



11-00164

September 27, 2011  
*Via Overnight Delivery*

**Confidential Treatment Requested**

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

**Re: Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications  
Application for Certificate to Resell Telecommunications Services in Tennessee -  
Section A**

Dear Ms. Dillon,

Enclosed for filing are the original and thirteen (13) copies of the Application for Certificate to Resell Telecommunications Services in Tennessee filed on behalf of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications. Upon approval of this Application, it is the Applicant's intent to operate pursuant to market regulation, in accordance with amended T.C.A. Section 65-5-109 enacted May 21, 2009.

The Company respectfully requests confidential treatment of its financial statements and three year projection as it contains highly confidential and proprietary information. These documents are included with this filing in a separate sealed envelope

Also enclosed is a check in the amount of \$50 representing the filing fee.

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail at sthomas@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,

Sharon Thomas  
Consultant to Spectrotel, Inc.

*Enclosure*

*ST/im*

cc: R. Artale, Spectrotel, Inc.  
File: Spectrotel TN IXC  
TMS: TN1100

**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 **Spectrotel, Inc. d/b/a OneTouch Communications  
d/b/a Touch Base Communications**

(Legal Name of different from above) \_\_\_\_\_

Address **3535 State Highway 66, Suite 7**

City **Neptune** State **NJ** Zip Code **07553**

Tenn. Secretary of State Certificate of Authority ID \_\_\_\_\_

Federal Taxpayer ID Number **22-3721842**

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

**d/b/a OneTouch Communications d/b/a Touch Base Communications**

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 **N/A**

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**\*\*\*IMPORTANT INFORMATION\*\*\***

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

**THIS SECTION FOR TRA USE ONLY**

Docket Number. \_\_\_\_\_

Company ID Number \_\_\_\_\_

Date Approved \_\_\_\_\_

Evaluator \_\_\_\_\_

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

**None.**

C. Provide the name, business 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.**

**See Attachment 1.**

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 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)

No.

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

Yes  No If yes, please explain fully.

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

Name: **Ross Artale, Chief Operating Officer**

Phone Number: **732-345-7000** Fax Number: **732-345-7893**

**888-773-9722** E-Mail Address: **rartale@spectrotel.com**

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

Name: **Sharon Thomas, Consultant to Spectrotel, Inc.**

Phone Number: **407-740-3031** Fax Number: **407-740-0613**

(800) **N/A** E-Mail Address: **sthomas@tminc.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.

Phone Number : 888-773-9722 (Bus) Alternate Phone Number: 888-700-5850 (Resi)

Address 3535 State Highway 66, Suite 7

City Neptune State New Jersey Zip Code 07753

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

Name: National Registered Agents, Inc.

Address: 2300 Hillsboro Road

City Nashville State TN Zip Code 37212

- 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)

Name: N/A

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## 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.**

Not applicable.

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

**Included as Exhibit 8 is a list of states where the Applicant is currently providing service and where it has applications pending. Applicant has not been denied authority in any state.**

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.

**Applicant has not had any complaints filed against it.**

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.

**Not applicable.**

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

**None.**

- E. Areas in Tennessee to be served.

The Applicant will be providing service statewide.

- 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. \_\_\_\_\_

**No, the Company does not offer operator services to aggregator locations.**

- 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 II<sup>1</sup>.

**See Appendix II.**

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

**Not applicable. Applicant will not offer casual calling using dial around access codes.**

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

**Not at this time.**

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

**AT&T Tennessee**

M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly<sup>2</sup>?

**The Applicant will bill customers directly. A sample bill is provided in Attachment 2.**

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

**The primary marketing channel for Spectrotel, Inc. will be via Agents.**

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  
(Company Info)

---

COMPANY NAME CONTACT ADDRESS CITY ST ZIP PHONE

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

<sup>2</sup> A copy of a bill is required if the applicant is going to bill the customer directly.

- 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.

**The Company will use letters of authorization to verify customers' switch in preferred interexchange carrier. The LOAs and the process for verifying customer orders will be in full compliance with the Tennessee Regulatory Authority and FCC rules.**

- Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company.

Yes  No

- R. Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates.

Yes  No

- S. Is the Applicant aware of the requirement to insure that any telephone call made between two points in the same county in Tennessee shall be classified as toll-free and not billed to any customer pursuant to Tennessee Code Annotated § 65-21-114?

Yes  No

- T. Is the Applicant aware of the TAR Code data base maintained by BellSouth, its use to insure compliance with T.C.A. § 65-21-114 and the procedures used to enter telephone numbers in that data base?

Yes  No

- U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee. Use additional pages if necessary.

**The Applicant will obtain and query the TAR Code database to ensure that calls placed within county boundaries are not billed toll calls.**



Part III: Organization Structure

A. Applicant's organizational structure

Corporation

Publicly Traded Corporation

Subsidiary of a Publicly Traded Corporation

Limited Liability Corporation Attach a copy of the articles of organization and operating agreement along with amendments.

Other Form of Corporation – privately held

List type C Corporation (Example S Corporation)

Attach a copy of the charter, bylaws and/or certificate of incorporation.

Association Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State

Joint Stock Association Attach a copy of the charter, bylaws and/or certificate of incorporation. and Letter of Authorization from Tennessee Secretary of State.

Trust Attach a copy of the trust agreement and Letter of Authorization from Tennessee Secretary of State.

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

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

(a) The date and state of formation/incorporation: Delaware on January 29, 2000

(1) Parent Company, if applicable N/A

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

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

See **Attachment 3.**

(d) Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange.

**The Applicant does not have a parent company, subsidiaries or affiliates.**

(e) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application.

**Not applicable. There has been no litigation or criminal convictions.**

(f) If applicable, attach a copy of the instrument creating the trust and all amendments thereto:

**Not applicable.**

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

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

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

C. Number of employees: \_\_\_\_.

Employee Identification No. (E.I.N.): 22-3721842

Part IV: Financial Information

A. Address where business records are kept:

Address 3535 State Highway 66, Suite 7

City Neptune State New Jersey Zip Code 07753

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 December Day 31

(2) Date of most recent audited, unconsolidated financial statement of Applicant:

**The Company does not have audited financial statements.**

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

N/A

(4) Period covered by financial statement attached: **Balance Sheet: as of 12/31/10 and income statement through 12/31/09.**

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.

**None.**

**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.

Please see **Attachment 4.**

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 filerom 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 filerom 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

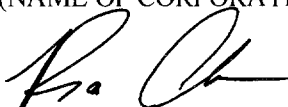
\_\_\_\_\_  
Signature

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

For Corporations and Other Organizations

Spectrotel, Inc.  
(NAME OF CORPORATION)

BY:   
SIGNATURE

Ross Artale  
PRINTED NAME

Chief Operating Officer  
(Title)

ATTEST: COO  
(Title)

On this the 15 day of August, 2011 before me, a Notary Public, Ross Artale 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.

**Louise Johnson**  
Notary Public of New Jersey  
My Commission Expires July 10, 2015

  
Notary Public

seal

**SPECTROTEL, INC.**

**d/b/a/ OneTouch Communications**

**d/b/a Touch Base Communications**

**Attachment 1**

**Employment History for Each  
Executive Officer, Director and each Key Stockholder**

## **Spectrotel Management Profiles**

Spectrotel's management team is experienced, with a successful track record of building and managing fast-growing communications companies. Jack Dayan founded Spectrotel Inc. (formerly Plan B Communications) in 1996 and continues to provide leadership to the company as the CEO. Mr. Dayan has grown the company and has successfully attracted a strong and experienced management team with expertise in communications and operations and finance.

### **Key Team Members**

#### **Jack Dayan - CEO**

Following the enactment of the Telecom Act of 1996, he moved into the telecommunications business and founded what is now known as Spectrotel. Under his leadership, Spectrotel has grown into a multimillion dollar corporation. Mr. Dayan also founded and operates several other enterprises including RazGate (2007), iManaged (2008), and most recently USA Gold Corp (2009). Previously, Mr. Dayan started his career leading the Asian division of a family enterprise in consumer electronics. He earned his bachelor of science degree in Finance from New York University's Stern School of Business in 1992.

#### **Ross Artale – COO**

Mr. Artale brought over 16 years of telecommunications experience when he joined Spectrotel as Vice President of Operations in 2007 and was later promoted to Chief Operating Officer. Mr. Artale has a successful track record of creating best in class service organizations. He began his career at Mobile Comm, a Bell South Company and then later took management positions at two start-up companies, Geotek and Prism Communications. In 2000, Mr. Artale moved to the role of Vice President, Customer Care for InfoHighway Communications, f/k/a Eureka Broadband Corporation where over the next seven years, he was part of the management team that grew the company from a small start up to a \$100 million corporation. At Spectrotel, he is responsible for managing and leading all day to day operations including, sales, sales operations, customer care, provisioning and engineering, quality assurance, regulatory, product management, and marketing.

#### **Edward Kazar – CFO**

Mr. Kazar joined Spectrotel as CFO in February 2009, and is responsible for executive management and oversight of Spectrotel's financial operations and human resources. He brings over 30 years of experience to the Spectrotel team and has had an extremely successful history of managing financial operations in several technology companies having held senior positions Lucent Technologies, Avaya, Infohighway Communications, and Teliris Telepresence. His expertise in working capital improvements and M&A events has driven revenue growth, profitability, and successful liquidity events. He was instrumental in the successful IPO debuts of both Lucent and Avaya. Mr. Kazar has a bachelor of science from the University of Dayton and earned an MBA from Seton Hall University.

#### **Mitch Wright - CIO**

As Chief Information Officer since 2002, Mr. Wright's responsibilities include corporate infrastructure, application development, billing operations, and revenue assurance. His 19 years of experience in telecommunications and information technology include executive positions at Global Crossing, AT&T and Qwest (formerly US West). He has been the billing committee co-chair of the OBF (Ordering and Billing Forum), a national collective of industry experts who address access and interconnection issues as well as chair of Telecordia's Technical Review Group, responsible for the development of Carrier Access Billing Specifications (CABS). Mr. Wright is currently a member of the B/OSS Live! Conference and Businessplex advisory board. He has a bachelor of science degree in computer science from North Dakota State University.

**SPECTROTEL, INC.**

**d/ba/ OneTouch Communications**

**d/b/a Touch Base Communications**

**Attachment 2**

**Sample Bill**



# How To Read Your Invoice :: Guidelines

## How To Read Your Spectrotel® Invoice

**SPECTROTEL®**

P.O. Box 7950  
Schrewsbury, NJ 07702-7950  
*Address Service Requested*

00056855 PRESORT 3DG P1 C8 <B>  
00056855

|||||  
MILL CORP  
GILL MONZA  
255 OAKLAND AVE  
FLR 2  
OAKLAND PARK, NJ 07755

**Remittance Section**

Account Number: 12607  
Invoice Number: 724176  
Invoice Date: June 16, 2003  
Amount Due: \$342.97  
Amount Paid: \$

Current payments received after July 07, 2003 will be subject to finance charges.  
Please make checks payable to SPECTROTEL.

|||||  
SPECTROTEL  
P.O. Box 7950  
Schrewsbury, NJ 07702-7950

*Please detach and return above portion with your payment.*

**SPECTROTEL®**

Account Number: 12607  
Invoice Number: 724176  
Invoice Date: June 16, 2003

**Account Summary**

Balance Due Information	
Previous Balance	\$16.38
Payments Received - Thank You	\$0.00
Adjustments	\$0.00
<b>Balance Forward</b>	<b>1.00</b>
Current Charges	
Monthly Charges	\$32.00
Other Charges and Credits	\$0.00
Usage Charges	\$195.07
Finance Charges	\$0.00
Taxes	\$45.42
Surcharges	\$50.48
<b>Total Current Charges</b>	<b>\$342.97</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$342.97</b>

**Important Messages**

**Refer a Friend**  
You can lower next month's telephone bill by \$20!  
Refer a friend or business to sign up for Spectrotel's great low rates and earn a \$20 credit to your account. To learn how you can earn your referral credit, call Customer Care at 1-866-343-6848.

**Important Message**  
Effective June 1, the state sales tax rate in New York increased from the current rate of 4 percent to 4.25 percent. This increase also applies to telecommunications services. The new tax rate is in effect with your current bill.

*Communications is our Service...  
Customer Care is our Business.*

Page 1  
For Billing and Service Inquiries Please Call (888) 773-9722

- 1** – Refer to this general account information when corresponding with Spectrotel regarding your bill.
- 2** – This is the total outstanding balance after payments, credits and adjustments have been applied to your previous bill. The Amount Due equals New Charges plus any remaining charges from your previous bill.
- 3** – This section includes totals for your local, regional and/or long distance calls. It also includes monthly recurring charges, PICC charges, one-time charges, any finance charges for past due balances and applicable taxes and surcharges.
- 4** – Monthly bill message.

# How To Read Your Invoice :: Guidelines

## How To Read Your Spectrotel® Invoice

Spectrotel accepts debit card payments and electronic funds transfers for your convenience. To the extent of these, any amount not paid by the date of billing will be billed to you as a balance due. Please refer to the terms and conditions for more information.

**Credit Card**

Discover  Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_  Automatically bill my card for all my bills

VISA  Name on Card: \_\_\_\_\_ Amount \$: \_\_\_\_\_  Yes  No

MasterCard

American Express

**Electronic Funds Transfer (EFT)**

Yes, I want to enroll in the EFT program and have my monthly payments deducted automatically from my checking account. I understand that I will be required to provide a voided check from the checking account which I want to be debited for my monthly payments.

No, I do not wish to enroll in the EFT program.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SPECTROTTEL®**

For information on Spectrotel products and services, please visit our website: [www.spectrotel.com](http://www.spectrotel.com)

**Terms And Conditions**

**Due:** This bill is due and payable within 21 days of the invoice date, and is past due if unpaid after the date shown on the remittance stub of this invoice.

**Payments:** Please make your check or money order payable to Spectrotel in U.S. Dollars. If you prefer to pay by credit card or electronic funds transfer, please fill out the card or return in the provided envelope. Do not send cash.

**Late Fees:** You will be assessed a late fee on balances that remain unpaid for more than 30 days from the invoice date. If your payment is not received within 30 days of the invoice date, or within the time allowed by your state's Public Utility Commission, Spectrotel may begin proceedings to collect all service to you. You will be notified of such action if required by your state's law.

**Returned Checks:** If your bank returns your check or rejects any electronic funds transfer, you will be charged \$25.00 for Spectrotel for payment of services you were charged.

**Billing of Calls:** We make every effort to bill your calls within the next billing cycle after the calls are made. In some instances, we may experience a time lag in processing your calls. All calls will be billed within 90 days from the time they are made.

**Change of Address or Account Holder Name**

Please call us at (888) 773-9722 to let us know if you have a name or address change, or send it in writing to our Customer Care Department at the P.O. Box listed to the right.

**Deposits**

Spectrotel will refund any required deposit in accordance with the applicable rules of your state's Public Utility Commission.

**Automatic Monthly Payments**

If you wish to pay your bill automatically each month, simply fill out the stub above and return it in its remittance envelope. Payments will be automatically deducted from your checking account each month on the 3rd-5th day after being billed. Automatic payments will stay in effect until you notify us in writing that you wish to terminate the service.

**Contacting Us**

If you have any questions about your bill, please call us at (888) 773-9722.

Our customer care representatives can answer your questions quickly and professionally. If you wish to question an item on your bill or comment on our service in writing, please address your letter to:

Spectrotel  
 Customer Care  
 P.O. Box 7950  
 Shawarbury, NJ 07702

Please include your account name, account number, the specific question or comment about the bill, and the dollar amount of the item(s) in question. While the item(s) in question are being investigated, you do not have to pay them. However, the amount not in question is still due and payable by the due date listed on the remittance stub. You have up to 90 days from the bill date to question a charge. After 90 days it will be deemed that you have accepted all charges. If, after communicating with us, you have an unresolved issue, you may contact your state's Public Utility Commission.

**5** — This area can be used either to make a single credit card payment or to sign up for automatic recurring monthly credit card payments.

**6** — Spectrotel Terms and Conditions.

**7** — This section displays any adjustments or payments made during the current bill cycle.

**8** — This is a detailed summary of monthly recurring charges including billing date, the quantity of items, the pro-rated amount (where applicable), the monthly recurring rate and the total charges per item (monthly rate x quantity of items).

**SPECTROTTEL®** Account Number: 16569 Invoice Number: 724176 Invoice Date: July 16, 2003

**Payments and Adjustments**

Date	Description	Amount
May 24, 2003	CHECK	\$165.00
<b>Total Payments</b>		<b>\$165.00</b>

**Monthly Service**

NY Business Metro Plan	From	To	Quantity	Pro-rated	Monthly	Amount
Business Metro Plan	06/15/2003	07/14/2003	1		\$13.00	\$13.00
Business Metro Plan	06/15/2003	07/14/2003	1		\$0.00	\$0.00
<b>Total NY Business Metro Plan</b>						<b>\$13.00</b>
<b>Total Monthly Service</b>						<b>\$13.00</b>

**Usage Summary**

NY Metro Plan	Time of Day	Calls	Minutes	Amount
Local	All	2	111	\$10.25
Regional	All	1	15	\$10.25
National	All	1	1	\$0.25
Call Completion Service	All	11	70	\$0.30
<b>Total NY Metro Plan</b>				<b>\$12.11</b>
SuperServer Long Distance				\$0.14
International	All	4	40	\$0.14
Information	All	266	40	\$0.00
Customer Service	All	1	5	\$0.00
Local Directory Assistance	All	4	54	\$0.30
<b>Total SuperServer Long Distance</b>				<b>\$0.58</b>
<b>Total Usage</b>				<b>\$12.69</b>

**Taxes And Surcharges**

Federal Tax	\$0.10
State Tax	\$0.00
Fuel Tax	\$0.00
<b>Total Taxes</b>	<b>\$0.10</b>
FCC Surcharge	\$12.00
Fuel Surcharge	\$12.00
Local Surcharge	\$0.00
<b>Total Surcharges</b>	<b>\$24.00</b>

**Active Service Numbers**

NY Business Metro Plan	(212) 966-1000
------------------------	----------------

**9** — This section summarizes all calls (usage) made during the current billing cycle. Local and Regional usage indicates the time of day the calls were made, the number of calls, the total minutes billed and the total charges. Long Distance usage summary includes total number of calls, total minutes billed and total long distance charges.

**10** — This section details each level of government taxes and FCC line charges.

**11** — Active Service numbers are all of your telephone numbers serviced by Spectrotel on this account.

**12** — Long Distance call detail indicates the date, time, total minutes billed, phone number called, city, state and total amount billed for each call.

**Long Distance**

Date	Time	Min	Called To	Location	Amount
Calls for (212) 966-1000					
(-)					
07/16/03	02:51 AM	0:3	612219111	New York, NY	\$0.5
07/16/03	06:46 AM	0:5	612219111	New York, NY	\$0.5
07/16/03	07:15 AM	1:2	612219111	New York, NY	\$0.5
(-)					
<b>133 Calls</b>		<b>258.2</b>	<b>for (212) 966-1000</b>		<b>\$196.07</b>
(-)					

**SPECTROTEL, INC.**

**d/b/a/ OneTouch Communications**

**d/b/a Touch Base Communications**

**Attachment 3**

**Articles of Incorporation**

**License to Transact Business in Tennessee**

# 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 "SPECTROTEL, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-NINTH DAY OF FEBRUARY, A.D. 2000, AT 9 O'CLOCK A.M.

CERTIFICATE OF DESIGNATION, FILED THE THIRD DAY OF APRIL, A.D. 2000, AT 6 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE FOURTH DAY OF APRIL, A.D. 2000, AT 1 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWELFTH DAY OF AUGUST, A.D. 2002, AT 9 O'CLOCK A.M.

RESTATED CERTIFICATE, CHANGING ITS NAME FROM "PLAN B COMMUNICATIONS, INC." TO "SPECTROTEL, INC.", FILED THE ELEVENTH DAY OF OCTOBER, A.D. 2002, AT 11:30 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE EIGHTH DAY OF MAY, A.D. 2003, AT 1:11 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE

3185104 8100H

110764720

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8865573

DATE: 06-27-11

# Delaware

PAGE 2

*The First State*

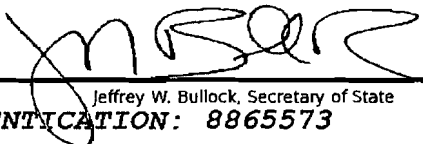
AFORESAID CORPORATION, "SPECTROTEL, INC."



3185104 8100H

110764720

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8865573

DATE: 06-27-11

**CERTIFICATE OF INCORPORATION**

**OF**

**PLAN B COMMUNICATIONS, INC.**

(Under Section 102 of the General Corporation Law)

It is hereby certified:

**FIRST:** The name of the corporation is Plan B Communications, Inc. (the "Corporation").

**SECOND:** The registered office of the Corporation is to be located at 15 East North Street, City of Dover, County of Kent, State of Delaware 19901. The name of its registered agent at that address is United Corporate Services, Inc.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

**FOURTH:** The total number of shares of all classes of stock which the Corporation shall be authorized to issue is 55,000,000, of which 50,000,000 shall be designated as Common Stock with a par value of \$.001 per share, and 5,000,000 shall be designated as Preferred Stock with a par value of \$.001 per share.

The Board of Directors may divide the Preferred Stock into any number of series, fix the designation and number of shares of each such series, and determine or change the designation, relative rights, preferences, and limitations of any series of Preferred Stock. The Board of Directors (within the limits and restrictions of any resolutions adopted by it originally fixing the number of shares of any series of Preferred Stock) may increase or decrease the number of shares initially fixed for any series, but no such decrease shall reduce the number below the number of shares then outstanding and shares duly reserved for issuance.

**FIFTH:** The name of the incorporator is Orlando Figueroa. His mailing address is c/o Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154-0037.

**SIXTH:** The election of directors need not be by written ballot, unless the by-laws so provide.

**SEVENTH:** No stockholder shall bring any action against the Corporation or any officer or director of the Corporation (in their respective capacities), unless such stockholder and any person controlling such stockholder shall have entered an agreement with the Corporation, reasonably satisfactory to it, requiring the losing party, and any person controlling the stockholder, if the stockholder shall be the losing party, to pay to the prevailing party the attorneys' fees and expenses incurred by the prevailing party in such action. This Article SEVENTH shall not apply to any claim arising before the Corporation shall have first filed a

registration statement with respect to a class of equity security under the Securities Act of 1933 or the Securities Exchange Act of 1934 ("Exchange Act"). As used in this Article SEVENTH, the term "person" shall have the meaning given it in Section 13(d) of the Exchange Act, and the term "controlling" shall have the meaning given it in Rule 12b-2 under the Exchange Act.

EIGHTH: The Board of Directors shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the By-Laws of the Corporation.

NINTH: The Corporation shall indemnify and advance expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, each person who is or was a director or officer of the Corporation and the heirs, executors and administrators of such a person.

TENTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, on application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or a class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

ELEVENTH: The personal liability of directors of the Corporation is hereby eliminated to the full extent permitted by Section 102(b)(7) of the General Corporation Law of the State of Delaware as the same may be amended and supplemented.

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

IN WITNESS WHEREOF, this Certificate has been subscribed to this 29<sup>th</sup> day of February, 2000 by the undersigned, who affirms that the statements made herein are true under the penalty of perjury.

/s/ Orlando Figueroa  
Orlando Figueroa  
Incorporator  
Loeb & Loeb LLP  
345 Park Avenue  
New York, New York 10154-0037



CERTIFICATE OF DESIGNATION, PREFERENCES  
AND RIGHTS OF SERIES A CONVERTIBLE  
PREFERRED STOCK

-OF-

PLAN B COMMUNICATIONS, INC.

Plan B Communications, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), by its President and Secretary, does hereby certify that, pursuant to authority conferred upon the Board of Directors by Article Fourth of the Certificate of Incorporation of the Company, authorizing a class of 5,000,000 shares of preferred stock of the Company, the Board of Directors of the Company, by unanimous written consent, has duly adopted resolutions providing for the issuance out of such class of a series of up to 550,000 shares of Series A Convertible Preferred Stock at an issuance price of \$30.00 per share (the "Original Purchase Price") and setting forth the voting powers, designation, preferences and relative, participating, optional and other special rights, and the qualifications, limitations and restrictions thereof, which resolution is as follows:

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Company in accordance with the provisions of its Articles of Incorporation, as amended, there be, and hereby is, created out of the class of 5,000,000 shares of preferred stock of the Company authorized in of Article Fourth of its Certificate of Incorporation, a series of preferred stock of the Company with the following voting powers, designation, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions:

1. Designation and Number of Shares. 550,000 shares of preferred stock (the "Shares") are hereby designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock").

2. Rank. The Series A Preferred Stock shall rank: (i) junior to any other class or series of capital stock of the Corporation hereafter created specifically ranking by its terms senior to the Series A Preferred Stock (the "Senior Securities"); (ii) prior to all of the Corporation's common stock, \$.001 par value per share (the "Common Stock"); (iii) prior to any class or series of capital stock of the corporation hereafter created not specifically ranking by its terms senior to or on parity with the Series A Preferred Stock (collectively, with the Common Stock, "Junior Securities"); and (iv) on parity with the Series A Preferred Stock of the Corporation and any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms on parity with the Series A Preferred Stock (the "Parity Securities"), in each case as to the distribution of assets upon liquidation, dissolution or winding up of the Corporation. The Corporation may issue, in the future, without the consent of holders of the Series A Preferred Stock, other Senior, Junior or Parity Securities.

3. Liquidation.

(a) Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary ("Liquidation"), the holders of record of the shares of the Series A Preferred Stock shall be entitled to receive, immediately after any distributions to Senior Securities required by the Corporation's Certificate of Incorporation and any certificate(s) of designation, powers, preferences and rights, and before and in preference to any distribution or payment of assets of the Corporation or the proceeds thereof may be made or set apart for the holders of Junior Securities, an amount in cash equal to \$100.00 per share, subject to adjustment in the event of stock splits, combinations or similar events (the "Liquidation Value"). If, upon such Liquidation, the assets of the Corporation available for distribution to the holders of Series A Preferred Stock and any Parity Securities shall be insufficient to permit payment in full to the holders of the Series A Preferred Stock and Parity Securities, then the entire assets and funds of the Corporation legally available for distribution to such holders and the holders of the Parity Securities then outstanding shall be distributed ratably among the holders of the Series A Preferred Stock and Parity Securities based upon the proportion the total amount distributable on each share upon liquidation bears to the aggregate amount available for distribution on all shares of the Series A Preferred Stock and of such Parity Securities, if any.

(b) Upon the completion of the distributions required by subparagraph (a) of this Paragraph 2, if assets remain in the Corporation, they shall be distributed to holders of Junior Securities in accordance with the Corporation's Certificate of Incorporation and any certificate(s) of designation, powers, preferences and rights.

(c) For purposes of this Paragraph 3, a merger or consolidation or a sale of all or substantially all of the assets of the Corporation shall be considered a Liquidation except in the event that in such a transaction, the holders of the Series A Preferred Stock receive securities of the surviving corporation having substantially similar rights as the Series A Preferred Stock.

4. Dividends. Subject to the rights of any other series of Preferred Stock that may from time to time come into existence, the holders of shares of Series A Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, ratably with any declaration or payment of any dividend with holders of the Common Stock or other junior securities of this Corporation, when, as and if declared by the Board of Directors, based on the number of shares of Common Stock into which each share of Series A Preferred Stock is then convertible.

5. Conversion Rights. Each holder of record of shares of the Series A Preferred Stock shall have the right to convert all or any part of such holder's share of Series A Preferred Stock into Common Stock as follows:

(a) Optional Conversion. Subject to and upon compliance with the provisions of this Section 5, the holder of any shares of Series A Preferred Stock shall have the right at such holder's option, at any time or from time to time, to convert any of such shares of Series A Preferred Stock into fully paid and nonassessable shares of Common Stock at the Conversion Price (as defined in Section (5)(c) below) in effect on the Conversion Date (as defined in Section 5(d) below) upon the terms hereinafter set forth.

(b) Automatic Conversion. Each outstanding share of Series A Preferred Stock shall automatically be converted, without any further act of the Corporation or its stockholders, into fully paid and nonassessable shares of Common Stock at the Conversion Price then in effect: (i) upon the closing of a public offering or private placement of the Company's securities raising gross proceeds in excess of \$15 million and, in the case of a private placement, at a per share price of more than \$12.00 (a "Qualified Offering"); (ii) at such time as the closing bid price for the Common Stock of the Company has equaled at least 300% the Conversion Price for a period of 20 consecutive trading days, provided that the Common Stock of the Company is trading on a national securities exchange or the Nasdaq Small Cap or National Market System, and the Conversion Shares are fully registered for resale and not subject to any lock-up provisions; or (iii) at such time as 80% of the total number of Preferred Shares issued by the Corporation have converted to Common Stock.

(c) Conversion Price. Each share of the Series A Preferred Stock shall be convertible into that number of fully paid and non-assessable shares of Common Stock of the Company equal to the Original Purchase Price divided by the conversion price in effect at the time of conversion (the "Conversion Price"), determined as hereinafter provided. The Conversion Price shall initially be \$3.00 per share; provided, however, that in the event the average closing price of the Company's Common Stock, if publicly traded, is less than the Conversion Price during the 20 trading days preceding the first anniversary of the first date a share of Series A Preferred Stock was issued, the Conversion Price will be reset to such lower price. The number of shares of Common Stock into which each share of Preferred Stock is convertible is herein referred to as the "Conversion Rate." The Conversion Price shall be subject to adjustment as set forth in Section 6 hereof.

(d) Mechanics of Conversion. Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Series A Preferred Stock, and shall give written notice to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Conversion shall be deemed to have been effected on the date when delivery of notice of an election to convert and certificates for shares is made in accordance with Section 5(a) or on the date of the occurrence of an event specified in Section 5(b), as the case may be, and such date is referred to herein as the "Conversion Date." All Common Stock which may be issued upon conversion of the Series A Preferred Stock will, upon issuance, be duly issued, fully paid and non-assessable and free from all taxes, liens, and charges with respect to the issuance thereof. At all times that any shares of Series A Preferred Stock are outstanding, the Company shall have authorized and shall have reserved for the purpose of issuance upon such conversion into Common Stock of all Series A Preferred Stock, a sufficient number of shares of Common Stock to provide for the conversion of all outstanding shares of Series A Preferred Stock at the then effective Conversion Rate. Without limiting the generality of the foregoing, if, at any time, the Conversion Price is decreased, the number of shares of Common Stock authorized and reserved

for issuance upon the conversion of the Series A Preferred Stock shall be proportionately increased.

(e) Conversion Price Adjustments. The Conversion Price shall be subject to the adjustment provisions of Section 6 below.

(f) Fractional Shares. No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon the conversion of the Series A Preferred Stock. In lieu of any fractional shares to which a holder would otherwise be entitled, the Corporation shall pay cash, equal to such fraction multiplied by the closing price (as defined in Section 6(h) hereof) of the Common Stock on the day of conversion

6. Anti-Dilution Provisions. The Conversion Price in effect at any time and the number and kind of securities issuable upon the conversion of the Series A Preferred Stock shall be subject to adjustment from time to time upon the happening of certain events as follows:

(a) In case the Company shall hereafter (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Conversion Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) In case the Company shall fix a record date for the issuance of rights or warrants to all holders of its Common Stock entitling them to subscribe for or purchase shares of Common Stock (or securities convertible into Common Stock) at a price (the "Subscription Price") (or having a conversion price per share) less than the Conversion Price on such record date, the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the record date of such issuance by a fraction, the numerator of which shall be the sum of the number of shares of Common Stock outstanding on the record date and the number of additional shares of Common Stock which the aggregate offering price of the total number of shares of Common Stock so offered (or the aggregate conversion price of the convertible securities so offered) would purchase at the Conversion Price in effect immediately prior to the record, and the denominator of which shall be the sum of the number of shares of Common Stock outstanding on such record date and the number of additional shares of Common Stock offered for subscription or purchase (or into which the convertible securities so offered are convertible). Such adjustment shall be made successively whenever such rights or warrants are issued and shall become effective immediately after the record date for the determination of shareholders entitled to receive such rights or warrants; and to the extent that shares of Common Stock are not delivered (or securities convertible into Common Stock are not delivered) after the expiration of such rights or warrants the Conversion Price shall be readjusted to the Conversion Price which would then be in effect

had the adjustments made upon the issuance of such rights or warrants been made upon the basis of delivery of only the number of shares of Common Stock (or securities convertible into Common Stock) actually delivered.

(c) In case the Company shall hereafter distribute to the holders of its Common Stock evidences of its indebtedness or assets (excluding cash dividends or distributions and dividends or distributions referred to in Subsection (a) above) or subscription rights or warrants (excluding those referred to in Subsection (b) above), then in each such case the Conversion Price in effect thereafter shall be determined by multiplying the Conversion Price in effect immediately prior to the distribution date by a fraction, the numerator of which shall be the total number of shares of Common Stock outstanding multiplied by the current market price per share of Common Stock, less the fair market value (as determined by the Company's Board of Directors) of said assets or evidences of indebtedness so distributed or of such rights or warrants, and the denominator of which shall be the total number of shares of Common Stock outstanding multiplied by such current market price per share of Common Stock. Such adjustment shall be made successively whenever such a record date is fixed. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date for the determination of shareholders entitled to receive such distribution.

(d) In case the Company shall hereafter issue shares of its Common Stock (excluding shares issued (i) in any of the transactions described in Subsection (a) above, (ii) upon exercise of options granted to the Company's officers, directors, employees and consultants under a plan or plans adopted by the Company's Board of Directors and approved by its shareholders, if such shares would otherwise be included in this Subsection (d), (but only to the extent that the aggregate number of shares excluded hereby and issued after the date hereof, shall not exceed 15% of the Company's Common Stock outstanding, on a fully diluted basis, at the time of any option issuance), (iii) upon exercise of options, warrants, convertible securities and convertible debentures outstanding as of the final closing of the Private Placement, a Qualified Offering, or conversion of the Shares, (iv) to shareholders of any corporation which merges into the Company in proportion to their stock holdings of such corporation immediately prior to such merger, upon such merger, (v) issued in a private placement through Commonwealth Associates, L.P., as placement agent, or upon exercise or conversion of any securities issued in or in connection with such a private placement (including agent, consulting or advisory warrants), (vi) issued in a private placement where the Offering Price (as defined below) is at least 90% of the current market price, (vii) issued in a bona fide public offering pursuant to a firm commitment underwriting, or (viii) issued in connection with an acquisition of a business or technology which has been approved by a majority of the Company's outside directors but only if no adjustment is required pursuant to any other specific subsection of this Section 6 (without regard to Subsection (i) below) with respect to the transaction giving rise to such rights) for a consideration per share (the "Offering Price") less than the Conversion Price, the Conversion Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the date of issuance by a fraction, the numerator of which shall be the sum of the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares and the number of shares of Common Stock which the aggregate consideration received for the issuance of such additional shares would purchase at the Conversion Price in effect immediately prior to the date of issuance, and the denominator of which shall be the number of shares of Common Stock outstanding

immediately after the issuance of such additional shares. Such adjustment shall be made successively whenever such an issuance is made.

(e) In case the Company shall hereafter issue any securities convertible into or exchangeable for its Common Stock (excluding securities issued in transactions described in Subsections (b), (c) and (d)(i) through (viii) above) for a consideration per share of Common Stock (the "Exchange Price") initially deliverable upon conversion or exchange of such securities (determined as provided in Subsection (g) below) less than the Conversion Price, the Conversion Price shall be adjusted immediately thereafter so that it shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the date of issuance by a fraction, the numerator of which shall be the sum of the number of shares of Common Stock outstanding immediately prior to the issuance of such securities and the number of shares of Common Stock which the aggregate consideration received for such securities would purchase at the Conversion Price in effect immediately prior to the date of issuance, and the denominator of which shall be the sum of the number of shares of Common Stock outstanding immediately prior to such issuance and the maximum number of shares of Common Stock of the Company deliverable upon conversion of or in exchange for such securities at the initial conversion or exchange price or rate. Such adjustment shall be made successively whenever such an issuance is made.

(f) Whenever the Conversion Price is adjusted pursuant to Subsections (a), (b), (c), (d) and (e) above and (j) below, the number of Conversion Shares issuable upon conversion of the Series A Preferred Stock shall simultaneously be adjusted by multiplying the number of Conversion Shares initially issuable upon conversion of the Series A Preferred Stock by the Conversion Price in effect on the date hereof and dividing the product so obtained by the Conversion Price, as adjusted.

(g) For purposes of any computation respecting consideration received pursuant to Subsections (d) and (e) above, the following shall apply:

(i) in the case of the issuance of shares of Common Stock for cash, the consideration shall be the amount of such cash, provided that in no case shall any deduction be made for any commissions, discounts or other expenses incurred by the Company for any underwriting of the issue or otherwise in connection therewith;

(ii) in the case of the issuance of shares of Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined in good faith by the Board of Directors of the Company (irrespective of the accounting treatment thereof), whose determination shall be conclusive; and

(iii) in the case of the issuance of securities convertible into or exchangeable for shares of Common Stock, the aggregate consideration received therefor shall be deemed to be the consideration received by the Company for the issuance of such securities plus the additional minimum consideration, if any, to be received by the Company upon the conversion or exchange thereof (the consideration in each case to be determined in the same manner as provided in clauses (i) and (ii) of this Subsection (g)).

(h) For the purpose of any computation under Subsections (c) and (d) above, the current market price per share of Common Stock at any date shall be the current market price per share of Common Stock on any date shall be deemed to be the average of the daily closing prices for the 30 consecutive business days prior to the day in question. The "closing price" for each day shall be the last sales price or in case no sale takes place on such day, the average of the closing high bid and low asked prices, in either case (i) as officially quoted by the Nasdaq SmallCap Market or the Nasdaq National Market or such other market on which the Common Stock is then listed for trading, or (ii) if, in the reasonable judgment of the Board of Directors of the Corporation, the Nasdaq SmallCap Market or the Nasdaq National Market is no longer the principal United States market for the Common Stock, then as quoted on the principal United States market for the Common Stock, as determined by the Board of Directors of the Corporation, or (iii) if, in the reasonable judgment of the Board of Directors of the Corporation, there exists no principal United States market for the Common Stock, then as reasonably determined by the Board of Directors of the Corporation.

(i) No adjustment in the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Subsection (i) are not required to be made shall be carried forward and taken into account in any subsequent adjustment required to be made hereunder. All calculations under this Section 6 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. Anything in this Section 6 to the contrary notwithstanding, the Company shall be entitled, but shall not be required, to make such changes in the Conversion Price, in addition to those required by this Section 6, as it shall determine, in its sole discretion, to be advisable in order that any dividend or distribution in shares of Common Stock, or any subdivision, reclassification or combination of Common Stock, hereafter made by the Company shall not result in any Federal income tax liability to the holders of Common Stock or securities convertible into Common Stock.

(j) No adjustment under Subsections (b), (c), (d) or (e) shall be required for issuances below the Conversion Price if either (i) the current market price is at least 300% of the Conversion Price then in effect and (ii) a registration statement covering the Conversion Shares is in effect and remains in effect for the 90 days after such issuance or Rule 144(k) under the Securities Act of 1933, as amended (the "Act") is available for resale of all of the Conversion Shares or the Company at the time of such issuance has less than \$100,000 in cash and cash equivalents.

(k) Whenever the Conversion Price is adjusted, as herein provided, the Company shall promptly cause a notice setting forth the adjusted Conversion Price and adjusted number of Conversion Shares issuable upon exercise of each share of Series A Preferred Stock, and, if requested, information describing the transactions giving rise to such adjustments, to be mailed to Commonwealth and, within 10 days after any request for such an adjustment by the Holder, to the Holders at their last addresses appearing in the Share Register, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 6, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(1) In the event that at any time, as a result of an adjustment made pursuant to Subsection (a) above, the Holders of the Series A Preferred Stock thereafter shall become entitled to receive any shares of the Company, other than Common Stock, thereafter the number of such other shares so receivable upon conversion of the Series A Preferred Stock shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Stock contained in Subsections (a) to (g), inclusive above.

7. Voting Rights.

(a) In addition to any other rights provided for herein or by law, the holders of Series A Preferred Stock shall be entitled to vote, together with the holders of Common Stock as one class, on all matters as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as such Common Stock holders. In any such vote each share of Series A Preferred Stock shall entitle the holder thereof to the number of votes per share that equals the number of whole shares of Common Stock into which each such share of Series A Preferred Stock is then convertible.

(b) In the event that the holders of the Series A Preferred Stock are required to vote as a class, the affirmative vote of holders of not less than 50% of the outstanding shares of Series A Preferred Stock shall be required to approve each such matter to be voted upon and if any matter is approved by such requisite percentage of holders of Series A Preferred Stock, such matter shall bind all holders of Series A Preferred Stock.

(c) Each share of the Series A Preferred Stock shall entitle the holder thereof to one vote on all matters to be voted on by the holders of the Series A Preferred Stock as a class, as set forth above.

8. Reissuance. No shares of Series A Preferred Stock which have been converted to Common Stock shall be reissued by the Corporation, provided, however, that any such share, upon being converted and canceled, shall be restored to the status of an authorized but unissued share of preferred stock without designation as to series, rights or preferences and may thereafter be issued as a share of preferred stock not designated as Series A Preferred Stock.

9. Miscellaneous.

(a) There is no sinking fund with respect to the Series A Preferred Stock.

(b) The shares of the Series A Preferred Stock shall not have any preferences, voting powers or relative, participating, optional, preemptive or other special rights except as set forth above in this Certificate of Designation, Preferences and Rights and in the Certificate of Incorporation of the Company.

(c) The holders of the Series A Preferred Stock shall be entitled to receive all communications sent by the Company to the holders of the Common Stock.

(d) The Series A Preferred Stock is not redeemable.



04/03/2000 15:40 FAX

015

IN WITNESS WHEREOF, Plan B Communications, Inc. has caused this Certificate to be signed by its President, on this 3rd day of April 2000, and such person hereby affirms under penalty of perjury that this Certificate is the act and deed of Plan B Communications, Inc. and that the facts stated herein are true and correct.

PLAN B COMMUNICATIONS, INC.

By: Richard Yalan  
Richard Yalan, Chief Executive Officer

Attest:

Jacob Dayan  
Jacob Dayan, President and Secretary

**CERTIFICATE OF MERGER**

**OF**

**ADVAMTEL, LLC**  
**(a Delaware limited liability company)**

**INTO**

**PLAN B COMMUNICATIONS, INC.**  
**(a Delaware corporation)**

**Pursuant to Section 264(c) of the Delaware General Corporation Law**

The undersigned, being the Surviving constituent entity, hereby sets forth as follows:

**FIRST:** The name of the Surviving constituent entity is Plan B Communications, Inc., a corporation organized under the laws of the State of Delaware.

**SECOND:** The name of the Non-Surviving constituent entity is Advamtel, LLC, a limited liability company organized under the laws of the State of Delaware.

**THIRD:** An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each constituent entity in accordance with Section 264(c) of the General Corporation Law of the State of Delaware.

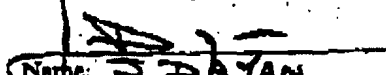
**FOURTH:** The executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving constituent entity, which is located at 655 Shrewsbury Avenue, Suite 302, Shrewsbury, New Jersey 07702.

**FIFTH:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving constituent entity, on request and without cost, to any stockholder, member or other person holding an interest in any constituent entity party to this Certificate of Merger.

**SIXTH:** That the Certificate of Incorporation of the surviving constituent entity shall be its Certificate of Incorporation.

IN WITNESS WHEREOF, this certificate is hereby executed this 4<sup>th</sup> day of  
March, 2000.

PLAN B COMMUNICATIONS, INC.  
(a Delaware corporation)

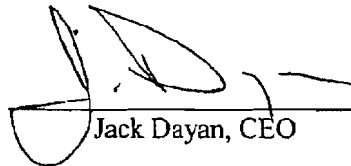
  
Name: J. DAYAN  
President J. Dayan

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE  
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is Plan B Communications, Inc.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on Aug. 6, 2002

  
\_\_\_\_\_  
Jack Dayan, CEO

**FIRST AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
PLAN B COMMUNICATIONS, INC.**

(Under Sections 242 and 245 of the General Corporation Law)

Plan B Communications, Inc. (hereinafter called the "Corporation"), organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

1. This First Amended and Restated Certificate of Incorporation restates, integrates and amends the Certificate of Incorporation. This First Amended and Restated Certificate of Incorporation was duly adopted pursuant to the Corporation's confirmed plan of reorganization (the "Plan"), the Corporation is canceling the Corporation's authorized and outstanding shares of capital stock and authorizing new shares of capital stock, with such cancellation and authorization effective as of the effective date of the Plan, and amending and restating the Certificate of Incorporation of the Corporation, and declaring said amendment and restatement advisable in accordance with the terms and conditions of the Plan.

2. The date of filing of the Corporation's original Certificate of Incorporation is February 29, 2000.

3. The Corporation's Certificate of Incorporation hereby is amended and restated to read in its entirety as follows:

**FIRST:** The name of the corporation is Spectrotel, Inc. (the "Corporation").

**SECOND:** The registered office of the Corporation is to be located at 15 East North Street, City of Dover, County of Kent, State of Delaware 19901. The name of its registered agent at that address is United Corporate Services, Inc.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

**FOURTH:** The total number of shares of all classes of stock which the Corporation shall be authorized to issue is 3,000,000, all of which shall be designated as Common Stock with a par value of \$.001 per share. The Corporation shall not authorize or issue any non-voting shares.

**FIFTH:** The election of directors need not be by written ballot, unless the by-laws so provide.

**SIXTH:** No stockholder shall bring any action against the Corporation or any officer or director of the Corporation (in their respective capacities), unless such stockholder and any person controlling such stockholder shall have entered an agreement with the Corporation, reasonably satisfactory to it, requiring the losing party, and any person controlling the stockholder, if the stockholder shall be the losing party, to pay to the prevailing party the attorneys' fees and expenses incurred by the prevailing party in such action. This Article SIXTH shall not apply to any claim arising before the Corporation shall have first filed a registration statement with respect to a class of equity security under the Securities Act of 1933 or the Securities Exchange Act of 1934 ("Exchange Act"). As used in this Article SIXTH, the term "person" shall have the meaning given it in Section 13(d) of the Exchange Act, and the term "controlling" shall have the meaning given it in Rule 12b-2 under the Exchange Act.

**SEVENTH:** The Board of Directors shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the By-Laws of the Corporation.

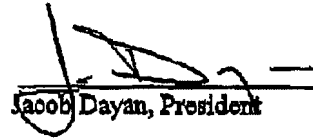
**EIGHTH:** The Corporation shall indemnify and advance expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, each person who is or was a director or officer of the Corporation and the heirs, executors and administrators of such a person.

**NINTH:** Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, on application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or a class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

**TENTH:** The personal liability of directors of the Corporation is hereby eliminated to the full extent permitted by Section 102(b)(7) of the General Corporation Law of the State of Delaware as the same may be amended and supplemented.

**ELEVENTH:** The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, subject to the terms and conditions of the Plan, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, said Plan B Communications, Inc., has caused this Certificate to be signed by its President as of the 8<sup>th</sup> day of October, 2002.

  
\_\_\_\_\_  
Jacob Dayan, President

**CERTIFICATE OF CHANGE OF REGISTERED OFFICE  
AND/OR REGISTERED AGENT**

**OF**

**SPECTROTEL, INC.**

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is Spectrotel, Inc.
2. The registered office of the corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., 9 East Lookarman Street, Suite 1B, Dover, DE 19901, County of Kent.
3. The registered agent of the corporation within the State of Delaware is hereby changed to National Registered Agents, Inc. the business office of which is identical with the registered office of the corporation as hereby changed.
4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Dated: May 2, 2003.

  
Jacob Dagan, President





**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

SPECTROTEL, INC.  
3535 STATE HIGHWAY 6  
SUITE 7  
NEPTUNE, NJ 07753

July 14, 2011

### Filing Acknowledgment

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

**Control # : 487907**      Status:    Active  
Filing Type: Corporation For-Profit - Foreign

#### Document Receipt

Receipt # : 511176	Filing Fee:	\$20.00
Payment-Check/MO - TECHNOLOGIES MANAGEMENT, INC., WINTER PARK, FL		\$20.00

Amendment Type: Assumed Name      Image # : 6915-1614  
Filed Date:      07/14/2011 11:36 AM

This will acknowledge the filing of the attached assumed name with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above. The name registration is effective for five years from the date the original registration was filed with the Secretary of State.

Tre Hargett  
Secretary of State

Processed By: Lindsey Mullins

Field Name	Changed From	Changed To
New Assumed Name	No Value	Touch Base Communications



**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

## Filing Information

Name: **SPECTROTEL, INC.**

### General Information

Control # : **487907** Formation Locale: Delaware  
Filing Type: Corporation For-Profit - Foreign Date Formed: 02/29/2000  
Filing Date: 02/18/2005 9:19 AM Fiscal Year Close 12  
Delayed Effective Date: 03/01/2005 11:59 PM  
Status: Active  
Duration Term: Perpetual

### Registered Agent Address

National Registered Agents, Inc.  
2300 HILLSBORO RD STE 305  
NASHVILLE, TN 37212

### Principal Address

3535 STATE HIGHWAY 6  
SUITE 7  
NEPTUNE, NJ 07753

The following document(s) was/were filed in this office on the date(s) indicated below:

<u>Date Filed</u>	<u>Filing Description</u>	<u>Image #</u>
07/14/2011	Assumed Name New Assumed Name Changed From: No Value To: OneTouch Communications	6915-1611
07/14/2011	Assumed Name New Assumed Name Changed From: No Value To: Touch Base Communications	6915-1614
02/07/2011	2010 Annual Report	A0056-0644
06/30/2010	2009 Annual Report	A0036-1406
06/03/2010	Notice of Determination	A0025-0976
01/23/2009	2008 Annual Report	6428-0510
11/20/2008	Registered Agent Change (by Agent) Registered Agent Physical Address Changed	6893-2556
04/09/2008	2007 Annual Report Principal Address Changed	6289-0784
02/08/2008	Administrative Amendment Mail Address Changed	6208-2642
06/26/2007	2006 Annual Report	6080-0472
06/21/2007	Notice of Determination	ROLL 6065

## Filing Information

Name: **SPECTROTEL, INC.**

---

01/24/2006 2005 Annual Report 5663-0910

02/18/2005 Initial Filing 5361-0810

**Active Assumed Names (if any)**

---

	<b>Date</b>	<b>Expires</b>
Touch Base Communications	07/14/2011	07/14/2016
OneTouch Communications	07/14/2011	07/14/2016



RECEIVED  
STATE OF TENNESSEE

State of Tennessee



Department of State  
Corporate Filings  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, TN 37243

APPLICATION FOR  
REGISTRATION OF  
ASSUMED CORPORATE  
NAME

2011 JUL 14 AM 11:36  
TRE HARGETT  
SECRETARY OF STATE

09151014

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

- 1. The true name of the corporation is Spectrotel, Inc.
- 2. The state or country of incorporation is Delaware
- 3. The corporation intends to transact business in Tennessee under an assumed corporate name.
- 4. The assumed corporate name the corporation proposes to use is  
Touch Base Communications

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

7/8/2011  
Signature Date

Spectrotel, Inc.  
Name of Corporation

COO  
Signer's Capacity

Signature

Ross Artale  
Name (typed or printed)

**SPECTROTEL, INC.**

**d/b/a/ OneTouch Communications**

**d/b/a Touch Base Communications**

**Attachment 4**

**Financial Statements**

*Financials are being filed under separate cover as Confidential.*

**SPECTROTEL, INC.**

**d/b/a/ OneTouch Communications**

**d/b/a Touch Base Communications**

**Attachment 5**

**IntraLATA Toll Dialing Parity Plan**

**Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications  
IntraLATA Toll Dialing Parity Plan  
For Tennessee**

**1. Purpose**

In compliance with FCC Order 96-333,38, Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications (“Spectrotel”) 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.

Spectrotel 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, Spectrotel will offer 2-PIC service in all BellSouth states including Tennessee.

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

**3. Method of Selection Process and costs**

Spectrotel 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*

Spectrotel has no existing customers in Tennessee. Spectrotel 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 Spectrotel, 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. Spectrotel also believes that promotional material by other carriers will make customers aware of the choices available to them.

### *Cost Recovery*

Spectrotel 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 - Spectrotel 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).

Spectrotel 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.

Spectrotel will fully comply with all rules and regulations set forth by the FCC and the TRA.

Spectrotel 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

**SPECTROTEL, INC.**

**d/ba/ OneTouch Communications**

**d/b/a Touch Base Communications**

**Attachment 6**

**Small and Minority-Owned Telecommunications Business Participation Plan**

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

**SUBMITTED TO  
TENNESSEE REGULATORY AUTHORITY**

**By**

**SPECTROTEL, INC.  
D/B/A ONETOUCH COMMUNICATIONS  
D/B/A TOUCH BASE COMMUNICATIONS**

September 2011

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

TABLE OF CONTENTS

1.	PURPOSE .....	3
2.	DEFINITIONS .....	3
3.	PLAN RESPONSIBILITY AND POLICY STATEMENT .....	3-4
4.	PLAN PERIOD .....	4
5.	PLAN ADMINISTRATION .....	4-5
6.	PLAN TO ENSURE EQUITABLE OPPORTUNITY .....	5-6
7.	PLAN REPORTING .....	6

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS  
PARTICIPATION PLAN

PURPOSE

- 1.1 This small and minority-owned telecommunications business participation plan ("Plan") is submitted by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications ("Spectrotel" or "the Company") as required by T.C.A. §65-5-212.
- 1.2 The administration of this Plan is the responsibility of Spectrotel.

2. DEFINITIONS

- 2.1 Spectrotel is a private corporation who resells interexchange telecommunication services of in the state of Tennessee. The Company is based in Florida and has no employees, property, or equipment in Tennessee at this time.
- 2.2 As a competitive vendor of telecommunications service, Spectrotel is non-dominant in its industry. The nature of Spectrotel's business limits its opportunity to support the use of Small and Minority Business in Tennessee. However, let the submission of this Plan evidence their desire to participate as practically possible.
- 2.3 Small and Minority Business - For the purpose of this Plan, "minority business" means a business that is solely owned, or at least fifty-one (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000) per T.C.A. §65-5-212.

3. SPECTROTEL'S RESPONSIBILITY FOR SMALL AND MINORITY-OWNED TELECOMMUNICATION BUSINESS PARTICIPATION PLAN AND POLICY STATEMENT

- 3.1 Spectrotel intends to afford Small and Minority-Owned Telecommunications Businesses the maximum practicable opportunity to participate in the performance of contracts in accordance with T.C.A. §65-5-212.

3.2 Spectrotel is a reseller of telecommunications service whose business operations include:

- Sale and Marketing of Telecommunications Services*
- Customer Care*

Spectrotel uses vendors and suppliers to support their reseller business in the following areas:

- Telecommunications Service Providers*
- Sales Agents of Telecommunications Services*
- Telecommunications Billing and Collection Services*



3.3 Mr. Ross Artale coordinates Small and Minority-Owned Telecommunications Business referrals.

3.4. Initial Small and Minority-Owned Telecommunications Business contacts for Spectrotel would be made through their Coordinator who will seek to identify and include firms in Tennessee through the Department of Economic and Community Development's office of Minority Business Enterprise and Small Business office.

4. SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN PERIOD OF EFFECTIVENESS

4.1 Spectrotel will maintain a pro active and continuous approach toward inclusion of such firms in their supplier in their supplier base. Consequently, its Plan and the associated duties and activities would not have a fixed time period for effective, but rather represent Spectrotel ongoing policies and procedures. Spectrotel has no physical presence in Tennessee. When and if their business condition changes in Tennessee, the effectiveness of this Plan would be enhanced..

5. PLAN ADMINISTRATION

5.1 Spectrotel Plan Administrator is:

Ross Artale, Chief Operating Officer  
Spectrotel, Inc.  
d/b/a OneTouch Communications  
d/b/a Touch Base Communications  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753  
Telephone: (732) 345-7000  
Facsimile: (732) 345-7893  
Toll-Free: (888) 773-9722 (Bus)/(888) 700-5850 (Resi)  
Email: rartale@spectrotel.com

5.2. The Administrator manages the Plan, as described below in the Administrator's duties. The Administrator has direct interface with procurement personnel, contract administrators, and program and project personnel to ensure compliance with the provisions of the Plan.

- 5.3 The Administrator's specific job duties, as they relate to this Plan and Spectrotel business operations in the state of Tennessee, are as follows:
- (a) Developing and maintaining the Spectrotel Supplier Master List which would include a listing of Small and Minority-Owned Telecommunications Businesses in Tennessee who are deemed eligible to be suppliers for Spectrotel.
  - (b) Reviewing Spectrotel policies and procedures in to ensure that Small and Minority-Owned Telecommunications Businesses in Tennessee have an equitable opportunity to be awarded contracts when possible.
  - (c) Allowing for inclusion of Small and Minority-Owned Telecommunications Businesses in those solicitations for products or service which they are capable of providing.
  - (d) Coordinating activities during the conduct of any compliance review by Tennessee state agencies.
  - (e) Preparing and submitting periodic contracting reports as required.

## 6. PLAN TO ASSURE EQUITABLE OPPORTUNITY

- 6.1. The Administrator shall ensure that appropriate source listings and services are properly utilized in support of the Plan. Sources/listings include but are not limited to the following:
- (a) The Spectrotel approved Master Supplier List.
  - (b) Sourcing information received from the Department of Economic and Community Development's Office of Minority Business Enterprise and Small Business Office in Nashville.
- 6.2. Outreach efforts will be made as follows:
- (e) The Administrator shall cultivate and maintain a relationship with the Community Development's Office of Minority Business Enterprise and Small Business Office in an effort to locate and qualify capable Small and Minority-Owned Telecommunications Businesses for participation in contracting opportunities.
  - (f) The Administrator shall ensure that Spectrotel provides adequate and timely consideration of the potentialities of Small and Minority-Owned Telecommunications Businesses in "make-or-buy" decisions.
  - (c) The Administrator shall ensure that Spectrotel counsels and discusses contracting opportunities with representatives of Small and Minority-Owned Telecommunications Businesses.

- (d) The Administrator shall ensure that Spectrotel offers assistance to Small and Minority-Owned Telecommunications Businesses to explain: requests for quotations, progress payments, technical and quality assurance programs, advice on types of business typically being contracted, and the mechanics of procurement requirements and quality expectations.

7. PLAN REPORTING

- 7.1 Spectrotel will submit such periodic reports and cooperate in those studies or surveys as may be required to determine the extent of compliance with this Plan.
- 7.2 Spectrotel Supplier Master List will identify Small and Minority-Owned Telecommunications Businesses in Tennessee. The Supplier Master List shall be utilized in identifying potential contractors.

**SPECTROTEL, INC.**  
**d/ba/ OneTouch Communications**  
**d/b/a Touch Base Communications**  
**Attachment 7**  
**Bond**

**TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND**

Bond No. 41231384

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

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

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

This bond shall become effective on the 15th day of August, 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**

**SURETY**

SPECTROTEL, INC.

PLATTE RIVER INSURANCE COMPANY

Name of Company

Name of Surety

SIGNATURE OF PRINCIPAL

SIGNATURE OF SURETY AGENT

Jack Dayan, President

MaryAnne Erics, Attorney-In-Fact

Name and Title

Name and Title

3535 State Highway 66  
Neptune, New Jersey 07753

181 South Franklin Avenue, #603  
Valley Stream, New York 11581

Address of Principal

Address of Surety Agent:

**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 )

COUNTY OF: )

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

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011

My Commission expires on: \_\_\_\_\_

(NOTARY PUBLIC)


**ACKNOWLEDGMENT OF SURETY**

STATE OF: ~~TENNESSEE~~ NEW YORK )

COUNTY OF: NASSAU )

Before me, a Notary Public of the State and County aforesaid, personally appeared MaryAnna Price with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Platte River Ins. Co. the within name 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 15th day of August, 2011.

  
\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission expires on: 10/17/14

**APPROVAL AND INDORSEMENT**

NOTARY PUBLIC STATE OF NEW YORK  
My Commission Expires 10/17/14

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 and Title

**PLATTE RIVER INSURANCE COMPANY**  
**BALANCE SHEET**  
 December 31, 2010

Admitted Assets		2010
Cash and invested assets:		
Bonds		3114,324,597
Common stocks		74,531,943
Cash, cash equivalents and short-term investments		10,367,437
Other invested assets		36,437
Total cash and invested assets		<u>3299,259,414</u>
Investment income due and accrued		453,128
Uncollected premiums and agents' balances in course of collection		1,364,660
Deferred premiums, agents' balances and installments booked but deferred and not yet due		2,441,367
Amounts recoverable from reinsurers		5,706,906
Current Federal and foreign income tax recoverable and credits thereon		1,034,034
Net deferred tax asset		1,239,487
Other admitted assets		12,620
Total admitted assets		<u>\$152,711,678</u>
<b>Liabilities and Surplus as Regards Policyholders</b>		
Liabilities:		
Losses		522,098,494
Loss adjustment expenses		4,161,347
Commissions payable, contingent commissions and other similar charges		271,213
Other expenses (excluding taxes, licenses and fees)		779,782
Taxes, licenses and fees (excluding Federal and foreign income taxes)		243,356
Unearned premiums		1,146,137
Guaranteed reinsurance premiums payable (net of ceding commissions)		4,536,623
Amounts withheld or retained by company for account of others		62,889,638
Reimbursements and items not allocated		70,885
Payable to parent, subsidiaries and affiliates		3,801,803
Other liabilities		816,847
Total liabilities		<u>112,022,147</u>
Surplus as regards policyholders:		
Common capital stock		4,400,000
Gross paid in and contributed surplus		10,739,907
Unassigned funds (surplus)		5,156,530
Surplus as regards policyholders		<u>40,296,437</u>
Total liabilities and capital and surplus		<u>\$152,318,584</u>

I, David Parry, CEO of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2010, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleburg, Wisconsin.

*David Parry*

David Parry  
CEO



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41231384

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

~~ELENA LUCCI, JEFFREY W PRICE, MARY ANNA PRICE, RACHEL PRICE~~

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

~~ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,500,000.00~~

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2007:

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

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

Attest:

PLATTE RIVER INSURANCE COMPANY

*David F. Pauly*  
David F. Pauly  
Chairman & CEO



*James J. McIntyre*  
James J. McIntyre  
President

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

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



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

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

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

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of August, 2011



*Alan S. Ogilvie*  
Alan S. Ogilvie  
Secretary

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



**SPECTROTEL, INC.**

**d/b/a/ OneTouch Communications**

**d/b/a Touch Base Communications**

**Attachment 8**

**Certification Status**

<b>State</b>	<b>IXC Authority</b>	<b>CLEC Authority</b>	<b>Operational</b>
<b>Alabama</b>	Pending	Pending	No
<b>Alaska</b>	No	No	No
<b>Arkansas</b>	Pending	Pending	No
<b>Arizona</b>	Pending	Pending	No
<b>California</b>	Approved	Approved	Yes
<b>Colorado</b>	Registered	Pending	No
<b>Connecticut</b>	Approved	Approved	Yes
<b>DC</b>	N/A	Approved	No
<b>Delaware</b>	Approved	Approved	Yes
<b>Florida</b>	Approved	Approved	Yes
<b>Georgia</b>	Approved	Approved	Yes
<b>Hawaii</b>	No	No	No
<b>Illinois</b>	Approved	Approved	Yes
<b>Indiana</b>	Approved	Approved	Yes
<b>Kansas</b>	Pending	Pending	No
<b>Kentucky</b>	Pending	Pending	No
<b>Louisiana</b>	Pending	Pending	No
<b>Maine</b>	Approved	Approved	Yes
<b>Maryland</b>	Approved	Approved	Yes
<b>Massachusetts</b>	Approved	Approved	Yes
<b>Michigan</b>	Registered	Approved	Yes
<b>Minnesota</b>	Pending	Pending	No
<b>Mississippi</b>	Approved	Approved	No
<b>Missouri</b>	Pending	Pending	No
<b>Montana</b>	Registration	Registration	No
<b>Nevada</b>	Approved	Pending	No
<b>Nebraska</b>	Pending	Pending	No
<b>New Hampshire</b>	Approved	Approved	Yes
<b>New Jersey</b>	Registered	Approved	Yes
<b>New Mexico</b>	Pending	Pending	No
<b>New York</b>	Approved	Approved	Yes
<b>North Carolina</b>	Approved	Approved	Yes
<b>North Dakota</b>	Pending	Pending	No
<b>Ohio</b>	Approved	Approved	Yes
<b>Oklahoma</b>	Pending	Pending	No
<b>Oregon</b>	Pending	Pending	No
<b>Pennsylvania</b>	Approved	Approved	Yes
<b>Rhode Island</b>	Approved	Approved	Yes
<b>South Carolina</b>	Approved	Approved	Yes
<b>South Dakota</b>	Pending	Pending	No
<b>Tennessee</b>	Pending	Pending	No
<b>Texas</b>	Registered	Approved	Yes
<b>Utah</b>	N/A	Pending	No
<b>Vermont</b>	Approved	Approved	Yes
<b>Virginia</b>	N/A	Approved	Yes
<b>Washington</b>	Pending	Pending	No
<b>West Virginia</b>	Approved	Approved	Yes
<b>Wisconsin</b>	Approved	Approved	Yes
<b>Wyoming</b>	Approved	Approved	No

**Appendix II**  
**Informational Long Distance Rate Sheet**

Description of Service	Applicant proposed Price charged to consumer	Dominant Carriers <sup>3</sup> Price for similar service
1. Direct Dialed Service	\$0.17/minute	\$0.17/minute
2. Directory Assistance	\$1.79 per call	\$1.79 per call
3. Public Pay Telephone Surcharge	\$0.60	

**Appendix III**  
**Local Exchange Services Tariff**

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**TENNESSEE**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

**Spectrotel, Inc.**

**d/b/a OneTouch Communications**

**d/b/a Touch Base Communications**

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications with principal offices at 3535 State Highway 66, Suite 7, Charlotte, North Carolina 28273 for services furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**TABLE OF CONTENTS**

Title Page .....	Title
Table of Contents .....	1
Check Sheet.....	2
Explanation of Symbols.....	3
Application of Tariff.....	4
Tariff Format .....	5
Section 1 - Definitions.....	6
Section 2 - Regulations.....	11
Section 3 - Service Areas.....	52
Section 4 - Service Charges and Surcharges.....	53
Section 5 - Basic Services and Rates .....	60
Section 6 - Supplementary Services and Rates.....	64
Section 7 - Contract Services.....	75
Section 8 - Special Arrangements.....	76
Section 9 - Promotional Offerings .....	77

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

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.

Page	Revision		Page	Revision		Page	Revision	
Title	Original	*	31	Original	*	61	Original	*
1	Original	*	32	Original	*	62	Original	*
2	Original	*	33	Original	*	63	Original	*
3	Original	*	34	Original	*	64	Original	*
4	Original	*	35	Original	*	65	Original	*
5	Original	*	36	Original	*	66	Original	*
6	Original	*	37	Original	*	67	Original	*
7	Original	*	38	Original	*	68	Original	*
8	Original	*	39	Original	*	69	Original	*
9	Original	*	40	Original	*	70	Original	*
10	Original	*	41	Original	*	71	Original	*
11	Original	*	42	Original	*	72	Original	*
12	Original	*	43	Original	*	73	Original	*
13	Original	*	44	Original	*	74	Original	*
14	Original	*	45	Original	*	75	Original	*
15	Original	*	46	Original	*	76	Original	*
16	Original	*	47	Original	*	77	Original	*
17	Original	*	48	Original	*			
18	Original	*	49	Original	*			
19	Original	*	50	Original	*			
20	Original	*	51	Original	*			
21	Original	*	52	Original	*			
22	Original	*	53	Original	*			
23	Original	*	54	Original	*			
24	Original	*	55	Original	*			
25	Original	*	56	Original	*			
26	Original	*	57	Original	*			
27	Original	*	58	Original	*			
28	Original	*	59	Original	*			
29	Original	*	60	Original	*			
30	Original	*						

\* - indicates those pages included with this filing

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

TNL1100

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553



---

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 Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, hereinafter referred to as the Company, to Customers within the State of Tennessee. The Company'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 Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications at 3535 State Highway 66, Suite 7, Neptune, NJ 07553.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 1 - DEFINITIONS, (CONT'D.)**

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

**Company** - Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, 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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

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

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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."

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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 the Company. 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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553



---

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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.** 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;

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.)**

- 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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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**

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.
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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

**LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF**

---

**SECTION 2 - REGULATIONS, (CONT'D.)**

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

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553



---

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.
- 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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 2 - REGULATIONS, (CONT'D.)**

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

**2.1.7 Non-routine Installation**

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

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction 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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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;

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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).

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553



---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

TNL1100

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553



---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553



---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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 an 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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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 us by another Customer.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553



---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

Conversion Charge: Applies when converting service “as-is” from the incumbent LEC.

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	
Primary Line	\$79.99
Secondary Line	\$29.99
Conversion Charge	
Primary Line	\$10.99
Secondary Line	\$10.99
Service Order Charge	
Moves/Adds/Changes	\$20.00

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

TNL1100

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

Premises Visit Charge	
Initial Hour	\$184.00
Each additional 30 minutes	\$45.00

**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.

Per occasion, per line: \$40.00

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

TNL1100

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.4 Carrier Presubscription**

**4.4.1 General**

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

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

**Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

**Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

**Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

**Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.4 Carrier Presubscription (Cont'd.)**

**4.4.2 Presubscription Options, (Cont'd.)**

**Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

**Option F:** Customer may select no presubscribed carrier for intraLATA and interLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA and interLATA toll calls to the carrier of choice for each call.

**4.4.3 Rules and Regulations**

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

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below:

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.4 Carrier Presubscription (Cont'd.)**

**4.4.4 Presubscription Procedures**

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

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

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.4 Carrier Presubscription (Cont'd.)**

**4.4.5 Presubscription Charges**

**A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

Per Line

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

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553



---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 5 - LOCAL EXCHANGE SERVICE**

**5.1 General**

Local exchange service is offered to business and residential 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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

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

5.3 Basic Local Exchange Service

5.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. access (at no additional charge) to Company operators and business office for service related assistance;
- E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual Local Exchange Service is comprised of exchange access lines defined as follows:

**Exchange Access Line** - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

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

**5.3 Basic Local Exchange Service, (Cont'd.)**

**5.3.2 Rates and Charges**

**A. Flat Rate Local Exchange Service**

Monthly Recurring Charge, Per Line	Business	Residential
Rate Group 1 (0-12,000 Lines)	\$45.00	\$10.62
Rate Group 2 (12,001 - 27,000 Lines)	\$45.00	\$11.62
Rate Group 3 (27,001 - 85,000 Lines)	\$45.00	\$12.23
Rate Group 4 (85,001 - 300,000 Lines)	\$47.50	\$15.15
Rate Group 5 (301,001 -- 500,000 Lines)	\$47.50	\$15.50

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 6 - SUPPLEMENTAL SERVICES**

**6.1 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**6.1.1 Feature Descriptions**

**Anonymous Call Rejection** - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

**Call Block (\*60)** – Automatically rejects calls from a specified list of numbers or from the incoming number.

**Call Forwarding** - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

**Call Forwarding Don't Answer** - Automatically routes incoming calls to a predetermined telephone number when the called line does not answer within a pre-specified number of rings.

**Call Forward Busy Line** - Automatically routes incoming calls to a predetermined telephone number when the called line is busy.

**Call Return (\*69)** - Automatically redials the last incoming call.

**Call Trace (\*57)** - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

**Call Waiting / Call Waiting with Caller ID** - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

TNL1100

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**

**6.1 Optional Calling Features, (Cont'd.)**

**6.1.1 Feature Descriptions, (Cont'd.)**

**Caller ID-Number Only** - Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

**Caller ID Name and Number** - Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

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

**Remote Access to Call Forwarding** - Permits the customer who also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a Dual Tone Multi-Frequency (DTMF) telephone which has a full set of characters, including "\*" and "#". All charges incurred to access the remote number will be billed appropriately.

**Repeat Dialing (\*66)** - Automatically redials a busy number for up to 30 minutes until line is available.

**Ring Master/Distinctive Ring** - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

**Speed Calling** - Allows the Customer to dial an abbreviated code to originate a call to a list of programmed telephone numbers.

**Three-Way Calling** - Allows the Customer to add a third party to an existing conversation.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

TNL1100

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**

**6.1 Optional Calling Features, (Cont'd.)**

**6.1.2 Rates**

**A. Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

<u>Feature</u>	<u>Monthly Rate</u>
Anonymous Call Rejection	\$3.50
Call Block (*60)	\$3.50
Call Forwarding/Don't Answer	\$3.50
Call Forwarding/Busy Line	\$3.50
Call Forward/Variable	\$3.50
Call Return (*69)	\$3.50
Call Trace (*57)	\$3.50
Call Waiting	\$3.50
Call Waiting ID	\$3.50
Caller ID (Number Only)	\$3.50
Caller ID Deluxe (Name and Number)	\$3.50
Hunting	\$3.50
Remote Access to Call Forwarding	\$3.50
Ring Master/Distinctive Ring	\$3.50
Speed Calling 8	\$3.50
Speed Calling 30	\$3.50
Three Way Calling	\$3.50
Repeat Dialing (*66)	\$3.50

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

TNL1100

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**

**6.1 Optional Calling Features, (Cont'd.)**

**6.1.2 Rates, (Cont'd.)**

**B. Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

<u>Feature</u>	<u>Per Use</u>
Call Block	\$1.00
Call Return	\$1.00
Call Trace	\$1.00
Three Way Calling	\$1.00
Repeat Dialing	\$1.00

**6.2 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

Local Directory Assistance Per Call Charge	\$1.50
--	--------

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

TNL1100



---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**

**6.3 Operator Services**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

**Customer Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

**Operator Dialed Calling/Credit Card Call** - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

**Person-to-Person** - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

**Third Party Billed** - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

**Collect Calls** - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**

**6.3 Operator Services, (Cont'd.)**

**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

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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:	\$7.50
Busy Line Interrupt, per request:	\$5.00

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

TNL1100

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**

**6.5 Directory Listing Service**

**6.5.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

**6.5.2 Listings**

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**

**6.5 Directory Listing Service, (Cont'd.)**

**6.5.2 Listings, (Cont'd.)**

**B. Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Commissions, Divisions, Trade names, etc.

In connection with business service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business classification as the service with which such listings are furnished.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**

**6.5 Directory Listing Service, (Cont'd.)**

**6.5.2 Listings, (Cont'd.)**

**C. Non-published Service**

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non-published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from non-published numbers and to entities which collect for the billed services. Non-published names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to non-published service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**

**6.5 Directory Listing Service, (Cont'd.)**

**6.5.2 Listings, (Cont'd.)**

**D. Non-listed Service**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a non-listed number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

**6.5.3 Monthly Rates**

	<b>Monthly Rate</b>
	<b>Business</b>
Additional Listings	\$1.50
Non-listed Service	\$2.00
Non-published Service	\$4.50

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553



---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553

---

LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

---

**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.

---

Issued: September 28, 2011

Effective Date:

Issued By: Ross Artale, Chief Operating Officer  
3535 State Highway 66, Suite 7  
Neptune, NJ 07553