

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

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

Part I : General Information

A. Name of Applicant Toly Digital Networks, Inc.

Full exact name of person, corporation, partnership, sole proprietorship, or other entity, for which application is made.

Legal name of applicant, if different from above.

4425 Military Trail #209 Jupiter, FL 33458

Address

City

State

Zip

Tenn. Secretary of State Certificate of Authority ID 647322

Federal Taxpayer ID Number 65-0651749

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

None

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

Address

City

State

Zip Code

Phone No.

(L)

1000

(Use additional pages if necessary)

IMPORTANT INFORMATION

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

THIS SECTION FOR TRA USE ONLY

Docket Number. _____

Company ID Number

Date Approved _____

Evaluators _____

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

None

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

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

Information to be included:

NAME TITLE

BUSINESS ADDRESS

PHONE NO.

EMPLOYMENT HISTORY (with details of duties/responsibilities for each position held)

Provide the above requested information on separate attachments. Attachment C

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

☐ Yes ☒ No If yes, please explain fully.

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

☐ Yes ☒ No If yes, please explain fully.

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

☐ Yes ☒ No If yes, please explain fully.

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

☐ Yes ☒ No If yes, please explain fully and describe the circumstances. (Use additional pages if necessary)

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

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

☐ YES ☒ NO If yes, please explain fully.

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

<input type="text" value="Mark E. Suto"/>	<input type="text" value="(561)694 8655"/>	<input type="text" value="561 694 8656"/>
Name	Phone No.	Fax No.
<input type="text" value="(888) 836-8656"/>	e-mail Address <input type="text" value="tdn.now@tolydigital.com"/>	

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

<input type="text" value="Mark E. Suto"/>	<input type="text" value="(561)694 8655"/>	<input type="text" value="561 694 8656"/>
Name	Phone No.	Fax No.
<input type="text" value="(888) 836-8656"/>	e-mail Address <input type="text" value="tdn.now@tolydigital.com"/>	

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

<input type="text" value="888-836-8656"/>	<input type="text" value=""/>
PHONE NUMBER	ALTERNATE PHONE NUMBER
<input type="text" value="4425 Military Trail Suite 209 Jupiter, FL 33458"/>	
ADDRESS	CITY ST ZIPCODE

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

<input type="text" value="Joseph Martin Jr."/>
<input type="text" value="315 Deadrick St. #1100 Nashville, TN 37238"/>

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

Part II:

- A. Check the type of telecommunication services you plan to provide in Tennessee.

☒ Resell Interexchange long distance services
☐ Operator Services
☐ Resell local services
☐ Other (describe)

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

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

See attached

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

None

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

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

N/A

- E. Areas in Tennessee to be served.

All areas

- F. What type of customers will the applicant serve?

- a. Business ☒
b. Residential ☐
c. Aggregators ☐
(e.g. Hotels, Payphones)
d. Other (specify)

- G. Does the applicant allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network? If yes, specify amount.

N/A

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

- I. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II¹.

- J. What is the applicant's 10XXX or 800 access code, if applicable?

888-836-8656

- K. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee?

No

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

- L. Whose facility-based network(s) will the applicant be reselling?
 All major carriers, including but not limited to AT&T, Sprint and Verizon.
- M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly?¹ ☒ No
- N. Describe briefly how the applicant plans to market their services in Tennessee?
 Services will be marketed by attending state conferences and through customer referrals.
- O. If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company.
 N/A
- | COMPANY NAME | CONTACT | ADDRESS | CITY | ST | ZIP | PHONE |
|--------------|---------|---------|------|----|-----|-------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
- P. Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.
- Applicant's customers, the local exchange carriers, handle this process following procedures and guidelines set forth by the state of TN.
- Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. Yes ☒ No ☐
- R. Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates. Yes ☒ No ☐
- S. Is the Applicant aware of the requirement to insure that any telephone call made between two points in the same county in Tennessee shall be classified as toll-free and not billed to any customer pursuant to Tennessee Code Annotated § 65-21-114? Yes ☐ No ☐ N/A
- T. Is the Applicant aware of the TAR Code data base maintained by BellSouth, its use to insure compliance with T.C.A. § 65-21-114 and the procedures used to enter telephone numbers in that data base? Yes ☐ No ☐ N/A
- U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee. Use additional pages if necessary.
 Applicant's customers, the local exchange carriers will insure compliance to Tennessee codes. The same statement answers questions S & T

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

A. Applicant's organizational structure

☒ Other Form of Corporation

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

☐ Partnership

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

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

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

ATTACH ADDITIONAL PAGES AS NECESSARY

C. Number of employees: 8.

Employer Identification Number (E.I.N.) 65-0651749

Part IV: Financial Information

A. Address where business records are kept: 4425 Military Trail Suite 209

Jupiter	FL	33458	561-694-8655
CITY	STATE	ZIP CODE	PHONE NUMBER

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

(1) Fiscal year end: Month 12 Day 31

(2) Date of most recent audited, unconsolidated financial statement of Applicant:
Compiled Financial Statements 5/31/2011

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

Forrest & Rubin, LLC
5521 University Dr. Suite 104
Coral Springs, FL 33067

(4) Period covered by financial statement attached: 2009, 2010, 1/1-5/31/2011

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

If so, Name of internal auditor .

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

Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-212.
- B. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* in its entirety?
_____ ☒ Yes _____ ☐ No
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service? _____ ☒ Yes _____ ☐ No

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

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

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

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

For Individual and Partners:

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

For Corporations
and Other Organizations

BY: Toly Digital, Inc.
(NAME OF CORPORATION)

SIGNATURE
Mark E. Suto
PRINTED NAME
Vice President
Title

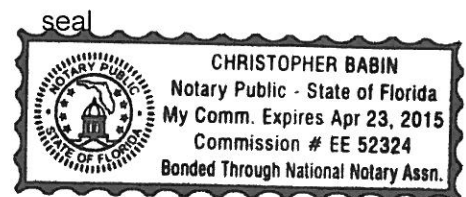
ATTEST: _____

Title

On this the 19th day of July, 2011 before me, a Notary Public
MARK SUTO

known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of his/her knowledge and belief.


Notary Public



Sales Records and Management

Mr. Aaron M. Suto, President and Treasurer of Toly Digital Networks, Inc. (TDN) is highly visible in the telecommunications industry. Since joining TDN in February, 1997 he leads TDN's sales and service efforts in the ILEC and Commercial markets. He currently holds the position of Company president. As President, he ensures that the products and service of TDN are the leader in the market place. He is also responsible for the strategic alliances with Carrier and ILEC agreements. Prior to joining TDN, Aaron was responsible for managing the startup of a variety of restaurant chains across the U. S., as well as ensuring customer service training at the management level for corporations such as Lincoln Restaurant Group and Brinker International. Subsequent to Mr. Mark W. Suto's gift, Aaron became the controlling shareholder of TDN.

Mr. Mark W. Suto is CEO of TDN since founding the company in 1995. His over 30 years of experience in the Telecommunications industry include; Director/General Manager of Commonwealth Long Distance (CLD) from 1990 to 1995, Director of Communications Transmission, Inc. of Austin Texas, Regional Marketing Manager for MCI, and also held management roles at AT&T, Bell South and Verizon Telephone Companies.

Ms. Nancy Suto has been with TDN since the company was founded in 1995. She has held numerous roles including managing technical support and implementation of new systems, carrier platforms and TDN networks and technology. She is also the creative drive behind TDN's marketing efforts, developing promotional materials for TDN and its customer base. Prior to TDN she spent eight years as Producer and Promotions Director for a top, nationally syndicated radio morning show in Atlanta, GA (WKHX and WYAY), owned and operated by Capital Cities/ABC/Disney.

Mr. Mark E. Suto joined TDN in October of 2003. He brought 20 years of experience in the Financial Services Industry. Immediately prior to joining TDN, he was a Director of Call Center Operations/Customer Service with Capital One Financial Services in Tampa, Florida. He started his career with the Federal Reserve Bank as Manager of Operations. He then became The Senior Manager of Call Center Operations for American Express followed by positions with Household Credit Services as VP of Customer Service and Fraud Prevention. He also held the position of VP Fraud

Operations and Senior Vice President for Credit Card Customer Services for Bank of America. He handles TDN's regulatory compliance and computer operations. He also serves as the Company's director of technology & Design Development.

Mark W. Suto and his children Aaron, Mark E. and Nancy are also on the board of directors of TDN.

Sales have increased by one hundred and fifteen percent per year from 2002 to 2008. Approximately fifty percent (50%) of this increase occurred during the 2007 to 2008 year when the company added a new salesperson.



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

TOLY DIGITAL NETWORKS, INC.

4425 Military Trail #209
Jupiter, FL 33458 USA

December 30, 2010

Filing Acknowledgment

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

Control # :	647322	Formation Locale:	Florida
Filing Type:	Corporation For-Profit - Foreign	Date Formed:	08/22/1995
Filing Date:	12/28/2010 3:16 PM	Fiscal Year Close	12
Status:	Active	Annual Rpt Due:	04/01/2012
Duration Term:	Perpetual	Image # :	6806-1927

Document Receipt

Receipt # : 296000	Filing Fee:	\$600.00
Payment-Check/MO - CORPORATION GUARANTEE AND TRUST COMPANY, BENSALEM, PA		\$600.00

Registered Agent Address

JOSEPH MARTIN JR
315 DEADERICK ST
STE 1100
NASHVILLE, TN 37238 USA

Congratulations on the successful filing of your **Certificate of Authority** for **TOLY DIGITAL NETWORKS, 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: Darlene Baskin

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
STATE OF TENNESSEE
For Office Use Only
2010 DEC 28 PM 3:16
TNE HARGRETT
SECRETARY OF STATE

6806.1927

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 TOLY DIGITAL NETWORKS, 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 Florida

3. The date of its incorporation is 08/22/1995 (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
4425 Military Trail, #209, Jupiter 33458 FL/Palm Beach County
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
315 Deaderick Street, Suite 1100 Nashville 37238 TN/Davidson County
Street City State/County
Registered Agent Joseph Martin, Jr.

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.) See Exhibit A attached hereto and made a part hereof.

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.) See Exhibit A attached hereto and made a part hereof.

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) Not applicable 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.]

Signature Date

12/14/2010

Signer's Capacity

VICE PRESIDENT

TOLY DIGITAL NETWORKS, INC.

Name of Corporation

Signature

[Signature]

Name (typed or printed)

MARK SUTO

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)

TOLY DIGITAL NETWORKS, INC.

EXHIBIT A

RECEIVED
STATE OF TENNESSEE
2010 DEC 28 PM 3:16
TRE HARGETT
SECRETARY OF STATE

6886.1928

6. The names and complete business addresses (including zip code) of its current officers are:

Aaron Suto, President	4425 Military Trail, Jupiter, FL 33458
Mark W. Suto, Vice-President	131 S. Ocean Grande Blvd., Jupiter, FL 33477
Mark E. Suto, Vice-President	4425 Military Trail, Jupiter, FL 33458
Nancy Suto, Secretary	4425 Military Trail, Jupiter, FL 33458
Mark W. Suto, Treasurer	131 S. Ocean Grande Blvd., Jupiter, FL 33477

7. The names and complete business addresses (including zip code) of its current board of directors are:

Aaron Suto	4425 Military Trail, Jupiter, FL 33458
Mark W. Suto	131 S. Ocean Grande Blvd., Jupiter, FL 33477
Mark E. Suto	4425 Military Trail, Jupiter, FL 33458
Nancy Suto	4425 Military Trail, Jupiter, FL 33458

State of Florida

Department of State

I certify from the records of this office that TOLY DIGITAL NETWORKS, INC. is a corporation organized under the laws of the State of Florida, filed on August 22, 1995.

The document number of this corporation is P95000064993.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on July 14, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Seventeenth day of December, 2010*



Laura K. Roberts
Secretary of State

Authentication ID: 500188779155-121710-P95000064993

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

RECEIVED
STATE OF TENNESSEE
2010 DEC 28 PM 3:10
THE HARGETT
SECRETARY OF STATE

**ARTICLES OF AMENDMENT TO
AND RESTATEMENT OF THE
ARTICLES OF INCORPORATION
OF
TOLY DIGITAL NETWORKS, INC.**

FILED
98 AUG 24 PM 2:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to and Restatement of its Articles of Incorporation:

1. The name of the corporation is TOLY DIGITAL NETWORKS, INC.
2. The text of the Articles, as amended and restated, is as follows:

**"ARTICLE I
NAME**

The name of this corporation is TOLY DIGITAL NETWORKS, INC.

**ARTICLE II
DURATION**

This corporation shall have perpetual existence, commencing on August 22, 1995, the date of filing of the original Articles with the Florida Department of State.

**ARTICLE III
PURPOSE**

This corporation is organized for the purpose of transacting any or all lawful business for which corporations may be incorporated under Chapter 607, Florida Statutes, as now exists or may hereafter be amended.

**ARTICLE IV
CAPITAL STOCK**

This corporation is authorized to issue 15,100 shares of no par value voting common stock, which shall be designated as "Voting Common Shares" and 45,300 shares of no par value nonvoting common stock, which shall be designated as "Nonvoting Common Shares."

**ARTICLE V
REGISTERED AGENT AND OFFICE**

The street address of the registered principal office of this corporation is 13901 U. S. Highway #1, Suite 1, Juno Beach, FL 33408, and the name of the registered agent of this corporation is Mark W. Suto.

**ARTICLE VI
BOARD OF DIRECTORS**

This corporation shall have four directors constituting the initial Board of Directors. The number of directors may be either increased or decreased from time to time as provided in the By Laws.

**ARTICLE VII
SHAREHOLDERS' AGREEMENT**

The shareholders have executed a certain Shareholders' Agreement dated August 1, 1996 and amended October 30, 1997, that imposes certain restrictions on the transfer of shares. Each share certificate issued by the corporation shall have printed or stamped thereon the following legend: "These shares are held subject to certain transfer restrictions imposed by a Shareholders' Agreement dated August 1, 1996, as amended from time to time. A copy of this Shareholders' Agreement as amended is on file at the principal office of the corporation."

**ARTICLE VIII
INDEMNIFICATION**

The corporation shall indemnify any officer or director or any former officer or director, to the full extent permitted by law.

**ARTICLE IX
AMENDMENT**

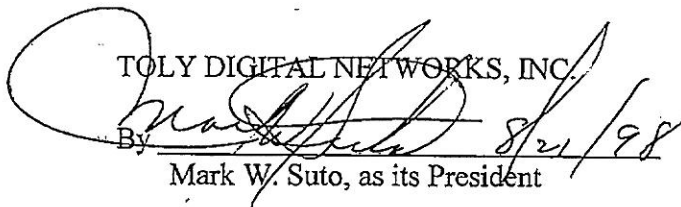
This corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment thereto, by a majority vote of the shareholders."

3. The amendment and restatement was adopted on the 22nd day of August, 1998.


4. The amendment and restatement was duly approved by the board of directors and the shareholders in accordance with Section 607.1006.

Dated: August 22, 1998

[CORPORATE SEAL]

TOLY DIGITAL NETWORKS, INC.
By  8/21/98
Mark W. Suto, as its President

ATTEST:



Nancy A. Suto, as its Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Articles of Incorporation were acknowledged before me this 22nd day of August 1998, by MARK W. SUTO, who is personally known to me or who produced his driver's license and voter registration card as identification.

[NOTARY]
[SEAL]



Sarah L. Seftenberg
Notary Public

My Serial Number is: _____

My Commission Expires: _____

This document prepared by:
Stephen L. Seftenberg, Esq.
2800 North Flagler Drive, #205
West Palm Beach, FL 33407
Telephone: (561) 804-9970
Facsimile: (561) 804-9518
Florida Bar No: 805246
to\y\corporate\artamend.01

Toly Digital, Inc.
Part IV Attachment: Financial Statements
(Confidential)

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: MS4034020

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

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

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

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

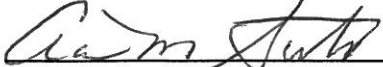
This bond shall become effective on the 23rd day of June, 2011, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Toly Digital Networks Inc
Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL



Name: Aaron M Suto
Title: PRESIDENT

SURETY

Great American Insurance Company
Name of Surety

301 E 4th Street, Cincinnati, OH 45202
Address of Surety

SIGNATURE OF SURETY AGENT



Name: Robert S. Netzel
Title: Attorney-in-Fact

Address of Surety Agent:

Patriot Bonding, LLC
14300 N. Northsight Blvd, Suite 116
Scottsdale, AZ 85260

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

ACKNOWLEDGMENT OF PRINCIPAL

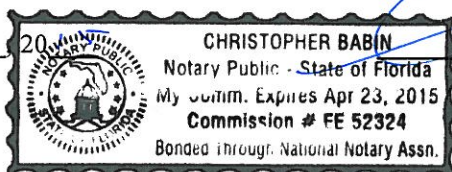
STATE OF ~~TENNESSEE~~ ^{Florida}
COUNTY OF Palm Beach

Before me, a Notary Public of the State and County aforesaid, personally appeared Aaron Suto
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing
bond on behalf of Taly Digital Networks and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 11th day of July, 2011.

My Commission Expires:

4-23



Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF ~~TENNESSEE~~ ^{Arizona}
COUNTY OF Maricopa

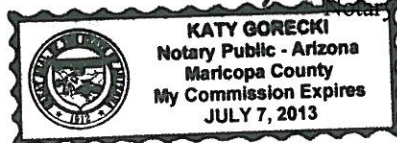
Before me, a Notary Public of the State and County aforesaid, personally appeared Robert S. Netzel
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the
foregoing bond on behalf of Great American Ins Co., the within named Surety, a corporation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

WITNESS my hand and seal this 13th day of June, 2011.

My Commission Expires:

July 7th 2013

~~2000~~



Notary Public

Katy Gorecki

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory
Authority, State of Tennessee, this _____ day of _____, 20__.

Name:

Title:

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 014418

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name
ROBERT S. NETZEL
DONALD G. COPOULOS

Address
BOTH OF
SCOTTSDALE,
ARIZONA

Limit of Power
BOTH
\$75,000,000.00

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of, April, 2009.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 17th day of April, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the Division Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 13th day of, June, 2011.

TOLY DIGITAL NETWORKS, INC.

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS
BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-212, as amended, Toly Digital Networks, Inc. submits this small and minority-owned Telecommunications business participation plan along with its Application for a Certificate of Public Convenience and Necessity to resell intrastate and local exchange services in Tennessee.

I. PURPOSE

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

II. DEFINITIONS

As defined in §65-5-212.

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

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

III. ADMINISTRATION

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

Mark E. Suto
Toly Digital Networks, Inc.
4425 Military Trail
Suite 209
Jupiter, FL 33458
Telephone: 561-694-8655
Facsimile: 561-694-8656

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.

(3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.

(4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.

(5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.

(6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.

(7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.

(8) Providing information and educational activities to persons within CLECI and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce

The Tennessee Department of Economic and Community Development

The United States Department of Commerce

Small Business Administration

Office of Minority Business

The National Minority Supplier Development Counsel

The National Association of Women Business Owners

The National Association of Minority Contractors

Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above.

Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

Toly Digital Networks, Inc. will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Toly Digital Networks, Inc. will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan. Toly Digital Networks, Inc. will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Toly Digital Networks, Inc. will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Toly Digital Networks, Inc.

By: 
Mark E. Suto
Vice President

Dated:

Appendix I: Schedule B

List of States Where Certified

States (IXC authority)

Alabama
Florida
Georgia
Indiana
Kansas
Louisiana
Missouri
Mississippi
North Carolina
Pennsylvania
Texas
Utah
Virginia
Vermont

TITLE SHEET

TARIFF FILING

of

TOLY DIGITAL NETWORKS, INC.

for the

RESELL OF TELECOMMUNICATIONS SERVICES

This Tariff contains the rates, terms and conditions applicable to intrastate interexchange services offered by Toly Digital Networks, Inc., within the State of Tennessee. The provisions of this tariff apply only to the intrastate interexchange services described in this tariff.

ISSUED BY:

Aaron Suto, President
Toly Digital Networks, Inc.
4425 Military Trail #209
Jupiter, FL 33458

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Section 5 – Refusal and Discontinuance of Service	14
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ISSUED BY:

Aaron Suto, President
Toly Digital Networks, Inc.
4425 Military Trail #209
Jupiter, FL 33458

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.

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 (hereinafter TRA). For example, the 4th revised page 14 cancels the 3rd revised page 14.

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)

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- (T) To signify change in text but no change in rate or regulation.
- (Z) To signify a correction.

ISSUED BY:

Aaron Suto, President
Toly Digital Networks, Inc.
4425 Military Trail #209
Jupiter, FL 33458

APPLICATION OF TARIFF

This Tariff is available for public inspection during normal business hours at the main office of Toly Digital Networks, Inc., located at:

4425 Military Trail #209
Jupiter, FL 33458

This Tariff contains the rates, terms and conditions of service applicable to the furnishing of the within described intrastate interexchange services by Toly Digital Networks, Inc.. This Tariff applies to wholesale interexchange services offered by Toly Digital Networks, Inc.. to certificated telecommunications companies only. Toly Digital Networks does not offer or provide any services to the general public.

ISSUED BY:

Aaron Suto, President
Toly Digital Networks, Inc.
4425 Military Trail #209
Jupiter, FL 33458

SECTION 1 - TERMS AND ABBREVIATIONS

1 . Definitions

CLEC - Competitive Local Exchange Company

TRA - Refers to the Tennessee Regulatory Agency

Company – Toly Digital Networks, Inc., issuer of this tariff

Customer – Any telecommunications provider authorized by the TRA provide local exchange service in Tennessee.

End Users - Those users of the Customer's service.

LEC - Local Exchange Company.

Wholesale Service - Services made available by the Company to TRA certificated LECs and CLECs.

ISSUED BY:

Aaron Suto, President
Toly Digital Networks, Inc.
4425 Military Trail #209
Jupiter, FL 33458

SECTION 2 – GENERAL

2. General

The Company will make local exchange services as identified herein available to certificated LECs and CLECs in the State of Tennessee, on a wholesale basis, for Customers to resell to the Customer's end users.

2.1 Limitations

A. Neither this tariff nor any actions taken by the Company or the Customer in compliance with this tariff, shall be deemed to create an agency or joint venture relationship between the Customer and the Company, or any relationship other than that of purchaser and seller.

B. Neither this tariff, nor any actions taken by the Company or the Customer in compliance with this tariff, shall create a contractual, agency, or any other type of relationship between the Company and the Customer's end users, except for those delineated in Section 4.3.

C. No licenses under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.

D. End users may not purchase services under this tariff.

E. The Company has no rights against, or obligations, liabilities, or duties to, the Customer's end users under this tariff, except for those delineated in Section 4.3.

F. Services will be provided to Customers under this tariff only to the extent that the necessary facilities and necessary operational support systems are available.

SECTION 3 – LIMITATIONS ON LIABILITY

3. Limitations on Liability

3.1 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 6.4.

3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 6.4, 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.

3.3 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.

ISSUED BY:

Aaron Suto, President
Toly Digital Networks, Inc.
4425 Military Trail #209
Jupiter, FL 33458

SECTION 3 – LIMITATIONS ON LIABILITY (CONT'D.)

3. Limitations on Liability (Cont'd.)

3.4 The Company shall be indemnified and held harmless by the Customer or its end users from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

A. 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;

B. 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;

C. Any unlawful or unauthorized use of the Company's facilities and services;

D. 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;

E. Breach in the privacy or security of communications transmitted over the Company's facilities.

SECTION 3 – LIMITATIONS ON LIABILITY (CONT'D.)

3. Limitations on Liability (Cont'd.)

3.4 (Cont'd.)

F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 3.4.

G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

H. 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 ;

I. Any non-completion of calls due to network busy conditions;

J. Any calls not actually attempted to be completed during any period that service is unavailable; and

K. Any other claim resulting from any act or omission of the Customer or end users of the Customer relating to the use of the Company's services or facilities.

3.5 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

3.6 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.

3.7 Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

SECTION 3 – LIMITATIONS ON LIABILITY (CONT'D.)

3. Limitations on Liability (Cont'd.)

3.8 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.

3.9 With respect to Emergency Number 911 Service:

A. 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, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

B. 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.

SECTION 4 - RESPONSIBILITY OF THE CUSTOMER

4. Responsibility of the Customer

4.1 Ordering Service

A. The Customer shall be responsible for the accuracy and completeness of all provisioning requests and orders it submits. The Company will not be responsible for service discrepancies resulting from the Customer's failure to place a service order or the placement of an incorrect service order. The Customer will remain responsible for charges for all services on a line until it submits an order to discontinue the provision of such services, whether or not the Customer's end user is still using such services.

B. The Customer purchasing service under this tariff must place an order or otherwise establish service with the Company through the appropriate operational interfaces established by the Company. The Customer modifying or discontinuing an existing order or service must place an order or provide appropriate information to the Company through the appropriate operational interfaces established by the Company.

C. All Customers must establish automated interfaces complying with the format specified by the Company in order to accommodate ordering, provisioning, billing and collections, customer service and account management functions.

4.2 The Customer shall provide to the Company any information that is reasonably necessary to enable the Company to fulfill its obligations under this tariff and any contract arrangement the two parties may enter into.

4.3 Where a Customer discontinues its provision of service to its end users, for any reason, except for customer specific credit or payment problems, the Customer must send advance written notice of such discontinuance to the Company. Such notice must include a verification that the Customer has notified its end users of the discontinuance, and must state the date on which such end user notice was mailed. If the Customer fails to provide notice, the Company will provide continuous service to the discontinued customers followed by a notice that end user's carrier is no longer providing service and that the end user needs to make other arrangements for local service. If the end user fails to make other arrangements, the Company may continue to service the end user at the Company's retail rates and not under this tariff. The Customer must provide the Company with any information necessary to enable the Company to assume the end user accounts.

SECTION 4 - RESPONSIBILITY OF THE CUSTOMER (CONT'D.)

4. Responsibility of the Customer (Cont'd.)

4.4 To the extent reasonably necessary for the planning of the Company's facilities and operations, the Customer shall provide, on request, forecasts of the approximate number of units of telephone exchange service and other services that the Customer expects to require in particular geographic areas. Such forecasts shall be considered confidential by the Company.

4.5 The Customer is responsible for prompt payment of bills for wholesale service. The Company may bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage unless such charges are billed on a forecasted basis to be trued-up at an agreed upon cycle with the Customer.

4.6 The Customer is responsible for the payment of any regulatory fees including but not limited to 911, 711, 311, relay services and Universal Service or Targeted Accessibility Funds. The Customer is responsible for the payment of sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of local services.

ISSUED BY:

Aaron Suto, President
Toly Digital Networks, Inc.
4425 Military Trail #209
Jupiter, FL 33458

SECTION 5 - REFUSAL AND DISCONTINUANCE OF SERVICE

5. Refusal and Discontinuance of Service

In addition to any contract termination and penalty clauses, the Company reserves the right to the following:

5.1 The Company reserves the right to refuse an application for service from a Customer that is substantially owned, directly or indirectly, by an entity who is indebted to the Company for services previously furnished until the indebtedness is satisfied. The circumstances in which a Customer shall be deemed to be substantially owned, directly or indirectly, by an indebted entity, shall include situations in which the entities are substantially owned directly or indirectly, by the same entity or entities.

5.2 If the Customer fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Company for more than thirty (30) days beyond the date of rendition of the bill for service, or if the Customer fails to comply with the terms and conditions of the contract for service, then the Company may, on ten (10) days written notice by overnight or certified U S Mail to the person designated by the Customer to receive such notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying Customer at anytime thereafter. If the Company does not refuse additional applications for service on the date specified in the ten (10) days notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the non-complying Customer without further notice.

5.3 The Company may discontinue service or cancel an application for service without notice in the event the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

5.4 In the event of fraudulent use of the Company's network, by the Customer and/or the Customer's end users, including but not limited to fraudulent end user orders for transfer of service, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

5 – Refusal and Discontinuance of Service (Cont'd).

5.5 The Company will not be required to seek payment from the Customer's end users prior to terminating the Customer's service or pursuing any other remedies for nonpayment by the Customer. The Customer will thus be a direct obligor of the Company, and not guarantor or surety for any obligations of the Customer's end user.

5.6 The Customer agrees to abide by all Commission rules and regulations, FCC rules and regulations and all applicable state and federal statutes and regulations, including but not limited to, rules regarding slamming and cramming.

ISSUED BY:

Aaron Suto, President
Toly Digital Networks, Inc.
4425 Military Trail #209
Jupiter, FL 33458

SECTION 6 – RESPONSIBILITY OF THE COMPANY

6. Responsibility of the Company

6.1 Billing

A. The Company will establish a billing date for each Customer account. Billing is calculated in U. S. dollars. Customers are required to provide payment in Immediately Available U. S. Funds.

B. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered and any adjustments and credits. Usage charges will be billed in arrears unless the parties have agreed, via contract, that forecasted usage charges may be billed. Forecasted usage charges may also be billed in the event the Customer is greater than sixty (60) days past due on bills for two consecutive billing periods.,

C. If any portion of the payment is received by the Company after the payment date, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor the greater of 2% or the maximum rate as allowed by law. Immediately Available U S Funds denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U S Federal Reserve bank wire transfers, US Federal Reserve note (paper cash), U S Coins and U S Postal money orders.

6.2 Customer Deposits

A. The Company may require any Customer which has previously made a late payment or has an outstanding balance, or which parent company or holding company or successor entity has a history of late payments to the Company, or which does not have established credit, to make a deposit prior to or at any time after the provision of a service under this tariff, or a contracted service which stems from the authority granted in this tariff.

B. A deposit required under this section may not exceed the actual or forecasted rates and charges for the service(s) for a two month period.

C. Payment of a deposit does not relieve the Customer from its obligations to comply with the Company's regulations regarding the prompt payment of bills.

ISSUED BY:

Aaron Suto, President
Toly Digital Networks, Inc.
4425 Military Trail #209
Jupiter, FL 33458

SECTION 6 – RESPONSIBILITY OF THE COMPANY (CONT'D.)

6. Responsibility of the Company (Cont'd.)

6.2 Customer Deposits, (Cont'd.)

D. At such time as the provision of service to the Customer is terminated, the amount of the deposit will be credited to the Customer account and any credit balance which may remain will be refunded.

E. Such a deposit will be refunded or credited to the account when the Customer has established credit to the satisfaction of the Company.

F. Interest on deposits is set at the late payment fee referenced in this tariff.

6.3 Billing Disputes

A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, all undisputed amounts must be paid in order to avoid termination of service. All disputed amounts must be paid to an independent third party escrow agent identified by the Company while resolution of the dispute occurs, in order to avoid termination of service.

B. 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 90 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. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer.

C. 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.

SECTION 7 – OPERATION, MAINTENANCE AND ENGINEERING

7. Operation, Maintenance and Engineering

The Company and the Customer are each individually responsible for the installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and the Customer will perform functions for each other which are reasonable necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

SECTION 8 – WHOLESALE SERVICES, RATES AND CHARGES

8. Wholesale Services, Rates and Charges

8.1 Wholesale services will be made available to eligible customers at rates to be determined on an Individual Case Basis (ICB).