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T.R.A. DOCKET ROOM



Sharla Dillon
Dockets and Records Manager, Utilities Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

10-00215

Re: WiMacTel, Inc. - Application for Certificate to Provide Facilities-Based Competing Local Exchange Telecommunications Services

Dear Ms. Dillon,

Enclosed for filing are the original and thirteen (13) copies of the Application for Certificate to Provide Facilities-Based Competing Local Exchange Telecommunications Services filed on behalf of WiMacTel, Inc. Also enclosed is the \$50 filing fee.

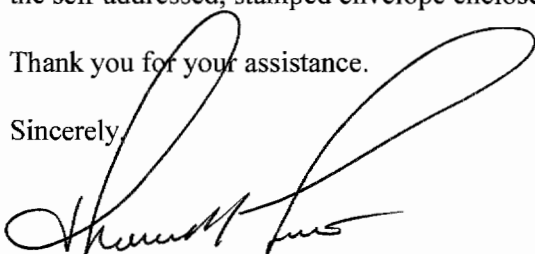
The Company's financials are being filed as confidential under separate cover.

Questions regarding this filing may be directed to my attention at (407) 740-3001 or via e-mail at tforte@tminc.com.

Please acknowledge receipt of this filing by returning, file-stamped the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,


Thomas M. Forte
Consultant to WiMacTel, Inc.

Enclosure
TMF/mp

cc: James MacKenzie – WiMacTel (E-Mail)
Service List
file: WiMacTel - TN Local
WiMacTel - TN IXC
TMS: TN11000

BEFORE THE TENNESSEE REGULATORY AUTHORITY

| | | |
|---|---|----------------------|
| IN THE MATTER OF WIMACTEL, INC. FOR A |) | |
| CERTIFICATE TO PROVIDE COMPETING LOCAL |) | |
| EXCHANGE TELECOMMUNICATIONS SERVICES) | | TRA Docket No. _____ |
| ON A FACILITIES AND RESOLD BASIS AND |) | |
| LONG DISTANCE SERVICE ON A RESOLD BASIS |) | |
| THROUGHOUT THE STATE OF TENNESSEE |) | |

**APPLICATION OF WIMACTEL, INC.
FOR A CERTIFICATE TO PROVIDE FACILITIES-BASED COMPETING LOCAL
EXCHANGE TELECOMMUNICATIONS SERVICES ON A FACILITIES AND RESOLD
BASIS AND LONG DISTANCE SERVICE ON A RESOLD BASIS**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), WiMacTel, Inc. ("WiMacTel" or "Applicant") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant it authority to provide facilities-based local exchange telecommunications services, including exchange access telecommunications services, resold local exchange telecommunications services, and resold long distance services within the State of Tennessee. WiMacTel is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201.

In support of its Application, WiMacTel, Inc. submits the following:

I. Administrative Requirements

1. The full name and corporate address of the Applicant is:

WiMacTel, Inc.
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

2. Questions regarding this application should be directed to:

Thomas M. Forte, Consultant to WiMacTel, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
Phone: (407) 740-3001
Facsimile: (407) 740-0613
E-Mail: tforte@tminc.com

3. Contact name and address at the Applicant is:

James MacKenzie
President, Chief Executive Officer and Secretary
WiMacTel, Inc.
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240
Telephone: (888) 476 - 0881
Facsimile: (403) 398 - 0714
Toll-Free: (888) 476 - 0881
Email: james.mackenzie@quortechequities.com

4. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See Exhibit A.

5. Corporate Principal Officers (names and address):

The names and address of the Applicant's corporate officers are listed in Exhibit B of this Application.

6. Principal Officers in Tennessee (names and address if different from corporate):

The Applicant does not have any employees in the State of Tennessee. Applicant operations will be managed centrally at the North Carolina location.

7. Copy of Articles of Incorporation:

WiMacTel, Inc. was incorporated in the state of Delaware on 5/4/2010. A copy of WiMacTel's Articles of Incorporation and amendments are provided in Exhibit C.

8. Copy of license to do business in the state of Tennessee.

See Exhibit D.

II. Managerial Requirements

WiMacTel has the managerial expertise to provide facilities-based local exchange services within the State of Tennessee. WiMacTel has an excellent senior management team, backed by experienced employees, who are competent in telephony engineering, operations and marketing. Exhibit E contains biographies of the senior management team of WiMacTel.

III. Technical Requirements

Proposed network data:

1. Geographic area coverage
WiMacTel intends to offer service throughout the entire state of Tennessee.
2. The Applicant intends to offer voice grade local services as well as other services to business customers. It will offer the services listed in TRA 1220-4-8-.04(3)(b), including (1) access to 911 and E911 emergency service; (2) white page directory listings and directory assistance; (3) consumer access to and support for the Tennessee Relay Center in the same manner as the incumbent local exchange telephone companies; (4) free blocking service for 900/976 pay per call services in accordance with TRA policy; (5) Lifeline and Link-up services to qualifying citizens of the state; (6) educational discounts in existence as of June 6, 1995.
3. The Applicant will rely on its underlying carriers for network facilities, but also has significant technical expertise within the Applicant (see Exhibit E for biographies of senior management.)
4. There will be no special CPE requirements for the Applicant's services that would not be compatible with an incumbent carrier.
5. Repair and Maintenance:
 - a. The company will be the initial point of contact for all IXC, CLEC and operator calls billed through the LEC or via a credit card. Customers can contact the Company through the toll free customer service number [(888) 476 - 0881] which will be provided on the bill. The Customer Service Department will be open 24 hours per day, 7 days per week.
 - b. The Applicant's toll free telephone number for customer inquiries, complaints and repair is (888) 476 - 0881.
 - c. Customers may contact the company in writing at the headquarters address indicated below.

WiMacTel, Inc.
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

5. Repair and Maintenance (Cont'd):

- d. Name and address of Tennessee contact person responsible for and knowledgeable about provider operations:

Dave Askeland
WiMacTel, Inc.
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

IV. Financial Requirements

1. Estimated cost of network, switches, and unbundled network elements (UNEs):

WiMacTel is not proposing at this time to build a network or to deploy switches, but will utilize network and switching provided by AT&T – Tennessee. Network elements and facilities used for interconnection will be provisioned according to the interconnection agreement between AT&T-Tennessee and WiMacTel.

2. Most recent audited financial statements

WiMacTel is a start-up company that has not yet initiated operations in any state. The Company is providing the Consolidated July 31, 2010 and Year End 2009 Financial Statements of its parent company, QuorTech Equities, LTD. as proof of its ability to provide services within Tennessee.

3. Projected financial statements (3 years)

Exhibit F-2 contains the 3 year financial projections for WiMacTel's financial projections for its Tennessee operations.

4. Capital Expenditures Budget (3 years)

Not applicable. No construction is expected to be undertaken by WiMacTel. The cost of its Tennessee operations will consist of leasing unbundled elements, marketing, and additional administrative and sales overhead. The incremental administrative and sales costs are not projected to be significant for the Applicant.

5. Bond Requirement

The Applicant is in the process of obtaining a corporate surety bond and will file the information under separate cover.

V. Small and Minority-Owned Telecommunications Business Participation Plan.

See Exhibit G.

VI. TRA Rules for Local Telecommunications Providers:

Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. Please see Exhibit H.

VII. Toll Dialing Parity Plan for Applicant's Providing Voice Grade Service:

See Exhibit I

VIII. Numbering Issues:

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

None
2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

None
3. When and in what NPA do you expect to establish your service footprint?

The Applicant intends to offer service in territory currently served by AT&T-Tennessee.
4. Will the company sequentially assign telephone numbers within NXXs?

Not Applicable
5. What measures does the company intend to take to conserve Tennessee numbering resources?

Not Applicable
6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

Not Applicable

IX. Tennessee Specific Operational Issues:

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

Initially, WiMacTel plans to mirror or offer the calling areas of AT&T-Tennessee for its local service offerings. To the extent that AT&T-Tennessee provides countywide toll-free calling, WiMacTel will as well.

2. Is the company aware of the Tennessee County Wide Calling database maintained by AT&T-Tennessee and the procedures to enter your telephone numbers on the database?

Yes, the Applicant is aware of the database and the procedures involved.

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

Yes. The Applicant is aware of all local calling areas provided by the Incumbent Local Exchange Carriers within Tennessee.

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

The Applicant will mirror the local calling areas of the ILEC.

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

James MacKenzie
President, Chief Executive Officer and Secretary
WiMacTel, Inc.
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240
Telephone: (888) 476 - 0881
Facsimile: (403) 398 - 0714
Toll-Free: (888) 476 - 0881
Email: james.mackenzie@quortechequities.com

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

At this time, the Applicant does not intend to telemarket its services in Tennessee. If it ultimately decides to use telemarketing in the future, it will comply with all applicable Tennessee statutes and rules.

X. Miscellaneous

1. Pre-filed testimony:

The Applicant has submitted pre-filed testimony with its Application.

2. Tariffs

Upon certification and prior to commencing service, WiMacTel will file a proposed tariff for its end user local exchange offerings (containing rates along with terms, and conditions of service) and its access services.

3. Identify all states where certified as a telecommunications provider and the status of states certification is pending.,

See Exhibit J

4. Applicant's involvement in any mergers or acquisitions.

WiMacTel is not involved in any mergers or acquisitions.

5. Customer Deposits

WiMacTel does not require customer deposits.

6. Complaint History

The Applicant has not received any complaints filed with state or federal regulatory agencies.

7. Service Area

WiMacTel proposes to offer its interexchange toll services throughout the State of Tennessee. The Company also proposes to offer local exchange service in areas currently served by AT&T-Tennessee which are designated open to competition. Currently, the Applicant does not intend to offer service in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines.

XI. Public Interest

Grant of WiMacTel's Application to provide facilities-based local exchange services is in the public interest and serves the public convenience and necessity. In enacting the Federal Telecommunications Act of 1996, the United States Congress determined that it is in the public interest to promote competition in the provision of telecommunications services, including local exchange services. Experience with competition in other telecommunications markets, such as long distance, competitive access, and customer premises equipment, demonstrates the benefits that competition can bring to consumers. Consumers are enjoying increased services, lower prices, higher quality, and greater reliability. This is true not only with respect to the service offerings of the new entrants, but also as a result of the response of incumbent monopoly providers to the introduction of competition.

WiMacTel's proposed services will provide multiple public benefits by increasing the competitive choices available to users in Tennessee. Enhanced competition in telecommunications services likely will further stimulate economic development in Tennessee. In addition, increased competition will create incentives for all carriers to offer lower prices, more innovative services, and more responsive customer service.

XII. Statement of Compliance:

WiMacTel agrees to abide by TCA §65-4-201 and all applicable state statutes and all applicable Orders, Rules and Regulations entered and adopted by the Tennessee Regulatory Authority.

WHEREFORE, WiMacTel, Inc. respectfully requests that the Commission enter an Order granting WiMacTel's Application for a Certificate to Provide Facilities-Based Competing Local Telecommunications Services throughout the State of Tennessee.

Respectfully submitted this 28th day of October, 2010.



James MacKenzie
President, Chief Executive Officer and Secretary
WiMacTel, Inc.

VERIFICATION

STATE OF FLORIDA)
) : ss
COUNTY OF ORANGE)

I, James MacKenzie, hereby declare under penalty of perjury, that I am President, Chief Executive Officer and Secretary of WiMacTel, Inc., the Petitioner in this proceeding; that I am authorized to make this verification on behalf of WiMacTel, Inc.; that I have read the foregoing Petition and exhibits; and that the facts stated therein are true and correct to the best of my knowledge, information and belief.



James MacKenzie
President, Chief Executive Officer and Secretary
WiMacTel, Inc.

Sworn and subscribed before me this 28th day of October, 2010.

My Commission expires _____

Kathleen Steinke
Signature of official administering oath



WIMACTEL, INC.

Exhibit A

Corporate Structure

WiMacTel, Inc. is a wholly owned subsidiary of QuorTech Equities. QuorTech also operates QuorTech Solutions, iTechnology (Customer Service and Support Inc.) and iTechnology Digital Advertising Solutions. The three sister companies of WiMacTel are not located within nor do they provide any form of telecommunications services within the United States.

WIMACTEL, INC.

Exhibit B

List of Officers

WIMACTEL, INC.

The following individuals are officers of WiMacTel, Inc. and may be contacted at the Applicant's headquarters located 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240:

James MacKenzie

President, Chief Executive Officer and Secretary

John Wilson

Chief Technical Officer and Director

WIMACTEL, INC.

Exhibit C

Articles of Incorporation

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "WIMACTEL INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE FOURTH DAY OF MAY, A.D. 2010, AT 4:56 O'CLOCK P.M.

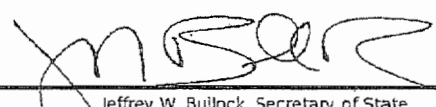
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "WIMACTEL INC.".

4819548 8100H

100492066

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7986765

DATE: 05-11-10

RECEIVED MAY 13 2010

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:13 PM 05/04/2010
FILED 04:56 PM 05/04/2010
SRV 100460829 - 4819548 FILE

**CERTIFICATE OF INCORPORATION
OF
WIMACTEL INC.**

FIRST: The name of the corporation is WiMacTel Inc. (the "Corporation").

SECOND: The Corporation's registered office in the State of Delaware is located at 222 Delaware Avenue, 9th Floor, Wilmington, New Castle County, Delaware. The Corporation's registered agent at that address is The Delaware Corporation Agency, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful acts or activities for which a corporation may be organized under the General Corporation Law of the State of Delaware, as amended from time to time (the "General Corporation Law").

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is Five Thousand (5,000) shares of common stock, \$.01 par value.

FIFTH: The name and mailing address of the incorporator are Martha H. Norton, P.O. Box 25130, Wilmington, DE 19899.

SIXTH: Except as otherwise provided in Section 102(b)(7) of the General Corporation Law, or in any analogous provision of any successor law, no director of the Corporation shall have personal liability to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the foregoing paragraph, or the adoption of any provision hereof inconsistent with this Article SIXTH, shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification shall not adversely affect any right or protection of any director of the Corporation existing at the time of, or increase the liability of any directors of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

SEVENTH: The Corporation reserves the right to amend, alter, change and repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law and all rights conferred on officers, directors and stockholders herein are granted subject to this reservation.

EIGHTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, amend and repeal the By-Laws of the Corporation.

{BAY:01541909v1}

RECEIVED MAY 13 2010

NINTH: The election of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of this 4th day of May, 2010


Marla H. Norton, Incorporator

{BAY:01541909v1}

TOTAL P.03

RECEIVED MAY 13 2010

WIMACTEL, INC.

Exhibit D

Tennessee Secretary of State Authority



RECEIVED JUN 07 2010

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

WiMacTel Inc.
1882 Porter Lake Drive
Suite 101
Sarasota, FL 34240 USA

June 3, 2010

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

| | | | |
|----------------|----------------------------------|-------------------|------------|
| Control # : | 632601 | Formation Locale: | Delaware |
| Filing Type: | Corporation For-Profit - Foreign | Date Formed: | 05/04/2010 |
| Filing Date: | 06/02/2010 11:41 AM | Fiscal Year Close | 12 |
| Status: | Active | Annual Rpt Due: | 04/01/2011 |
| Duration Term: | Perpetual | Image # : | 6727-0352 |

Document Receipt

| | | |
|--|-------------|----------|
| Receipt # : 191236 | Filing Fee: | \$600.00 |
| Payment-Check/MO - TECHNOLOGIES MANAGEMENT, INC., WINTER PARK, FFL | | \$600.00 |

Registered Agent Address

National Registered Agents, Inc.
2300 Hillsboro Road
Suite 305
Nashville, TN 37212 USA

Congratulations on the successful filing of your **Certificate of Authority** for **WiMacTel Inc.** in the State of Tennessee which is effective on the date shown above.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett, Secretary of State
Business Services Division

Processed By: Debbie Pruitt

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(FOR PROFIT)

FILED

RECEIVED
For Office Use Only
STATE OF TENNESSEE

2010 JUN -2 AM 11:41

TRE HARGETT
SECRETARY OF STATE

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is WiMacTel Inc.

*If different, the name under which the certificate of authority is to be obtained is _____

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. *If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Delaware

3. The date of its incorporation is 05/04/2010 (must be month, day, and year), and the period of duration, if other than perpetual, is perpetual

4. The complete street address (including zip code) of its principal office is
1882 Porter Lake Drive Suite 101 Sarasota FL/Sarasota
Street City State/County

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is
2300 Hillsboro Road Suite 305 Nashville TN/Davidson
Street City State/County
Registered Agent National Registered Agents, Inc.

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.) James MacKenzie CEO/President/Secretary/Treasurer 1882 Porter Lake Drive Suite 101 Sarasota, FL 34240
John Wilson CTO 1882 Porter Lake Drive Suite 101 Sarasota, FL 34240
Alvaro Quiro CMO 1882 Porter Lake Drive Suite 101 Sarasota, FL 34240

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.) James MacKenzie 1882 Porter Lake Drive Suite 101 Sarasota, FL 34240
John Wilson 1882 Porter Lake Drive Suite 101 Sarasota, FL 34240

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____. NOTE: Additional filing fees may apply. See Section 48-25-102(d).

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____, _____ (date), _____ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

5/27/10
Signature Date

CEO/President/Secretary/Treasurer
Signer's Capacity

WiMacTel Inc.
Name of Corporation
[Signature]
Signature
James MacKenzie
Name (typed or printed)

RECEIVED MAY 27 2010

WIMACTEL, INC.

Exhibit E

Resumes of Key Management

James MacKenzie, President & Chief Executive Officer, WiMacTel, Inc.

James is an accomplished executive with over 25 years of experience in Business Leadership, M&A, Sales and Marketing, Strategic Planning, Technology and cross functional management of all business disciplines. James has been involved in the public communications industry for over 15 years and has extensive experience in all aspects of the payphone business. He has held the following positions in his career prior to WiMacTel: President & CEO of QuorTech Solutions, Inc., the leading supplier of payphones, parts, and repair/refurbishment to the payphone industry, where he is responsible for overall management and strategic direction of the company, Group Vice President at Gores Technology Group where he was responsible for due diligence, formulation and execution of detailed operating plans and accountable for strategic direction and financial performance of a portfolio of companies providing direction to assigned CEO's and General Manager and Vice President, Nortel Networks Payphone Division where he was responsible for overall management and strategic direction of the payphone division as well as various other Technology, Product Management and Sales roles, Nortel Networks. James has a degree in Electrical Engineering and has been educated in Executive Finance at Queen's University in Kingston Ontario.

John Wilson, Vice President & Chief Technology Officer, WiMacTel, Inc.

John is an accomplished executive with over 20 years of experience in Technology, M&A, Strategic Planning and cross functional management. John has in depth experience in reviewing, acquiring and transitioning new businesses, and in operational management. John has been involved in the public communications industry for over 10 years and has extensive knowledge of existing and new technologies associated with the payphone business. He has held the following positions prior to WiMacTel: Vice President & CTO of QuorTech Solutions, Inc where he is responsible for all aspects of technology direction and delivery, M&A, Gores Technology Group where he was responsible for due diligence, technology centric analysis, intellectual property management and technology strategic planning and CTO of iTDi where he was responsible for overall technology strategy and delivery as well as various other Technology roles, Nortel Networks. John has a degree in Electrical Engineering Science from the University of Western Ontario, London and has been educated in Executive Finance at Queen's University, Kingston Ontario.

Alvaro Quiros, Vice President & Chief Marketing Officer, WiMacTel, Inc.

Al is an accomplished sales executive with over 20 years of experience in Sales, Account Management and Marketing. Al has in depth experience in analyzing and developing marketing strategies. Al has been involved in the public communications industry for over 18 years and has extensive knowledge and understanding of the payphone business case and life cycle management. He has held the following positions prior to WiMacTel: Vice President Sales, QuorTech Solutions, Inc. where he is responsible for sales and marketing to the United States, Mexico and Latin America as well as various other sales and account management roles for Elcotel Telecommunications which developed the first smart payphone for the Independent Payphone Provider in 1992. Al has a degree in Economics from Stetson University in Deland, Florida and the University of Madrid in Spain.

J.L. (JIM) BOLOKOSKI

Jim is a graduate from the University of Calgary with a Bachelor of Commerce Degree Accounting major, minor in Economics and Finance plus a professional designation as a Certified Management Accountant. He has over 25 years of business experience in a variety of roles including; Chief Executive Officer, Chief Financial and Chief Operating Officer displaying visionary growth and creative problem-solver techniques while operating in a fast-paced environment. His roles have touched all aspects of a corporation. He has additional training and experience in such key areas as; increasing shareholder value, business sustainability design and execution, corporate benchmarking and local and international taxation. He has worked with PricewaterhouseCoopers Securities Inc., the global leader in professional services specializing in a corporate finance advisory role involving the raising of capital, acquisitions and divestitures for all types of private and public organizations. Levering his vast experience with both private and public companies he has delivered numerous successful strategic and has successfully executed many operational and restructuring plans in addition to the design and implementation of several tax driven international operating structures. His experience has been gained within a wide range of industries that include: Professional services, Technology, Manufacturing, Oil and gas services, Information Technology, Real Estate development, Telecommunications, Services and Packaged and bundled software. Currently a CFO within the QuorTech Group of Company's including; WiMacTel Inc., QuorTech Solutions Inc., iTechnology Customer Service and Support Inc. and QuorTech Equities Ltd.

Dave Askeland, Chief Operating Officer, WiMacTel, Inc.

Dave is an accomplished executive with over 19 years of experience in Sales, Service and Technical Operations. He has an extensive background in Process Improvement and Operations Management. He has held the following positions prior to WiMactel: Regional Director and Manager, Sterling Payphones LLC in Atlanta, GA where he was responsible for managing day-to-day, multi site operations to maximize net operating income with limited resources, cut costs, and improve service route efficiency, equipment deployed in over 6,000 locations in 18 states, Vice President of Sales & Marketing, Davel Communications, Inc. in Cleveland, OH where he improved gross margins while maintaining annual revenue of \$50M through direct and indirect sales teams in a declining industry. Dave was Vice President, American Telemanagement Solutions in Red Bank, NJ where he provided industry expertise and acted as program manager for projects in the travel center and truck stop industries; financial turnaround, RPF process management, utility expense auditing, and strategic planning. He has also held positions with Toll Call, Inc., Hewlett Packard and Sprint. Dave has a MA in Psychology from the University of West Georgia and a BA in Business/Basic Studies from the University of South Florida.

WIMACTEL, INC.

Exhibit F1

Current Financial Statements

Financial statements are being filed as "Confidential" under separate cover.

WIMACTEL, INC.

Exhibit F2

Projected Financial Statements

WiMacTel, Inc.
Proforma Income Statement for Tennessee CLEC Services

| | Year 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Month | 1 | | | | | | | | | | | |
| Beginning of Period Customers | 0 | 100 | 108 | 117 | 126 | 136 | 147 | 159 | 171 | 185 | 196 | 206 |
| Customer Lines Added | 100 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 15 | 14 | 12 |
| Customer Lines Lost | | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 3 | 4 | 4 | 4 |
| End of Period Customers | 100 | 108 | 117 | 126 | 136 | 147 | 159 | 171 | 185 | 196 | 206 | 214 |
| Revenue | | | | | | | | | | | | |
| Recurring | \$2,100 | \$2,268 | \$2,449 | \$2,645 | \$2,857 | \$3,086 | \$3,332 | \$3,599 | \$3,887 | \$4,120 | \$4,326 | \$4,499 |
| Nonrecurring | \$2,925 | \$585 | \$632 | \$682 | \$737 | \$796 | \$860 | \$928 | \$1,003 | \$866 | \$803 | \$723 |
| Total | \$5,025 | \$2,853 | \$3,081 | \$3,328 | \$3,594 | \$3,881 | \$4,192 | \$4,527 | \$4,890 | \$4,986 | \$5,130 | \$5,222 |
| Cost of Goods Sold | \$3,266 | \$1,854 | \$2,003 | \$2,163 | \$2,336 | \$2,523 | \$2,725 | \$2,943 | \$3,178 | \$3,241 | \$3,334 | \$3,395 |
| Gross Margin | \$1,759 | \$999 | \$1,078 | \$1,165 | \$1,258 | \$1,359 | \$1,467 | \$1,585 | \$1,711 | \$1,745 | \$1,795 | \$1,828 |
| Bad Debt | \$251 | \$143 | \$154 | \$166 | \$180 | \$194 | \$210 | \$226 | \$244 | \$249 | \$256 | \$261 |
| SG&A Expenses | \$1,508 | \$571 | \$616 | \$666 | \$719 | \$776 | \$838 | \$905 | \$978 | \$997 | \$1,026 | \$1,044 |
| Total EBITDA | \$0 | \$285 | \$308 | \$333 | \$359 | \$388 | \$419 | \$453 | \$489 | \$499 | \$513 | \$522 |
| Accounts Receivable Balance | \$0 | \$1,050 | \$1,134 | \$1,225 | \$1,323 | \$1,429 | \$1,543 | \$1,666 | \$1,800 | \$1,943 | \$2,060 | \$2,163 |

WiMacTel, Inc.
Proforma Income Statement for Tennessee CLEC Services

| | Year 2 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|-------------------------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Month | | | | | | | | | | | | |
| Beginning of Period Customers | 214 | 221 | 227 | 234 | 241 | 249 | 257 | 266 | 275 | 285 | 295 | 306 |
| Customer Lines Added | 11 | 11 | 11 | 12 | 13 | 13 | 14 | 15 | 15 | 16 | 17 | 15 |
| Customer Lines Lost | 4 | 4 | 5 | 5 | 5 | 5 | 5 | 5 | 6 | 6 | 6 | 6 |
| End of Period Customers | 221 | 227 | 234 | 241 | 249 | 257 | 266 | 275 | 285 | 295 | 306 | 315 |
| Revenue | | | | | | | | | | | | |
| Recurring | \$4,634 | \$4,773 | \$4,916 | \$5,069 | \$5,230 | \$5,402 | \$5,584 | \$5,777 | \$5,981 | \$6,198 | \$6,426 | \$6,619 |
| Nonrecurring | \$627 | \$645 | \$665 | \$698 | \$733 | \$770 | \$808 | \$849 | \$891 | \$936 | \$982 | \$895 |
| Total | \$5,261 | \$5,419 | \$5,581 | \$5,767 | \$5,963 | \$6,172 | \$6,392 | \$6,626 | \$6,872 | \$7,133 | \$7,408 | \$7,514 |
| Cost of Goods Sold | \$3,420 | \$3,522 | \$3,628 | \$3,748 | \$3,876 | \$4,012 | \$4,155 | \$4,307 | \$4,467 | \$4,636 | \$4,816 | \$4,884 |
| Gross Margin | \$1,841 | \$1,897 | \$1,953 | \$2,018 | \$2,087 | \$2,160 | \$2,237 | \$2,319 | \$2,405 | \$2,497 | \$2,593 | \$2,630 |
| Bad Debt | \$263 | \$271 | \$279 | \$288 | \$298 | \$309 | \$320 | \$331 | \$344 | \$357 | \$370 | \$376 |
| SG&A Expenses | \$1,052 | \$1,084 | \$1,116 | \$1,153 | \$1,193 | \$1,234 | \$1,278 | \$1,325 | \$1,374 | \$1,427 | \$1,482 | \$1,503 |
| Total EBITDA | \$526 | \$542 | \$558 | \$577 | \$596 | \$617 | \$639 | \$663 | \$687 | \$713 | \$741 | \$751 |
| Accounts Receivable Balance | \$2,250 | \$2,317 | \$2,387 | \$2,458 | \$2,534 | \$2,615 | \$2,701 | \$2,792 | \$2,889 | \$2,991 | \$3,099 | \$3,213 |

WiMacTel, Inc.
Proforma Income Statement for Tennessee CLEC Services

| | Year 3 | | | | | | | | | | | |
|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|----------|----------|----------|----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Month | | | | | | | | | | | | |
| Beginning of Period Customers | 315 | 325 | 334 | 344 | 355 | 366 | 378 | 391 | 405 | 419 | 434 | 450 |
| Customer Lines Added | 16 | 16 | 17 | 18 | 18 | 19 | 20 | 21 | 22 | 24 | 25 | 23 |
| Customer Lines Lost | 6 | 6 | 7 | 7 | 7 | 7 | 8 | 8 | 8 | 8 | 9 | 9 |
| End of Period Customers | 325 | 334 | 344 | 355 | 366 | 378 | 391 | 405 | 419 | 434 | 450 | 464 |
| Revenue | | | | | | | | | | | | |
| Recurring | \$6,818 | \$7,022 | \$7,233 | \$7,457 | \$7,695 | \$7,947 | \$8,215 | \$8,499 | \$8,799 | \$9,118 | \$9,454 | \$9,738 |
| Nonrecurring | \$922 | \$950 | \$978 | \$1,027 | \$1,078 | \$1,132 | \$1,189 | \$1,248 | \$1,311 | \$1,376 | \$1,445 | \$1,517 |
| Total | \$7,740 | \$7,972 | \$8,211 | \$8,484 | \$8,773 | \$9,080 | \$9,404 | \$9,747 | \$10,110 | \$10,494 | \$10,899 | \$11,054 |
| Cost of Goods Sold | \$5,031 | \$5,182 | \$5,337 | \$5,514 | \$5,702 | \$5,902 | \$6,113 | \$6,336 | \$6,572 | \$6,821 | \$7,084 | \$7,185 |
| Gross Margin | \$2,709 | \$2,790 | \$2,874 | \$2,969 | \$3,071 | \$3,178 | \$3,291 | \$3,412 | \$3,539 | \$3,673 | \$3,815 | \$3,869 |
| Bad Debt | \$387 | \$399 | \$411 | \$424 | \$439 | \$454 | \$470 | \$487 | \$506 | \$525 | \$545 | \$553 |
| SG&A Expenses | \$1,548 | \$1,594 | \$1,642 | \$1,697 | \$1,755 | \$1,816 | \$1,881 | \$1,949 | \$2,022 | \$2,099 | \$2,180 | \$2,211 |
| Total EBITDA | \$774 | \$797 | \$821 | \$848 | \$877 | \$908 | \$940 | \$975 | \$1,011 | \$1,049 | \$1,090 | \$1,105 |
| Accounts Receivable Balance | \$3,310 | \$3,409 | \$3,511 | \$3,616 | \$3,728 | \$3,847 | \$3,974 | \$4,108 | \$4,249 | \$4,400 | \$4,559 | \$4,727 |

WIMACTEL, INC.

Exhibit G

Small and Minority-Owned Telecommunications Business Participation Plan

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

III. ADMINISTRATION

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

James MacKenzie
WiMacTel, Inc.
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240
Telephone: (888) 476 - 0881
Facsimile: (403) 398 - 0714

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-112 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 §65-5-112.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.

III. ADMINISTRATION

- (8) Providing information and educational activities to persons within CLEC A 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

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

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

WiMacTel, Inc.

By: _____

James MacKenzie

President, Chief Executive Officer and Secretary

Dated: 10/28, 2010.

WIMACTEL, INC.

Exhibit H

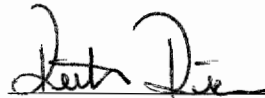
Notice of Application

CERTIFICATE OF SERVICE

1. Ardmore Telephone Company, Inc.
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449
2. BellSouth Telecommunications, Inc.
333 Commerce Street
Nashville, TN 37201-3300
3. CenturyTel of Adamsville
PO Box 405
116 Oak Street
Adamsville, TN 38310
4. CenturyTel of Claiborne
PO Box 100
507 Main Street
New Tazewell, TN 37825
5. CenturyTel of Ooltewah-Collegedale, Inc.
PO Box 782
5616 Main Street
Ooltewah, TN 37363
6. Citizens Telecommunications Company
of Tennessee
PO Box 770
300 Bland Street
Bluefield, WV 24701
7. Citizens Telecommunications Company
of the Volunteer State
P.O. Box 770
300 Bland Street
Bluefield, WV 24701
8. Loretto Telephone Company, Inc.
P.O. Box 130
Loretto, TN 38469
9. Millington Telephone Company, Inc.
4880 Navy Road
Millington, TN 38083
10. Sprint-United
112 Sixth Street
Bristol, TN 37620
11. TDS Telecom-Concord Telephone
Exchange, Inc.
PO Box 22610
701 Concord Road
Knoxville, TN 37933-0610
12. TDS-Telecom-Humphreys County
Telephone Company
PO Box 552
203 Long Street
New Johnsonville, TN 37134-0552
13. TDS Telecom-Tellico Telephone
Company
PO Box 9
102 Spence Street
Tellico Plains, TN 37385-0009
14. TDS Telecom-Tennessee Telephone
Company
P.O. Box 18139
Knoxville, TN 37928-2139
15. TDS-Crockett Telephone Company, Inc.
PO Box 7
Friendship, TN 38034
16. TEC-People's Telephone Company, Inc.
PO Box 310
Erin, TN 37061
17. TEC-West Tennessee Telephone
Company, Inc.
P.O. Box 10
244 E Main Street
Bradford, TN 38316
18. United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of WiMacTel, Inc. local application upon the enclosed listing of incumbent LECs operating in the State of Tennessee, by mailing such copy by first class mail, postage prepaid or equivalent service.

A handwritten signature in black ink, appearing to read "Keith D. Die", is written over a horizontal line.

Shipping Department
Technologies Management, Inc.

This 9th day of November, 2010

WIMACTEL, INC.

Exhibit I

Toll Dialing Parity Plan

WiMacTel, Inc.
IntraLATA Toll Dialing Parity Plan
For Tennessee

1. Purpose

In compliance with FCC Order 96-333,38, WiMacTel, Inc. WiMacTel, Inc. ("WiMacTel") hereby files its plan for implementing IntraLATA Toll Dialing Parity. 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.

WiMacTel will be following their established guidelines and procedures for implementation of intraLATA Parity of toll calls.

2. Implementation Date and Areas of Availability

Upon commencement of service, WiMacTel will offer 2-PIC service in the AT&T – Tennessee service area.

For services provided via a WiMacTel switch, all switchlines will offer 2-PIC capability.

3. Method of Selection Process and costs

WiMacTel will follow the 2-PIC strategy established by BellSouth. With the 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or different carrier, including their existing local exchange company, for all intraLATA toll calls.

Existing Customers

WiMacTel has no existing customers in Tennessee. WiMacTel proposes to provide intraLATA equal access as a feature of the company's Tennessee local exchange service upon launch of that service. Therefore, no notification to existing Customers is required. Existing customers have a 90-day grace period to make a free intraLATA presubscription selection. No charge applies to carrier changes made within this time limit.

New Customers

Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. The list of intraLATA toll carriers, including WiMacTel, will be presented in a competitively neutral manner to new customers who do not make a positive choice for an intraLATA carrier. Customers who do not choose a carrier for intraLATA toll calls will be identified as a "no-PIC" and will have to dial an access code to make intraLATA calls. New customers will have 30 days from the date they order local exchange service to make their free selection. No charge applies to PIC selections made within this time limit. After the time limit expires, the tariffed rate of \$5.00 for PIC changes will apply.

4. Customer Notifications

Customers will be advised the opportunity to choose an intraLATA toll carrier separate from their interLATA carrier at the time they place an order initiating service. They will also be advised that they may choose a carrier other than their local exchange carrier and that a list of available intraLATA toll carriers is available upon request from customer service. WiMacTel also believes that promotional material by other carriers will make customers aware of the choices available to them.

Cost Recovery

WiMacTel does not anticipate any charges from BellSouth to implement their Parity Plan and therefore, will not be assessing the customer any additional charges.

Miscellaneous Items

Slamming – WiMacTel will be subject to rules relating to slamming as indicated in Tennessee Regulatory Authority Rule 1220-4-2-. 56, Sections (2) B (19) and 1220-4-2.58, Sections (1)-(16).

Nondiscriminatory Access B WiMacTel will provide nondiscriminatory access for their customers, including any Resellers, as it relates to access of telephone numbers; operator assistance; directory assistance; and directory listings.

Rules B WiMacTel will fully comply with all rules and regulations set forth by the FCC and the TRA.

WiMacTel has no applicable rules.

LATA Associations

| Area | LATA | Prefix |
|-----------|-------------|--------|
| Tennessee | Memphis | 468 |
| | Nashville | 470 |
| | Chattanooga | 472 |
| | Knoxville | 474 |

Exchange Coverage for Services

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 423-207 | 423-336 | 423-480 | 423-584 | 423-717 | 423-886 | 615-219 | 615-313 | 615-395 | 615-599 |
| 423-208 | 423-337 | 423-481 | 423-585 | 423-718 | 423-892 | 615-220 | 615-314 | 615-399 | 615-604 |
| 423-209 | 423-338 | 423-482 | 423-586 | 423-719 | 423-893 | 615-221 | 615-315 | 615-401 | 615-612 |
| 423-212 | 423-339 | 423-483 | 423-587 | 423-733 | 423-894 | 615-222 | 615-316 | 615-402 | 615-631 |
| 423-213 | 423-344 | 423-485 | 423-588 | 423-744 | 423-899 | 615-223 | 615-317 | 615-406 | 615-643 |
| 423-215 | 423-345 | 423-487 | 423-590 | 423-745 | 423-902 | 615-226 | 615-319 | 615-407 | 615-646 |
| 423-217 | 423-351 | 423-488 | 423-594 | 423-746 | 423-903 | 615-227 | 615-320 | 615-412 | 615-650 |
| 423-219 | 423-354 | 423-490 | 423-595 | 423-751 | 423-904 | 615-228 | 615-321 | 615-415 | 615-654 |
| 423-220 | 423-358 | 423-493 | 423-599 | 423-752 | 423-905 | 615-230 | 615-322 | 615-416 | 615-660 |
| 423-221 | 423-359 | 423-494 | 423-602 | 423-755 | 423-906 | 615-231 | 615-323 | 615-417 | 615-661 |
| 423-222 | 423-365 | 423-495 | 423-603 | 423-756 | 423-907 | 615-232 | 615-325 | 615-418 | 615-662 |
| 423-226 | 423-373 | 423-496 | 423-605 | 423-757 | 423-908 | 615-234 | 615-327 | 615-419 | 615-664 |
| 423-227 | 423-374 | 423-499 | 423-608 | 423-763 | 423-909 | 615-235 | 615-329 | 615-421 | 615-665 |
| 423-228 | 423-376 | 423-501 | 423-609 | 423-766 | 423-916 | 615-237 | 615-330 | 615-426 | 615-672 |
| 423-231 | 423-379 | 423-504 | 423-613 | 423-769 | 423-918 | 615-239 | 615-331 | 615-428 | 615-673 |
| 423-235 | 423-380 | 423-507 | 423-614 | 423-774 | 423-919 | 615-240 | 615-332 | 615-430 | 615-696 |
| 423-237 | 423-382 | 423-509 | 423-616 | 423-775 | 423-920 | 615-241 | 615-333 | 615-432 | 615-702 |
| 423-240 | 423-386 | 423-510 | 423-617 | 423-778 | 423-921 | 615-242 | 615-335 | 615-441 | 615-708 |
| 423-248 | 423-387 | 423-513 | 423-618 | 423-780 | 423-923 | 615-244 | 615-336 | 615-443 | 615-714 |
| 423-250 | 423-389 | 423-514 | 423-619 | 423-784 | 423-924 | 615-248 | 615-337 | 615-444 | 615-717 |
| 423-255 | 423-395 | 423-515 | 423-622 | 423-785 | 423-927 | 615-251 | 615-340 | 615-445 | 615-720 |
| 423-258 | 423-397 | 423-516 | 423-623 | 423-802 | 423-932 | 615-252 | 615-341 | 615-446 | 615-726 |
| 423-263 | 423-403 | 423-517 | 423-624 | 423-804 | 423-933 | 615-253 | 615-342 | 615-449 | 615-731 |
| 423-265 | 423-408 | 423-521 | 423-625 | 423-805 | 423-942 | 615-254 | 615-343 | 615-451 | 615-733 |
| 423-266 | 423-413 | 423-522 | 423-629 | 423-806 | 423-954 | 615-255 | 615-344 | 615-452 | 615-734 |
| 423-267 | 423-414 | 423-523 | 423-631 | 423-809 | 423-961 | 615-256 | 615-347 | 615-453 | 615-735 |
| 423-268 | 423-417 | 423-524 | 423-632 | 423-810 | 423-970 | 615-257 | 615-350 | 615-457 | 615-736 |
| 423-269 | 423-420 | 423-525 | 423-633 | 423-814 | 423-971 | 615-258 | 615-351 | 615-458 | 615-737 |
| 423-272 | 423-425 | 423-527 | 423-634 | 423-818 | 423-974 | 615-259 | 615-352 | 615-459 | 615-740 |
| 423-275 | 423-426 | 423-531 | 423-637 | 423-819 | 423-977 | 615-262 | 615-353 | 615-460 | 615-741 |
| 423-280 | 423-428 | 423-539 | 423-642 | 423-821 | 423-980 | 615-264 | 615-354 | 615-463 | 615-742 |
| 423-281 | 423-429 | 423-540 | 423-645 | 423-822 | 423-981 | 615-269 | 615-355 | 615-476 | 615-743 |
| 423-284 | 423-430 | 423-541 | 423-656 | 423-825 | 423-982 | 615-271 | 615-356 | 615-477 | 615-744 |
| 423-285 | 423-435 | 423-544 | 423-658 | 423-827 | 423-983 | 615-272 | 615-360 | 615-478 | 615-746 |
| 423-289 | 423-436 | 423-545 | 423-661 | 423-837 | 423-984 | 615-274 | 615-361 | 615-481 | 615-747 |

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 423-290 | 423-442 | 423-546 | 423-667 | 423-842 | 423-985 | 615-275 | 615-365 | 615-482 | 615-748 |
| 423-296 | 423-448 | 423-549 | 423-670 | 423-843 | 423-986 | 615-279 | 615-366 | 615-483 | 615-749 |
| 423-301 | 423-450 | 423-550 | 423-673 | 423-846 | 423-987 | 615-282 | 615-367 | 615-494 | 615-763 |
| 423-304 | 423-451 | 423-558 | 423-674 | 423-847 | 423-988 | 615-284 | 615-370 | 615-504 | 615-770 |
| 423-309 | 423-452 | 423-559 | 423-681 | 423-850 | 423-991 | 615-291 | 615-371 | 615-505 | 615-771 |
| 423-310 | 423-453 | 423-562 | 423-686 | 423-855 | 423-992 | 615-292 | 615-372 | 615-508 | 615-778 |
| 423-312 | 423-457 | 423-563 | 423-687 | 423-856 | 423-993 | 615-295 | 615-373 | 615-512 | 615-780 |
| 423-315 | 423-458 | 423-564 | 423-688 | 423-867 | 423-995 | 615-297 | 615-374 | 615-513 | 615-781 |
| 423-317 | 423-463 | 423-565 | 423-689 | 423-869 | 423-996 | 615-298 | 615-376 | 615-516 | 615-782 |
| 423-318 | 423-470 | 423-566 | 423-690 | 423-870 | 615-201 | 615-299 | 615-377 | 615-518 | 615-783 |
| 423-321 | 423-471 | 423-567 | 423-691 | 423-873 | 615-202 | 615-302 | 615-382 | 615-519 | 615-789 |
| 423-326 | 423-472 | 423-570 | 423-692 | 423-874 | 615-206 | 615-303 | 615-383 | 615-524 | 615-790 |
| 423-327 | 423-473 | 423-573 | 423-693 | 423-875 | 615-207 | 615-304 | 615-384 | 615-531 | 615-791 |
| 423-329 | 423-475 | 423-577 | 423-694 | 423-876 | 615-210 | 615-305 | 615-385 | 615-532 | 615-792 |
| 423-330 | 423-476 | 423-579 | 423-697 | 423-877 | 615-214 | 615-307 | 615-386 | 615-542 | 615-794 |
| 423-332 | 423-478 | 423-581 | 423-698 | 423-882 | 615-217 | 615-308 | 615-390 | 615-591 | 615-797 |
| 423-334 | 423-479 | 423-583 | 423-701 | 423-883 | 615-218 | 615-309 | 615-391 | 615-595 | 615-799 |
| 615-804 | 615-929 | 901-278 | 901-380 | 901-494 | 901-605 | 901-738 | 901-831 | 931-358 | 931-638 |
| 615-806 | 615-930 | 901-279 | 901-381 | 901-495 | 901-606 | 901-743 | 901-832 | 931-359 | 931-639 |
| 615-812 | 615-936 | 901-282 | 901-382 | 901-496 | 901-607 | 901-744 | 901-833 | 931-362 | 931-645 |
| 615-813 | 615-943 | 901-285 | 901-383 | 901-497 | 901-608 | 901-745 | 901-834 | 931-363 | 931-647 |
| 615-816 | 615-944 | 901-286 | 901-384 | 901-521 | 901-609 | 901-746 | 901-836 | 931-379 | 931-648 |
| 615-817 | 615-948 | 901-287 | 901-385 | 901-522 | 901-610 | 901-747 | 901-850 | 931-380 | 931-659 |
| 615-821 | 615-951 | 901-288 | 901-386 | 901-523 | 901-612 | 901-748 | 901-853 | 931-381 | 931-670 |
| 615-822 | 615-952 | 901-301 | 901-387 | 901-524 | 901-613 | 901-749 | 901-854 | 931-387 | 931-680 |
| 615-824 | 615-957 | 901-307 | 901-388 | 901-525 | 901-614 | 901-751 | 901-855 | 931-388 | 931-682 |
| 615-826 | 615-960 | 901-309 | 901-391 | 901-526 | 901-616 | 901-752 | 901-861 | 931-389 | 931-684 |
| 615-830 | 615-963 | 901-320 | 901-392 | 901-527 | 901-617 | 901-753 | 901-867 | 931-393 | 931-685 |
| 615-831 | 615-969 | 901-321 | 901-395 | 901-528 | 901-618 | 901-754 | 901-877 | 931-413 | 931-703 |
| 615-832 | 615-972 | 901-323 | 901-396 | 901-529 | 901-624 | 901-755 | 901-878 | 931-424 | 931-723 |
| 615-833 | 615-973 | 901-324 | 901-397 | 901-531 | 901-627 | 901-756 | 901-884 | 931-425 | 931-728 |
| 615-834 | 615-974 | 901-325 | 901-398 | 901-532 | 901-635 | 901-757 | 901-885 | 931-433 | 931-729 |
| 615-835 | 615-975 | 901-327 | 901-399 | 901-533 | 901-637 | 901-758 | 901-886 | 931-438 | 931-759 |
| 615-837 | 615-978 | 901-329 | 901-412 | 901-534 | 901-638 | 901-759 | 901-887 | 931-454 | 931-762 |
| 615-838 | 901-209 | 901-330 | 901-413 | 901-535 | 901-639 | 901-761 | 901-922 | 931-455 | 931-764 |
| 615-847 | 901-213 | 901-332 | 901-418 | 901-536 | 901-640 | 901-762 | 901-925 | 931-461 | 931-766 |
| 615-848 | 901-216 | 901-335 | 901-421 | 901-537 | 901-641 | 901-763 | 901-926 | 931-465 | 931-796 |
| 615-849 | 901-220 | 901-336 | 901-422 | 901-538 | 901-642 | 901-764 | 901-934 | 931-468 | 931-801 |
| 615-851 | 901-221 | 901-337 | 901-423 | 901-539 | 901-644 | 901-765 | 901-935 | 931-469 | 931-808 |
| 615-855 | 901-222 | 901-340 | 901-424 | 901-541 | 901-645 | 901-766 | 901-937 | 931-486 | 931-827 |
| 615-859 | 901-223 | 901-344 | 901-425 | 901-542 | 901-646 | 901-767 | 901-942 | 931-487 | 931-840 |
| 615-860 | 901-224 | 901-345 | 901-426 | 901-543 | 901-648 | 901-769 | 901-946 | 931-489 | 931-857 |
| 615-862 | 901-226 | 901-346 | 901-427 | 901-544 | 901-658 | 901-771 | 901-947 | 931-490 | 931-905 |
| 615-865 | 901-227 | 901-348 | 901-433 | 901-545 | 901-659 | 901-772 | 901-948 | 931-503 | 931-906 |
| 615-867 | 901-229 | 901-352 | 901-434 | 901-546 | 901-660 | 901-773 | 901-954 | 931-527 | 931-920 |
| 615-868 | 901-231 | 901-353 | 901-441 | 901-547 | 901-661 | 901-774 | 901-967 | 931-540 | 931-937 |
| 615-870 | 901-233 | 901-354 | 901-442 | 901-550 | 901-663 | 901-775 | 901-968 | 931-551 | 931-962 |
| 615-871 | 901-235 | 901-355 | 901-444 | 901-552 | 901-664 | 901-777 | 901-976 | 931-552 | 931-964 |
| 615-872 | 901-237 | 901-356 | 901-447 | 901-561 | 901-668 | 901-779 | 901-983 | 931-553 | 931-967 |
| 615-874 | 901-241 | 901-357 | 901-448 | 901-565 | 901-678 | 901-783 | 901-986 | 931-560 | 931-968 |
| 615-876 | 901-242 | 901-358 | 901-452 | 901-566 | 901-680 | 901-784 | 901-987 | 931-561 | 931-980 |

| | | | | | | | | | |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 615-880 | 901-244 | 901-360 | 901-454 | 901-568 | 901-681 | 901-785 | 901-988 | 931-572 | 931-987 |
| 615-882 | 901-245 | 901-362 | 901-458 | 901-569 | 901-682 | 901-786 | 901-989 | 931-580 | |
| 615-883 | 901-246 | 901-363 | 901-465 | 901-570 | 901-683 | 901-787 | 931-206 | 931-582 | |
| 615-884 | 901-253 | 901-365 | 901-466 | 901-572 | 901-684 | 901-788 | 931-212 | 931-583 | |
| 615-885 | 901-254 | 901-366 | 901-475 | 901-573 | 901-685 | 901-789 | 931-215 | 931-598 | |
| 615-886 | 901-256 | 901-367 | 901-476 | 901-574 | 901-686 | 901-790 | 931-216 | 931-607 | |
| 615-889 | 901-258 | 901-368 | 901-481 | 901-575 | 901-692 | 901-794 | 931-220 | 931-619 | |
| 615-890 | 901-262 | 901-369 | 901-482 | 901-576 | 901-703 | 901-795 | 931-221 | 931-622 | |
| 615-893 | 901-263 | 901-370 | 901-483 | 901-577 | 901-721 | 901-797 | 931-224 | 931-623 | |
| 615-895 | 901-264 | 901-371 | 901-484 | 901-578 | 901-722 | 901-803 | 931-232 | 931-624 | |
| 615-896 | 901-265 | 901-372 | 901-485 | 901-579 | 901-723 | 901-818 | 931-235 | 931-625 | |
| 615-898 | 901-266 | 901-373 | 901-486 | 901-580 | 901-724 | 901-820 | 931-270 | 931-626 | |
| 615-902 | 901-267 | 901-374 | 901-487 | 901-581 | 901-725 | 901-821 | 931-281 | 931-627 | |
| 615-904 | 901-268 | 901-375 | 901-488 | 901-583 | 901-726 | 901-824 | 931-285 | 931-628 | |
| 615-907 | 901-269 | 901-376 | 901-489 | 901-584 | 901-728 | 901-825 | 931-290 | 931-629 | |
| 615-912 | 901-272 | 901-377 | 901-490 | 901-593 | 901-729 | 901-826 | 931-296 | 931-632 | |
| 615-918 | 901-274 | 901-378 | 901-491 | 901-603 | 901-734 | 901-827 | 931-318 | 931-636 | |
| 615-923 | 901-276 | 901-379 | 901-493 | 901-604 | 901-737 | 901-828 | 931-326 | 931-637 | |

WIMACTEL, INC.

Exhibit J

Certification Status

WIMACTEL, Inc. Certification Status

| Authorized States | CLEC Certification | Approval Date | IXC Certification | Approval Date |
|-------------------|--------------------|---------------|-------------------|---------------|
| Alabama | Approved | 9/7/2010 | Approved | 9/7/2010 |
| Arizona | | | Pending | |
| Arkansas | Pending | | Pending | |
| California | Pending | | Pending | |
| Colorado | | | Pending | |
| Connecticut | | | | |
| Delaware | | | | |
| DC | | | | |
| Florida | Approved | 10/20/2010 | Approved | 7/8/2010 |
| Georgia | Pending | | Pending | |
| Idaho | | | | |
| Illinois | Approved | 10/6/2010 | Approved | 10/6/2010 |
| Indiana | Pending | | Pending | |
| Iowa | Pending | | Not Required | |
| Kansas | Approved | 8/31/2010 | Approved | 8/31/2010 |
| Kentucky | | | | |
| Louisiana | Pending | | Pending | |
| Maine | | | | |
| Maryland | Pending | | Pending | |
| Massachusetts | Approved | 8/25/2010 | Approved | 8/25/2010 |
| Michigan | | | | |
| Minnesota | Pending | | Pending | |
| Mississippi | | | | |
| Missouri | Pending | | Pending | |
| Montana | | | | |
| Nebraska | | | | |
| Nevada | Pending | | Pending | |
| New Hampshire | Pending | | Pending | |
| New Jersey | Pending | | Pending | |
| New Mexico | Approved | 9/2/2010 | Approved | 9/8/2010 |
| New York | Approved | 10/22/2010 | Approved | 10/22/2010 |
| North Carolina | Pending | | Pending | |
| North Dakota | | | | |
| Ohio | | | | |
| Oklahoma | Pending | | Pending | |
| Oregon | | | | |
| Pennsylvania | Pending | | Pending | |
| Rhode Island | | | | |
| South Carolina | Approved | 10/18/2010 | Approved | 10/18/2010 |
| South Dakota | | | | |
| Tennessee | | | | |
| Texas | Pending | | Approved | 6/24/2010 |
| Utah | | | | |
| Vermont | Pending | | Pending | |
| Virginia | | | | |
| Washington | Approved | 10/16/2010 | Approved | 10/16/2010 |
| West Virginia | | | | |
| Wisconsin | Approved | 7/26/2010 | Approved | 7/26/2010 |
| Wyoming | | | | |

WIMACTEL, INC.

Exhibit K

Prefiled Testimony of James MacKenzie

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

| | | |
|---|---|-------------------------|
| In re: Application of |) | |
| WiMacTel, Inc. |) | TRA Docket No. 10-_____ |
| For A Certificate to Provide Facilities-Based |) | |
| Competing Local Exchange |) | |
| Telecommunications Services in Tennessee |) | |

**TESTIMONY OF
JAMES MACKENZIE
ON BEHALF OF
WIMACTEL, INC.**

1 I, James MacKenzie, do hereby testify as follows in support of the Application of WiMacTel, Inc.
2 ("WiMacTel") for a Certificate of Convenience and Necessity as a competing telecommunications services
3 provider to provide facilities-based local exchange telecommunications services throughout the State of
4 Tennessee.

5
6 **Q. Please state your name and business address.**

7 A. My name is James MacKenzie. My business address is 1882 Porter Lake Drive, Suite 101,
8 Sarasota, Florida 34240.

9
10 **Q. By whom are you employed and in what capacity?**

11 A. I am employed by WiMacTel, Inc., and hold the position of President, CEO and Corporate
12 Secretary. I am currently responsible for all aspects of WiMacTel operations.

13
14 **Q. Please give a brief description of your background and experience.**

15 A. Attachment E to the application contains a description of the Key Management Employees of the
16 Company.

17
18 **Q. What is the purpose of your testimony?**

19 A. The purpose of my testimony is to present evidence describing the technical, managerial and
20 financial fitness of WiMacTel, Inc. to provide Resold Interexchange Long Distance Toll Service as
21 well as Resold and Facilities-Based Local Exchange Service in Tennessee. This testimony will also
22 describe the services proposed by WiMacTel, Inc. Finally, the purpose of my testimony is to show
23 that the public interest will be served by approval of the application of WiMacTel, Inc. for a
24 certificate of public convenience and necessity to provide facilities-based service.

25
26 **Q. Has WiMacTel registered to do business in Tennessee?**

27 A. Yes. The Applicant is a privately held, Delaware corporation, formed on May 4, 2010, and is
28 authorized by the Tennessee Secretary of State to transact business in the State of Tennessee.
29 Registration to conduct business in Tennessee was provided in Exhibit D of the application
30 package.

31
32 **Q. Has WiMacTel previously obtained authority in Tennessee?**

33 A. No.
34
35

1 **Q. Please describe the services WiMacTel proposes to offer.**

2 A. WiMacTel initially proposes to provide local service using unbundled network combinations
3 available from AT&T-Tennessee and via resold services. The company's target market initially
4 within the state will be aggregator owners of customer owned pay telephone services. WiMacTel
5 will provide the local exchange line, long distance and alternative operator services to this market
6 segment.

7
8 **Q. How will WiMacTel bill for its services?**

9 A. The company will be the initial point of contact for all IXC, CLEC and operator calls billed through the LEC
10 or via a credit card. Customers can contact the Company through the toll free customer service number [(888)
11 476 - 0881] which will be provided on the bill. The Customer Service Department will be open 24 hours per
12 day, 7 days per week.

13
14 **Q. How are trouble reports, billing errors and complaints handled?**

15 A. Once it initiates operations, WiMacTel's toll free customer service telephone number will be available with
16 live operator response during the hours of 7AM EST to 7PM EST. All afterhours and overflow will be
17 handled by third-party providers of similar service to other carriers. The Company's toll free telephone
18 number for customer inquiries, complaints and repair is 888-274-7619. Customers may also contact the
19 company in writing at the headquarters address indicated below.

20
21 **Q. Where is WiMacTel currently certificated?**

22 A. Applicant is a start-up company but has been certificated in various states. A listing of the
23 certification status of the company is being provided in Exhibit J of the application.

24
25 **Q. Describe WiMacTel's financial ability to operate as a local service provider.**

26 A. WiMacTel, Inc. is a start-up company and has not yet initiated operations in any state. As indicated
27 in the consolidated financial statements of the parent organization, attached as Exhibit F1 to the
28 Application, the Applicant has sufficient capital to finance the start-up period of operations until
29 sufficient cash flow can be generated to support ongoing operations.

30
31 **Q. Does WiMacTel have the managerial and technical qualifications to provide local service in
32 Tennessee?**

33 A. Yes. WiMacTel has a very strong and experienced management team. Biographies of key
34 executives and technical personnel have been included with the Company's application.

1 **Q. Where in Tennessee does WiMacTel intend to offer its services?**

2 A. Local exchange service will be offered within the present operating areas of AT&T-Tennessee.

3
4 **Q. How will Tennessee consumers benefit from WiMacTel's services?**

5 A. Certification of WiMacTel, Inc. will serve the public interest and offer several benefits to local
6 telecommunication customers in Tennessee. Experience with competition in other
7 telecommunications markets demonstrates the benefits that competition can bring to consumers.
8 WiMacTel's proposed services will provide multiple public benefits by increasing the competitive
9 choices available to users in Tennessee. Enhanced competition in telecommunications services
10 likely will further stimulate economic development in Tennessee. In addition, increased
11 competition will create incentives for all carriers to offer lower prices, more innovative services,
12 and more responsive customer service.

13
14 **Q. Why is WiMacTel seeking facilities-based authority in Tennessee? Will WiMacTel use any**
15 **public rights-of-way?**

16 A. WiMacTel plans to purchase unbundled network elements (UNE) and interconnection
17 arrangements from AT&T-Tennessee and therefore requires facilities-based authority. Since
18 WiMacTel has no immediate plans to deploy cable or fiber, it does not foresee using public
19 rights-of-way in the next two quarters. However, WiMacTel does request the Commission's
20 consent to use public rights-of-way pursuant to applicable laws for possible future installations.

21
22 **Q. Does this conclude your testimony?**

23 A. Yes.
24
25
26
27
28
29
30
31
32
33
34
35

WIMACTEL, INC.

Exhibit L

Proposed Long Distance and Local Exchange Tariffs

WIMACTEL, INC.

Exhibit L-1

Proposed Long Distance Tariff

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF TENNESSEE

WIMACTEL, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by WiMacTel, Inc., ("WiMacTel") with principal offices located at 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240. 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:

Effective Date:

Issued By: James MacKenzie, President and CEO
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

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

| PAGE | REVISION | | PAGE | REVISION | |
|-------------|-----------------|---|-------------|-----------------|---|
| Title | Original | * | 24 | Original | * |
| 1 | Original | * | 25 | Original | * |
| 2 | Original | * | | | |
| 3 | Original | * | | | |
| 4 | Original | * | | | |
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| 6 | Original | * | | | |
| 7 | Original | * | | | |
| 8 | Original | * | | | |
| 9 | Original | * | | | |
| 10 | Original | * | | | |
| 11 | Original | * | | | |
| 12 | Original | * | | | |
| 13 | Original | * | | | |
| 14 | Original | * | | | |
| 15 | Original | * | | | |
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| 18 | Original | * | | | |
| 19 | Original | * | | | |
| 20 | Original | * | | | |
| 21 | Original | * | | | |
| 22 | Original | * | | | |
| 23 | Original | * | | | |

* - indicates those pages included with this filing

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Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule, or condition.
- (I) - To signify an increase.
- (M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

TARIFF FORMAT

- A. Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page 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 pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to an WiMacTel, Inc. 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.

Aggregator - Any person, excluding local exchange carriers and cellular service providers that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

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

Call - A completed connection established between a calling station and one or more called stations.

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.

Commission – refers to Tennessee Regulatory Authority.

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

LEC - Local Exchange Company.

Special Access Origination - Where originating access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Switched Access Origination - Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card - A proprietary calling card offered by the Company which enables the Customer to use the Company's service by dialing a Company-provided access number.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications within the State of Tennessee under terms of this tariff.

The Company undertakes to provide the services offered in this tariff in accordance with the terms and conditions set forth under this tariff. 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 the Company. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of the Company**

- 2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) , for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.6** No third party provider or their directors, officers or employees that are directly or indirectly associated with the Company's performance of our services shall be liable to the Customer for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages arising out of a service failure.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Deposits****2.5.1 Commercial Customers**

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.
- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Deposits, (Cont'd.)

2.5.1 Commercial Customers, (Cont'd.)

- F.** Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- G.** Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Advance Payments**

2.6.1 Advance payments are not required of residential Customers.

2.6.2 For commercial Customers, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, 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. An advance payment may be required in addition to a deposit.

2.7 Taxes and Fees

2.7.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.7.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Taxes and Fees, (Cont'd.)****2.7.4 Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

| | |
|------------------------|--------|
| Rate per Call, maximum | \$0.60 |
|------------------------|--------|

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the Commission. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The Company's bills are due upon receipt. Amounts not paid within 30 days from the due date of the invoice will be considered past due. Customers may be assessed a late fee on past due amounts in the maximum lawful rate under applicable state law but shall not exceed a late fee of 1.5%. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company unless otherwise agreed to in the written service order.

2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer will be given 5 days notice to comply with any rule or remedy any deficiency:

- A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telephone service.
- B.** For the use of telephone service for any other property or purpose other than that described in the application.
- C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D.** For noncompliance with or violation of Commission regulations or the Company's rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.
- E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits carrier from furnishing such services.
- J.** For periods of inactivity over sixty (60) days.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.

2.15 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Tests, Pilots, Promotional Campaigns and Contests**

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion of all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer.

2.17 Reservation of Toll Free "800/888" Numbers

The Company will make every effort to reserve Toll Free "800/888" vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.18 Portability of Toll Free "800/888" Numbers

The Company will participate in porting Toll Free "800/888" numbers only if the account balance is zero and all charges incurred as a result of the Toll Free "800/888" number have been paid.

2.19 Return Check Charge

The Company reserves the right to assess a charge of \$25.00, or the maximum amount allowed by law (whichever is less), whenever a check or draft present for payment of service not accepted by the institution upon which it is written.

2.20 Billing Entity Conditions and Billing Dispute

When billing functions on behalf of WiMacTel are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. Billing disputes shall be processed by the Company or its billing agent consistent with State regulations. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact WiMacTel directly. If there is still a disagreement about the disputed amount after investigation and review by WiMacTel or other service provider, the Billed Party has the option to pursue the matter with the Commission.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1** Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.1.2** Minimum call duration is specified for each product in Section 4 of this tariff.
- 3.1.3** Unless otherwise specified in this tariff, after the initial minimum period usage is beyond the minimum call duration is measured and rounded to the next higher six second increment for billing purposes. The initial minimum period for each product is specified in Section 4 of this tariff.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by Telcordia, in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the square obtained in Step 4 by ten (10) . Round to the next higher whole number if any fraction results from the division.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Directory Assistance Service**

Directory Assistance is available to Customers of WiMacTel service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

3.4 WiMacTel Long Distance Base Plan

WiMacTel Long Distance Service applies to aggregator locations for the provision of direct dial toll service from these locations. This service is offered to these locations and is billed to the aggregator for use when an End User inserts direct payment into the aggregator instrument.

3.5 WiMacTel Operator Service Base Plan

Operator Services are available to subscriber locations which offer their telephones for the use of the transient public. The Company provides the following billing arrangements for End Users of its Operator Services:

- 3.5.1** Customer Dialed Calling/Credit Card - This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.
- 3.5.2** Operator Station - This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.
- 3.5.3** Person-to-Person - This is a service whereby the person originating the call specifies to BTT's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.6 Star 89**

Customers may access the Company's network to place a collect call or other call type requiring operator assistance by dialing a designated access code ("*89") at pay telephone locations presubscribed to WiMacTel's services. Calls are billed in three (3) minute increments with minimum call duration, for billing purposes, of three (3) minutes. Calls are not mileage or time-of-day sensitive.

3.7 800 Call Plan 1

The 800 Call Plan 1 permits Customers to access the WiMacTel network by dialing the Company's Toll Free access number to make operator assisted and calling card calls from any location within the state. Customers are not required to be presubscribed to the Company to access or received calls placed through this service. All calls are billed in three (3) minute increments.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - RATES**4.1 General**

Each Customer is charged individually for each call placed through the carrier. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.

Rates vary by mileage band, time of day, call duration and by originating and terminating access type.

Customers are billed based on their use of the Company's long distance service.

4.2 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

4.3 Special Service Arrangements

4.3.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

4.3.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

4.3.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES, (CONT'D.)**4.4 WiMacTel Long Distance Base Plan****4.4.1 Usage Rates****(A) Long Distance Option 1**

Long Distance Option 1 plan is for services offered to aggregator locations and billed in one (1) minute increments, with a minimum billing period of one (1) minute.

| | Initial Period | Each Add'l 1 Period |
|----------------------|---------------------------|--------------------------------|
| Less than 1000 ANI's | \$0.02520 | \$0.02520 |
| 1000 + ANI's | \$0.01890 | \$0.01890 |

(B) Long Distance Option 2

Long Distance Option 2 plan is for services offered to aggregator locations and billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds.

| | Initial Period | Each Add'l 1 Period |
|----------------------|---------------------------|--------------------------------|
| Less than 1000 ANI's | \$0.00756 | \$0.00252 |
| 1000 + ANI's | \$0.00567 | \$0.00189 |

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES, (CONT'D.)**4.5 Directory Assistance**

Directory Assistance, Per Call

Intrastate Directory Assistance \$2.49

4.5.1 Call Completion Service

The Company Directory Assistance operator, or automated attendant, will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

A. Directory Assistance Call Completion, Per Call

Per Call Charge: \$1.00

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – RATES, (CONT'D.)**4.6 WiMacTel Operator Service Base Plan****4.6.1 Usage Rates – IntraLATA/InterLATA**

| Miles | Day | Evening | Night |
|--------------|------------|----------------|--------------|
| 0-9999 | \$1.49 | \$1.49 | \$1.49 |

4.6.2 Per Call Services Charges:

| | Automated | Operator Assisted |
|-------------------------------|------------------|------------------------------|
| Automated Calling Card: | \$4.99 | \$7.50 |
| Collect (Station to Station): | \$6.99 | \$8.50 |
| 3 rd Party | \$7.99 | \$10.50 |
| Person to Person: | \$13.50 | \$13.50 |
| Credit Card | \$4.99 | \$7.50 |
| Surcharges | | |
| Premise Imposed Fee | | \$5.00 |

Billing: 1 Minute Increments

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WIMACTEL, INC.

Exhibit L-2

Proposed Local Exchange Tariff

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

Tennessee

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

WiMacTel, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by WiMacTel, Inc. with principal offices at 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240 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:

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Issued By: James MacKenzie, President and CEO
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

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 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

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

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| 2 | 16 | Original * | | | |
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 LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET, (CONT'D.)

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rates.
- (M) To signify material relocated from one page to another without change.
- (N) To signify new rate, regulation, or text.
- (R) To signify reduced rate.
- (S) To signify reissued material.
- (T) To signify a change in text, but no change in rate or regulation.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by WiMacTel, Inc., hereinafter referred to as the Company, to Customers within the State of Tennessee. WiMacTel's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Tennessee Regulatory Authority. In addition, this tariff is available for review at the main office of WiMacTel, Inc. at 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Tennessee Regulatory Authority. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Tennessee Regulatory Authority is not always the tariff page in effect. Consult the Check Sheet for the page 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 Tennessee Regulatory Authority, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Tennessee Regulatory Authority.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS

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 Carrier's location or switching center.

Account - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Aggregator - Any person, excluding local exchange carriers and cellular service providers that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - WiMacTel, Inc., the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

ICB - Individual Case Basis.

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

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this tariff or by applicable law.

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, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

PBX - Private Branch Exchange.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence.

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

Service - Any means of service offered herein or any combination thereof.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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SECTION 1 - DEFINITIONS, (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from WMacTel. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

TRA - Refers to the Tennessee Regulatory Authority.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage 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 provided under this tariff.

WiMacTel- WiMacTel, Inc., issuer of this tariff.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - 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 between points within the state of Tennessee.

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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - 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 thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, 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. 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 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. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (Cont'd.)

- F.** This tariff shall be interpreted and governed by the laws of the state of Tennessee regardless of its choice of laws provision.
- G.** 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.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - 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 2.6.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, 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.

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SECTION 2 - 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;

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - 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 Section 2.1.4.A.
- .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 noncompletion 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.

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SECTION 2 - 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 by it 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 rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service**

- .1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- .2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service, (Cont'd.)**

- .3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - 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 make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** 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.
- C.** 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 the Customer.
- D.** 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 it was provided.
- E.** 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.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

F. 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 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.

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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

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

2.1.9 Ownership of Facilities

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

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**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 Tennessee Regulatory Authority 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. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- 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 personnel, 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 conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with 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;

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SECTION 2 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****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's 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., 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 any 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - 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 2.3.2.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 rate sheet 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 rate sheet 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 rate sheet 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.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - 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 designed 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 on 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 Point of Connection.
- 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 the 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.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication 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 that are applicable to such connections.
- C.** 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.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 - 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.A. 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.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.2 Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- 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 invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. The Monthly Recurring Charges are billed in advance. Monthly Recurring Charges are accrued in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 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 first day following the date 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 the 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 will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Tennessee Regulatory Authority.
- Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505
615-741-2904
- C. After receipt of a complaint made through the Tennessee Regulatory Authority, the utility must file a written response within ten (10) working days with the Consumer Services Division of the Tennessee Regulatory Authority.
- D. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, 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. An advance payment may be required in addition to a deposit.

2.5.5 Deposits

- A.** Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. The Company shall pay interest on deposits at a rate of 3% per annum.
- B.** A deposit shall not exceed the estimated charges for two months service, plus installation, and shall be returned: 1) when an application for service has been canceled prior to the establishment of service; or 2) at the end of twelve (12) consecutive months of a satisfactory credit history; or 3) upon discontinuation of service. The Company may first apply the deposit against any outstanding balances due. If a credit balance exists after such application, the Company shall refund the balance to the Customer.
- C.** The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.6 Discontinuance of Service**

The Company may discontinue service under this section. Customers will be given five (5) days written notice prior to discontinuance unless otherwise indicated. The five day notice period excludes Sundays and legal holidays. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

After discontinuing service, the Company 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. These remedies are 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.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.1 The Company may discontinue service with notice for any of the following:

- A.** For failure to pay a bill for service when due;
- B.** For failure to meet the company's deposit and credit requirements;
- C.** For failure to make proper application for service;
- D.** For violation of any of the Company's rules on file with the Tennessee Regulatory Authority;
- E.** For failure to provide the Company reasonable access to equipment and property;
- F.** For breach of contract for service between the Customer and the Company;
- G.** For failure to furnish such service, equipment, and/or rights-of-way necessary to serve the Customer as shall have been specified by the Company as a condition of obtaining service; or
- H.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.2 The Company may discontinue service without notice for any of the following:

- A.** In the event of tampering with the Company's equipment;
- B.** In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the company's equipment, the public or to employees of the Company; or
- C.** In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D.** For violation of or non-compliance with the Tennessee Regulatory Authority's regulations governing access line or interexchange service supplied by carriers or for violation of or non-compliance with the carrier's tariff on file with the Tennessee Regulatory Authority.
- E.** Failure to pay for services rendered subsequent to proper notice.
- F.** Request for service or delinquency in payment for service at an indebted household, unless a customer in the indebted household to whom service is provided and billed has made prompt payment for such service.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Cancellation of Application for Service**

- 2.7.1** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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.
- 2.7.2** 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 incurred by the Company, 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 commenced (all discounted to present value at six percent).
- 2.7.3** 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 by the Company, less net salvage, applies. 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.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Changes in Service 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.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.9 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 for the part of the service that the interruption affects.

2.9.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. 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 rate sheet.
- 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.
- 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.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.2 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 rate sheet 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;
- E.** a service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such 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 2.9.3), 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.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.9 Allowances for Interruptions in Service, (Cont'd.)****2.9.3 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.

2.9.4 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 interruptions 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.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.9 Allowances for Interruptions in Service, (Cont'd.)****2.9.4 Application of Credits for Interruptions in Service, (Cont'd.)****D. Interruptions of 24 Hours or Less**

| Length of Interruption | Amount of Service To Be Credited |
|-------------------------------|---|
| Less than 2 hours | None |
| Over 2 Hours | Credit Formula |

Credit Formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected service.

2.9.5 Cancellation For Service Interruption

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

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SECTION 2 - REGULATIONS, (CONT'D.)**2.10 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.11 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.5 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.11.1 Termination Liability

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

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable Service Order Tariff 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 the Customer's cancellation.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.12 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:

2.12.1 to any subsidiary, parent company or affiliate of the Company; or

2.12.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.12.3 pursuant to any financing, merger or reorganization of the Company.

2.13 Use of Customer's Service by Others

2.13.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.14 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Notices and Communications

- 2.15.1** 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.15.2** 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.
- 2.15.3** 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.
- 2.15.4** 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.

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SECTION 2 - REGULATIONS, (CONT'D.)**2.16 Taxes, Fees and Surcharges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services. Fees or surcharges for such programs will be included in this section of the tariff.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.17 Miscellaneous Provisions

2.17.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.17.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Tennessee Regulatory Authority rules shall be kept on file in the office of the Company as required under Tennessee Regulatory Authority rules.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.18 Toll-Free Services

- 2.18.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.18.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.18.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.18.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)**2.19 Assistance Programs****2.19.1 Telecommunications Relay Service (TRS)**

The Tennessee Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the state of Tennessee. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a text telephone and individuals with normal hearing and speech.

2.20 Billing Entity Conditions and Billing Dispute

When billing functions on behalf of WiMacTel are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. Billing disputes shall be processed by the Company or its billing agent consistent with State regulations. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact WiMacTel directly. If there is still a disagreement about the disputed amount after investigation and review by WiMacTel or other service provider, the Billed Party has the option to pursue the matter with the Commission.

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the Incumbent LEC.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES**4.1 Service Order and Change Charges**

- 4.1.1** Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

4.1.2 Rates

| | |
|------------------------|-----------------|
| Line Connection Charge | Business |
| Primary Line | \$60.00 |
| Secondary Line | \$60.00 |
| Service Order Charge | |
| Moves/Adds/Changes | \$25.00 |

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.2 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

| | |
|--|-----------------|
| | Business |
| Installation Charge – 1 st Hour | \$120.00 |
| Repair Charge – 1 st ½ Hour | \$91.00 |
| Repair Charge – Each Add'l ½ Hour | \$46.00 |

4.3 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

| | |
|-------------------------|-----------------|
| | Business |
| Per occasion, per line: | \$40.00 |

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**4.5 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.60

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SECTION 5 - LOCAL EXCHANGE SERVICE**5.1 General**

Local exchange service is offered to business Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

Section 11 of this price list contains the Public Telephone Services that the Company proposes to offer on a monthly basis. No other Local Exchange Services are being offered by the Company at this time.

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SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Charges Based on Duration of Use

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:

- 5.2.1** Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2** 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 5.2.3** Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- 5.2.4** 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.
- 5.2.5** All times refer to local time.

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SECTION 6 - SUPPLEMENTAL SERVICES**6.1 Operator Services****6.3.1 Local Usage Charges**

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

6.3.2 Per Call Service Charges

| | |
|------------------------------|--------|
| Customer Dialed Calling Card | \$0.75 |
| Operator Dialed Calling Card | \$2.50 |
| Operator Assisted | |
| Collect | \$2.50 |
| 3rd Party Billed | \$2.50 |
| Person-to-Person | \$4.50 |

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.4 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.4.1 Rates

| | |
|--------------------------------------|--------|
| Busy Line Verification, per request: | \$2.50 |
| Busy Line Interrupt, per request: | \$5.00 |

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SECTION 7 - CONTRACT SERVICES**7.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

7.2 Special Service Arrangements

7.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

7.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

7.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

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SECTION 8 - SPECIAL ARRANGEMENTS**8.1 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

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SECTION 9 - PROMOTIONAL OFFERINGS

9.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

9.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

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LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 10 - PUBLIC TELEPHONE SERVICES

10.1 General

Public Telephone Services provide a Payphone Service Provider ("PSP") with a connection to the Company's switching network for the purpose of accessing measured services and features provided by the Company on Federal Communications Commission (FCC) registered Customer-owned Coin Operated Telephones (COCOTs) and Customer-owned coinless telephones.

Connection charges, as described, apply to all services on a one-time basis unless waived pursuant to this Tariff.

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SECTION 10 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

10.2 Public Access Lines

10.2.1 General

Public Access Lines (PAL) are voice grade individual business exchange lines which provide exchange access from the Customer's premises to the Company's central office facilities for the purpose of connecting COCOTs or Customer-owned coinless telephones to the Company's network.

Coin, coinless and combination coin and coinless telephones may be connected only to PAL individual message rate service. PAL lines terminate in Company-provided jacks or interfaces.

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SECTION 10 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

10.2 Public Access Lines, (Cont'd.)

10.2.2 Types of Public Access Lines

- (A) Basic Public Access Lines** - Basic Public Access Lines (BPAL) are measured service lines arranged for either two way (incoming and outgoing) calling or one way (outgoing) calling.
- (B) Enhanced Business Public Access Lines** - Enhanced Business Public Access Lines (EBPAL) have all of the BPAL services. In addition, EBPAL services include Billed Number Screening and PAL Blocking features.

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SECTION 10 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**10.2 Public Access Lines, (Cont'd.)****10.2.3 Feature Descriptions**

Outward Call Screening - this feature is designed to prevent a PAL user from obtaining service through an operator when such service is billed to the calling number. An Automated Number Identification (ANI) code is transmitted to alert the operator and carrier systems that the call is originating from a PAL and may require special handling and billing treatment. If the facilities of an interexchange carrier are not compatible with the Company's signaling arrangements, directly dialed interLATA calls may be blocked by the carrier.

- (A) PAL Blocking Option 1 - this feature blocks a PAL user from prefixes 394, 540, 550, 910, 920 and 970 and the service access codes 700 and 900.
- (B) PAL Blocking Option 2 - this feature blocks a PAL user from prefixes 394, 540, 550, 970 and 976 and the service access codes 700 and 900.
- (C) International Direct Dialed (011) Blocking - this feature blocks a PAL user from international directly dialed calls.
- (D) Billed Number Screening - this feature is designed to permit operator systems to disallow incoming collect and third number calls to the BPAL line when such calls originate within the continental United States and when such calls are processed through the national data base known as Billing Validation Application.

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SECTION 10 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

10.2 Public Access Lines, (Cont'd.)

10.2.4 Rates and Charges

Public Access Lines (PAL) rates and charges are based on the following items:

(A) Monthly flat charges

These charges are based on the type of PAL ordered and any optional features accompanying the PAL that is not included in the type of PAL ordered.

(B) Message usage rates and charges

These rates and charges are for local and toll message usage. In addition, all other regulations governing business individual access lines apply. PAL Customers are liable for all usage and monthly charges incurred on PAL access lines.

(C) Trouble Isolation Charge

The Trouble Isolation Charge applies when a visit to the Customer's premises is necessary to isolate a problem. Regulations and rates applicable to the End User Common Line charge for multiline business service apply to public access lines. Optional features for public access lines such as Touch-Tone and Custom Calling Services are furnished at existing tariff rates and charges for business service, subject to the availability of facilities. There is no charge to COCOTs for local and intraLATA Directory Assistance calls.

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SECTION 10 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**10.2 Public Access Lines, (Cont'd.)****10.2.4 Rates and Charges, (cont'd.)****(A) Monthly Flat Charges per line and usage**

| | |
|---------------|---------|
| Exchange | |
| All Exchanges | \$16.57 |

(B) Installation Charge**(1) Per Line Installation Charge**

| | |
|---------------|---------|
| Exchange | |
| All Exchanges | \$58.50 |

(2) Per Line Conversion Charge

| | |
|---------------|---------|
| Exchange | |
| All Exchanges | \$48.00 |

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SECTION 10 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

10.3 Public Access Smart-Pay Lines

10.3.1 General

Public Access Smart-Pay Lines (PASL) service is comprised of individual business exchange lines with coin or coinless functionality offered to Payphone Providers (PSPs) for the purpose of accessing measured service and features provided by the Company. PASLs are furnished from suitably equipped central offices, subject to the availability of facilities.

Coin, coinless and combination coin and coinless telephones may be connected only to PAL individual message rate service. PAL lines terminate in Company-provided jacks or interfaces.

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SECTION 10 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**10.3 Public Access Smart-Pay Lines, (Cont'd.)****10.3.2 Types of Public Access Smart-Pay Lines**

- (A) One Way Basic Coin Access Line (BCAL1) - BCAL1 is a standard Dial Tone First (DTF) coin line which provides only outgoing service with the following features as described in Section 6.3.3.

- (1) PAL Blocking Option 2
- (2) Billed Number Screening (BNS)
- (3) Outward Call Screening (OCS)
- (4) International Direct Dialed (011) Blocking (IDDB)
- (5) Operator System Coin Control (OSCC)

A standard DTF coin line enables customers to dial certain calls without requiring coin deposits (e.g., "911" Emergency Service).

- (B) Two Way Basic Coin Access Line (BCAL2) - BCAL2 is a standard DTF coin line which provides only outgoing and incoming service with the following features as described in Section 6.3.3.

- (1) PAL Blocking Option 2
- (2) Billed Number Screening (BNS)
- (3) Outward Call Screening (OCS)
- (4) International Direct Dialed (011) Blocking (IDDB)
- (5) Operator System Coin Control (OSCC)

- (C) Charge-A-Call Public Access Line - Charge-A-Call service is a coinless line which provides only outgoing service on an authorized credit/calling card basis with the OCS and BNS as described in Section 6.3.3. One-Plus (1+) dialing (except Toll-Free numbers and 555) is not permitted.

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SECTION 10 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**10.3 Public Access Smart-Pay Lines, (Cont'd.)****10.3.3 Feature Descriptions**

- (A) Outward Call Screening - this feature is designed to prevent a PAL user from obtaining service through an operator when such service is billed to the calling number. An Automated Number Identification (ANI) code is transmitted to alert the operator and carrier systems that the call is originating from a PAL and may require special handling and billing treatment. If the facilities of an interexchange carrier are not compatible with the Company's signaling arrangements, directly dialed interLATA calls may be blocked by the carrier.
- (B) PAL Blocking Option 1 - this feature blocks a PAL user from prefixes 394, 540, 550, 910, 920 and 970 and the service access codes 700 and 900.
- (C) PAL Blocking Option 2 - this feature blocks a PAL user from prefixes 394, 540, 550, 970 and 976 and the service access codes 700 and 900.
- (D) International Direct Dialed (011) Blocking - this feature blocks a PAL user from international directly dialed calls.
- (E) Billed Number Screening - this feature is designed to permit operator systems to disallow incoming collect and third number calls to the BPAL line when such calls originate within the continental United States and when such calls are processed through the national data base known as Billing Validation Application.

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SECTION 10 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

10.3 Public Access Smart-Pay Lines, (Cont'd.)

10.3.3 Feature Descriptions, (Cont'd.)

- (F) Line Side Answer Supervision - this feature is designed to improve the accuracy of COCOT timing of sent paid calls. The feature provides "off-hook" supervisory signals to customer premises equipment of the Public Telephone Service Customer when the called party answers the call. When a called party on-hook at the end of a call is detected, the reverse battery is returned to normal indication that the called party has disconnected from the call.
- (G) Operator System Coin Control - this feature is designed to provide control of 0-, 0+ and 1+ dialing from BCAL station. With Operator System Coin Control, sent-paid interLATA calls from BCAL1 and BCAL2 stations, if permitted by the Presubscribed Interexchange Carrier (PIC), will be forwarded to the end user's designated PIC. Special billing/coin sharing arrangements between BCAL Customers and their respective carriers will be necessary.

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SECTION 10 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

10.3 Public Access Smart-Pay Lines, (Cont'd.)

10.3.4 Rates and Charges

Public Access Smart-Pay Lines (PASL) rates and charges are based on the following items:

(A) Monthly flat charges

These charges are based on the type of PASL ordered and any optional features accompanying the PASL that is not included in the type of PASL ordered.

(B) Message usage rates and charges

These charges are for local calls for Dial Sent-Paid Calls from Basic Coin Access Lines. In addition, all other regulations governing business individual access lines apply. PASL Customers are liable for all usage and monthly charges incurred on PASL access lines.

(C) Service Connection Charges

(D) The rates applicable for Public Access Smart Pay Line service are the same as the rates and services found in Section 10.2.4 of this document.

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