



99  
June 22, 2011  
Via Overnight Delivery

11-3864-TP-ACE

Renée Jenkins, Secretary of Commission  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215-3793

**RE: WiMacTel, Inc. - Application for Authority to Provide Facilities-Based and Resold Local Exchange and Resold Interexchange Services**

Dear Ms. Jenkins:

Enclosed for filing please find one original and seven (7) copies of the Application of WiMacTel, Inc. for Authority to Provide Facilities-Based and Resold Local Exchange and Resold Interexchange Services in Ohio.

Questions regarding this filing may be directed to my attention at (407) 740-3001 or via e-mail at [tforte@tminc.com](mailto:tforte@tminc.com). Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Thank you for your assistance.

Sincerely,

Thomas M. Forte  
Consultant to WiMacTel, Inc.

TMF/mp  
Enclosures

cc: Gary Joseph - WiMacTel (E-Mail)  
file: WiMacTel - OH Local  
WiMacTel - OH IXC  
tms: OH11100

PUCO

2011 JUN 23 AM 11:26

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**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of WiMacTel, Inc.  
to Provide Facilities-Based and Resold Local and  
Interexchange Services Throughout the State of Ohio

TRF Docket No. 90-\_\_\_\_\_

Case No. 11-3864-TP-ACE

NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.

Name of Registrant(s) WiMacTel, Inc.

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 2225 East Bayshore Road, Suite 200, Palo Alto, CA 94303-3220

Company Web Address www.wimactel.com

Regulatory Contact Person(s) James MacKenzie Phone 888-476-0881 Fax 403-398-0714

Regulatory Contact Person's Email Address james.mackenzie@quortechequities.com

Contact Person for Annual Report James MacKenzie Phone 888-476-0881

Address (if different from above) \_\_\_\_\_

Consumer Contact Information James MacKenzie Phone 888-476-0881

Address (if different from above) \_\_\_\_\_

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Section I and II are Pursuant to Chapter 4901:1-6 OAC

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

| Exhibit | Description:  |
|---------|---|
| A       | The tariff pages subject to the proposed change(s) as they exist before the change(s)   |
| B       | The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.             |
| C       | A short description of the nature of the change(s), the intent of the change(s), and the customers affected.                          |
| D       | A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s). |

## Section I – Part I - Common Filings

|   |  |  |   |
|---|--|--|---|
| <b>Carrier Type</b><br><input type="checkbox"/> Other (explain below) | <input type="checkbox"/> For Profit ILEC   | <input type="checkbox"/> Not For Profit ILEC                       | <input type="checkbox"/> CLEC                                   |
| Change terms & conditions of existing BLES                            | <input type="checkbox"/> ATA <u>1-6-14(H)</u><br>(Auto 30 days)                  | <input type="checkbox"/> ATA <u>1-6-14(H)</u><br>(Auto 30 days)    | <input type="checkbox"/> ATA <u>1-6-14(H)</u><br>(Auto 30 days) |
| Introduce non-recurring charge, surcharge, or fee to BLES             |  |  | <input type="checkbox"/> ATA <u>1-6-14(H)</u><br>(Auto 30 days) |
| Introduce or Increase Late Payment                                    | <input type="checkbox"/> ATA <u>1-6-14(I)</u><br>(Auto 30 days)                  | <input type="checkbox"/> ATA <u>1-6-14(I)</u><br>(Auto 30 days)    | <input type="checkbox"/> ATA <u>1-6-14(I)</u><br>(Auto 30 days) |
| Revisions to BLES Cap.  | <input type="checkbox"/> ZTA <u>1-6-14(F)</u><br>(0 day Notice)                  |  |   |
| Introduce BLES or expand local service area (calling area)            | <input type="checkbox"/> ZTA <u>1-6-14(H)</u><br>(0 day Notice)                  | <input type="checkbox"/> ZTA <u>1-6-14(H)</u><br>(0 day Notice)    | <input type="checkbox"/> ZTA <u>1-6-14(H)</u><br>(0 day Notice) |
| Notice of no obligation to construct facilities and provide BLES      | <input type="checkbox"/> ZTA <u>1-6-27(C)</u><br>(0 day Notice)                  | <input type="checkbox"/> ZTA <u>1-6-27(C)</u><br>(0 day Notice)    |   |
| Change BLES Rates   | <input type="checkbox"/> TRF <u>1-6-14(F)</u><br>(0 day Notice)                  | <input type="checkbox"/> TRF <u>1-6-14(F)(4)</u><br>(0 day Notice) | <input type="checkbox"/> TRF <u>1-6-14(G)</u><br>(0 day Notice) |
| To obtain BLES pricing flexibility                                    | <input type="checkbox"/> BLS <u>1-6-14</u><br><u>(C)(1)(c)</u><br>(Auto 30 days) |  |   |
| Change in boundary  | <input type="checkbox"/> ACB <u>1-6-32</u><br>(Auto 14 days)                     | <input type="checkbox"/> ACB <u>1-6-32</u><br>(Auto 14 days)       |   |
| Expand service operation area   |  |  | <input type="checkbox"/> TRF <u>1-6-08(G)</u> (0 day)           |
| BLES withdrawal   |  |  | <input type="checkbox"/> ZTA <u>1-6-25(B)</u><br>(0 day Notice) |
| <b>Other*</b> (explain) _____   |  |  |   |

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

| Type of Notice                         | Direct Mail              | Bill Insert              | Bill Notation            | Electronic Mail          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> 15-day Notice | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> 30-day Notice | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Date Notice Sent:</b> _____         |                          |                          |                          |                          |

## Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

| IOS                          | Introduce New            | Tariff Change            | Price Change             | Withdraw                 |
|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> IOS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

| Certification              | ILEC<br>(Out of Territory)                                     | CLEC  | Carrier's Not<br>Offering BLES   | CESTC   | CETC   |
|----------------------------|--|---|--|---|--|
| * See Supplemental<br>form | <input type="checkbox"/> ACE <u>1-6-08</u><br>* (Auto 30- day) | <input type="checkbox"/> ACE <u>1-6-08</u><br>* (Auto 30 day) | <input checked="" type="checkbox"/> ACE <u>1-6-08</u><br>* (Auto 30 day) | <input type="checkbox"/> ACE <u>1-6-10</u><br>(Auto 30 day) | <input type="checkbox"/> UNC <u>1-6-09</u><br>* (Non-Auto) |

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

| Certificate Status  | ILEC  | CLEC  | Carrier's Not<br>Offering BLES                                  |
|---|---|---|---|
| Abandon all Services  |   | <input type="checkbox"/> ABN <u>1-6-26</u><br>(Auto 30 days)    | <input type="checkbox"/> ABN <u>1-6-26</u><br>(Auto 30 days)    |
| Change of Official Name *   | <input type="checkbox"/> ACN <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> ACN <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u><br>(0 day Notice) |
| Change in Ownership *   | <input type="checkbox"/> ACO <u>1-6-29(E)</u><br>(Auto 30 days) | <input type="checkbox"/> ACO <u>1-6-29(E)</u><br>(Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u><br>(0 day Notice) |
| Merger *  | <input type="checkbox"/> AMT <u>1-6-29(E)</u><br>(Auto 30 days) | <input type="checkbox"/> AMT <u>1-6-29(E)</u><br>(Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u><br>(0 day Notice) |
| Transfer a Certificate *  | <input type="checkbox"/> ATC <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> ATC <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u><br>(0 day Notice) |
| Transaction for transfer or lease of<br>property, plant or business * | <input type="checkbox"/> ATR <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> ATR <u>1-6-29(B)</u><br>(Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u><br>(0 day Notice) |
|   |   |   |   |

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

| Carrier to Carrier   | ILEC   | CLEC   |
|--|--|--|
| Interconnection agreement, or amendment to<br>an approved agreement                                  | <input type="checkbox"/> NAG <u>1-7-07</u><br>(Auto 90 day)              | <input type="checkbox"/> NAG <u>1-7-07</u><br>(Auto 90 day)      |
| Request for Arbitration  | <input type="checkbox"/> ARB <u>1-7-09</u><br>(Non-Auto)                 | <input type="checkbox"/> ARB <u>1-7-09</u><br>(Non-Auto)         |
| Introduce or change c-t-c service tariffs,   | <input type="checkbox"/> ATA <u>1-7-14</u><br>(Auto 30 day)              | <input type="checkbox"/> ATA <u>1-7-14</u><br>(Auto 30 day)      |
| Request rural carrier exemption, rural carrier<br>suspension or modification                         | <input type="checkbox"/> UNC <u>1-7-04 or 05</u><br>(Non-Auto)           |  |
| Changes in rates, terms & conditions to Pole<br>Attachment, Conduit Occupancy and Rights-<br>of-Way. | <input type="checkbox"/> UNC <u>1-7-23(B)</u><br>(Non-Auto)              |  |
|  |  |  |
| Wireless Providers See <u>4901:1-6-24</u>  | <input type="checkbox"/> RCC<br>[Registration &<br>Change in Operations] | <input type="checkbox"/> NAG<br>[Interconnection<br>Agreement or |

**Section IV. – Attestation**

**Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.**

**AFFIDAVIT**  
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, WiMacTel, Inc.

, and am authorized to make this statement on its behalf.

(Name) Thomas M. Forts, Consultant

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

6/22/11 | Maitland, PA  
Executed on (Date) at (Location)  
[Signature] | 6/22/11  
\*(Signature and Title) (Date)

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**VERIFICATION**

I, Thomas M. Forts verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

[Signature] Consultant | 6/22/11  
\*(Signature and Title) (Date)

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**Send your completed Application Form, including all required attachments as well as the required number of copies, to:**

**Public Utilities Commission of Ohio**  
**Attention: Docketing Division**  
**180 East Broad Street, Columbus, OH 43215-3793**

**Or**

**Make such filing electronically as directed in Case No 06-900-AU-WVR**

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM**  
**for CARRIER CERTIFICATION**

(Effective: 01/20/2011)

(Pursuant to Case No. 10-1010-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the  
TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of  
**WiMacTel, Inc.**  
to Provide Facilities-Based and Resold Local and  
Interexchange Services Throughout the State of Ohio

Case No. \_\_\_\_\_ - \_\_\_\_\_ -TP - \_\_\_\_\_

Name of Registrant(s) WiMacTel, Inc.

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 2225 Bayshore Road, Suite 200, Palo Alto, CA 94303

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

**List of Required Exhibits**

**Tariffs: (Include all that apply)**

☐ Interexchange Tariff

☒ Local Tariff

☐ CESTC Tariff

☐ Carrier-to-Carrier (Access) Tariff

NOTE: All Facilities-Based carriers must file an Access Tariff

**Description of Services**

☐ Service provisioned via Resale

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of  
CTS services

☐ Description of the general  
geographic area served

☒ Explanation of how the proposed  
services in the proposed market  
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the  
applicant intends to serve

**Business Requirements**

**Evidence of Registration with:**

☒ Ohio Department of Taxation

☒ Ohio Secretary of State<sup>1</sup> &  
Certificate of Good Standing

**Documentation attesting to the applicant's financial viability, including the following:**

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

**Documentation attesting to the applicant's managerial ability and corporate structure, including the following:**

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number \_\_\_\_\_

☒ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if applicable.

<sup>1</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

**Documentation attesting to the applicant's proposed interactions with other Carriers**

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☒ retail tariffs ☒ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

**Documentation attesting to the applicant's proposed interactions with Customers**

- ☐ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve  
(Use spreadsheet from: [http://www.puc.state.oh.us/puco/forms/form.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357))
- ☒ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

**Affidavit**

I am an authorized representative of the applicant corporation WiMacTel, Inc.  
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on

Wednesday June 22, 2011

at

Maitland, FL 32751

Shirley L. Luns, Consultant  
(Signature and Title)

6/22/11  
(Date)

**EXHIBIT 1**

**WIMACTEL, INC.**

**PROPOSED LOCAL TARIFF**



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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF OHIO  
IN THE COUNTIES OF

|            |           |            |            |
|------------|-----------|------------|------------|
| Adams      | Fairfield | Lucas      | Summit     |
| Athens     | Fayette   | Miami      | Trumbull   |
| Auglaize   | Franklin  | Madison    | Tuskarawas |
| Belmont    | Gallia    | Mahoning   | Washington |
| Brown      | Geauga    | Monroe     | Wayne      |
| Butler     | Greene    | Montgomery | Wood       |
| Champaign  | Hancock   | Muskingum  | Wyandot    |
| Clark      | Highland  | Perry      |            |
| Columbiana | Hocking   | Pickaway   |            |
| Coshocton  | Jefferson | Portage    |            |
| Cuyahoga   | Lake      | Sandusky   |            |
| Erie       | Lawrence  | Stark      |            |

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by WiMacTel, Inc. with principal offices at 2225 East Bayshore Road, Suite 200, Palo Alto, CA 94303 for services furnished within the State of Ohio. This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued:

Effective:

Issued by: James MacKenzie, President and CEO  
2225 East Bayshore Road, Suite 200  
Palo Alto, CA 94303

Case No.

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SECTION 2 - PUBLIC TELEPHONE SERVICES

2.1 General

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

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

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Issued:

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Palo Alto, CA 94303

Case No.

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SECTION 2 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

2.2 Public Access Lines

2.2.1 General

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

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

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Issued:

Effective:

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Palo Alto, CA 94303

Case No.

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**SECTION 2 - PUBLIC TELEPHONE SERVICES, (CONT'D.)**

**2.2 Public Access Lines, (Cont'd.)**

**2.2.2 Types of Public Access Lines**

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

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**Issued:**

**Effective:**

**Issued by:** James MacKenzie, President and CEO  
2225 East Bayshore Road, Suite 200  
Palo Alto, CA 94303

**Case No.**

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SECTION 2 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

## 2.2 Public Access Lines, (Cont'd.)

## 2.2.3 Feature Descriptions

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

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

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Issued:

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SECTION 2 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

2.2 Public Access Lines, (Cont'd.)

2.2.4 Rates and Charges

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

(A) Monthly flat charges

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

(B) Message usage rates and charges

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

(C) Trouble Isolation Charge

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

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Issued:

Effective:

Issued by: James MacKenzie, President and CEO  
2225 East Bayshore Road, Suite 200  
Palo Alto, CA 94303

Case No.

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SECTION 1 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

## 1.2 Public Access Lines, (Cont'd.)

## 1.2.4 Rates and Charges, (cont'd.)

## (A) Monthly Message Rate per line and usage

## Exchange

All AT&amp;T Exchanges

\$13.41

## (1) Message usage charges for local Station-to-Station calls

The table below applies for all message related intrastate calling between local stations (where applicable) from message rate PAL lines.

Per Message

\$0.0088

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SECTION 2 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

2.3 Public Access Smart-Pay Lines

2.3.1 General

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

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

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Issued:

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Issued by: James MacKenzie, President and CEO  
2225 East Bayshore Road, Suite 200  
Palo Alto, CA 94303

Case No.



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SECTION 2 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

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

## 2.3.2 Types of Public Access Smart-Pay Lines

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

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

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

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

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

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

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SECTION 2 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

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

## 2.3.3 Feature Descriptions

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

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SECTION 2 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

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

2.3.3 Feature Descriptions, (Cont'd.)

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

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SECTION 2 - PUBLIC TELEPHONE SERVICES, (CONT'D.)

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

2.3.4 Rates and Charges

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

(A) Monthly flat charges

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

(B) Message usage rates and charges

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

(C) Service Connection Charges

(D) The rates applicable for Public Access Smart Pay Line service are the same as the rates and services found in Section 1.2.4 of this document.

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Case No.

**EXHIBIT 2**  
**WIMACTEL, INC.**  
**PROPOSED PRICE GUIDE**

TITLE SHEET

P.U.C.O. 2

**WiMacTel, Inc.**

This Tariff describes the Company's Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

[www.wimactel.com](http://www.wimactel.com)

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by WiMacTel, Inc. within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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**CHECK SHEET**

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

| Page  | Revision |   | Page | Revision |   | Page | Revision |
|-------|----------|---|------|----------|---|------|----------|
| Title | Original | * | 24   | Original | * |      |          |
| 1     | Original | * | 25   | Original | * |      |          |
| 2     | Original | * | 26   | Original | * |      |          |
| 3     | Original | * | 27   | Original | * |      |          |
| 4     | Original | * | 28   | Original | * |      |          |
| 5     | Original | * | 29   | Original | * |      |          |
| 6     | Original | * | 30   | Original | * |      |          |
| 7     | Original | * | 31   | Original | * |      |          |
| 8     | Original | * | 32   | Original | * |      |          |
| 9     | Original | * | 33   | Original | * |      |          |
| 10    | Original | * | 34   | Original | * |      |          |
| 11    | Original | * | 35   | Original | * |      |          |
| 12    | Original | * | 36   | Original | * |      |          |
| 13    | Original | * | 37   | Original | * |      |          |
| 14    | Original | * |      |          |   |      |          |
| 15    | Original | * |      |          |   |      |          |
| 16    | Original | * |      |          |   |      |          |
| 17    | Original | * |      |          |   |      |          |
| 18    | Original | * |      |          |   |      |          |
| 19    | Original | * |      |          |   |      |          |
| 20    | Original | * |      |          |   |      |          |
| 21    | Original | * |      |          |   |      |          |
| 22    | Original | * |      |          |   |      |          |
| 23    | Original | * |      |          |   |      |          |

\* - indicates those pages includes with this filing

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**APPLICATION OF TARIFF**

This tariff filed by the Company describes the Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901: 1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

[www.wimactel.com](http://www.wimactel.com)

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (L) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PUCO. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a tariff filing is made with the PUCO, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's telephone to a WiMacTel designated switching center or point of presence.

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

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Card Service network to identify the caller and validate the caller's authorization to use the services provided.

**Commission** - The Public Utilities Commission of Ohio.

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

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Dedicated Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**LEC** - Local Exchange Company.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

**PUCO** - Public Utilities Commission of Ohio

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

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

**Travel Card Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

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

**WiMacTel** - Used throughout this tariff to refer to WiMacTel, Inc.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Application of Tariff**

- 2.1.1** This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by WiMacTel for telecommunications between points within the State of Ohio.

Company may, from time to time, offer various enhanced services and information services within the State of Ohio. Such services will be provided pursuant to contract to be presented for review and approval by the PUCO and will not be governed by this tariff.

Company may also, from time to time, offer switching, transmission, and/or operator assistance services to other telecommunications carriers, for resale to such companies' Customers. The rates for any such services will be determined pursuant to contract, to be presented for review and approval by the PUCO, and Section 3 of this Tariff will not apply thereto.

- 2.2.2** The Company concurs in the Telephone Service Requirements Form (Appendix A of this tariff) created and amended pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI. The requirements in the Telephone Service Requirements Form and this section of the tariff may, from time to time, not be in agreement. In instances where this is the case, the language in the Telephone Service Requirements Form will prevail.

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

**2.2 Use of Services**

- 2.2.1** WiMacTel's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2** The use of WiMacTel's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3** The use of WiMacTel's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4** WiMacTel's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5** WiMacTel does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

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

**2.2 Use of Services (Cont'd.)**

**2.2.6 WiMacTel's service may be denied for the following reasons:**

- (A)** Following ten days notice, for nonpayment of any sum due WiMacTel for more than thirty days after issuance of the bill,
- (B)** For violation of any provision of this tariff,
- (C)** For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over WiMacTel's services, or
- (D)** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting WiMacTel from furnishing its services.

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

**2.3 Liability of the Company**

- 2.3.1** WiMacTel shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall WiMacTel's liability for any service exceed the charges applicable under this tariff to such service.
- 2.3.2** WiMacTel shall be indemnified and saved harmless by any Subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright; and against all other claims arising out of any act or omission of a Subscriber or of any other entity in connection with the services provided by WiMacTel.
- 2.3.3** WiMacTel is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services provided by WiMacTel.
- 2.3.4** WiMacTel shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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

**2.3 Liability of the Company, (Cont'd.)**

- 2.3.5** WiMacTel shall not be liable for and shall be indemnified and saved harmless by any Subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Subscriber, user or any other entity or any other property whether owned or controlled by the Subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by WiMacTel which is not the direct result of WiMacTel's negligence.
- 2.3.6** WiMacTel shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.7** Inclusion of early termination liability by the Company in its pricing guide or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.4 Responsibilities of the Subscriber**

- 2.4.1** The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to end users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's telephone numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by WiMacTel on the Subscriber's behalf.
- 2.4.3** If required for the provision of WiMacTel's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to WiMacTel.
- 2.4.4** The Subscriber is responsible for arranging access to its premises at times mutually agreeable to WiMacTel and the Subscriber when required for WiMacTel personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of WiMacTel's services.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.4 Responsibilities of the Subscriber (Cont'd.)**

- 2.4.5** The Subscriber shall ensure that the equipment and/or system is properly interfaced with WiMacTel facilities or services, that the signals emitted into WiMacTel network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, WiMacTel will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to WiMacTel equipment, personnel, or the quality of service to other Subscribers, WiMacTel may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, WiMacTel may, upon written notice, terminate the Subscriber's service.

- 2.4.6** The Subscriber must pay WiMacTel for replacement or repair of damage to the equipment or facilities of WiMacTel caused by negligence or willful act of the Subscriber, users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, users, or others.
- 2.4.7** The Subscriber must pay for the loss through theft of any WiMacTel equipment installed at Subscriber's premises.

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

**2.5 Responsibilities of the Customer**

- 2.5.1** The Customer is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a third party, or a Subscriber.
- 2.5.2** The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.5.3** The Customer is responsible for establishing its identity as often as necessary during the course of a call.
- 2.5.4** The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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

**2.6 Cancellation or Interruption of Services**

**2.6.1** Without incurring liability WiMacTel may, after providing ten (10) days notice of discontinuance of service to a Subscriber, discontinue service or withhold the provision of ordered or contracted services:

- (A) For nonpayment of any sum due WiMacTel for more than thirty days after issuance of the bill,
- (B) For violation of any of the provisions of this tariff,
- (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over WiMacTel's services, or
- (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting WiMacTel from furnishing its services.

**2.6.2** Without incurring liability, WiMacTel may interrupt the provision of services upon mutually agreed terms in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and WiMacTel's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

**2.6.3** Service may be discontinued by WiMacTel by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when WiMacTel deems it necessary to take such action to prevent unlawful use of its service. WiMacTel will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

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

**2.6 Cancellation or Interruption of Services, (Cont'd.)**

**2.6.4** All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

**2.7 Validation of Credit**

WiMacTel reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures.

**2.8 Billing Entity Conditions**

When billing functions on behalf of WiMacTel are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.9 Payment and Credit Regulations****2.9.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the PUCO. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.9 Payment and Credit Regulations, (Cont'd.)****2.9.1 Payment Arrangements, (cont'd.)**

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

**2.9.2 Deposits**

No deposits are required.

**2.9.3 Advance Payments**

No advance payment is required.

**2.9.4** Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

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

**2.9 Payment and Credit Regulations, (Cont'd.)**

- 2.9.5** If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department  
Public Utility Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793  
Toll Free Telephone: 800-686-7826  
TTY Toll Free Telephone: 800-686-1570

From 8:00 AM to 5:30 PM (EST) weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org)

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.10 Toll Blocking**

WiMacTel, Inc. may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, WiMacTel, Inc. may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (a) the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) WiMacTel, Inc., exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- (c) WiMacTel, Inc. attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.10 Toll Blocking, (Cont'd.)**

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select WiMacTel, Inc. as his or her 1+ carrier of choice, WiMacTel, Inc. may, subject to the PUCO's tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-13 and 4901:1-5-14, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-13 (B), O.A.C., but WiMacTel, Inc., may negotiate a lower deposit.

WiMacTel, Inc. may furnish credit information, acquired from WiMacTel, Inc.'s own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. WiMacTel, Inc. will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to WiMacTel, Inc., WiMacTel, Inc. will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General**

WiMacTel provides direct dialed one plus and toll free inbound services for communications originating and terminating within the State of Ohio under terms of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.2 Timing of Calls**

- 3.2.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3** The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- 3.2.4** The company will not bill for incomplete calls.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.3 Rate Periods**

Unless otherwise indicated elsewhere in this tariff, all usage-based rates are subject to the following time-of-day, day-of-week, and holiday rate periods:

**3.3.1** Switched service products will be provided on a flat rate basis with no time-of-day, day-of-week or holiday rate periods.

**3.3.2** Dedicated service products will be provided on a Day and Non-Day basis. The Day Rate period is defined as Monday through Friday 8:00 AM to, but not including 5:00 PM. The Non-Day rate period is defined as any other time of the week not covered by the Day Rate period.

**3.4 Special Access Channels**

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. WiMacTel will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account, in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.5 Calculation of Distance**

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1:** Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

**Formula =**

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

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 Quality and Grade of Service Offered**

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.7 Operator Services**

**3.7.1 Determination of Charges**

The charges for Operator Services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

Rates are charged in full minute increments. The minimum charge for each call is one full minute; each additional minute is charged in whole minute increments.

**3.7.2 Classes of Services**

Service is offered on a Customer Dialed Calling Card Station, Operator Station, Person-to-Person or Real Time Rated-Operator Station/Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.7 Operator Services, (Cont'd.)****3.7.3 Application of Operator Services Rates**

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.7 Operator Services, (Cont'd.)****3.7.4 WiMacTel Operator Service Base Plan**

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute increment.

**A Usage Rates – IntraLATA/InterLATA**

|              | <b>Day</b>            |                            | <b>Evening</b>        |                            | <b>Night</b>          |                            |
|--------------|-----------------------|----------------------------|-----------------------|----------------------------|-----------------------|----------------------------|
| <b>Miles</b> | <b>Initial Period</b> | <b>Each Addt'l. Period</b> | <b>Initial Period</b> | <b>Each Addt'l. Period</b> | <b>Initial Period</b> | <b>Each Addt'l. Period</b> |
| 0-9999       | \$1.725               | \$1.725                    | \$1.725               | \$1.725                    | \$1.725               | \$1.725                    |

**B Per Call Services Charges:**

|                               | <b>Automated</b> | <b>Operator Assisted</b> |
|-------------------------------|------------------|--------------------------|
| Automated Calling Card:       | \$10.98          | \$12.49                  |
| Collect (Station to Station): | \$11.49          | \$12.49                  |
| 3 <sup>rd</sup> Party         | \$11.98          | \$14.98                  |
| Person to Person:             | \$17.49          | \$17.49                  |
| Credit Card                   | \$10.98          | \$12.49                  |

**Surcharges**

|                     |        |
|---------------------|--------|
| Premise Imposed Fee | \$5.00 |
|---------------------|--------|

Billing: 1 Minute Increments

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.7 Operator Services, (Cont'd.)****3.7.5 WiMacTel Operator Service Plan 3M**

Calls are billed in three (3) minute increments after an initial minimum call duration of three (3) minutes. Partial minutes are rounded up to the next three minute increment.

**A Usage Rates – IntraLATA/InterLATA**

|              | <b>Day</b>            |                            | <b>Evening</b>        |                            | <b>Night</b>          |                            |
|--------------|-----------------------|----------------------------|-----------------------|----------------------------|-----------------------|----------------------------|
| <b>Miles</b> | <b>Initial Period</b> | <b>Each Addt'l. Period</b> | <b>Initial Period</b> | <b>Each Addt'l. Period</b> | <b>Initial Period</b> | <b>Each Addt'l. Period</b> |
| 0-9999       | \$5.175               | \$5.175                    | \$5.175               | \$5.175                    | \$5.175               | \$5.175                    |

**B Per Call Services Charges:**

|                               | <b>Automated</b> | <b>Operator Assisted</b> |
|-------------------------------|------------------|--------------------------|
| Automated Calling Card:       | \$10.98          | \$12.49                  |
| Collect (Station to Station): | \$11.49          | \$12.49                  |
| 3 <sup>rd</sup> Party         | \$11.98          | \$14.98                  |
| Person to Person:             | \$17.49          | \$17.49                  |
| Credit Card                   | \$10.98          | \$12.49                  |
| <b>Surcharges</b>             |                  |                          |
| Premise Imposed Fee           | \$5.00           |                          |

Billing: 3 Minute Increments

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.8 Star 89**

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

**3.8.1 Usage Rates**

|               | <b>Initial 3 Minutes</b> | <b>Each Additional 3 Minutes</b> |
|---------------|--------------------------|----------------------------------|
| Per Call Rate | \$5.175                  | \$5.175                          |

**3.8.2 Operator Connect Charges**

|                  | <u><b>Automated</b></u> | <u><b>Operator Assisted</b></u> |
|------------------|-------------------------|---------------------------------|
| Calling Card     | \$10.98                 | \$12.49                         |
| Collect          | \$11.49                 | \$12.49                         |
| 3rd Party        | \$11.98                 | \$14.98                         |
| Person to Person | \$17.49                 | \$17.49                         |
| Credit Card      | \$10.98                 | \$12.49                         |
| PIF              | \$ 5.00                 |                                 |

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.9 800 Call Plan 1**

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

**3.9.1 Rate Plan**

|                      | <b>Initial 3 Minutes</b> | <b>Each Additional 3 Minutes</b> |
|----------------------|--------------------------|----------------------------------|
| <b>Per Call Rate</b> | <b>\$5.175</b>           | <b>\$5.175</b>                   |

**3.9.2 Operator Connect Charges**

|                               | <b><u>Automated</u></b> | <b><u>Operator Assisted</u></b> |
|-------------------------------|-------------------------|---------------------------------|
| Calling Card:                 | \$10.98                 | \$12.49                         |
| Credit Card:                  | \$11.49                 | \$12.49                         |
| Collect (Station to Station): | \$11.98                 | \$14.98                         |
| 3 <sup>rd</sup> Party:        | \$17.49                 | \$17.49                         |
| Person to Person:             | \$10.98                 | \$12.49                         |
| <br>Premise Imposed Fee:      | <br>\$5.00              |                                 |

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.10 Directory Assistance Service**

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

Directory Assistance, Per Call

|                                 |        |
|---------------------------------|--------|
| Intrastate Directory Assistance | \$2.49 |
|---------------------------------|--------|

**3.10.1 Call Completion Service**

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

**A. Directory Assistance Call Completion, Per Call**

|                  |        |
|------------------|--------|
| Per Call Charge: | \$1.00 |
|------------------|--------|

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.11 WiMacTel Long Distance Base Plan**

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

**3.11.1 Usage Rates****(A) Long Distance Option 1**

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

|                      | <b>Initial<br/>Period</b> | <b>Each Add'l 1<br/>Period</b> |
|----------------------|---------------------------|--------------------------------|
| Less than 1000 ANI's | \$0.02520                 | \$0.02520                      |
| 1000 + ANI's         | \$0.01890                 | \$0.01890                      |

**(B) Long Distance Option 2**

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

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

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**SECTION 4 - MISCELLANEOUS****4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges will vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

**4.2 Late Payment Charge**

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

**4.3 Return Check Charge**

The Company will assess a return check charge of up to \$20.00 or 5% of the amount of the check, whichever is greater, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

**4.4 Non – Subscriber Fee**

A Nonsubscriber Fee is applicable to operator assisted calls billed to end user lines which are presubscribed to an interexchange carrier other than WiMacTel, or not presubscribed to any interexchange carrier. This charge is in addition to the applicable initial period charges and in addition to any applicable service charges for operator handled calls.

Rate Per Call: \$3.50

**4.5 Bill Statement Fee**

The Company may impose a Bill Statement Fee to calls billed as part of the Customer's local telephone bill.

Per Month Charge: \$2.49

**4.6 Regulatory Compliance Fee**

This fee allows the Company to recover expenses that the Company incurs with regard to the Universal Service Fund, National Number Portability and other regulatory fees. The fee is not a tax or charge imposed or required by any government entity.

Rate Per Call: \$1.50

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**SECTION 5 - PROMOTIONS****5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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### **EXHIBIT 3**

#### **WIMACTEL, INC.**

#### **DESCRIPTION OF SERVICES**

With this Application, WiMacTel, Inc. ("the Company") is requesting authority to provide Facilities-Based Local Exchange and Resold Local and Interexchange Telecommunications Services in all exchanges in the AT&T Ohio market area.

Initially, the Applicant proposes to provide local services by combining unbundled network elements and reselling services obtained from incumbent local exchange carriers to business customers only. The Applicant may eventually provide local services via its own switching facilities and add residential services.

The proposed services include, but will not be limited to:

- Basic Business Local Exchange Service with Custom Calling and CLASS Features;
- Business Ancillary Services (911, E-911, 411, Relay Service, Directory Listings, and Directory Assistance, etc.)
- Centrex
- ISDN
- AIN Provided Features
- DID Trunks and Lines
- Access to Long Distance Services

In addition to the services listed above, the Applicant, through interconnection agreements with other carriers or resale of other carriers' services, will offer dual-party relay services, 911 Emergency Services, Directory Assistance, Operator-Assisted Calls, Toll Free Calling and Resold Interexchange Services. The Company may also offer non-regulated services, such as Internet Access.

All Services that remain subject to tariffing under the Ohio Administrative Code are included in the tariffs included as Exhibit 1 and 2.

**EXHIBIT 4**

**WIMACTEL, INC.**

**DESCRIPTION OF PROPOSED MARKET AREA**

WiMacTel, Inc. initially proposes to offer its services within AT&T Ohio market area.

A listing of the Proposed Market Area (PMA) is attached to Exhibit 23.

## **EXHIBIT 5**

### **WIMACTEL, INC.**

#### **EXPLANATION OF HOW THE PROPOSED SERVICES IN THE PROPOSED MARKET AREA ARE IN THE PUBLIC INTEREST**

The Applicant's provision of local service is targeted to business customers and will provide a competitive alternative to the public. It will promote, through competition, the efficient use of the local exchange telecommunications networks. Customers will benefit by having alternatives from which to choose and from general improvements in price, features and options that are generated by competitive pressures.

The Applicant's proposed services will provide multiple public benefits by increasing the efficiency of incumbent carriers by providing users of telecommunications services with greater reliability and by increasing the competitive choices available to users in the State.

Enhanced competition in telecommunications services likely will further stimulate economic development in Ohio. In addition, increased competition will create incentives for lower prices, more innovative services and more responsive customer service.

Furthermore, the approval of this Application will not adversely affect the incumbent carriers' service.

Local exchange service competition will also stimulate the demand for the services supplied by all local service carriers, including those of the incumbent carriers. The carriers will have market incentives to improve the efficiency of its operations, and it will benefit from the increased use of its services, due to the expansion of the total market and by their competitively driven prices.

Further, as demonstrated above, the approval of this Application will provide significant benefits to consumers in the state of Ohio in terms of carrier choice, price, increased reliability, responsiveness and the introduction of new services. Additionally, as competition has driven telecommunications prices downward, businesses have seen reductions in their operating costs and increases in their sales, which have contributed to the viability of the economy and employment levels.

**EXHIBIT 6**

**WIMACTEL, INC.**

**DESCRIPTION OF THE CLASS OF CUSTOMERS THAT THE  
APPLICANT INTENDS TO SERVICE**

Initially, the Applicant proposes to provide service to Public Access Line customers only.

**EXHIBIT 7**

**WIMACTEL, INC.**

**EVIDENCE OF REGISTRATION WITH THE OHIO DEPARTMENT OF TAXATION**





June 22, 2011  
Via U.S. Mail

2600 Maitland Center Pkwy.

Suite 300

Maitland, FL 32751

P.O. Drawer 200

Winter Park, FL

32790-0200

Tel: 407-740-8575

Fax: 407-740-0613

www.tminc.com

Ohio Department of Taxation  
Care of: Public Utilities Section  
21st Floor  
30 East Broad Street  
Columbus, Ohio 43266-0420

Dear Sir/Madam:

Please be advised that WiMacTel, Inc. has applied for certification by the Public Utilities Commission of Ohio to operate as a provider of resold and facilities-based local exchange and resold long distance telecommunications services in the State of Ohio.

All official correspondence should be addressed to:

James MacKenzie, President, Chief Executive Officer and Secretary  
WiMacTel, Inc.  
2225 East Bayshore Road, Suite 200  
Palo Alto, CA 94303  
Telephone: (888) 476 - 0881  
Facsimile: (403) 398 - 0714

Please contact me at (407) 740-3001 if you should have any questions regarding this matter.

Sincerely,

Thomas M. Forte  
Consultant to WiMacTel, Inc.

TMF/mp

cc: James MacKenzie - WiMacTel  
file: WiMacTel- OH Local

**EXHIBIT 8**

**WIMACTEL, INC.**

**OHIO SECRETARY OF STATE CERTIFICATION  
&  
CERTIFICATE OF GOOD STANDING**

The Company received its Ohio Secretary of State certification on June 22, 2010,  
therefore, a Certificate of Good Standing is not applicable at this time.

**United States of America  
State of Ohio  
Office of the Secretary of State**

*I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show WIMACTEL, INC., a Delaware corporation, having qualified to do business within the State of Ohio on June 18, 2010 under License No. 1944727 is currently in GOOD STANDING upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 20th day of June, A.D. 2011*

A handwritten signature in black ink that reads "Jon Husted".

**Ohio Secretary of State**

**Validation Number: V2011171J44881**



|            |              |                                  |        |       |         |      |      |
|------------|--------------|----------------------------------|--------|-------|---------|------|------|
| DATE       | DOCUMENT ID  | DESCRIPTION                      | FLING  | EXPED | PENALTY | CERT | COPY |
| 06/22/2010 | 201017200966 | FOREIGN LICENSE/FOR-PROFIT (FLF) | 125.00 | .00   |         | .00  | .00  |

**Receipt**

This is not a bill. Please do not remit payment.

TECHNOLOGIES MANAGEMENT INC  
PO DRAWER 200  
WINTER PARK, FL 32790

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jennifer Brunner**

1944727

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**WIMACTEL, INC.**

and, that said business records show the filing and recording of:

Document(s):

**FOREIGN LICENSE/FOR-PROFIT**

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.

Document No(s):

**201017200966**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus,  
Ohio this 18th day of June, A.D.  
2010.

Ohio Secretary of State

RECEIVED JUN 28 2010

## **EXHIBIT 9**

### **WIMACTEL, INC.**

#### **EXECUTIVE SUMMARY OF FINANCIAL INFORMATION**

WiMacTel, Inc. has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. The Applicant has the financial support necessary to procure, install, and operate facilities and to hire and train the personnel necessary to conduct the operations described herein. The Applicant's financial strength and ability to offer the above services is demonstrated in the Applicants Financial Statements.

**EXHIBIT 10**  
**WIMACTEL, INC.**  
**FINANCIAL STATEMENTS**

**EXHIBIT 10-A**

**WIMACTEL, INC.**

**YTD 2011 FINANCIAL STATEMENTS**

**WiMacTel Inc.**  
**Balance Sheet**  
**As At March 31, 2011**

|   | <b>2011</b><br><b>Mar 31</b> | <b>2010</b><br><b>Dec 31</b> |
|---|------------------------------|------------------------------|
| <b>Current Assets</b>                             |                              |                              |
| Bank  | 27,855                       | 18,723                       |
| Other   | 101                          | 1                            |
| Accounts Receivable                               | 363,081                      | 18,405                       |
| <b>Total Current Assets</b>                       | <b>391,037</b>               | <b>37,129</b>                |
| <b>Fixed Assets</b>                               |                              |                              |
| Computer Hardware                                 | 62,500                       | 62,500                       |
| <b>Total Fixed Assets</b>                         | <b>62,500</b>                | <b>62,500</b>                |
| <b>Other Assets</b>                               |                              |                              |
| Other Intangibles                                 | 351,008                      | 314,175                      |
| <b>Total Other Assets</b>                         | <b>351,008</b>               | <b>314,175</b>               |
| <b>Total Assets</b>                               | <b>804,545</b>               | <b>413,804</b>               |
| <b>Current Liabilities</b>                        |                              |                              |
| Accounts Payable and Accrued Liabilities          | 188,649                      | 4,341                        |
| Current portion due to NBI                        | 50,000                       | 50,000                       |
| Due to QSI  | 60,681                       | 50,681                       |
| Due to iTechnology                                | 434,074                      | 259,265                      |
| <b>Total Current Liabilities</b>                  | <b>733,404</b>               | <b>364,287</b>               |
| <b>Long Term Liabilities</b>                      |                              |                              |
| Due to NBI  | 37,499                       | 50,000                       |
| <b>Total Long Term Liabilities</b>                | <b>37,499</b>                | <b>50,000</b>                |
| <b>Shareholder Equity</b>                         |                              |                              |
| Share Capital Common                              | 101                          | 1                            |
| <b>Retained Earnings (Deficit)</b>                | <b>33,541</b>                | <b>(484)</b>                 |
| <b>Total Shareholder Equity</b>                   | <b>33,642</b>                | <b>(483)</b>                 |
| <b>Total Shareholder Equity &amp; Liabilities</b> | <b>804,545</b>               | <b>413,804</b>               |



**WiMacTel Inc.****Statement of Income and Retained Earnings****For The Three Months Then Ended March 31, 2011**

|  | 2011           | 2010           |
|--|----------------|----------------|
| Revenue                                | 418,320        | 113,773        |
|  | <u>418,320</u> | <u>113,773</u> |
| Cost of Goods Sold                     | 358,599        | 37,407         |
| Gross Profit                           | 59,721         | 76,366         |
|  | 14%            | 67%            |
| Operating Expenses                     |                |                |
| Accounting and Legal Fees              | 11,586         | 9,664          |
| Interest and Bank Charges              | 418            | 20             |
| Office and General                     | 4,122          | 360            |
| Sales Travel                           | 0              | 57,000         |
| Telephone and Utilities                | 9,570          | 9,321          |
| Travel and Conferences                 | 0              | 485            |
| Total Operating Expenses               | <u>25,696</u>  | <u>76,850</u>  |
| Net Operating (Loss) Income Before Tax | 34,025         | (484)          |
| Provision for current income tax       | 0              | 0              |
| Net Income For The Year                | <u>34,025</u>  | <u>(484)</u>   |
| Retained Earnings                      |                |                |
| Beginning of Year                      | (484)          | 0              |
| Prior Period Adjustment SRED           | 0              | 0              |
| End of Year                            | <u>33,541</u>  | <u>(484)</u>   |

**WiMacTel Inc.**  
**Statement of Changes In Financial Position**  
**For The Three Months Then Ended March 31, 2011**  
**(With Prior Period Information For Comparison)**

|   | 2011<br>Mar 31<br>\$ | 2010<br>Dec 31<br>\$ |
|---|----------------------|----------------------|
| <b>Operations</b>                                 |                      |                      |
| Net Income (loss)                                 | 34,025               | (484)                |
| Add non cash depreciation and amortization        | 0                    | 0                    |
| Cash From Operations                              | 34,025               | (484)                |
| Changes in non-cash components of working capital | (160,468)            | 35,937               |
|   | (126,443)            | 35,453               |
| <b>Investment</b>                                 |                      |                      |
| (Purchase) and Disposition of capital assets      | (36,833)             | (251,675)            |
| (Purchase) and Disposition of capital assets      | 0                    | (125,001)            |
|   | (36,833)             | (376,676)            |
| <b>Financing</b>                                  |                      |                      |
| Increase (Retire) Due to NBI                      | (12,501)             | 50,000               |
| Issued Common Stock                               | 100                  | 0                    |
| Increased (Retire) Due to related                 | 184,809              | 309,946              |
|   | 172,408              | 359,946              |
| Excess of cash provided (used)                    | 9,132                | 18,723               |
| Cash beginning of year                            | 18,723               | 0                    |
| <b>Cash end of year</b>                           | <b>27,855</b>        | <b>18,723</b>        |

**EXHIBIT 10-B**

**WIMACTEL, INC.**

**YEAR END 2010 FINANCIAL STATEMENTS**

**WIMACTEL INC.**

**FINANCIAL STATEMENTS**

**December 31 2010**

**MARIMCO MANAGEMENT CONSULTANTS LTD.**

To The Shareholders  
**WIMACTEL INC.**

**NOTICE TO READER REPORT**

We have compiled the Balance Sheet and Income Statement consisting of **WIMACTEL INC.** as at **DECEMBER 31, 2010** for the year then ended.

Our compilation was made in accordance with generally accepted standards for notice to reader reports and accordingly consists from information provided by management of the company.

Our compilation does not constitute an audit, review nor have we attempted to verify the accuracy or completeness of such information.

Readers are cautioned that these statements may not be appropriate for their purposes

*Marimco Ltd.*

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**Marimco Management Consultants Ltd.**

Calgary, Alberta  
January 18, 2011

**MARIMCO MANAGEMENT CONSULTANTS LTD.**

**WiMacTel Inc.**  
**Balance Sheet**  
**As At December 31, 2010**

**2010**  
**Dec 31**

**Current Assets**

|                     |        |
|---------------------|--------|
| Bank                | 18,723 |
| Other               | 1      |
| Accounts Receivable | 18,405 |

**Total Current Assets** **37,129**

**Fixed Assets**

|                   |        |
|-------------------|--------|
| Computer Hardware | 62,500 |
|-------------------|--------|

**Total Fixed Assets** **62,500**

**Other Assets**

|                   |         |
|-------------------|---------|
| Other Intangibles | 314,175 |
|-------------------|---------|

**Total Other Assets** **314,175**

**Total Assets** **413,804**

**Current Liabilities**

|  |         |
|--|---------|
| Accounts Payable and Accrued Liabilities | 4,341   |
| Current portion due to NBI               | 50,000  |
| Due to QSI                               | 50,681  |
| Due to iTechnology                       | 259,265 |

**Total Current Liabilities** **364,287**

**Long Term Liabilities**

|            |        |
|------------|--------|
| Due to NBI | 50,000 |
|------------|--------|

**Total Long Term Liabilities** **50,000**

**Shareholder Equity**

|                      |   |
|----------------------|---|
| Share Capital Common | 1 |
|----------------------|---|

**Retained Earnings (Deficit)** **(484)**

**Total Shareholder Equity** **(483)**

**Total Shareholder Equity & Liabilities** **413,804**

**WiMacTel Inc.****Statement of Income and Retained Earnings****For The Seven Months Then Ended December 31, 2010****2010**

|   |                |
|---|----------------|
| <b>Revenue</b>                                | <b>113,773</b> |
|   | <b>113,773</b> |
| <b>Cost of Goods Sold</b>                     | <b>37,407</b>  |
| <b>Gross Profit</b>                           | <b>76,366</b>  |
|   | 67%            |
| <b>Operating Expenses</b>                     |                |
| Accounting and Legal Fees                     | 9,664          |
| Interest and Bank Charges                     | 20             |
| Office and General                            | 360            |
| Sales Travel                                  | 57,000         |
| Telephone and Utilities                       | 9,321          |
| Travel and Conferences                        | 485            |
| <b>Total Operating Expenses</b>               | <b>76,850</b>  |
| <b>Net Operating (Loss) Income Before Tax</b> | <b>(484)</b>   |
| Provision for current income tax              | 0              |
| <b>Net Income For The Year</b>                | <b>(484)</b>   |
| <b>Retained Earnings</b>                      |                |
| End of Year                                   | <b>(484)</b>   |

**EXHIBIT 11**

**WIMACTEL, INC.**

**DOCUMENTATION TO SUPPORT CASH AND FUNDING SOURCES**

Please refer to Exhibit 10 for documentation supporting  
WiMacTel, Inc.'s Cash and Funding Sources



**EXHIBIT 12**

**WIMACTEL, INC.**

**TECHNICAL AND MANAGERIAL EXPERTISE**

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

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

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

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

**J.L. (Jim) Bolokoski, Chief Financial Officer**

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

**Gary J. Joseph, Manager Telecom Operations**

Gary recently joined WiMacTel, Inc. as Manager Telecom Operations. Prior to that he has had 23 years of telecom experience with National Brands, Inc. dba Sharenet Communications Company and was responsible for the Company's pay telephone, operator services and competitive local exchange businesses. Gary was Vice President of National Brands, Inc. and President of Sharenet Communications Company, and was with National Brands, Inc. for 37 years. Prior to his involvement with the Company's Telecommunications business, he had executive responsibility for a segment of the Company's wholesale distribution business. Gary is a graduate of Arizona State University with a degree in accounting.

**EXHIBIT 13**

**WIMACTEL, INC.**

**Names, Addresses and Phone Numbers of Officers and Directors**

The following individuals are officers of WiMacTel, Inc. and may be contacted at the Company's headquarters located at 2225 East Bayshore Road, Suite 200, Palo Alto, CA 94303:

**Officers/Directors:**

| <u>Name</u>     | <u>Title</u>                                     |
|-----------------|--|
| James MacKenzie | President, Chief Executive Officer and Secretary |
| John Wilson     | Chief Technical Officer and Director             |

**EXHIBIT 14**

**WIMACTEL, INC.**

**Corporate Structure and Ownership Documentation**

WiMacTel, Inc. is a privately held company incorporated under the laws of the State of Delaware on 5/4/2010.

The Company's corporate address is:

WiMacTel, Inc.  
2225 East Bayshore Road, Suite 200  
Palo Alto, CA 94303  
Telephone: (888) 476 - 0881  
Facsimile: (403) 398 - 0714  
Toll-Free: (888) 476 - 0881  
Email: [info@wimactel.com](mailto:info@wimactel.com)

**EXHIBIT 15**

**WIMACTEL, INC.**

**Information Regarding Similar Operations in Other States**

## WIMACTEL, Inc. Certification Status

| Authorized States | Name Utilized  | CLEC Certification          | Approval Date | IXC Certification  | Approval Date |
|-------------------|----------------|-----------------------------|---------------|--------------------|---------------|
| Alabama           | WiMacTel, Inc. | Approved                    | 9/7/2010      | Approved           | 9/7/2010      |
| Arizona           | WiMacTel, Inc. | Certification not requested |               | Pending            |               |
| Arkansas          | WiMacTel, Inc. | Pending                     |               | Pending            |               |
| California        | WiMacTel, Inc. | Pending                     |               | Pending            |               |
| Colorado          | WiMacTel, Inc. | Approved                    | 1/19/2011     | Approved           | 10/21/2010    |
| Connecticut       | WiMacTel, Inc. | Pending                     |               | Pending            |               |
| Delaware          | WiMacTel, Inc. | Approved                    | 5/10/2011     | Approved           | 5/10/2011     |
| DC                | WiMacTel, Inc. | Pending                     |               | No Filing Required | Not required  |
| Florida           | WiMacTel, Inc. | Approved                    | 10/20/2010    | Approved           | 7/8/2010      |
| Georgia           | WiMacTel, Inc. | Approved                    | 3/17/2011     | Approved           | 3/17/2011     |
| Hawaii            | WiMacTel, Inc. | Certification not requested |               | Approved           | 4/5/2011      |
| Idaho             | WiMacTel, Inc. | Certification not requested |               | Approved           | 12/1/2010     |
| Illinois          | WiMacTel, Inc. | Approved                    | 10/6/2010     | Approved           | 10/6/2010     |
| Indiana           | WiMacTel, Inc. | Approved                    | 12/29/2010    | Approved           | 12/29/2010    |
| Iowa              | WiMacTel, Inc. | Approved                    | 4/1/2011      | No Filing Required | Not required  |
| Kansas            | WiMacTel, Inc. | Approved                    | 8/31/2010     | Approved           | 8/31/2010     |
| Kentucky          | WiMacTel, Inc. | Approved                    | 12/24/2010    | Approved           | 12/24/2010    |
| Louisiana         | WiMacTel, Inc. | Pending                     |               | Pending            |               |
| Maine             | WiMacTel, Inc. | Certification not requested |               | Pending            |               |
| Maryland          | WiMacTel, Inc. | Approved                    | 1/19/2011     | Approved           | 1/19/2011     |
| Massachusetts     | WiMacTel, Inc. | Approved                    | 8/25/2010     | Approved           | 8/25/2010     |
| Michigan          | WiMacTel, Inc. | Approved                    | 3/17/2011     | Approved           | On-Line       |
| Minnesota         | WiMacTel, Inc. | Approved                    | 2/17/2011     | Approved           | 2/17/2011     |
| Mississippi       | WiMacTel, Inc. | Approved                    | 5/5/2011      | Approved           | 5/5/2011      |
| Missouri          | WiMacTel, Inc. | Approved                    | 2/5/2011      | Approved           | 2/5/2011      |
| Montana           | WiMacTel, Inc. | Approved                    | On-Line       | Approved           | On-Line       |
| Nebraska          | WiMacTel, Inc. | Approved                    | 1/1/2011      | Approved           | 1/1/2011      |
| Nevada            | WiMacTel, Inc. | Approved                    | 1/4/2011      | Approved           | 1/4/2011      |
| New Hampshire     | WiMacTel, Inc. | Approved                    | 11/23/2010    | Approved           | 11/23/2010    |
| New Jersey        | WiMacTel, Inc. | Approved                    | 5/16/2011     | Approved           | 1/10/2011     |
| New Mexico        | WiMacTel, Inc. | Approved                    | 9/2/2010      | Approved           | 9/8/2010      |
| New York          | WiMacTel, Inc. | Approved                    | 10/22/2010    | Approved           | 10/22/2010    |
| North Carolina    | WiMacTel, Inc. | Approved                    | 3/11/2011     | Approved           | 12/21/2010    |
| North Dakota      | WiMacTel, Inc. | Approved                    | On-Line       | Approved           | On-Line       |
| Ohio              | WiMacTel, Inc. | Pending                     |               | Pending            |               |
| Oklahoma          | WiMacTel, Inc. | Pending                     |               | Pending            |               |
| Oregon            | WiMacTel, Inc. | Approved                    | 11/5/2010     | Approved           | 11/5/2010     |
| Pennsylvania      | WiMacTel, Inc. | Pending                     |               | Pending            |               |
| Rhode Island      | WiMacTel, Inc. | Approved                    | 11/10/2010    | Approved           | 11/10/2010    |
| South Carolina    | WiMacTel, Inc. | Approved                    | 10/18/2010    | Approved           | 10/18/2010    |
| South Dakota      | WiMacTel, Inc. | Certification not requested |               | Pending            |               |
| Tennessee         | WiMacTel, Inc. | Pending                     |               | Pending            |               |
| Texas             | WiMacTel, Inc. | Approved                    | 10/29/2010    | Approved           | 6/24/2010     |
| Utah              | WiMacTel, Inc. | Approved                    | 1/11/2011     | No Filing Required | Not required  |
| Vermont           | WiMacTel, Inc. | Approved                    | 11/29/2010    | Approved           | 11/29/2010    |
| Virginia          | WiMacTel, Inc. | Certification not requested |               | No Filing Required | Not required  |
| Washington        | WiMacTel, Inc. | Approved                    | 10/16/2010    | Approved           | 10/16/2010    |
| West Virginia     | WiMacTel, Inc. | Approved                    | 5/11/2011     | Approved           | 5/11/2011     |
| Wisconsin         | WiMacTel, Inc. | Approved                    | 7/26/2010     | Approved           | 7/26/2010     |
| Wyoming           | WiMacTel, Inc. | Approved                    | 10/29/2010    | Approved           | 10/29/2010    |

WiMacTel, Inc. has never had an application for CPCN certification denied nor has it had a CPCN revoked.

6/17/2011

**EXHIBIT 16**

**WIMACTEL, INC.**

**Verification of Maintenance of Telephony Records**

I, James MacKenzie, President, Chief Executive Officer and Secretary of WiMacTel, Inc., a Delaware corporation, verify that WiMacTel, Inc. will maintain its local telephony records in accordance with Generally Accepted Accounting Principles ("GAAP"), as required by O.A.C. 4901:1-6-10(D)(4), adopted pursuant to PUCO Case No. 06-1345-TP-ORD.



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James MacKenzie, President, Chief Executive Officer and  
Secretary  
WiMacTel, Inc.  
2225 East Bayshore Road, Suite 200  
Palo Alto, CA 94303  
Telephone: (888) 476 - 0881  
Facsimile: (403) 398 - 0714  
Toll-Free: (888) 476 - 0881  
Email: james.mackenzie@quortechequities.com

Dated: 6/20/11




**EXHIBIT 17**

**WIMACTEL, INC.**

**Verification of Affiliate Transaction Requirements**

I, James MacKenzie, President, Chief Executive Officer and Secretary of WiMacTel, Inc., a Delaware Corporation, verify that WiMacTel, Inc. will comply with all Affiliate Transaction Requirements set forth in O.A.C. 1901:1-6-10(D)(3) adopted pursuant to PUICD Case No. 06-1345-TP-ORD.



---

James MacKenzie, President, Chief Executive Officer and  
Secretary  
WiMacTel, Inc.  
2225 East Bayshore Road, Suite 200  
Palo Alto, CA 94303  
Telephone: (888) 476 - 0881  
Facsimile: (403) 398 - 0714  
Toll-Free: (888) 476 - 0881  
Email: james.mackenzie@quortechequities.com

Dated: \_\_\_\_\_

6/20/11

**EXHIBIT 18**

**WIMACTEL, INC.**

**Explanation of Interconnection Negotiation Request**

**Pursuant to 1996 TRA Sections 251 and 252**

WiMacTel, Inc. has requested negotiation of an Interconnection Agreement with AT&T Ohio.

EXHIBIT 19

WIMACTEL, INC.

Affidavit

STATE OF FLORIDA       §  
                                  §  
COUNTY OF ORANGE   §

I, James MacKenzie, President, Chief Executive Officer and Secretary of WiMacTel, Inc., having been duly cautioned, state that WiMacTel, Inc., a Delaware Corporation, has requested interconnection arrangements with AT&T Ohio. Provided with this Exhibit is a copy of the bona fide letter sent to AT&T requesting interconnection negotiations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

WiMacTel, Inc. anticipates initiating service as soon as practicable after receiving approval from the Commission, execution of its interconnection agreement and testing is complete.

I, hereby verify that all of the information submitted herein is true and correct to the best of his knowledge and belief.

Further affiant sayeth not.



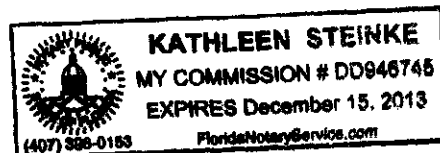
James MacKenzie, President, Chief Executive Officer and  
Secretary  
WiMacTel, Inc.  
2225 East Bayshore Road, Suite 200  
Palo Alto, CA 94303  
Telephone: (888) 476 - 0881  
Facsimile: (403) 398 - 0714  
Toll-Free: (888) 476 - 0881

Dated: 6/20/11

Sworn and subscribed before me this 20<sup>th</sup> day of June 2011.

My Commission expires \_\_\_\_\_

Kathleen Steinke  
Signature of official administering oath



**EXHIBIT 20**

**WIMACTEL, INC.**

**Advance Payments**

**The Company will not collect advance payments or deposits.**

**EXHIBIT 21**

**WIMACTEL, INC.**

**Customer Bill and Disconnect Notice**

N/A

The Company is currently developing its billing systems for the local exchange services it proposes to offering within the state. A sample bill and/or disconnection notice is not yet available. The Company will be utilizing the billing of the LEC for its operator services so in essence WiMacTel's bill and notice are those of the ILEC.

**EXHIBIT 22**

**WIMACTEL, INC.**

**Sample Application Form to Establish Residential Service**

Not Applicable. The Company does not intend to offer residential service initially.

**EXHIBIT 23**

**WIMACTEL, INC.**

**List of Ohio ILEC Exchanges WiMacTel, Inc. Proposes to Serve**

Company Name: WiMacTel, Inc.  
 dba:  
 Certificate Number:

Select Only AT&T Ohio

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

| INEC      | COUNTY     | EXCHANGE                 | PMA |
|-----------|------------|--------------------------|-----|
| AT&T Ohio | ADAMS      | Winchester               | X   |
| AT&T Ohio | ATHENS     | Nelsonville              | X   |
| AT&T Ohio | BELMONT    | Barnesville              | X   |
| AT&T Ohio | BELMONT    | Bellaire                 | X   |
| AT&T Ohio | BELMONT    | Bethesda                 | X   |
| AT&T Ohio | BELMONT    | Martins Ferry-Bridgeport | X   |
| AT&T Ohio | BELMONT    | Somerton                 | X   |
| AT&T Ohio | BELMONT    | St. Clairsville          | X   |
| AT&T Ohio | BROWN      | Aberdeen                 | X   |
| AT&T Ohio | BROWN      | Ripley                   | X   |
| AT&T Ohio | BUTLER     | Middletown               | X   |
| AT&T Ohio | BUTLER     | Monroe                   | X   |
| AT&T Ohio | BUTLER     | Trenton                  | X   |
| AT&T Ohio | CHAMPAIGN  | Christiansburg           | X   |
| AT&T Ohio | CLARK      | Donnelsville             | X   |
| AT&T Ohio | CLARK      | Enon                     | X   |
| AT&T Ohio | CLARK      | Medway                   | X   |
| AT&T Ohio | CLARK      | New Carlisle             | X   |
| AT&T Ohio | CLARK      | North Hampton            | X   |
| AT&T Ohio | CLARK      | Pitchin                  | X   |
| AT&T Ohio | CLARK      | South Charleston         | X   |
| AT&T Ohio | CLARK      | South Vienna             | X   |
| AT&T Ohio | CLARK      | Springfield              | X   |
| AT&T Ohio | CLARK      | Tremont City             | X   |
| AT&T Ohio | COLUMBIANA | Columbiana               | X   |
| AT&T Ohio | COLUMBIANA | East Liverpool           | X   |
| AT&T Ohio | COLUMBIANA | East Palestine           | X   |
| AT&T Ohio | COLUMBIANA | Leetonia                 | X   |
| AT&T Ohio | COLUMBIANA | Lisbon                   | X   |
| AT&T Ohio | COLUMBIANA | New Waterford            | X   |
| AT&T Ohio | COLUMBIANA | Rogers                   | X   |
| AT&T Ohio | COLUMBIANA | Salem                    | X   |
| AT&T Ohio | COLUMBIANA | Salineville              | X   |
| AT&T Ohio | COLUMBIANA | Wellsville               | X   |
| AT&T Ohio | COSHOCTON  | Conesville               | X   |
| AT&T Ohio | COSHOCTON  | Coshocton                | X   |
| AT&T Ohio | COSHOCTON  | West Lafayette           | X   |
| AT&T Ohio | CUYAHOGA   | Bedford                  | X   |
| AT&T Ohio | CUYAHOGA   | Berea                    | X   |
| AT&T Ohio | CUYAHOGA   | Brecksville              | X   |
| AT&T Ohio | CUYAHOGA   | Chagrin Falls            | X   |
| AT&T Ohio | CUYAHOGA   | Cleveland                | X   |
| AT&T Ohio | CUYAHOGA   | Gates Mills              | X   |
| AT&T Ohio | CUYAHOGA   | Hillcrest                | X   |
| AT&T Ohio | CUYAHOGA   | Independence             | X   |



|           |           |                        |   |
|-----------|-----------|------------------------|---|
| AT&T Ohio | CUYAHOGA  | Montrose [CUY]         | X |
| AT&T Ohio | CUYAHOGA  | North Royalton         | X |
| AT&T Ohio | CUYAHOGA  | Olmsted Falls          | X |
| AT&T Ohio | CUYAHOGA  | Strongsville           | X |
| AT&T Ohio | CUYAHOGA  | Terrace                | X |
| AT&T Ohio | CUYAHOGA  | Trinity                | X |
| AT&T Ohio | CUYAHOGA  | Victory                | X |
| AT&T Ohio | ERIE      | Bloomington            | X |
| AT&T Ohio | ERIE      | Castalia               | X |
| AT&T Ohio | ERIE      | Sandusky               | X |
| AT&T Ohio | FAIRFIELD | Carroll                | X |
| AT&T Ohio | FAIRFIELD | Lancaster              | X |
| AT&T Ohio | FAIRFIELD | Rushville              | X |
| AT&T Ohio | FAIRFIELD | Sugar Grove            | X |
| AT&T Ohio | FAYETTE   | Bloomington            | X |
| AT&T Ohio | FAYETTE   | Jeffersonville         | X |
| AT&T Ohio | FAYETTE   | Milledgeville          | X |
| AT&T Ohio | FAYETTE   | Washington Court House | X |
| AT&T Ohio | FRANKLIN  | Alton                  | X |
| AT&T Ohio | FRANKLIN  | Canal Winchester       | X |
| AT&T Ohio | FRANKLIN  | Columbus               | X |
| AT&T Ohio | FRANKLIN  | Dublin                 | X |
| AT&T Ohio | FRANKLIN  | Gahanna                | X |
| AT&T Ohio | FRANKLIN  | Grove City             | X |
| AT&T Ohio | FRANKLIN  | Groveport              | X |
| AT&T Ohio | FRANKLIN  | Harrisburg             | X |
| AT&T Ohio | FRANKLIN  | Hilliard               | X |
| AT&T Ohio | FRANKLIN  | Lockbourne             | X |
| AT&T Ohio | FRANKLIN  | New Albany             | X |
| AT&T Ohio | FRANKLIN  | Reynoldsburg           | X |
| AT&T Ohio | FRANKLIN  | Westerville            | X |
| AT&T Ohio | FRANKLIN  | Worthington            | X |
| AT&T Ohio | GALLIA    | Cheshire               | X |
| AT&T Ohio | GALLIA    | Gallipolis             | X |
| AT&T Ohio | GALLIA    | Guyan                  | X |
| AT&T Ohio | GALLIA    | Rio Grande             | X |
| AT&T Ohio | GALLIA    | Vinton                 | X |
| AT&T Ohio | GALLIA    | Walnut                 | X |
| AT&T Ohio | GEAUGA    | Burton                 | X |
| AT&T Ohio | GEAUGA    | Chesterland            | X |
| AT&T Ohio | GREENE    | Beavercreek            | X |
| AT&T Ohio | GREENE    | Bellbrook              | X |
| AT&T Ohio | GREENE    | Bowersville            | X |
| AT&T Ohio | GREENE    | Cedarville             | X |
| AT&T Ohio | GREENE    | Fairborn               | X |
| AT&T Ohio | GREENE    | Jamestown              | X |
| AT&T Ohio | GREENE    | Spring Valley          | X |
| AT&T Ohio | GREENE    | Xenia                  | X |
| AT&T Ohio | GREENE    | Yellow Springs-Clifton | X |
| AT&T Ohio | HANCOCK   | Findlay                | X |
| AT&T Ohio | HIGHLAND  | Belfast                | X |
| AT&T Ohio | HIGHLAND  | Danville [HIG]         | X |

|           |            |                          |   |
|-----------|------------|--------------------------|---|
| AT&T Ohio | HIGHLAND   | Hillsboro                | X |
| AT&T Ohio | HIGHLAND   | Marshall                 | X |
| AT&T Ohio | HIGHLAND   | Rainsboro                | X |
| AT&T Ohio | HIGHLAND   | Sugar Tree Ridge         | X |
| AT&T Ohio | HOCKING    | Murray City              | X |
| AT&T Ohio | JEFFERSON  | Mingo Junction           | X |
| AT&T Ohio | JEFFERSON  | Steubenville             | X |
| AT&T Ohio | JEFFERSON  | Toronto                  | X |
| AT&T Ohio | LAKE       | Leroy                    | X |
| AT&T Ohio | LAKE       | Mentor                   | X |
| AT&T Ohio | LAKE       | Painesville              | X |
| AT&T Ohio | LAKE       | Wickliffe                | X |
| AT&T Ohio | LAKE       | Willoughby               | X |
| AT&T Ohio | LAWRENCE   | Arabia                   | X |
| AT&T Ohio | LAWRENCE   | Ironton                  | X |
| AT&T Ohio | LUCAS      | Holland                  | X |
| AT&T Ohio | LUCAS      | Maumee                   | X |
| AT&T Ohio | LUCAS      | Toledo                   | X |
| AT&T Ohio | LUCAS      | Whitehouse               | X |
| AT&T Ohio | MADISON    | London                   | X |
| AT&T Ohio | MADISON    | Sedalia                  | X |
| AT&T Ohio | MADISON    | South Solon              | X |
| AT&T Ohio | MADISON    | West Jefferson           | X |
| AT&T Ohio | MAHONING   | Canfield                 | X |
| AT&T Ohio | MAHONING   | Lowellville              | X |
| AT&T Ohio | MAHONING   | North Jackson            | X |
| AT&T Ohio | MAHONING   | North Lima               | X |
| AT&T Ohio | MAHONING   | Sebring                  | X |
| AT&T Ohio | MAHONING   | Youngstown               | X |
| AT&T Ohio | MIAMI      | Fletcher-Lena            | X |
| AT&T Ohio | MIAMI      | Piqua                    | X |
| AT&T Ohio | MONROE     | Beallsville              | X |
| AT&T Ohio | MONROE     | Clarington               | X |
| AT&T Ohio | MONROE     | Duffy                    | X |
| AT&T Ohio | MONROE     | Graysville               | X |
| AT&T Ohio | MONROE     | Lewisville               | X |
| AT&T Ohio | MONROE     | Woodsfield               | X |
| AT&T Ohio | MONTGOMERY | Centerville [MOT]        | X |
| AT&T Ohio | MONTGOMERY | Dayton                   | X |
| AT&T Ohio | MONTGOMERY | Miamisburg-W. Carrollton | X |
| AT&T Ohio | MONTGOMERY | Vandalia                 | X |
| AT&T Ohio | MUSKINGUM  | Dresden                  | X |
| AT&T Ohio | MUSKINGUM  | Fultonham                | X |
| AT&T Ohio | MUSKINGUM  | Norwich                  | X |
| AT&T Ohio | MUSKINGUM  | Philo                    | X |
| AT&T Ohio | MUSKINGUM  | Zanesville               | X |
| AT&T Ohio | PERRY      | Corning                  | X |
| AT&T Ohio | PERRY      | Glenford                 | X |
| AT&T Ohio | PERRY      | New Lexington            | X |
| AT&T Ohio | PERRY      | Roseville                | X |
| AT&T Ohio | PERRY      | Shawnee                  | X |
| AT&T Ohio | PERRY      | Somerset                 | X |

|           |            |                     |   |
|-----------|------------|---------------------|---|
| AT&T Ohio | PERRY      | Thornville          | X |
| AT&T Ohio | PICKAWAY   | New Holland         | X |
| AT&T Ohio | PORTAGE    | Atwater             | X |
| AT&T Ohio | PORTAGE    | Kent                | X |
| AT&T Ohio | PORTAGE    | Mantua              | X |
| AT&T Ohio | PORTAGE    | Mogadore            | X |
| AT&T Ohio | PORTAGE    | Ravenna             | X |
| AT&T Ohio | PORTAGE    | Rootstown           | X |
| AT&T Ohio | SANDUSKY   | Fremont             | X |
| AT&T Ohio | SANDUSKY   | Lindsey             | X |
| AT&T Ohio | SENECA     | Fostoria            | X |
| AT&T Ohio | SENECA     | New Riegel          | X |
| AT&T Ohio | SENECA     | Tiffin              | X |
| AT&T Ohio | STARK      | Alliance            | X |
| AT&T Ohio | STARK      | Canal Fulton        | X |
| AT&T Ohio | STARK      | Canton              | X |
| AT&T Ohio | STARK      | Hartville           | X |
| AT&T Ohio | STARK      | Louisville          | X |
| AT&T Ohio | STARK      | Magnolia-Waynesburg | X |
| AT&T Ohio | STARK      | Marlboro            | X |
| AT&T Ohio | STARK      | Massillon           | X |
| AT&T Ohio | STARK      | Navarre             | X |
| AT&T Ohio | STARK      | North Canton        | X |
| AT&T Ohio | STARK      | Uniontown           | X |
| AT&T Ohio | SUMMIT     | Akron               | X |
| AT&T Ohio | SUMMIT     | Greensburg          | X |
| AT&T Ohio | SUMMIT     | Manchester [SUM]    | X |
| AT&T Ohio | TRUMBULL   | Girard              | X |
| AT&T Ohio | TRUMBULL   | Hubbard             | X |
| AT&T Ohio | TRUMBULL   | Kirtland            | X |
| AT&T Ohio | TRUMBULL   | Niles               | X |
| AT&T Ohio | TRUMBULL   | Sharon              | X |
| AT&T Ohio | TUSCARAWAS | Gnadenhutten        | X |
| AT&T Ohio | TUSCARAWAS | Newcomerstown       | X |
| AT&T Ohio | TUSCARAWAS | Uhrichsville        | X |
| AT&T Ohio | WARREN     | Franklin            | X |
| AT&T Ohio | WASHINGTON | Belpre              | X |
| AT&T Ohio | WASHINGTON | Marietta            | X |
| AT&T Ohio | WASHINGTON | New Matamoras       | X |
| AT&T Ohio | WASHINGTON | Newport             | X |
| AT&T Ohio | WAYNE      | Dalton              | X |
| AT&T Ohio | WOOD       | Perrysburg          | X |
| AT&T Ohio | WYANDOT    | Upper Sandusky      | X |
| X         |            |                     |   |