any remaining excess shall forthwith be paid to Borrower. In determining whether or not the interest paid or payable under any specific contingency exceeds the Maximum Rate, Borrower and Lender shall, to the maximum extent permitted under applicable law, (i) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense, fee, or premium, rather than as interest, (ii) exclude voluntary prepayments and the effect thereof, and (iii) spread the total amount of interest throughout the entire contemplated term of this Note. The term "**Maximum Rate**" shall mean, as to Lender, the maximum nonusurious interest rate, if any, that at any time, or from time to time, may be contracted for, taken, reserved, charged, or received on the indebtedness evidenced by this Note under the laws which are presently in effect of the United States and the State of Florida applicable to Lender and such indebtedness or, to the extent permitted by applicable law, under such applicable laws of the United States and the State of Florida which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws now allow.

To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

Time is of the essence hereunder.

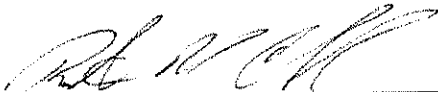
In this Note, whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

BORROWER BY ITS EXECUTION HEREOF KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, ANY RIGHT WHICH IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, ACTION, SUIT OR PROCEEDING (WHETHER AT LAW OR IN EQUITY) BASED ON THIS NOTE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY OF THE TRANSACTIONS PROVIDED IN THIS NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY OR THEIR RESPECTIVE OFFICERS, PRINCIPALS, PARTNERS, EMPLOYEES, AGENTS OR REPRESENTATIVES IN CONNECTION WITH THE SUBJECT MATTER OF THIS NOTE, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS-CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE. BORROWER SHALL NOT SEEK TO CONSOLIDATE ANY SUCH LITIGATION, ACTION, SUIT OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER'S ACCEPTANCE OF THIS NOTE.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:



Robert Clark, as sole owner and Director
of AEGIS TELECOM, INC.

THIS IS A BALLOON NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$ 100,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MAKERS UNDER THE TERMS OF THIS NOTE.

Florida Documentary Stamp Tax

Florida documentary stamp tax in the amount required by law is payable with respect to this Note.

Attachment B

Financial Information

(FILED AS CONFIDENTIAL AND PROPRIETARY)

Attachment C

**Management information including contract between Aegis
Telecom, Inc and Telecom Service Bureau, Inc.**

Robert N. Clark
18 Hemlock Radial Loop
Ocala, FL 34480
(352) 425-8593

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

General Manager

High Tech Communications, Inc.
Ocala, FL 34480

November 2009 - Present

- Managed overall business process for the Company owners.
- Negotiate with vendors, outsourcers, and contractors to secure products and services
- Conduct research and make recommendations on network and telecommunications products, services, protocols, and standards in support of procurement and development efforts.
- Validate accuracy of invoices, manage monthly budget reconciliation, assign network and telecom costs to appropriate accounting units.
- Establish and maintain regular written and in-person communications with the organization's executives, decision-makers, stakeholders, department heads, and end users regarding pertinent network and telecom activities.
- Provide visible leadership on technology strategy and implementation, including input into the development of roadmaps for long range technical plans.

Technician

December 2008–November 2009

Raptor Technologies

Knoxville, TN

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

Technician

September 2007–November 2008

Epic Technologies

Cookeville, TN

- 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

October 2004–September 2007

High Tech Communications

Ocala, FL

- 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

November 1999–October 2004

Ocala Computer Consulting, Inc.

Ocala, FL

- 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

June 1999–November 1999

Auto Insurance World.

Ocala, FL

- 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 1998

A.S. Electronics Engineering

References Available on request.

Biography of Robert Clark
Tennessee Data Request
11/10/2010

Robert Clark was a graduate of Helena College of Technology in 1998, and holds an A.S. Degree in Electronics Engineering. He began his career with Auto Insurance World in 1999 managing the computer networks and computer installations. He became a prominent business owner over the next 5 years as owner of Ocala Computer Consulting, Inc. He installed and maintained computer networks for various clients, handled purchasing and receiving of equipment, and developed basic business card web sites. In 2004 he began working for High Tech Communications out of Ocala Fl. His duties were to install and maintain computer networks, handled purchasing and receiving of equipment, office management of daily tasks of office personnel, and Director of Sales to include implementing estimates and acquisition. In 2007, Robert moved to Tennessee where he worked at Epic Technologies for a brief time before landing a job at Raptor Technologies where he handled installations and troubleshooting of Toshiba and ESI voice networks and planned and installed the structured cabling for these projects. In 2008, Robert moved back to Ocala, where he assumed the General Manager position of High Tech Communications where he manages the business processes for the company owners once again. With Robert at the helm, the company has seen a growth in new business. Robert's duties include negotiating with vendors, outsourcers, and contractors to secure products and services, conduct research and make recommendations on network and telecommunications products, services, protocols and standards in support of procurement and developmental efforts. He validates the accuracy of invoices, manages monthly budget reconciliations, and assigns network and telecom costs to appropriate accounting units. Robert's accomplishments include 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); and CompTIA Certifications (Net+). Robert Clark has gained many strengths over the years that would benefit any company, such as project managing and team building; staffing, budgeting, and scheduling; Call Center Management, Telephony, and integration; and structured cabling to EIA/TIA industry standards.

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the "Agreement") is made and entered into by and between **TELECOM SERVICE BUREAU, INC.**, a Florida corporation ("TELECOM"), located at 2303 Southeast 17th St. Suite #102, Ocala, Florida 34471, and **AEGIS TELECOM, INC.** a Florida corporation with offices at 5800 Central Avenue Pike #2805 Knoxville, TN 37912 ("Aegis Telecom") (collectively the "Parties"). The effective date of this Agreement shall be the 1st day of January, 2010 (the "Effective Date"),

RECITALS

WHEREAS, AEGIS TELECOM operates a fully licensed and compliant Competitive Local Exchange Carrier ("CLEC") located in the City of Ocala, Marion County, Florida;

WHEREAS, AEGIS TELECOM requires the management services of an organization or entity with the necessary experience and expertise to successfully manage, market, and operate a CLEC; and

WHEREAS, TELECOM currently possesses the management expertise AEGIS TELECOM needs to manage and operate a CLEC, and has agreed to provide same to AEGIS TELECOM in accordance with the terms of this Agreement (herein sometimes called the "Management Services Agreement"); and

WHEREAS, the Parties have determined it would be beneficial to AEGIS TELECOM for TELECOM to provide management and oversight services to AEGIS TELECOM with respect to the operation of AEGIS TELECOM's business.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

RECITALS AND DEFINITIONS

1.1 Recitals. The above Recitals are true and correct, and are hereby incorporated by reference.

1.2 Definitions.

1.2.1 The term "Management Services" shall have the meaning set forth in Section 2.2 and Exhibit "2.1" to this Agreement.

1.2.2 The term "CLEC" shall mean a Competitive Local Exchange Carrier.

ARTICLE 2

SCOPE OF AGREEMENT

2.1 Management Services. TELECOM shall provide to AEGIS TELECOM the management and administrative services as described in Exhibit "2.1" to this Agreement (the "Services"). TELECOM shall consistently and continuously exert its best efforts in furnishing the Services, which it shall provide in a commercially reasonable and quality manner.

ARTICLE 3

FEEES

3.1 Management Fees. As compensation for the Management Services furnished by TELECOM, AEGIS TELECOM shall pay TELECOM as follows:

3.1.1 A management fee for the Services provided hereunder in an amount equal to \$ 6 for each customer (the "Management Fee"). The Management Fee shall be payable within fifteen (15) days from the end of the month in which the services were performed.

3.1.2 TELECOM agrees that the compensation as provided in this Section shall be the only compensation to which it is entitled hereunder.

ARTICLE 4

OWNERSHIP AND MAINTENANCE OF RECORDS

AEGIS TELECOM shall be the sole and exclusive owner of all information and records generated by its business and operations. TELECOM shall assure that adequate, secure filing and storage space for such records shall be provided and that it will place reasonable and appropriate physical, administrative and technical safeguards to protect the privacy and confidentiality of the aforementioned records. Notwithstanding any other provision of this Agreement, TELECOM shall not limit AEGIS TELECOM's access to such records. Upon termination of this Agreement, TELECOM shall permit AEGIS TELECOM to enter onto the premises to remove the records referenced above, unless AEGIS TELECOM has breached any term or condition of this Agreement. This provision shall survive termination of this Agreement.

ARTICLE 5

INDEMNIFICATION

The Parties hereto shall indemnify and hold each other, and their successors and assigns, harmless from and against any and all liabilities, claims, costs, leases, damages, expenses and attorneys' fees, resulting from or attributable to the negligent acts or omissions, or intentional misconduct of its officers, directors, agents or employees.

ARTICLE 6

TERM AND TERMINATION

The term of this Agreement shall be for three (3) year beginning on the Effective Date and terminating on the third anniversary of the Effective Date (the "Term"), unless earlier terminated in accordance with the terms hereof. This Agreement shall renew automatically for up to two (2) additional three (3) year terms if not otherwise terminated hereunder.

6.1 Termination without Cause. TELECOM may terminate this Agreement without cause upon no less than sixty (60) days prior written notice to AEGIS TELECOM. After the last date of the thirtieth (30th) month of the Effective Date of this Agreement, AEGIS TELECOM may terminate this Agreement without cause upon no less than sixty (60) days prior written notice to TELECOM.

6.2 Termination for Cause – AEGIS TELECOM. AEGIS TELECOM may terminate this Agreement for the following reasons:

6.2.1 Upon the filing of a voluntary petition for bankruptcy or reorganization by TELECOM, or petition for the appointment of a receiver of any or all assets of TELECOM; consent by TELECOM to an order for relief under federal bankruptcy laws; or the entry of an order, judgment or decree adjudging TELECOM bankrupt or insolvent, or which appoints a receiver, trustee, liquidator or other such person for any or all assets of TELECOM;

6.2.2 Upon any noncompliance or other material breach of the provisions of this Agreement by TELECOM, if TELECOM does not cure said noncompliance or material breach within thirty (30) days after written notice thereof from AEGIS TELECOM.

6.3 Termination for Cause – TELECOM. TELECOM may terminate this Agreement upon written notice to AEGIS TELECOM:

6.3.1 Upon the revocation of AEGIS TELECOM's license to operate as a CLEC;

6.3.2 Upon any noncompliance or other material breach of the provisions of this Agreement by AEGIS TELECOM, if AEGIS TELECOM does not cure said noncompliance or material breach within thirty (30) days after written notice thereof from TELECOM;

6.3.3 Upon the noncompliance with any federal, state, or local regulations.

ARTICLE 7

CONFIDENTIALITY

7.1 Non-disclosure of Information. TELECOM agrees that during the period of this

Agreement, TELECOM shall not in any fashion, form or manner, directly or indirectly, divulge, disclose, or communicate to any individual or entity or utilize for TELECOM's own benefit or the benefit of any individual or entity in any manner whatsoever, any information of any kind, nature, or description concerning any matters affecting or relating to the business of AEGIS TELECOM including, but not limited to: any of AEGIS TELECOM's fee schedules; log of contacts relative to AEGIS TELECOM's business; AEGIS TELECOM's manner of operation; research and development efforts; policies; procedures; protocols; processes; sales data; operating profit; marketing or research plans; business methods; strategic plans; formulas; costs; training materials; manuals; techniques; designs or computer software including information or programs developed for personal computers or stored on transportable media; proposals; competitive information; financial and other projections relating to any business or field of endeavor of or by AEGIS TELECOM; the terms of any of AEGIS TELECOM's contracts; or any other information concerning the business of AEGIS TELECOM of any kind, nature or description, regardless of whether the same has been marked "confidential," except with the express written consent of AEGIS TELECOM or as may be required by law or court order subpoena (including but not limited to the "Sunshine Law" of the State of Florida as set forth in Florida Statute §286.011 and Article I, Section 4, of the Florida Constitution). The information described above shall be hereinafter collectively referred to as "Confidential Information."

7.2 Confidential Information and Records. TELECOM shall preserve the confidentiality of all customer information as required by state and federal law. All customer lists generated by, through, or on behalf of AEGIS TELECOM shall be the sole and exclusive property of AEGIS TELECOM.

7.3 Access To TELECOM Information. TELECOM shall make available to AEGIS TELECOM such information and records as AEGIS TELECOM may reasonably request to facilitate AEGIS TELECOM's compliance with requirements of any federal, state, or local regulations, or by the Public Service Commission, USAC, or the Federal Communications Commission, and to facilitate AEGIS TELECOM's substantiation or compliance of its reasonable cost or other claim for reimbursement in accordance with requirements applicable to AEGIS TELECOM pursuant to the Medicare and Medicaid programs.

ARTICLE 8

INDEPENDENT CONTRACTORS

8.1 The relationship between AEGIS TELECOM and TELECOM shall be exclusively that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or other such relationship between AEGIS TELECOM and either TELECOM or its employees. Neither party shall have the right or authority to bind the other, or make any promises or representations on the other party's behalf. AEGIS TELECOM shall not have nor exercise any control, supervision, or discretion over the methods by which TELECOM and its employees provide the Services, except as otherwise provided in this Agreement. AEGIS TELECOM shall look to TELECOM for results only, and shall have no right at any time to direct or supervise TELECOM's employees in the performance of the Services

provided by TELECOM's employees or as to the manner, means and method by which such Services are performed by TELECOM's employees. All TELECOM employees that provide Services to AEGIS TELECOM pursuant to this Agreement, shall be and remain the employees of TELECOM at all times, and shall not at any time or for any purpose whatsoever be employees or agents of AEGIS TELECOM. However, TELECOM's employees agree to abide by the policies and procedures of AEGIS TELECOM while on AEGIS TELECOM's premises or providing Services to AEGIS TELECOM.

8.2 Insurance. TELECOM shall keep in force at all times during this Agreement, workers' compensation insurance covering TELECOM employees who provide Services to AEGIS TELECOM in such amounts as are required by applicable law. Upon AEGIS TELECOM's written request, TELECOM will provide AEGIS TELECOM with a Certificate of Insurance from TELECOM's insurance carrier(s) verifying these coverages.

8.3 Billing to Third Parties. To the extent that TELECOM bills any third party payor for the Services performed by a TELECOM employee, such billings shall be assigned to AEGIS TELECOM in accordance with existing law and/or contractual obligation.

ARTICLE 9

ADMINISTRATIVE PROVISIONS

9.1 Amendment. No amendment, revocation, change or modification of this Agreement shall be valid unless the same be in writing and signed by the Parties hereto.

9.2 Assignment. This Agreement, including each and every right and obligation referenced herein, shall not be assigned by TELECOM without the express prior written consent of AEGIS TELECOM.

9.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

9.4 Enforcement Costs. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such party or parties may be entitled.

9.5 Entire Agreement. This Agreement (together with all Exhibits attached hereto, contains, and is intended as, a complete statement of all of the terms of this Agreement between the Parties with respect to the matters provided for herein and supersedes any previous agreements and understandings (whether written or oral) between the Parties. All Exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated as if fully set forth herein.

9.6 Execution/Authority. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he is signing.

9.7 Gender and Number. When the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

9.8 Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Florida.

9.9 Headings. The headings of the articles and sections of this Agreement have been inserted for convenience of reference only, and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Agreement. References in this Agreement to Articles and Sections are to the articles and sections of this Agreement.

9.10 Limitation on Authority. Without the express written consent of AEGIS TELECOM, TELECOM shall have no apparent or implied authority to do the following acts:

9.10.1 Extend the credit of AEGIS TELECOM.

9.10.2 Bind AEGIS TELECOM under any contract, agreement, note, mortgage, or other obligation.

9.10.3 Discharge any debt due AEGIS TELECOM.

9.10.4 Sell, mortgage, transfer, or otherwise dispose of any assets of AEGIS TELECOM.

9.11 Notice. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other party.

To AEGIS TELECOM:
AEGIS TELECOM, INC.
5800 Central Avenue Pike #2805
Knoxville, TN 37912
Attn: Robert Clark, owner

AND

To TELECOM:
TELECOM SERVICE BUREAU, INC.

2303 Southeast 17th St. Suite #102,
Ocala, Florida 34471
Attn: Joseph S. Fernandez, President

9.12 Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9.13 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

9.14 Venue. Any action or proceeding seeking to enforce any provision, or based on any right arising out of, this Agreement, shall be brought against either of the Parties in the courts of the State of Florida, County of Martin and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere.

9.15 Waiver. No failure by a party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any party may waive compliance by the other party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

AEGIS TELECOM, INC.

a Florida corporation

By: 

Name: Robert Clark

Title: Owner

Date: 7-26-07

TELECOM SERVICE BUREAU, INC.

a Florida corporation

By: 

Name: Joseph S. Fernandez

Title: President

Date: 7/19/10

EXHIBIT "2.1"

MANAGEMENT SERVICES

TSB shall provide the following management services:

-Consulting

(How to maintain market and upgrade your CLEC, proper billing for your customers, helpful programs and platforms, referral for long distance providers, recommend/refer Attorney's needed to facilitate your CLEC's success, advisory related to structuring your CLEC)

-Quality Management

(To include required report filings for each state you provide service, quarterly if required and annually. Federally required annual reports, Federal/State compliance deemed for CLECS by the Public Service Commission, USAC and the FCC. Complaint handling is also provided if complaints should be made by customers to include: the Better Business Bureau, the Public Service Commission and USAC).

-Institutional Support

(To include overhead charges and operational expenses, office facilities, human resources, promotions, purchasing, equipment, inventory and community relations)

-Capital Expenditures

(To include upgrading related to facilities and operations management)

-Accounting

(To include billings to customers and payments from customers, CLEC expenditures incurred by State or Federal Revenues and your ILEC provider, CLEC account management in Quickbooks with categorized accounts payable and receivable per expense, all categories broken down by state and month.)

-Operations Maintenance

(Utilities, custodial and supportive services)

*For a fee of \$6.00 per customer, we can provide phone lines to answer calls from your customers at our Call Center. These fees includes telephone line maintenance and set up of an IVR platform for information to your customers about your company and direct the calls to appropriate Representatives to answer their specific questions. The Telecom Service Bureau Call Center employs experienced Customer Representatives who are very knowledgeable regarding telecommunication software entry, answering specific customer inquiries and are experienced liaisons between the Customer, CLEC and ILEC. They are evaluated daily by supervisors and monitors. Our Customer Representatives are trained routinely and very courteous and will give your customers exceptional customer service through a script that we create for you or you provide to us. This script will provide the customer information you wish him/her to hear when they call your company. We operate through Quicktel, a billing/service platform/order/payment program. It is required to use Quicktel for your business if you wish to have these services provided at our Call Center.

*Optional Services provided for an additional Fee:

-Telecom Service Bureau, Inc. can set up your business's long distance provider and pay the monthly bill incurred to that carrier for you. The total long distance provided and associated cost incurred by the long distance carrier will be provided to you on your monthly Telecom Service Bureau invoice. There will be no up charge by Telecom Service Bureau for this service.

-Telecom Service Bureau can provide our Consultant who has developed software to dispute cost incurred monthly from your ILEC invoice. This can significantly reduce the monthly total owed to the ILEC and is strongly recommended for an additional charged billed separately and will provided on your monthly bill.

Attachment D

Sworn Statement from Aegis Telecom, Inc.

Aegis Telecom Inc.

TN Data request

Due 11/10/10

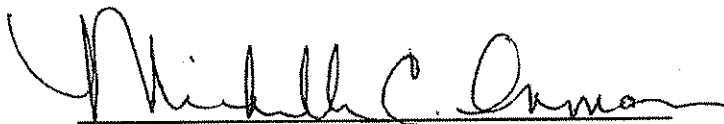
I, Robert Clark, as an authorized officer of the company, Aegis Telecom, Inc. do hereby swear that all applicable state and federal laws and TRA rules will be adhered to by Aegis Telecom, Inc.



Robert Clark

President

Aegis Telecom, Inc.



Witness

