

NOWALSKY & GOTHARD

A Professional Limited Liability Company

Attorneys at Law

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RECEIVED

June 16, 2023

JUN 22 2023

TN PUBLIC UTILITY COMMISSION
DOCKET OFFICE

Via Overnight Mail

Executive Secretary's Office
Tennessee Regulatory Authority
502 Deaderick Street
Nashville, TN 37219

23-00048

RE: Consolidated Telecom, Inc.
Application to Provide Inmate Operator Services

Dear Commission Secretary,

Enclosed for filing please find an original and four (4) copies of the Application for a Certificate to Provide Inmate Operator Services in the State of Tennessee on behalf of Consolidated Telecom, Inc. The filing has also been enclosed electronically on CD-ROM. The requisite \$50.00 filing fee is attached. Also attached as Exhibit N is the original surety bond in the amount of \$20,000.

Confidential treatment is respectfully requested for Exhibit "J"- Company Financials. The financial documents have been provided in a sealed envelope marked "Confidential".

Please acknowledge receipt of this filing by returning a date-stamped copy of this cover letter in the self-addressed envelope provided.

Should you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,



Leon Nowalsky /*ln*
lnowalsky@nbglaw.com

LLN/rph
Enclosure



**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			
	Consolidated Telecom, Inc.			
	Full exact name of person, corporation, partnership, sole proprietorship, or other entity, for which application is made.			
	8113 Ridgepoint Dr., Suite 205			
	Legal name of applicant, if different from above.			
	Irving, TX 75063			
	Address	City	State	Zip

Tenn. Secretary of State Certificate of Authority ID _____

Federal Taxpayer ID Number **75-2369702**

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

CTEL

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 See Exhibit "A" City
State Zip Code Phone No. () -
(Use additional pages if necessary)

*****IMPORTANT INFORMATION*****

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

THIS SECTION FOR TRA USE ONLY

Docket Number. _____

Company ID Number _____
Date Approved _____
Evaluator _____

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

providing telecommunications services to correctional facilities

- 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.

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

☐ Yes ☒ No If yes, please explain fully.

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

☐ Yes ☒ No If yes, please explain fully.

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

☐ Yes ☒ No If yes, please explain fully.

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

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

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

Jerry Jacobs (800) 583 9683 (912) 239 - 2359
Name Phone No. Fax No.

(800) e-mail Address jjacobs@ctel.us

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

Leon Nowalsky (504) 832 1984 (504) 831-0892
Name Phone No. Fax No.

(800) e-mail Address lnowalsky@nbglaw.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.

800-583-9683
PHONE NUMBER ALTERNATE PHONE NUMBER
8113 Ridgepoint Dr., Suite 205, Irving, TX 75063
ADDRESS CITY ST ZIPCODE

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

Ct Corporation
300 Montvue Rd Knoxville TN 37919-5546

- (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)

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) Inmate operator services to correctional facilities

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

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

Texas - provision of inmate operator services to correctional facilities

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

None

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

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

none

- E. Areas in Tennessee to be served.

statewide

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

a. Business ☐

b. Residential ☐

c. Aggregators ☐

(e.g. Hotels, Payphones)

d. Other (specify) correctional facilities

- 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

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

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

- J. What is the applicant's 10XXX or 800 access code, if applicable? not applicable

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

no

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

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

M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly¹? No

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

The company utilizes mail advertising materials and also uses direct sales for contacting the correctional facilities.

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O. If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company.

not applicable

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
--------------	---------	---------	------	----	-----	-------

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
--------------	---------	---------	------	----	-----	-------

P. Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.

N/A, company provides operator services to correctional facilities
--

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.

No County wide calls will be billed

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

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

List type S Corp - See Attachment A (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: Texas

(1) Parent Company, if applicable not applicable

(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 B

(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. Texas Corporation - no parent or sub not

(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. public
None

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

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: 18

Employer Identification Number (E.I.N.) 75-2369702

Part IV: Financial Information

A. Address where business records are kept: 8113 Ridgepoint Dr., Suite 205

Irving	TX	75063	(877) 583-9683
CITY	STATE	ZIP CODE	PHONE NUMBER

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

(1) Fiscal year end: Month 12 Day 31

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

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

not applicable

(4) Period covered by financial statement attached:

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

If so, Name of internal auditor

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

Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-112.
- 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.tn.gov/tra> *electronic file room* 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, 460 James Robertson Pkwy, Nashville, TN 37243. Should you have any questions, call (615) 741-2904 ext 220.

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 65-5-112 located at the TRA's website <http://www.tn.gov/tra> *electronic file room* 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
<div></div>	<div></div>
PRINTED NAME	PRINTED NAME

Signature	Signature
<div></div>	<div></div>
PRINTED NAME	PRINTED NAME

For Corporations
and Other Organizations

BY:

Consolidated Telecom, Inc.
(NAME OF CORPORATION)
<div></div>
SIGNATURE
Jerry Jacobs
PRINTED NAME
Vice President
Title

ATTEST:

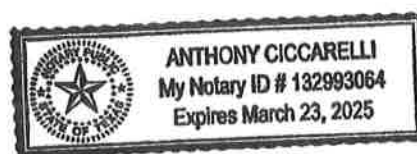
President
Title

On this the 6th day of June, 2023 before me, a Notary Public

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

Notary Public

seal



Appendix I

Reseller Name	Address	Contact Person	Phone Number
NONE			

**Appendix II
Informational Tariff Sheet**

<u>Description of Service</u>	<u>Applicant proposed</u>		<u>Dominant Carriers³</u>
	<u>Price change to consumer</u>	<u>Price for similar service</u>	
1.			
2.			
3.			

³Dominant Carrier (South Central Bell or AT&T, whichever is appropriate). A copy of these companies' rates are found on Appendix V.

Exhibit A

Affiliates of Consolidated Telecom, Inc.

Consolidated Telecom, Inc. is affiliated with Visitel, Inc., a sister company providing Video Visitation software

Exhibit B

Provide the name, business and home address of and a chronological summary of the employment history of:

- (a) Not an individual
- (b) Not a partnership
- (c) Each Officer and Director of the Applicant :

Jerome Jacobs, Vice President/Director
8113 Ridgpoint Drive, Suite 205
Irving, TX 75063

Gary Savage, President/Director
8113 Ridgpoint Drive, Suite 205
Irving TX 75063

A summary of the employment history and business experience of the Officers, Directors, and key management personnel are attached.

Management Team

Gary Savage serves as a Director, President and Chief Executive Officer of CTEL. Mr. Savage has nearly 20 years of experience in the Inmate Telecommunication industry. Prior to CTEL, Mr. Savage owned and operated a successful Inmate Telephone company that was responsible for successfully selling services to over 600 correctional facilities, including all U.S. Navy and Marine Incarceration Units (Brigs). This was in a joint venture with MCI that he facilitated with the MCI Government Systems Group in McLean, VA in 1992. Mr. Savage served in various roles throughout the industry, from an advisor on merger and acquisitions and joint ventures, to tracking market and technology trends. Mr. Savage holds a B.B.A. and M.B.A from East Texas State University (now Texas A&M).

Mr. Jerome Jacobs serves as a Director and Vice-President of CTEL. Mr. Jacobs is involved both in the sales and customer relations of CTEL. Mr. Jacobs has been responsible for setting up the CTEL customer relations department and managing day to day affairs in the Irving, Texas headquarters. In addition Mr. Jacobs oversees the regulatory affairs of the Company. Prior to co-founding CTEL, Mr. Jacobs was a sales representative for West Publishing Corporation for approximately five years. Mr. Jacobs also worked for the Michigan Securities Commission and later worked as an attorney for several private investment firms in California. Mr. Jacobs holds a B.S. in Business and Juris Doctorate from Michigan State University.

Exhibit C

Tariffs

TITLE SHEETTENNESSEE INMATE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of inmate telecommunications services provided by Consolidated Telecom, Inc. with the principal offices at 8113 Ridgepoint Drive, Suite 205, Irving, Texas 75063. This tariff applies to services furnished within the state of Tennessee. This tariff is on file with the Tennessee Regulatory Authority and may be inspected during normal business hours at the Company's principal place of business.

The Company's telephone and fax numbers are:

Telephone (972) 679-2722

Fax (972) 239-2358

Toll Free: 800-583-9683

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgepoint Drive, Suite 205
Irving, TX 75063

CHECK SHEET

SHEETS 1 THROUGH 28, INCLUSIVE OF THIS TARIFF, ARE EFFECTIVE AS OF THE DATES SHOWN AT THE BOTTOM OF THE RESPECTIVE SHEET(S). ORIGINAL AND REVISED SHEETS AS NAMED BELOW COMPRISE OF ALL CHANGES FROM THE ORIGINAL TARIFF AND ARE CURRENTLY IN EFFECT AS OF THE DATE ON THE BOTTOM OF THIS PAGE.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

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Issued:

Effective:

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8113 Ridgepoint Drive, Suite 205
Irving, TX 75063

EXPLANATION OF SYMBOLS

Page Numbering – Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between pages 2 and 3 would be numbered 2.1.

Explanation of Symbols – When changes are made in any tariff sheet, a revised sheet will be issued cancelling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- C- To signify changed regulation
- D- To signify discounted rate or regulation
- I- To signify increased rate
- N- To signify new rate or regulation
- R- To signify reduced rates
- S- To signify reissued matter
- T- To signify a change in text but no change in rate or regulation
- M- To signify matter relocated without change
- Z- To signify a correction
- T- Change in text or regulation

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

SECTION 1 – DEFINITIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier which connects an inmate telephone to a switching center.

Automated Call Processing System – Equipment that automates the placement of collect calls, including recordation of billing information.

Automated Phone Payment Processing Fee – An undiscountable fee charged to a customer by a third party Automated Phone Payment Processor when the customer chooses to make a payment using a credit card, check/debit card or check over the phone for an account with the provider.

Billed Party – The individual, firm or entity who accepts a collect call, is billed for the call, and responsible for the payment of the applicable charges.

Billing Limit – A dollar value of accepted collect call charges beyond which is deemed to be an at-risk collection.

Called Party – The individual, firm or entity that has the capability to accept or decline a collect call originating from an institution or facility.

Client – The Confinement Facility Administration or the government entity with which the Company has contracted to provide service.

Collect Call – a Billing arrangement whereby the charge for a call may be billed to the called party, provided the called station accepts responsibility for such calls.

Commission – The Tennessee Regulatory Authority.

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgepoint Drive, Suite 205
Irving, TX 75063

SECTION 1 – DEFINITIONS (continued)

Common Carrier – A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Tennessee Regulatory Authority.

Customer – The billed party (person, firm, corporation or other entity) that agrees to accept and pay for Inmate Phone Service calls.

Completed Calls – Calls that are answered by the called party on the distant end.

Debit Calling – A service where the inmate may place calls using funds transferred from the inmates commissary account.

Delinquent Date – The last day for payment without unpaid amounts being subject to a late payment charge.

Disconnection – The disabling of circuitry preventing outgoing calls.

Incomplete Call – Any call where transmission between the calling and called party is not established . Refused, busy signal or calls not answered are considered incomplete.

Inmate – One of a group confined or occupying a single place or resident such as a prison or hospital.

Inmate Phone Service (IPS) - A class of telecommunications service made available at an institution for use by inmates in making outbound, automated-collect-only or debit system calls. Call placement, recording and billing arrangements are performed without the assistance of a live operator.

Institution – Any type of confinement or correctional facility, such as mental health facilities, prisons, jails, work farms or detention facilities. .

Interexchange Carrier (IXC) – a company which furnishes interexchange telephone service.

Local Call – a call originating and terminating within a single exchange or extended service area.

Local Exchange Carrier ("LEC") – A certified telecommunications company that provides local exchange service to customers in the Tennessee Regulatory Authority.

Prepaid Customer Account – A program available from certain providers to those customers whose calls cannot be billed through their Local Telephone Carrier or provided to those customers who accrue a threshold amount of charges. Accounts are established with the provider by the customer and charges for service by the provider are deducted from the customer's account.

Provider – The inmate telephone service company, unless otherwise stated.

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

SECTION 1 – DEFINITIONS (continued)

Toll Call – A call originating in one exchange and terminating in another that is not part of the exchange and is not a part of any extended area service arrangement.

Issued:

Effective:

By:

Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 The Company's inmate telephone services are furnished for communications originating in Confinement Facilities within the State of Tennessee.

2.1.2 The Company shall install, operate and maintain the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. The service shall benefit the inmates housed in confinement facilities under municipal, county, state and federal jurisdiction and serve to benefit the called party as well as the client.

2.1.3 Subject to limitations and rules established by the administration of the facility, the provider will furnish services twenty-four hours per day, seven days a week.

2.2 Limitations

2.2.1 Service is offered subject to the provisions of this tariff.

2.2.2 The company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when a Customer, Calling Party, Called Party, Inmate or other person is attempting to steal service or is using service in violation of the law, the rules of the particular Confinement Facility or the provisions of this Tariff. The Company may choose to seek prosecution of those using its services in violation of the law, but must obtain an injunction before discontinuing services in cases of fraud. Service shall not be used at any time for unlawful purposes.

2.2.3 Title to any equipment provided by Company under these regulations remains with the company. Prior written permission from the Company is required before any assignment or transfer. All regulations, terms and conditions contained in this tariff shall apply to any assignee or transferee.

2.2.4 The Company may refuse, restrict, or interrupt service to customers due to insufficient or fraudulent billing information, invalid telephone numbers, invalid credit card/debit card numbers or falsified identification. Service may be denied to any individual or entity that refuses to accept responsibility for payment. The Company must obtain an injunction before discontinuing services in cases of fraud.

2.2.5 The Company will provide outbound, automated-collect, prepaid or debit calls to locations within the United States of America and facility approved and/or requested territories and foreign nations.

2.2.6 The Company will expressly prohibit calls that are direct dial, charged to credit cards, charged to calling cards, toll-free, sent-paid or third-party. Calls placed utilizing prepaid calling cards or prepaid debit cards available through the provider are allowed. The confinement facility may obtain debit or prepaid calling cards from the currently contracted Inmate Phone Service provider and are expressly prohibited from obtaining prepaid calling or debit cars from outside vendors or competitive providers of Inmate Phone Service

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

SECTION 2 - RULES AND REGULATIONS (Continued)

- 2.2.7 Services may be limited at the discretion of the administration of the confinement facility. The Company may restrict access or refuse service to any inmate at the request of the facility administration. The company may limit or deny inmate access to certain telephone numbers as specified by the facility administration.
- 2.2.8 Calls to Company numbers and other numbers stipulated by Confinement Facility authorities will be blocked in the interest of public safety.
- 2.2.9 Calls dialed 10XXX+0, 950, 911, 900, 976, 700, 411 and other information calls are blocked. A copy of the current local directory shall be available upon request by Confinement Facility authorities for inmate use.
- 2.2.10 The Company will also block calls in the following circumstances, subject to the provisions of this Tariff that provides Customers with alternative means for connecting calls.
- A. When the Customer's Local Exchange Carrier or Alternative Local Telephone Service Provider does not provide billing for collect calls.
 - B. When the telephone number in question lacks sufficient billing history or billing information;
 - C. When the Local Exchange Carrier identifies multiple lines at a particular address.
 - D. When the Local Exchange Carrier has a collect call block on the line;
 - E. When the amount of collect calls received by a particular phone number has reached the billing limits established with the Customer's or Billed Party's Local Exchange Carrier based on that carrier's uncollectible revenue history;
 - F. When a Prepaid Customer's account balance lacks available funds;
 - G. When a Customer's Direct Bill account balance is over the established credit limit.

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

SECTION 2 - RULES AND REGULATIONS (Continued)**2.3 Limitation of Liability**

- 2.3.1 The Company is not liable for damages to a confinement facility resulting from the furnishing of service including the installation, modification or removal of equipment and associated wiring, unless the damage is directly caused by the employees of the company or its authorized agents.
- 2.3.2 The Company shall not be responsible for interruptions of service resulting from the following: 1) three-way call attempts 2) call waiting tones 3) call holding attempts 4) call transfer attempts 5) line or equipment interference at called party premises 6) cessations of speech with no hang up. In no event will the Company be liable for consequential damages resulting from the interruptions of service listed above.
- 2.3.3 The Company, at its own expense, will indemnify the Client and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the Client by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Client or its agents or representatives arising out of performance by Company of any testing or other activities on the Client's premises pursuant to this tariff. Company's obligations under the immediately proceeding sentence shall be subject to the Client's full performance of this tariff and subject further to the Client's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services rendered by the Company.
- 2.3.4 The Company shall be indemnified and held harmless by the Client against: 1) Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the Company's system or equipment; and 2) all other claims arising out of any act or omission by the Client in connection with any service provided by the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and held harmless by Client's, Customers, Called Party's, Calling Party's or Inmates against all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by Customer, Calling Party, Called party, Inmate or any other party or person, or for any destruction of any property, whether owned by a Customer or others, caused by or claimed to have been caused directly or indirectly by the installation, operation and maintenance of service provided by the Company.
- 2.3.6 The language set forth in this section does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

Issued:**Effective:****By:**

Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

2.4 Payment and Charges for Services

- a) Service is provided and billed on a monthly basis.
- b) Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the United States Postal Service with postage prepaid.
- c) In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- d) The Customer is responsible for payment of all charges for service furnished to the Customer under this tariff.
- e) Customer is responsible for payment of any federal, state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- f) Customers will be charged a late payment penalty as set forth in this tariff.
- g) Customers will be charged on all checks returned to Company by the issuing entity.

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charges for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new changes.

2.6 Customer Complaint Procedure

The Company will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll-free telephone number: 1-800-583-9683.

Any unresolved disputes may be directed to :

2.7 Calculation of Credit Allowance

Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. The Company will try its best to resolve any disputes properly brought to its attention.

2.8 Reporting Requirements

All Inmate Phone Service providers shall submit to the Commission, upon request but routinely on an annual basis by inmate facility location, a written report of all access lines and the number of telephone instruments used to provide Inmate Phone Service. The reporting period is as of the end of the month of May, annually. The report must be received at the Commission prior to the end of the succeeding month (June) that follows the reporting period.

- 2.8.1 Upon request from the Commission, IPS providers must, in a timely manner, and in accordance with the confidentiality agreements between the IPS provider and Commission staff as necessary; submit data requested by the Commission relating to its Tennessee IPS operations, including but not limited to, revenue, expenses, and facility/usage data by inmate facility.

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

SECTION 2 - RULES AND REGULATIONS (Continued)

2.8.2 Upon request by the inmate facility administration, the IPS provider shall promptly furnish call detail information where the provision of such information is not in violation of federal, state, or local laws, regulations or orders.

2.9 Inspection and Service Quality

2.9.1 All telephone instruments and the facilities used for transmission of service are subject to periodic inspections to assure compliance with Commission requirements. Findings of non-compliance will be brought to the attention of the provider and the facility by letter. If violations are not corrected within thirty (30) days from date of the letter, unless otherwise extended, the provider may be subject to additional Commission action up to and including revocation of the Commission issued Certificate authorizing the provider to offer IPS service in the State of Tennessee.

2.9.2 The IPS provider shall cooperate with the Commission to investigate complaints regarding transmission service quality, disconnects, and service related disputes from inmate facilities relative to the service provided by the IPS.

Issued:

Effective:

By:

Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

SECTION 3 – DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

The Customer's monthly usage charges for Company service are based upon the total number of minutes the customer uses and service options offered the Customer. Chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when either party hangs up (disconnects).

There are no charges to be incurred or billed for calls that are not completed.

3.1.1 Billing Increments

Usage is billed in the increments set forth in the individual rate sections.

3.1.2 Call Rounding

All calls are rounded to the next highest billing increments, with the exception of flat rate charges cited in the individual rate sections. The total charge for a fraction of a cent will be rounded to the next highest whole cent where applicable.

3.1.3 Deposits

The Company may require deposits from a prospective Customer, disconnected Customer, or former Customer to be held as a guarantee for the payment of charges, in accordance with the General Rules of the Tennessee Regulatory Authority. Interest on deposits shall be paid annually at a rate of 7%, in accordance with the rules of the Commission.

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

SECTION 3 – DESCRIPTION OF SERVICE AND RATES (continued)

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all Company bills for a period of one year (two year maximum).

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance returned to the Customer.

3.1.4 **Interconnection**

Service furnished by the Company may be interconnected with services or facilities of authorized communications common carriers and with private systems, subject to technical limitations. Interconnection with the facilities or services of carrier's shall be under the applicable terms and conditions of other carrier's tariffs.

Issued:

Effective:

By:

Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpoint Drive, Suite 205
Irving, TX 75063

SECTION 4 – RATES AND CHARGES

4.1 All Inmate Phone Providers shall file tariffs with the Tennessee Regulatory Authority which set forth the services provided and all applicable charges, surcharges and fees for those services.

4.1.1 The charges, surcharges and fees charged the Customer for any collect call that originates and terminates in the State of Tennessee shall not exceed the currently effective rate caps ordered by the Commission for Inmate Phone Services calls.

4.1.2 Every call from Inmate Phone Service instruments will be automated-collect, billed to the called party, or charged to a prepaid or debit account authorized by the inmate facility or other billing or charging methods included in the Provider's approved tariff.

4.2 Collect Calls and Debit Calling

The rates charged by the Company for toll calls shall consist of a fixed service charge and a measured charge dependent upon the duration of the call. The rates for local calls shall consist of a fixed service charge and the applicable local call rate.

4.2.1 Computation of Charges

The total charge for each toll call consists of two charge elements: a fixed service charge and a measured charge dependent on the duration of the call. The measured charge element is specified as a rate per minute which is applied to each minute, with fractional minutes rounded up to the nearest one full minute. Local calls shall consist of a fixed service charge and a fixed usage fee.

4.2.2 Chargeable Times

Chargeable times begins when the Called Party accepts the charges by positive acceptance through pressing the appropriate key on a touch-tone phone. In the absence of acceptance, calls will be

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

SECTION 4 – RATES AND CHARGES (continued)

terminated and no charges incurred. Chargeable time ends when either the Calling Party or Called Party hangs up or when released by the automatic timing equipment in the telephone system.

4.2.3 Local Calls

The maximum rate for a local collect call is \$0.20.

4.2.4 IntraLATA Collect Calls:

Initial Minute: \$0.20

Each Add'l Minute: \$0.20

4.2.5 InterLATA Collect Calls:

Initial Minute \$0.20

Each Add'l Minute \$0.20

4.2.6 Calling Card Calls

Initial Minute: \$0.20

Each Add'l Minute \$0.20

4.2.7 Payment for Charges

- A.. Payment by Check or Money Order through the mail: No additional fees will be charged to a Customer each time the Customer chooses to make a payment with a check or money order through the mail for an account with the Company.
- B. Payment by Credit Card on Website: A charge of \$3.00 will be assessed on any payments made through our web portal.
- C. Payment made by telephone through our Call Center: A charge of \$5.95 will be assessed on any payments made over the telephone through our call center.

Issued:

Effective:

By: Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
8113 Ridgpointp Drive, Suite 205
Irving, TX 75063

Exhibit D

Sample Bill

Consolidated Telecom, Inc. does not provide invoices to end user customers. All calls are prepaid collect or prepaid debit or calling card.

Exhibit E

Letter of Agency

LETTER OF AGENCY

Account Information

Through my signature below, I verify that I am authorizing Consolidated Telecom, Inc. ("CTEL") to become my new primary carrier for the provision of telecommunications services. I authorize CTCL to act as my agent to effectuate this change, and direct my current primary carrier _____ to work with CTCL to accomplish the change.

I understand that I must pay a charge of approximately \$5.00 to switch providers and should I desire to return to my former carrier, I may be required to pay an additional charge to reconnect to that company. I also understand that my new primary carrier may have different calling areas, rates and charges than my current primary carrier, and that by signing below I indicate that I understand those differences (if any) and am willing to be billed accordingly.

I authorize CTCL to provide: (Check Appropriate Service(s))

_____ Long Distance

To my telephone number(s) listed below.

_____	_____
_____	_____
_____	_____

I certify that I am at least eighteen years of age and that I have read and understand this letter of agency and that I am authorized to change telephone companies for services to the telephone numbers listed above. I am further authorizing CTCL to do a credit investigation and hold free from liability all creditors and other persons who may respond to inquiries.

Authorized by: Date:

Print Name, Title

Company/Name (as appears on local Telephone bill)

Federal ID/ Social Security Number

Corporation, LLC, Partnership

Physical Address

Billing Address

City/State/Zip Code

City/State/Zip Code

Type of Business

Month/Year Business Started

Exhibit F

Certificate of Incorporation

0 1 3 1 7 0 0 3 6 2

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF INCORPORATION

DEC 11 1990

OF

Corporations Section

ASAK CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of the corporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is ASAK CORPORATION

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose or purposes for which the corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is 1,000,000 shares of \$0.01 par value common stock.

ARTICLE FIVE

The corporation will not commence business until it has received for issuance of its shares consideration of the value of One Thousand Dollars (\$1,000.00), consisting of money, labor done or property actually received, which sum is not less than One Thousand Dollars (\$1,000.00).

ARTICLE SIX

The street address of its initial registered office is 16479 Dallas Parkway, Suite 700, Dallas, TX 75248 and the name of its initial registered agent at such address is Mark Michael.

ARTICLE SEVEN

The number of directors of the corporation may be fixed by the by-laws. The director constituting the initial board of directors who is to serve as director until successor or successors are elected and qualified is:

Mark Michael

16479 Dallas Parkway, Suite 700
Dallas, TX 75248

ARTICLE EIGHT

The name and address of the incorporator is:

Delanie M. Lundgren

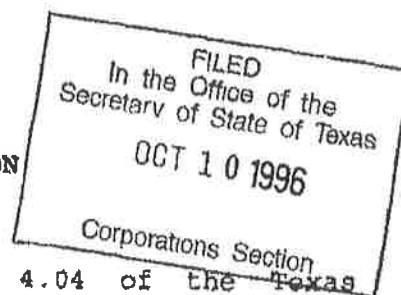
1212 Guadalupe, Suite 102
Austin, Texas 78701

IN WITNESS WHEREOF, I have hereunto set my hand, this 11th day of December, 1990.

Delanie M. Lundgren

Delanie M. Lundgren

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION
OF ASAK CORPORATION



Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE I.

NAME

The name of the corporation is ASAK CORPORATION.

ARTICLE II.

The following Amendment to the Articles of Incorporation were adopted by the shareholders of the corporation on October 1, 1996:

ARTICLE ONE is hereby amended to read :

The name of the corporation is CONSOLIDATED TELECOM, INC.

ARTICLE III.

The number of shares of the corporation outstanding at the time of the adoption was 1,000; and the number of shares entitled to vote on the amendment was 1,000.

ARTICLE IV.

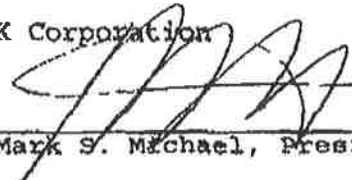
The holders of all of the shares outstanding and entitled to vote on the amendment have signed a consent in writing adopting the amendment.

Dated:

10-10, 19 96

ASAK Corporation

By:


Mark S. Michael, President

CONSOLIDATED TELECOM GROUP, L.C.
Regency Plaza
3710 Rawlins, Suite 1210, LB 84
Phone (214) 559-7202
Fax: (214) 520-1550

October 8, 1996

Mr. Mark S. Michael
ASAK Corporation
402 W. Lookout Drive
Richardson, Texas 75080

Re: Consent to use Corporate Name.

Dear Mr. Michael:

This letter will serve as our consent to you for the use of the name CONSOLIDATED TELECOM in your incorporation of Consolidated Telecom, Inc.

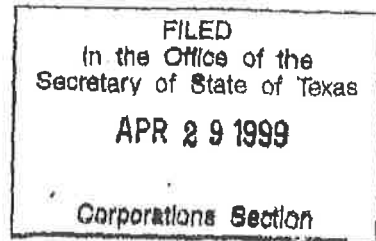
If I can be of further assistance please advise.

Sincerely,

Jerome E. Jacobs
Jerome E. Jacobs
President

sch

**Articles of Amendment
to Articles of Incorporation of
Consolidated Telecom, Inc.**



Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

Article I

NAME

The name of the Corporation is Consolidated Telecom, Inc.

Article II

The following Amendment to the Articles of Incorporation were adopted by the shareholders of the Corporation on April 25, 1999

Article Four is hereby amended to read:

"The aggregate number of shares which the Corporation shall have authority to issue 2,000,000 shares of \$0.01 par value common stock."

Article III

The number of shares of the corporation outstanding at the time of adoption was 750,000 shares, the number of shares entitled to vote on the Amendment is 750,000

Article IV

The holders of all the shares outstanding and entitled to vote on the amendment have signed a consent in writing adopting the amendment.

Dated April 29, 1999

Consolidated Telecom, Inc.

By Jerome E. Jacobs
Jerome E. Jacobs, President

Exhibit G

Certificate of Good Standing



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for CONSOLIDATED TELECOM, INC. (file number 117501700), a Domestic For-Profit Corporation, was filed in this office on December 11, 1990.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 19, 2023.



A handwritten signature in cursive script that reads "Jane Nelson".

Jane Nelson
Secretary of State

Exhibit H

Certificate of Authority



001435765

**APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR-PROFIT CORPORATION**

SS-4431

**Tre Hargett**
Secretary of State**Division of Business Services**
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$600.00

*For Office Use Only***-FILED-**

Control # 001435765

To the Secretary of the State of Tennessee:

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

- 1. The name of the corporation is:** Consolidated Telecom, Inc.
If different, the name under which the certificate of authority is to be obtained is:

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

- 2. The state or country under whose law it is incorporated is:** TEXAS
and the date (mm/dd/yyyy) of its incorporation is: 12/11/1990
and the period of duration, if other than perpetual, is: Perpetual
and, if prior to qualifying, the date it commenced doing business in Tennessee is: (none)

NOTE: Additional filing fees and proof of tax clearance confirming good standing may apply if the Corporation commenced doing business in Tennessee prior to the approval of this application. See T.C.A. §48-25-103(c) and T.C.A. §48-65-103(c).

- 3. This company has the additional designation of:** None

- 4. The name and complete address of its registered agent and office located in the State of Tennessee is:**
CORPORATION SERVICE COMPANY
2908 POSTON AVE
NASHVILLE, TN 37203-1312
DAVIDSON COUNTY

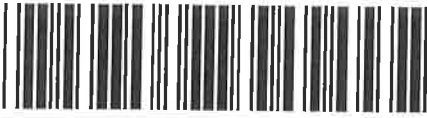
- 5. Fiscal Year Close Month:** December

- 6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:**
(none) (Not to exceed 90 days)

- 7. The Corporation is for profit.**

- 8. The complete address of its principal office is:**
2908 POSTON AVE.
NASHVILLE, TN 37203-1312
DAVIDSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)



APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR-PROFIT CORPORATION

SS-4431



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$600.00

For Office Use Only

Control # 001435765

The name of the corporation is: Consolidated Telecom, Inc.

9. The complete mailing address of the entity (if different from the principal office) is:

JEROME JACOBS
8113 RIDGEPOINT DR., SUITE 205
IRVING, TX 75063

10. List the name and complete address of each of its current officers:

Title	Name	Business Address	City, State, Zip
Vice President	Jerome Jacobs	8113 RIDGEPOINT DR., SUITE 205	IRVING, TEXAS 75063
President	Gary Savage	8113 RIDGEPOINT DR., SUITE 205	IRVING, TEXAS 75063

11. List the name and complete address of each of its current board of directors:

Title	Name	Business Address	City, State, Zip
Director	Jerome Jacobs	8113 RIDGEPOINT DR., SUITE 205	IRVING, TEXAS 75063
Director	Gary Savage	8113 RIDGEPOINT DR., SUITE 205	IRVING, TEXAS 75063

12. Professional Corporation: (required if the additional designation of "Professional Corporation" is entered in section 3.)

☐ I certify that this is a Professional Corporation.

Licensed Profession:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Electronic

Signature

Jerome Jacobs

Printed Name

Vice President

Title/Signer's Capacity

Jun 13, 2023 9:14AM

Date

B1411-9471 06/13/2023 9:14 AM Received by Tennessee Secretary of State Tre Hargett

Exhibit I

List Corporate Structure or Affiliates

History of Material Litigation and Criminal Convictions

Consolidated Telecom, Inc. has no parent and is affiliated with Visitel, Inc., a Video Visitation software provider.

The Company nor any of its officers or shareholders have been involved in any material litigation in the last ten years. No officer, director, executive officer or shareholder have had any criminal convictions.

Exhibit J

Company Financials

“PUBLIC VERSION”

Exhibit K

Small and Minority-Owned Telecommunications Business Plan

SMALL AND MINORITY-OWNED BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-212, as amended, Consolidated Telecom, Inc. ("Consolidated") submits this small and minority-owned Telecommunications business participation plan (the "Plan") in relation to its Certificate of Public Convenience and Necessity to provide competing local and interexchange services in Tennessee.

1. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Consolidated agrees to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Consolidated will allow small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services when such opportunities arise. In furtherance of this end, Consolidated will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Consolidated of such opportunities. Consolidated will contact the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors.

II. DEFINITIONS

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000.00).

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

III. ADMINISTRATION

Consolidated's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for Consolidated' efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Jerry Jacobs
Consolidated Telecom, Inc.
8113 Ridgepoint Dr., Suite 205
Irving, TX 75063

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.

- (2) Establishing and developing any policies and procedures which may be necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperating with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses as defined in §65-5-212 when necessary.
- (5) Encouraging small and minority-owned businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and use of such businesses.
- (8) Providing information to persons within Consolidated and encouraging them to use small and minority-owned businesses when feasible.

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

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
 Small Business Administration
 Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

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

IV. RECORDS AND COMPLIANCE REPORTS

Consolidated will maintain records of qualified small and minority-owned businesses and will make efforts to use the goods and services of such businesses where appropriate and feasible.

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

Consolidated Telecom, Inc.

By: Jerome Jacobs
Jerome Jacobs, Vice-President *mw*

Dated: 6/14, 2023

**CONSOLIDATED TELECOM, INC.
INTRALATA TOLL DIALING PARITY PLAN
FOR TRADITIONAL TELECOMMUNICATIONS SERVICES**

INTRODUCTION

Consolidated Telecom, Inc. ("Consolidated") will initiate the process that will give end-user customers the opportunity to designate a carrier for their intraLATA toll call traffic in those market areas where the Company is a local exchange service provider. IntraLATA toll calls will automatically be directed to the designated carrier without the customer having to dial an access code. The proposed implementation date for this Plan is _____.

IntraLATA Toll Dialing Parity will be provided in all Tennessee exchanges in which the company provides traditional local exchange services.

POLICIES

Consolidated will deploy two-PIC (Primary Interexchange Carrier) technology in its switches (or switch partitions). This technology will enable the customer to presubscribe to the same or a different carrier for their intraLATA and/or interLATA service.

Consolidated will offer customers the ability to access all participating carriers by dialing the appropriate access code (10XXX/101XXX).

All eligible end user telephone line numbers will be presubscribed and must have a PIC associated with them.

CARRIER INFORMATION

Interexchange carriers will have the option of offering intraLATA service only or intraLATA and interLATA service.

Interexchange carriers will have the option of participating in all market areas or in a specific market area.

Interexchange carriers will be required to return a completed Non-Disclosure Agreement and Participation Agreement(s).

The Company will not participate in billing disputes for intraLATA service between alternative competing interexchange carriers and their customers.

Consolidated representatives will not initiate or accept three-way calls from alternative interexchange carriers to discuss presubscription.

Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner and to the Company.

CALL ELIGIBILITY/TOLL DIALING PLAN

A local service customer of Consolidated will have calls routed according to the following plan:

If a Consolidated Customer Dials:	The Call is Handled By/Routed To:
911	PSAP on originating line number
411/555-1212	Directory Assistance Operator
0-	Operator
0+ intraexchange number	IntraLATA Toll Provider
1 + 7 or 10 digits	IntraLATA Toll Provider
0 + 7 or 10 digits interexchange number	InterLATA Toll Provider
10XXX or 101XXXX + 0	XXX/XXXX Carrier
10XXX or 101XXXX + 0 +7 or 10 digits	XXX/XXXX Carrier
10XXX or 101XXXX + 7 or 10 digits	XXX/XXXX Carrier

If a Consolidated customer originates a call to a carrier Operator by dialing 00-, the call will be routed to the PIC on that customer's line. If the customer originates a call to a carrier Operator by dialing an access code (e.g., 10XXX/101XXXX+0-), the call will be routed to the XXX/XXXX carrier. In both cases, the carrier's switch is responsible for routing the call to the carrier's Operator or to an announcement.

NETWORK INFORMATION

All originating intraLATA traffic will initially be routed via the incumbent Local Exchange Carrier (LEC) Access Tandem(s). Following conversion, direct trunks between the Consolidated switch and (or partition) and the interexchange carrier location(s) may be provisioned where traffic volumes warrant.

Interexchange carriers must have Feature Group D trunks in place (or ordered) between their point of presence and the incumbent LEC Access Tandem(s).

Consolidated will route all originating intraLATA traffic to the designated carrier and will only block traffic at the request of the end user customer and/or in compliance with regulatory requirements. Requests from carrier to block traffic or to remove customer from their network will not be honored. Calls that cannot be completed to a carrier will be routed to an announcement.

CUSTOMER CONTACT INFORMATION

Consolidated customer contact representatives will process customer initiated PIC selections to the Company or to an alternative intraLATA carrier. Carriers will have the option of allowing the Consolidated representative to process PIC requests on their behalf.

Consolidated will not ballot or allocate their customer base. At the time of conversion, all customers will be "PIC'd" to Consolidated or its designee unless another carrier is chosen by the particular customer.

Consolidated customer contact representatives will not comment on a customer's choice of its intraLATA PIC when the customer contacts Consolidated to change the PIC. Consolidated customer contact representatives will respond to customer inquiries about intraLATA carriers in a competitively neutral fashion. If a customer requests information relating to carriers other than Consolidated, a list of participating carriers will be read to that customer in random order by Consolidated representatives.

If the intraLATA toll carrier selected by the customer permits Consolidated to process orders on its behalf, Consolidated will accept the PIC change request. If the customer selects an intraLATA toll carrier that does not allow Consolidated to process PIC changes on its behalf, Consolidated will provide the customer with the carrier's toll-free number (if provided by the carrier).

Consolidated representatives will not discuss alternative carrier rates or services and will not provide customers with Carrier Identification Codes or access code dialing instructions.

PRESUBSCRIPTION INFORMATION

A \$5.00 change charge will be incurred and billed to an Consolidated customer for each eligible line where a PIC change is made. Consolidated will offer its customers a 12-month grace period following Plan implementation during which the customers may change intraLATA carriers without a PIC change charge. Customers can make one PIC change during these 12 months at no charge. After the 12-month period, Consolidated will assess the \$5.00 PIC change charge. Consolidated offers interexchange carriers the option of having the PIC charge billed to the carrier or to the customer.

New line customers, including customers adding lines, will have the opportunity to select a participating carrier, or they will be assigned a NO PIC designation. If a customer cannot decide upon an intraLATA carrier at the time of order, Consolidated will offer the customer a 12-month grace period following placement of the customer's service order for the customer to select an intraLATA carrier without charge. Such a customer will be assigned a NO PIC designation in the interim. After this 12-month period, Consolidated will assess the \$5.00 PIC change charge as described above. Customers assigned a NO PIC designation as set forth in this paragraph will be required to dial an access code to reach an intraLATA carrier's network.

If a customer denies requesting a change in intraLATA toll providers as submitted by an intraLATA carrier, and the intraLATA carrier is unable to produce a Letter of Agency signed by the customer, the intraLATA carrier will be assessed a \$30.00 charge for the unauthorized PIC change and the PIC will be changed as per the customer's request, in addition to any other penalties authorized by law.

Alternative interexchange carriers may submit PIC changes to Consolidated via a fax/paper interface.

Consolidated will process intraLATA PIC selections in the same manner and under the same intervals of time as interLATA PIC changes.

Carriers will be required to submit PIC changes using the Customer Account Record Exchange (CARE) format via paper medium. Consolidated will provide carriers with PIC order confirmation and reject information using the CARE format. Specific details regarding CARE will be provided to participating carriers.

For customer who change their local service provider from the incumbent LEC to Consolidated and retain their incumbent LEC telephone number(s), Consolidated, as part of the CARE PIC process, will provide the selected intraLATA carrier with both the retained (incumbent LEC) telephone number and the Consolidated telephone number.

The Company will comply with all Rules of the FCC and the Tennessee Regulatory Authority.

Dated: _____

Exhibit M

TENNESSEE SPECIFIC OPERATIONAL ISSUES

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

The Company will not bill for local exchange calls placed between two points within the same county within Tennessee.

2. Is the Company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

Yes, the Company is aware of the Tennessee County Wide Calling database for local exchange telecommunications maintained by BellSouth, will follow proper procedure for entering telephone numbers on the database.

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

Yes, the Company is aware of the local calling areas provided by the ILECs in the proposed service areas.

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

The Company has billing software which can identify and distinguish local from long distance calls.

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

Jerome Jacobs, Vice President
8113 Ridgepoint Dr., Suite 205
Irving, Texas 75063
(972) 679-2722

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

The Applicant does not intend to telemarket in Tennessee.

Exhibit N

Surety Bond

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 3500706

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

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

WHEREAS, SureTec 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 5 day of June, 2023 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

Consolidated Telecom, Inc.
Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name: Jerome Jacobs
Title: Vice-President

SURETY

SureTec Insurance Company
Name of Surety
2103 CityWest Blvd., Suite 1300, Houston, TX 77042
Address of Surety

SIGNATURE OF SURETY AGENT

Name: Davor I. Mimica
Title: Attorney in Fact & TN Non-Res Agent

Address of Surety Agent:
9500 S Dadeland Blvd., Ste. 400, Miami, FL 33156

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~~ TEXAS
COUNTY OF Dallas

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

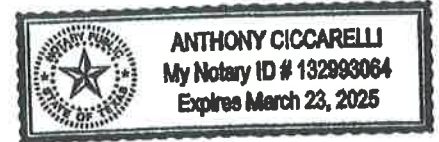
WITNESS my hand and seal this 5 day of June, 2023.

My Commission Expires:

March 23, 2025

Anthony Ciccarelli

Notary Public



ACKNOWLEDGMENT OF SURETY

Florida
STATE OF ~~XXXXXXXXXX~~
COUNTY OF Miami-Dade

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

WITNESS my hand and seal this 5 day of June, 2023.

My Commission Expires:

October 27, 2026

Claudia Diaz
Notary Public



APPROVAL AND INDORSEMENT

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

Name:
Title:

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Davor I. Mimica

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Consolidated Telecom, Inc.

Obligee: State of Tennessee

Amount: \$20,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of October, A.D. 2020.

SURETEC INSURANCE COMPANY

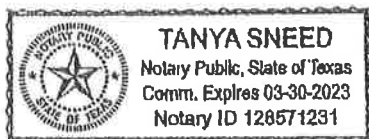
By: 
Michael C. Keimig, President


State of Texas
County of Harris

ss:



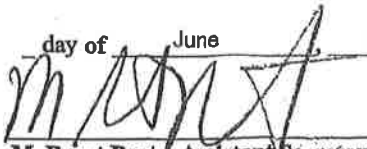
On this 27th day of October, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5 day of June 2023, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 3500706

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

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

WHEREAS, SureTec 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 5 day of June, 2023 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

Consolidated Telecom, Inc.

Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name: Jerome Jacobs
Title: Vice-President

SURETY

SureTec Insurance Company

Name of Surety

2103 CityWest Blvd., Suite 1300, Houston, TX 77042

Address of Surety

SIGNATURE OF SURETY AGENT

Name: Davor I. Mimica
Title: Attorney in Fact & TN Non-Res Agent

Address of Surety Agent:
9500 S Dadeland Blvd., Ste. 400, Miami, FL 33156

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 TEXAS
COUNTY OF Dallas

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

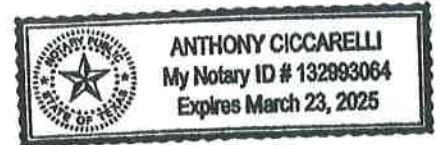
WITNESS my hand and seal this 8 day of June, 2023.

My Commission Expires:

March 23, 2025

[Signature]

Notary Public



ACKNOWLEDGMENT OF SURETY

Florida
STATE OF ~~XXXXXXXXXX~~
COUNTY OF Miami-Dade

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

WITNESS my hand and seal this 5 day of June, 2023.

My Commission Expires:

October 27, 2026

[Signature]

Notary Public



APPROVAL AND INDORSEMENT

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

Name:
Title:

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Davor I. Mimica

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Consolidated Telecom, Inc.

Obligee: State of Tennessee

Amount: \$20,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of October, A.D. 2020.



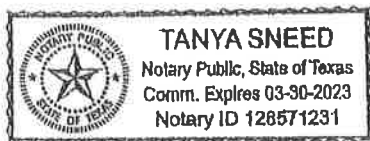
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President

State of Texas
County of Harris

ss:

On this 27th day of October, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.



Tanya Sneed
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5 day of June 2023, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.