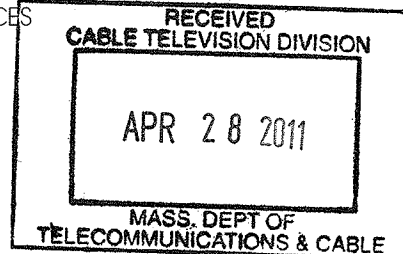


# ROTHFELDER STERN, L.L.C.

LAW OFFICES



MARTIN C. ROTHFELDER\*<sup>o</sup>#<sup>a</sup>  
mcrothfelder@rothfelderstern.com

BRADFORD M. STERN#  
bmstern@rothfelderstern.com

\*ALSO ADMITTED IN NH  
<sup>o</sup>ALSO ADMITTED IN MO  
#ALSO ADMITTED IN PA  
<sup>a</sup>ALSO ADMITTED IN NY

625 CENTRAL AVENUE  
WESTFIELD, NJ 07090  
TELEPHONE (908) 301-1211  
FAX (908) 301-1212  
194 WASHINGTON AVENUE  
SUITE 305  
ALBANY, NY 12210  
TELEPHONE (518) 253-8750

April 27, 2011

**Via Overnight Delivery**

Catrice C. Williams, Secretary  
Department of Telecommunications and Cable  
1000 Washington Street, Suite 820  
Boston, Massachusetts 02118-6500

**Re: Petition for Limited Designation as an Eligible Telecommunications  
Carrier, Aegis Telecom, Inc.  
DTC Case No. 11-5 [NEW FILING]**

Dear Secretary Williams:

Enclosed please find the following documents filed with the Department:

- An original and three (3) copies of the above-captioned verified Petition of Aegis Telecom, Inc.;
- An original and three (3) copies of a Motion for Admission Pro Hac Vice of Martin C. Rothfelder (including supporting affidavit); and
- A check (check no. 5273) in the amount of \$100 payable to the Commonwealth of Massachusetts as the filing fee for this matter.

An electronic copy of the filing is being delivered to the Department at [dtc.efiling@state.ma.us](mailto:dtc.efiling@state.ma.us). We are also enclosing one additional copy of the petition. Please stamp and date this copy as "filed" and return it to us in the self-addressed stamped envelope, postage pre-paid provided herewith.

Sincerely,

A handwritten signature in black ink that reads "Martin C. Rothfelder".

Martin C. Rothfelder

Enclosures

cc: Mark Foster (w/enc.)  
Robert Clark (w/enc.)

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

**In the Matter of** )  
**Aegis Telecom, Inc.** ) **DTC Case No.** \_\_\_\_\_  
**d/b/a Off the Hook Telecom** )

**MOTION FOR ADMISSION PRO HAC VICE OF MARTIN C. ROTHFELDER**

Aegis Telecom, Inc. d/b/a Off the Hook Telecom (“Aegis”) requests that the Massachusetts Department of Telecommunications and Cable admit Martin C. Rothfelder, Esq. as counsel *pro hac vice* to appear before the Department on behalf of Aegis. In support of this motion, Aegis states that Mr. Rothfelder and his firm, Rothfelder Stern, LLC is engaged by Aegis in least two other states in similar matters and Mr. Rothfelder’s admission *pro hac vice* is necessary for efficient representation with respect to Aegis petition for ETC status in the Commonwealth. In support of this motion, Aegis submits the affidavit Martin C. Rothfelder.

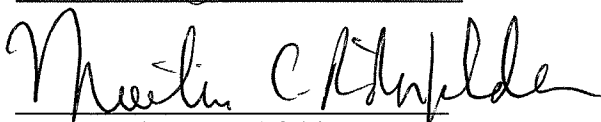
Respectfully submitted,

**Aegis Telecom, Inc. d/b/a Off the Hook Telecom**

By Counsel: Rothfelder Stern, L.L.C.  
625 Central Avenue  
Westfield, NJ 07090  
(908) 301-1211  
[mcrothfelder@rothfelderstern.com](mailto:mcrothfelder@rothfelderstern.com)

Date:

4/27/11

  
By: Martin C. Rothfelder

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

**In the Matter of** )  
**Aegis Telecom, Inc.** ) **DTC Case No.** \_\_\_\_\_  
**d/b/a Off the Hook Telecom** )

**AFFIDAVIT OF MARTIN C. ROTHFELDER, ESQ. IN SUPPORT OF MOTION FOR  
ADMISSION PRO HAC VICE**

Martin C. Rothfelder, first being duly sworn, deposes and states the following:

1. Aegis Telecom, Inc. d/b/a Off the Hook Telecom has engaged Rothfelder Stern, L.L.C., of which I am a member, to obtain Eligible Telecommunications Carrier status in Massachusetts and elsewhere. My firm's address and contact information is

Rothfelder Stern, L.L.C  
625 Central Avenue  
Westfield, NJ 07090  
Telephone (908) 301-1211  
Facsimile (908) 301-1212  
e-mail address: mcrothfelder@rothfelderstern.com.

2. I request admission as counsel *pro hac vice* for the purpose of representing Aegis Telecom, Inc. d/b/a Off the Hook Telecom with respect to its petition filed with the Massachusetts Department of Telecommunications and Cable to obtain ETC status in the Commonwealth.

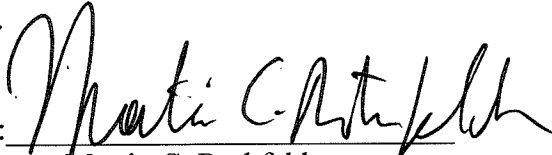
3. I am a licensed attorney in good standing in New Hampshire, New Jersey, Pennsylvania, Missouri and New York. My year of admission and attorney number in each state is listed below:

<u>Date of Admission</u>	<u>State</u>	<u>Attorney Registration No.</u>
1981	Missouri	31794
1987	New Hampshire	2880
1989	New Jersey	41064
2000	Pennsylvania	85479
2003	New York	610158

I have not been the subject of any disciplinary proceedings in the states in which I am admitted to practice law or in any other state.

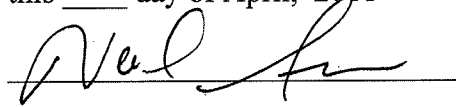
4. I am familiar with, and will follow, the Department's rules, procedures, timetables, and all applicable Massachusetts laws.

5. My practice focuses on telecommunications and energy. I have appeared before the Massachusetts Department of Telecommunications and Energy in Docket 98-38 and Docket 99-11. I have been admitted *pro hac vice* before the Department in docket D.T.C. 11-1 via an order dated March 24, 2011.

By:   
 Martin C. Rothfelder

Sworn and subscribed before me

this 27<sup>th</sup> day of April, 2011



**NEAL AUMAN**  
 Notary Public of New Jersey  
 ID #2165766

My Commission expires Commission Expires May 25, 2014

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

**In the Matter of** )  
**Aegis Telecom, Inc.** ) **DTC Case No.** \_\_\_\_\_  
**d/b/a Off the Hook Telecom** )

**PETITION FOR LIMITED DESIGNATION AS AN  
ELIGIBLE TELECOMMUNICATIONS CARRIER**

COMES NOW Aegis Telecom, Inc. d/b/a Off the Hook Telecom (“Aegis” or the Company) and makes application to the Massachusetts Department of Telecommunications and Cable (the “Department”) to designate Aegis as an Eligible Telecommunications Carrier (“ETC”) throughout the Massachusetts Incumbent Local Exchange Carrier (“ILEC”) service territory of Verizon New England Inc. (the “Service Area”) for the purpose of receiving federal universal service support for wireless services. This application is made pursuant to 47 U.S.C. § 214(e)(1)-(2) and the rules and regulations of the Department.

The Company seeks ETC designation in Massachusetts as a wireless carrier only for the purpose of receiving low-income universal support, i.e., Lifeline and Link-Up support. The Company does not make application for ETC designation to offer services supported by the federal universal service fund’s high-cost program. The Company satisfies all of the statutory and regulatory requirements for designation as an ETC in the requested designated Service Area. As explained herein, the public interest would be served by granting this petition.

Aegis Telecom, Inc. d/b/a Off the Hook Telecom is a Tennessee-formed corporation with its principal offices located at 4220 SE 44<sup>th</sup> Street, Ocala, FL 34480. **Exhibit A** contains the Articles of Incorporation.

Correspondence or communications pertaining to this Petition should be directed to the Company's attorneys of record:

Martin C. Rothfelder  
Rothfelder Stern, L.L.C.  
625 Central Avenue  
Westfield, NJ 07090  
Telephone: (908) 301-1211  
Facsimile: (908) 301-1212  
Email: [mcrothfelder@rothfelderstern.com](mailto:mcrothfelder@rothfelderstern.com)

Mark Foster  
Attorney at Law  
707 West Tenth Street  
Austin, Texas 78701  
Telephone: (512) 708-8700  
Facsimile: (512) 697-0058

The following company contact information is provided to the Department for complaints and/or billing dispute issues:

Aegis Telecom, Inc. d/b/a Off the Hook Telecom  
Robert Clark  
4220 SE 44<sup>th</sup> Street  
Ocala, FL 34480  
(352) 425-8593  
(800) 263 3671- not yet active, will be active within next 60 days  
[Robert@aegistelecom.net](mailto:Robert@aegistelecom.net)

The Company is authorized to do business in Massachusetts. See **Exhibit B**.

**Exhibit C** contains the resume of the Company's President.

**Exhibit D** contains a list of the Company's standard customer terms and conditions in connection with its wireless service offering.

In addition to the State of Massachusetts, the Company plans to seek ETC designation in the States of Missouri, New Jersey, and Pennsylvania. The Company has never been denied

ETC designation by any regulatory authority. The Company does not have any pending actions against it by any regulatory authority.

Upon designation as an ETC, the Company will provide the supported services throughout the requested designated Service Area and offer Lifeline and Link-Up service to qualified low-income consumers.

#### **I. AUTHORITY FOR DESIGNATION OF AN ETC**

Title 47 U.S.C. § 214(e)(2) of the Act provides that a state commission shall upon request designate a common carrier as an eligible telecommunications carrier (ETC) for a service area designated by the state commission. Title 47 U.S.C. § 214(e)(1) provides that an ETC shall be eligible to receive universal service support in accordance with section 254 of the Act and shall, in the service area for which the designation is received, offer the services that are supported by federal universal service support mechanisms under section 254(c), either using its own facilities or a combination of its own facilities and resale of another carrier's services, and shall advertise the availability of such services and their costs using media of general distribution. The Federal Communications Commission has promulgated a list of the services or functionalities that shall be supported by federal universal service support mechanisms at 47 C.F.R. § 54.101.

#### **II. THE COMPANY IS A COMMON CARRIER**

The Company will provide CMRS throughout the requested Service Area, and as a CMRS provider, the Company is regulated as a common carrier under 47 C.F.R. § 20.9.

#### **III. THE COMPANY SHALL OFFER REQUIRED SERVICES**

Pursuant to 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(d)(1), the Company shall, throughout the service area for which designation is received, offer the services that are supported by Federal universal service support mechanisms defined in 47 C.F.R. § 54.101(a).

These services are: 1) voice grade access to the public switched network; 2) local usage; 3) dual tone multi-frequency signaling or its functional equivalent; 4) single-party service or its functional equivalent; 5) access to emergency services; 6) access to operator services; 7) access to interexchange service; 8) access to directory assistance; and 9) toll limitation for qualifying low-income consumers. The Company shall provide these required services.

**IV. THE COMPANY SHALL USE ITS OWN FACILITIES, OR A COMBINATION OF ITS OWN FACILITIES AND RESALE OF ANOTHER CARRIER'S SERVICES**

Pursuant to 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(d)(1), the Company shall use its own facilities or a combination of its own facilities and resale of another carrier's services to offer the services that are supported by Federal universal service support mechanisms. The Company has entered into a capital lease agreement with a third party which enables the company to utilize a leased switch to provide one or more of the supported services that are supported by Federal universal service support mechanisms, and which will be used in combination with the network architecture being provided from an underlying wireless provider that the Company obtains at resale. The switching facility is located at 624 S. Grand Avenue, Los Angeles, CA inside a collocation space.

**V. THE COMPANY SHALL PROVIDE SERVICE THROUGHOUT THE DESIGNATED SERVICE AREA**

Pursuant to 47 U.S.C. § 214(e)(1) and 47 C.F.R. § 54.201(d), the Company shall offer the services that are supported by Federal universal service support mechanisms throughout the service area for which designation is received. In addition, the Company commits to provide service throughout its proposed designated Service Area to all customers making a reasonable request for service. See 47 C.F.R. § 54.202(a)(1)(i). The Company certifies that it will provide service on a timely basis to requesting customers within the Company's Service Area where the

Company's network already passes the potential customer's premises. See 47 C.F.R. § 54.202(a)(1)(i)(A). The Company certifies that it will provide service within a reasonable period of time, if the potential customer is within the Company's licensed Service Area but outside its existing network coverage, if service can be provided at reasonable cost by: 1) modifying or replacing the requesting customer's equipment; 2) deploying a roof-mounted antenna or other equipment; 3) adjusting the nearest cell tower; 4) adjusting network or customer facilities; 5) reselling services from another carrier's facilities to provide service; or 6) employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar equipment. See 47 C.F.R. § 54.202(a)(1)(i)(B).

#### **VI. THE COMPANY WILL ADVERTISE**

Pursuant to 47 U.S.C. § 214(e)(1)(B) and 47 C.F.R. § 54.201(d)(2), the Company shall advertise the availability of the services that are supported by Federal universal service support mechanisms and the charges for such services using media of general distribution. The Company may advertise, among other means, via newspaper, mail circular, and radio and target residential customers with its advertising efforts. The Company will advertise in accordance with Department rules. The Company will make a concerted effort to notify municipal, state, and federal governmental agencies whose clientele may likely benefit the most from having the Company designated as an ETC by the Department.

#### **VII. THE COMPANY SHALL MAKE AVAILABLE LIFELINE AND LINK UP SERVICE**

Pursuant to 47 C.F.R. § 54.405 and 47 C.F.R. § 54.411(d), the Company shall make available Lifeline and Link Up service to qualifying low-income consumers and publicize the availability of Lifeline and Link Up service in a manner reasonably designed to reach those likely to qualify for the service.

## **VIII. SERVICE AREA FOR WHICH DESIGNATION IS REQUESTED**

As noted above, the Company requests ETC designation throughout the throughout the Massachusetts Incumbent Local Exchange Carrier (“ILEC”) service territory of Verizon New England Inc. (the “Service Area”). The Service Area includes only non-rural exchanges.

## **IX. EMERGENCY SITUATIONS**

Pursuant to 47 C.F.R. § 54.202(a)(2), a carrier seeking ETC designation must demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.

Since the Company is providing service to its customers through the use of facilities obtained from other carriers, this arrangement allows the Company to provide to its customers the same ability to remain functional in emergency situations as currently provided by the carriers to their own customers, including access to back-up power to provide functionality without an external power source, rerouting of traffic around damage facilities, and the capability of managing traffic spikes resulting from emergency situations.

## **X. CONSUMER PROTECTION AND SERVICE QUALITY STANDARDS**

Pursuant to 47 C.F.R. § 54.202(a)(3), a carrier seeking ETC designation must demonstrate that it will satisfy applicable consumer protection and service quality standards. The Company commits to comply with the Cellular Telecommunications and Internet Association’s Consumer Code for Wireless Service.

## **XI. DESIGNATION OF THE COMPANY AS AN ETC IS IN THE PUBLIC INTEREST**

Competition furthers the goals of telecommunications service and provides the consumer with a greater choice of providers and service choices, which will in turn result in market-driven prices and quality. Granting the Company ETC status would advance principles of customer service by providing increased competition and is therefore in the public interest. In addition, as a wireless provider, the Company can often serve a larger local calling area than a traditional wireline provider and afford the customer the convenience of telephony mobility.

The designation of the Company as an ETC will offer Lifeline-eligible customers a greater choice of providers for accessing telecommunications services not available to such customers today and should likely expand participation of qualifying customers in the Lifeline program.

## **XII. 5-YEAR PLAN**

Pursuant to 47 C.F.R. § 54.202(a)(1)(ii), a carrier seeking ETC designation must submit a five-year plan that describes proposed improvements or upgrades to the Company's network on a wire center-by-wire center basis. Because the Company seeks ETC designation solely for purposes of reimbursement for provision of subsidized Lifeline and Link Up services to eligible customers, submission of a five-year plan is not required at this time.

## **XIII. LOCAL USAGE PLAN**

Pursuant to 47 C.F.R. § 54.202(a)(4), a carrier seeking ETC designation must demonstrate that it offers a local usage plan comparable to the one offered by the incumbent LEC in the service areas for which it seeks designation. The Company's offering of local usage plans will be comparable to or exceed the underlying ILEC plans. See Section XIV.

#### **XIV. SUMMARY OF OFFERING**

##### ***A. Lifeline***

Under the Company's wireless Lifeline plan, the Company will provide qualified Lifeline customers who reside in the Service Area with 100 minutes of free anytime local and long distance minutes each month and will use all low-income universal service support to allow the Company to provide the service with no monthly recurring charge, thus ensuring that the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement from the Universal Service Fund necessary to provide the free minutes of airtime above. In the event that all airtime has been used, Lifeline Customers will have the ability to purchase additional time. Current pricing ranges from 35 minutes at \$5.00 to 700 minutes at \$50. Customers can purchase additional minutes by calling into customer service and paying for minutes using a debit or credit card.

The wireless plan will also include a free handset and the following Custom Calling features:

- (1) Caller ID;
- (2) Call Waiting;
- (3) Call Forwarding;
- (4) 3-Way Calling
- (5) Voicemail.

Wireless handsets will be delivered at no charge to qualifying customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline and Link-Up.

***B. Link Up***

Under 47 C.F.R. § 54.411(a)(1), Link Up is an assistance program for qualifying low-income consumers that an ETC shall offer as part of the provision of services supported by the federal universal service support mechanism and consists of a reduction in the carrier's customary charge for commencing telecommunications service for a single telecommunications connection at a consumer's principal place of residence. The reduction shall be half of the customary charge or \$30.00, whichever is less. The Company will be reducing its activation charge by \$30.00. The company will give a \$30 promotional discount to offset the remaining balance on the connection fee.

**XV. EQUAL ACCESS**

Pursuant to 47 C.F.R. § 54.202(a)(5), the Company certifies that it may be required to provide equal access to long distance carriers in the event that no other ETC is providing equal access within the Service Area.

**XVI. CONSUMER CERTIFICATION**

Consistent with 47 C.F.R. § 54.409, the Company obtains a consumer's signature on a document under penalty of perjury that the consumer receives benefits under an approved assistance program or that the consumers' household meets applicable income requirements; and that the consumer will notify the Company if the consumer ceases participation in a program or his income criteria exceeds approved thresholds. The Company shall obtain this certification annually and shall put in place quality control mechanisms to ensure that only eligible consumers are participating in Lifeline and Link Up.

**XVII. ANNUAL REPORTING REQUIREMENTS**

The Company shall comply with all annual reporting requirements for designated ETCs listed in 47 C.F.R. § 54.209, as applicable. In addition, the Company will annually report to the Department all USF funding received and the amount of subsidization provided to Lifeline and Link-Up customers.

### **XVIII. CONCLUSION**

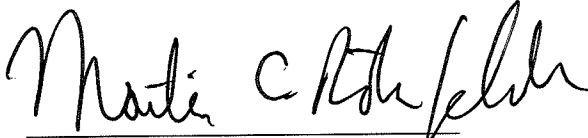
WHEREFORE, the Company respectfully requests the Department issue and order designating it as an ETC for purposes of receiving federal universal service support in the Service Area as defined herein, that the Department send appropriate notice of the Final Order to the Federal Communications Commission, and that the Department issue such other orders as are deemed necessary in this matter.

Respectfully submitted,

**Aegis Telecom, Inc. d/b/a Off the Hook Telecom**

By Counsel:  
Rothfelder Stern, L.L.C.  
625 Central Avenue  
Westfield, NJ 0709  
(908) 301-1211  
[mrothfelder@rothfelderstern.com](mailto:mrothfelder@rothfelderstern.com)

Date: 4/27/11

  
By: Martin C. Rothfelder

Mark Foster  
Attorney at Law  
707 West Tenth Street  
Austin, Texas 78701  
(512) 708-8700  
[mark@mfoosterlaw.com](mailto:mark@mfoosterlaw.com)

VERIFICATION

STATE OF Florida

COUNTY OF MARION

being duly sworn, deposes and says that:

PERSONALLY came and appeared before me Robert Clark, the undersigned party in the jurisdiction aforesaid, who after being duly sworn by me stated under oath as follows: that I am the President of Aegis Telecom, Inc. d/b/a Off the Hook Telecom, that I have read the foregoing Petition, that I am knowledgeable regarding the matters stated therein, and that I believe the contents of the within Petition to be true to the best of my knowledge and belief.



Robert Clark

SWORN TO AND SUBSCRIBED before me on this the 5 day of April, 2011.



Michelle C. Inman  
Notary Public

My Commission Expires:

Aug. 13, 2012



## **LIST OF EXHIBITS**

Exhibit A	Articles of Incorporation
Exhibit B	Authorization to Conduct Business in Massachusetts
Exhibit C	Resume of Company President
Exhibit D	Standard Customer Terms and Conditions

**EXHIBIT A**

**Articles of Incorporation**

SHERRY WITT  
REGISTER OF DEEDS  
KNOX COUNTY

STATE OF TENNESSEE

CHARTER OF

AEGIS TELECOM. INC.

23  
FILED  
RECEIVED  
STATE OF TENNESSEE

2009 JUL 23 PM 12:40

TRE HANSETT  
SECRETARY OF STATE

The undersigned person, a lawful citizen of the United States of America having the capacity to contract and acting as the incorporator of a profit corporation under the Tennessee Business Corporation Act, adopts the following charter provisions:

1. The name of the corporation is: Aegis Telecom, Inc.
2. The duration of the corporation is perpetual.
3. The name of the corporation's initial registered agent is Robert Clark. The street address of the corporation's initial registered office is 5800 Central Avenue Pike, #2805, Knoxville, Tennessee 37912, which office is located in Knox County.
4. The name and address of the incorporator is: Margo J. Maxwell, Esq., Bernstein, Stair & McAdams LLP, 4823 Old Kingston Pike, Suite 300, Knoxville, Tennessee 37919.
5. The street address of the principal office of the corporation is 5800 Central Avenue Pike, #2805, Knoxville, Tennessee 37912.
6. The corporation is for profit.
7. The purpose for which the corporation is organized is to engage in any lawful business.
8. The corporation shall have all powers now or hereafter granted by the Tennessee Business Corporation Act, including without limitation all powers set forth in Tennessee Code Annotated Section 48-13-102, as it now exists or as hereafter amended.
9. The maximum number of shares of stock which this corporation shall have the authority to issue is two thousand (2,000) common shares, having no par value.
10. The common stock shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution.
11. The corporation elects to have preemptive rights.
12. No director shall have personal liability to the corporation or its shareholders for monetary damages for breach of his fiduciary duty as a director, and any such

0574.1151

Knex County Page: 1 of 2  
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RECORD FEE: \$7.00  
M. TAX: \$0.00 T. TAX: \$0.00  
200907270007677

personal liability is hereby eliminated; provided, however, that the personal liability of a director is not eliminated or limited:

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STATE OF TENNESSEE  
2009 JUL 23 PM 12:40

(a) For any breach of the director's duty of loyalty to the corporation or its shareholders;

TINA H. HANFLETT  
SECRETARY OF STATE

(b) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; or

(c) Under Tennessee Code Annotated Section 48-18-304.

6574.1152

13. The corporation shall hold harmless and indemnify officers and directors, whether or not then in office, and their respective executors, administrators and heirs from and against any and all claims, demands, expenses (including attorneys' fees), judgments, fines, amounts paid in settlement, and any other costs with respect to any demand, threat, suit or proceeding, whether civil or criminal, arising with respect to such person's previous, present or future service as an officer or director of the corporation to the maximum extent permitted by law.

14. The corporation shall pay for or reimburse all reasonable expenses incurred by an officer or director of the corporation in advance of the final disposition of the proceeding to the maximum extent permitted by law.

This 22nd day of July, 2009.

Margo J. Maxwell  
Margo J. Maxwell, Incorporator



**EXHIBIT B**

**Authorization to Conduct Business in Massachusetts**

**F  
FPC**

**The Commonwealth of Massachusetts**

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Foreign Corporation  
Certificate of Registration**

FORM MUST BE TYPED

(General Laws, Chapter 156D, Section 15.03; 950-CMR 113.48)

(1) Exact name of the corporation, including any words or abbreviations indicating incorporation:

Aegis Telecom, Inc.

(2) Name under which the corporation will transact business in the commonwealth that satisfies the requirements of G.L. Chapter 156D, Section 15.06:

*If applicable, please attach:*

- an agreement to refrain from use of the unavailable name in the commonwealth; and
- a copy of the doing business certificate filed in the city or town where it maintains its registered office; and
- a copy of the resolution of the corporation's board of directors, certified by its secretary, the name under which the corporation will transact business in the commonwealth pursuant to 950-CMR 113.50(4).

(3) Jurisdiction of incorporation: Tennessee

Date of incorporation: July 23, 2009 Duration if not perpetual: perpetual  
*(month, day, year)*

(4) Street address of principal office: 6900 Central Avenue, Bldg #2805, Knoxville, TN 37932  
*(number, street, city or town, state, zip code)*

(5) Street address of registered office in the commonwealth: 10 Milk Street, Suite 1055, Boston, MA 02108-4800  
*(number, street, city or town, state, zip code)*

Name of registered agent in the commonwealth at the above address: Crop Services, Inc.

I, Michelle Jeanne O'Connell, registered agent of the above corporation consent to my appointment as registered agent pursuant to G.L. Chapter 156D, Section 5.82.\*

\* Or attach registered agent's consent herein.

(6) Fiscal year end: December 31st  
*(month, day)*

(7) Brief description of the corporation's activities to be conducted in the commonwealth:  
Telecommunications Provider

(8) Names and business addresses of its current officers and directors:

	NAME	BUSINESS ADDRESS
President:	Robert Clark	5800 Central Avenue Pike #2805, Knoxville, TN 37912
Vice-president:		
Treasurer:		
Secretary:		
Assistant secretary:		
Director(s):		

Attach certificate of legal existence or a certificate of good standing issued by an officer or agency properly authorized in the jurisdiction of organization. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: \_\_\_\_\_

Signed by:  \_\_\_\_\_  
(signature of authorized individual)

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 15<sup>th</sup> day of February, 2011



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

**AEGIS TELECOM INC**  
 ATTN: CAROLL HARRIS  
 2303 SE 17TH STREET  
 PO BO X 830112  
 OCALA, FL 34471

January 19, 2011

Request Type: Certificate of Existence/Authorization  
 Request #: 0028943

Issuance Date: 01/19/2011  
 Copies Requested: 1

**Document Receipt**

Receipt #: 316881

Filing Fee: \$20.00

Payment-Check/MO - AEGIS TELECOM INC, OCALA, FL

\$20.00

Regarding: AEGIS TELECOM, INC  
 Filing Type: Corporation For-Profit - Domestic  
 Formation/Qualification Date: 07/23/2009  
 Status: Active  
 Duration Term Perpetual

Control #: 806761  
 Date Formed: 07/23/2009  
 Formation Locale: Knox County  
 Inactive Date:

**CERTIFICATE OF EXISTENCE**

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

**AEGIS TELECOM, INC**

- \* is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;
- \* has paid all fees, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- \* has filed the most recent corporation annual report required with this office;
- \* has appointed a registered agent and registered office in this State;
- \* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

  
 Tre Hargett  
 Secretary of State

Processed By: Sheila Keeling

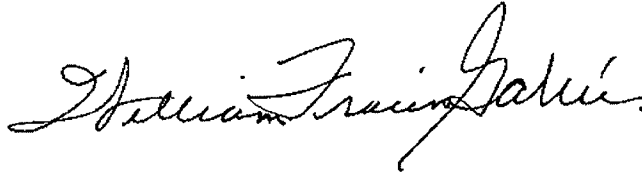
Phone 615-741-6488 \* Fax (615) 741-7310 \* Website: <http://tnbear.tn.gov/>

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

February 24, 2011 10:40 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**EXHIBIT C**

**Resume of Company President**

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

### Strengths

- Project Management Team Building & Leadership
- Staffing & Budgeting Planning & Scheduling
- Resource Planning & Allocation Multi-Project Administration
- Process Improvement
- Call Center Management, Telephony, Computer Telephony Integration
- Service Delivery Systems and Quality Management
- Skilled in structured cabling to EIA/TIA industry standards
- Experienced in telephone and computer systems integration.
- Excellent troubleshooting and problem isolation in various types of networks.
- Experienced in setup and maintaining small business networks
- Knowledgeable with electronics testing equipment

### Accomplishments

- **Samsung Certifications:** iDCS Basic Plus, iDCS Basic, iDCS Q-Sig, SPNet, ITP, OfficeServ 7000 series, OfficeServ Applications, OfficeServ Wireless, SVMi-E
- **Toshiba Certifications:** TCTS, TCTE-IP, Strategy(DOS,SES), Toshiba Video Communications Systems
- **Leviton Certifications:** Guide to Electrical Theory, Wiring Installer 1, Wiring Installer 2, Wiring Installer 3
- **CompTIA Certifications:** Net+

### Experience

#### **General Manager**

High Tech Communications, Inc.  
Ocala, FL 34480

November 2009 - Present

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

**Technician**

December 2008–November 2009

Raptor Technologies

*Knoxville, TN*

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

**Technician**

September 2007–November 2008

Epic Technologies

*Cookeville, TN*

- Handled installations and troubleshooting of Samsung, Mitel, Vodavi, Nurse Call, Door Access, Paging, and Data networks.
- Planned and installed the structured cabling for these projects
- Verified Samsung sales proposals

**Service Manager**

October 2004–September 2007

High Tech Communications

*Ocala, FL*

- Handled installations and troubleshooting of Samsung Products.
- Installed and maintain computer networks (Server 2000, SBS 2003) for clients.
- Handled purchasing and receiving of computer and phone equipment.
- Office Manager including daily tasks of lead acquisition and office personnel.
- Director of sales to include implementing estimates and acquisition.
- Process management and project planning.

**Owner**

November 1999–October 2004

Ocala Computer Consulting, Inc.

*Ocala, FL*

- Installed and maintain clients' computer networks (NT Server, Server 2000).
- Handled purchasing and receiving of equipment.
- Presented proposals for network design and implementation.
- Developed business relationships with companies in the same industry.
- Developed a suite of Historical Picture and Video CD-ROM's.
- Developed basic business card web sites

**Computer Technician**

June 1999–November 1999

Auto Insurance World.

*Ocala, FL*

- Managed the computer networks (Peer-to-Peer, and Server 2000) for five locations in Central Florida.
- Included troubleshooting various software programs.
- Installation of new computer systems and equipment.
- Troubleshoot and isolate network problem that arose.
- Recommended various solutions to enhance the performance of the networks.

**Education**

*Helena, MT*

Helena College of Technology                      1998  
A.S. Electronics Engineering

References Available on request.

**EXHIBIT D**

**Standard Customer Terms and Conditions**

# **AEGIS TELECOM, INC. d/b/a OFF THE HOOK TELECOM TERMS AND CONDITIONS OF WIRELESS SERVICE**

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and Aegis Telecom, Inc. d/b/a Off the Hook Telecom ("Off the Hook Telecom"). They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. Off the Hook Telecom reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the Off the Hook Telecom website found at [www.offthehooktelecom.net](http://www.offthehooktelecom.net).

By purchasing or activating your Aegis Telecom, Inc. d/b/a Off the Hook Telecom ("Off the Hook Telecom") or using any Aegis Telecom, Inc. d/b/a Off the Hook Telecom ("Off the Hook Telecom") service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:

## **1. ACTIVATING AND USING YOUR OFF THE HOOK TELECOM HANDSET**

Off the Hook Telecom telephone number is assigned to your handset when you receive it, however, you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not Off the Hook Telecom. Your handset can only be used through Off the Hook Telecom, and cannot be activated with any other wireless or cellular service. Off the Hook Telecom Services are provided at its discretion. Some functions and features referenced in the Manufacturer's manual provided with your Off the Hook Telecom handset may not be available.

## **2. AIRTIME RATES**

Off the Hook Telecom airtime is issued in unit increments. Units are deducted from the Off the Hook Telecom handset in the following manner all calls are charged at a rate of one (1) unit per minute. All other phone models, calls are charged at a rate of one (1) unit per minute.

## **3. TEXT MESSAGING**

The rates to send or receive a text message to another person's phone using your Off the Hook Telecom wireless handset are disclosed in your package.

Please note that Off the Hook Telecom wireless services do not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than Off the Hook Telecom Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is an Off the Hook Telecom authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium PSMS services or campaigns (not authorized by Off the Hook Telecom), whether you incur charges as deductions from your handset or from your credit card, are not refundable.

## **4. INTERNATIONAL CALLS**

Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. Off the Hook Telecom will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your Off the Hook Telecom handset when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands.

## **5. ADDING ADDITIONAL AIRTIME**

Your Off the Hook Telecom wireless handset will only operate when you have airtime minutes/units available on the handset. Each prepaid airtime package comes with a number of minutes and a service period that begins to run from the day you add airtime to your handset. Off the Hook Telecom airtime minutes added to your wireless phone will expire with active service and Usage during a consecutive thirty (30) day period.

## **6. AIRTIME PLANS**

From time to time, Off the Hook Telecom may offer various plans. Currently, Off the Hook Telecom's Value Plans which allows you to automatically purchase certain airtime denominations on a regular monthly basis. All Airtime Plans are governed by these Terms and Conditions and the applicable Airtime Plan's Terms and Conditions which are also available at [www.offthehooktelecom.net](http://www.offthehooktelecom.net).

Additional minutes offered by Off the Hook Telecom can be purchased as follows:

35 Minutes	<b>\$ 5.00 (plus tax)</b>
75 Minutes	<b>\$10.00 (plus tax)</b>
100 Minutes	<b>\$13.50 (plus tax)</b>
160 Minutes	<b>\$20.00 (plus tax)</b>
270 Minutes	<b>\$30.00 (plus tax)</b>
700 Minutes	<b>\$50.00 (plus tax)</b>

In the event of any modification that increases the charges, you will receive 30 days notice prior to being charged the new rate. Additional minute purchases may not be combined with any other discount or promotion.

**7. AIRTIME USAGE**

Airtime minutes will be deducted for all time during which your Off the Hook Telecom service is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, 411, 611, Customer Care, simultaneous calls (airtime minutes will be deducted for each call separately) and calls to access your voice mail. Airtime minutes are not deducted for calls to 911. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging. Airtime minutes are deducted for all text messages sent and incoming text. No credit is given for dropped calls.

**8. EMERGENCY CALLS**

If you are in an area where your Off the Hook Telecom handset is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your Off the Hook Telecom handset in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

**9. UNAUTHORIZED USAGE; TAMPERING**

The Off the Hook Telecom handset is exclusively for use by you, the end consumer, with the prepaid wireless service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your Off the Hook Telecom handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with Off the Hook Telecom. You agree not to unlock, re-flash, tamper with or alter your Off the Hook Telecom handset or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your Off the Hook Telecom handset or the Service, or assist others in such acts, or to sell and/or export Off the Hook Telecom handsets outside of the United States. These acts violate Off the Hook Telecom's rights and state and federal laws. Improper, illegal or unauthorized use of your Off the Hook Telecom handset is a violation of this agreement and may result in immediate discontinuation of Service and legal action. Off the Hook Telecom will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use shall entitle Off the Hook Telecom to recover liquidated damages from you in an amount not less than \$5,000 per handset purchased, sold, acquired or used in violation of this agreement.

**11. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT**

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, Off the Hook Telecom reserves the right to substitute and/or replace any Off the Hook Telecom equipment (including handsets) with other Off the Hook Telecom equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular handset may not be available on your Off the Hook Telecom handset and does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither Off the Hook Telecom nor any Carrier shall have any liability for Service failures, outages or limitations of Service.

**12. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS**

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Model and color of phones may vary. All talk and standby times are quoted in Digital Mode and are approximate.

**13. WARRANTY**

A new and/or reconditioned Off the Hook Telecom handset and accessories are covered by manufacturer's 30-day limited warranty.

**Exclusions and Conditions** This limited warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. Off the Hook Telecom does not provide refunds. All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your limited warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**14. DISCLAIMER OF WARRANTIES**

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

**15. OUR RIGHT TO TERMINATE YOUR SERVICE**

You agree not to use your phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) threaten or commit violence against any of our employees or customer service representatives; (d) use vulgar and/or inappropriate language when interacting with our representatives; (e) steal from us; (f) harass our representatives; (g) interfere with our operations; (h) engage in abusive messaging, emailing or calling; (i) modify your device from its manufacturer's default specification; or (j) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

**16. LIMITATION OF LIABILITY**

Off the Hook Telecom will not be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and Services. Off the Hook Telecom will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties.

**17. INDEMNIFICATION**

You agree to indemnify and hold harmless Off the Hook Telecom from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof resulting from your use of an Off the Hook Telecom handset and services whether based in contract, regardless of the form of action.

**18. BINDING ARBITRATION**

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING OF YOUR OFF THE HOOK TELECOM DEVICE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF OFF THE HOOK TELECOM WIRELESS' AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with Off the Hook Telecom, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude Off the Hook Telecom from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your Off the Hook Telecom device, the Service and/or PIN numbers in state or federal court. References to you and Off the Hook Telecom include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to Off the Hook Telecom by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. You and Off the Hook Telecom agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Off the Hook Telecom agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and Off the Hook Telecom. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Off the Hook Telecom and you agree otherwise, the location of any arbitration shall be Ocala, Florida. Except where prohibited by law, Off the Hook Telecom and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor Off the Hook Telecom shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court having jurisdiction thereof.

**19. PRIVACY POLICY**

To view Off the Hook Telecom Privacy Policy refer to the Off the Hook Telecom website found at [www.offthehooktelecom.net](http://www.offthehooktelecom.net).