

NC  
FILE

139  
09-733-TP-ACE

**Synergies Law Group, PLLC** RECEIVED-DOCKETING DIV

2009 AUG 19 PM 12:15

**PUCO**

August 18, 2009

**VIA OVERNIGHT DELIVERY**

Renee Jenkins, Secretary  
Docketing Department  
Public Utilities Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43215-3793

RE: Application of Magellan Hill Technology, LLC; Motion for Protective Order

Dear Ms. Jenkins:

Enclosed for filing on behalf of Magellan Hill Technology, LLC ("Magellan") is an Application to Receive a Certificate Authorizing it as a CLEC and CTS Provider. In support of this Application, Magellan is submitting its financial statements under seal. In connection with this Confidential filing, attached is Verified Motion for Protective Order. One copy of the Confidential information is being provided in a sealed envelope with the original Verified Motion for Protective Order.

An original and ten (10) copies are enclosed. Please date-stamp and return the enclosed extra copy of the application in the attached stamped envelope. Please do not hesitate to contact us.

Sincerely,



Brian McDermott  
Edward S. Quill, Jr.

Counsel for Magellan Hill Technologies, LLC

Enclosure

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
Technician Th Date Processed 8/19/2009

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 01/18/2008)

In the Matter of the Application of  
Magellan Hill Technologies, LLC to  
Receive a Certificate Authorizing it as a  
CLEC and CTS Provider.

TRF Docket No. 90-

Case No. 09-733-TP-ACE

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

Name of Registrant(s) Magellan Hill Technologies, LLC

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 30 Washington Avenue, Suite D-11, Haddonfield, NJ 08033

Company Web Address http://www.magellanhill.com

Regulatory Contact Person(s) Karen Dupke

Phone (856) 795-9500

Fax (856) 795-7440

ex 2220

Regulatory Contact Person's Email Address Karen.Dupke@magellanhill.com

Contact Person for Annual Report Karen Dupke

Phone (856) 795-9500

ex 2220

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

Consumer Contact Information Karen Dupke

Phone (856) 795-9500

ex 2220

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.]

**Section I – Pursuant to Chapter**

**– Part I – Please indicate the Carrier Type and the reason for**

**submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at 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.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA (0 day Notice)	<input type="checkbox"/> ZTA (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA (Auto 30 days)	<input type="checkbox"/> ATA (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA (Auto 30 days)	<input type="checkbox"/> ATA (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR (0 day Notice)	<input type="checkbox"/> CTR (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW (Non-Auto)	<input type="checkbox"/> ATW (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR (0 day Notice)	<input type="checkbox"/> CTR (0 day Notice)	<input type="checkbox"/> CTR (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services	Detariffed	Detariffed	Detariffed	1

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change o-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC (Registration & Change in Operations) (0 day)		<input type="checkbox"/> NAG (Interconnection Agreement or Amendment) (Auto 90 days)	
<b>Other</b> (explain) _____				

**\*NOTE:** During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of 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 III - Attestation

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

#### AFFIDAVIT

##### *Compliance with Commission Rules and Service Standards*

I am an officer/agent of the applicant corporation, Karen Dunke, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 8-13-09

at (Location) 30 Washington Ave, Suite 811, Haddonfield, NJ. 08033

\*(Signature and Title)

Karen Dunke, EVP

(Date) 8-13-09

- 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, Karen Dunke, Executive Vice President of Magellan Hill Technologies, LLC,

verify that I have utilized the Telecommunications Application Form for Routine 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 and Title)

Karen Dunke

(Date) 8-13-09

-----  
\*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: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

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

In the Matter of the Application of  
Magellan Hill Technologies, LLC to  
Receive a Certificate Authorizing it as a  
CLEC and CTS Provider.

)  
)  
)  
)

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

Name of Registrant(s) **Magellan Hill Technologies, LLC**

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) **30 Washington Avenue, Suite D-11, Haddonfield, NJ 08033**

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<sup>1</sup>  
*See Exhibit A.*

☒ Local Tariff<sup>1</sup> *See Exhibit B.*

☐ Carrier-to-Carrier (Access) Tariff

**Description of Services**

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

☒ Service provisioned via Resale

☐ Service provisioned via Facilities

☐ Both Resold and Facilities-based

☒ Description of Proposed Services  
*See Exhibit C.*

☒ Statement about the provision of  
CTS services *See Exhibit C.*

☒ Description of the proposed market  
area *See Exhibit C.*

☒ Explanation of how the proposed  
services in the proposed market  
area are in the public interest.  
*See Exhibit C.*

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

**Business Requirements**

**Evidence of Registration with:**

☒ Ohio Department of Taxation  
*See Exhibit D.*

☒ Ohio Secretary of State<sup>2</sup> &  
Certificate of Good Standing  
*See Exhibit E. See Footnote 2*

**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. *See Exhibit C.*
- ☒ 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. *See Exhibit F.*
- ☒ Documentation to support the applicant's cash and funding sources. *See Exhibit F.*

**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. *See Exhibit G.*
- ☒ List of names, addresses, and phone numbers of officers and directors, or partners. *See Exhibit C.*

<sup>1</sup> Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

<sup>2</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required. *Given that the Registration with the Secretary of State is recent; no Certificate of Good Standing has been provided.*

☒ Documentation indicating the applicant's corporate structure and ownership. *See Exhibit C.*

☒ Information regarding any similar operations in other states. *See Exhibit C.*

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

☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP. *See Exhibit C.*

**Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):**

☒ Verification of compliance with any affiliate transaction requirements. *See Exhibit C.*

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

☒ Explanation as to whether rates are derived through (check all applicable): *See Exhibit C.*

☒ interconnection agreement

☐ retail tariffs

☒ resale tariffs

☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement. *See Exhibit C.*

☒ 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. *See Exhibit C.*

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

☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone. *See Exhibit C.*

☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable). *See Exhibit B at Pages 20-22; see also Exhibit A at Pages 18-20.*

☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize. *See Exhibit H.*

☒ Provide a copy of any customer application form required in order to establish residential service, if applicable. *See Exhibit I.*

☒ 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)). *See Exhibit J.*

☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff. *Applicant will mirror the applicable ILEC local calling areas.*

**Affidavit**

I am an authorized representative of the applicant corporation Karen Dupke  
(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 8-13-09

at 2:45 pm - 3 Washington Ave. Suite 84  
Haddonfield, NJ. 08033

Karen Dupke, Executive Vice President  
(Signature and Title)

August 13, 2009  
(Date)

## **EXHIBITS**

- Exhibit A - Interexchange Service Product Guide**
- Exhibit B - Proposed Local Exchange Service Tariff**
- Exhibit C - Description of Applicant and Services**
- Exhibit D - Department of Taxation Registration**
- Exhibit E - Secretary of State Authority to Transact Business in Ohio**
- Exhibit F - Financial Information**
- Exhibit G - Management Biographies**
- Exhibit H - Sample Customer Bill and Disconnection Notice**
- Exhibit I - Service Requirements Form**
- Exhibit J - List of Ohio Exchanges**

## **EXHIBIT A**

### **Interexchange Service Product Guide**



**Product Guide Applicable to  
Resold  
Interexchange Services  
Furnished by  
Magellan Hill Technologies, LLC  
Between Points Within the State of Ohio**

**Issued August 18, 2009**

---

**Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033**

---

### Table of Contents

Table of Contents .....	2
Product Guide Format .....	4
Definitions.....	5
1. Application of Product Guide .....	7
2. Rules and Regulations .....	8
2.1 Undertaking of the Company .....	8
2.2 Obligations of the Customer .....	8
2.3 Liability of the Company .....	12
2.4 Application for Service .....	15
2.5 Payment for Service .....	17
2.6 Customer Deposits .....	19
2.7 Customer Complaints and Billing Disputes .....	21
2.8 Allowance for Interruptions in Service .....	22
2.9 Taxes and Fees .....	23
2.10 Returned Check Charge .....	23
2.11 Special Customer Arrangements.....	23
2.12 Disconnection and Termination of Service .....	24
2.13 Unlawful Use of Service .....	27
2.14 Interference with or Impairment of Service .....	27
2.15 Telephone Solicitation by Use of Recorded Messages .....	28
2.16 Incomplete Calls.....	28
2.17 Overcharge.....	28
2.18 Notices .....	28
2.19 Emergency Calling .....	29

## Table of Contents (Cont'd)

3. Description Of Services .....	30
3.1 Trial Services .....	30
3.2 Promotional Offerings .....	30
3.3 Individual Case Basis Offerings .....	30
3.4 Customized Pricing Arrangements Offerings .....	31
3.5 Long Distance Service .....	31
3.6 Directory Assistance .....	32
3.7 County-Wide Calling Plan .....	32
4. Rates and Charges .....	33
4.1 Calculation of Rates .....	33
4.2 County Wide Calling .....	33
4.3 Long Distance Service .....	34
4.4 Discounts for Hearing Impaired Customers .....	36
4.5 Access to Telephone Relay Services .....	36
5. IntraLATA Toll Presubscription .....	37
5.1 General .....	37
5.2 Presubscription Charge Application .....	39
5.3 End User/Pay Telephone Service Provider Charge Discrepancy .....	39

## GUIDE FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to this Product Guide. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1

### DEFINITIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

"Carrier," "Company" or "Utility" refers to Magellan Hill Technologies, LLC ("Magellan Hill").

"Commission" refers to the Public Utilities Commission of Ohio.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted Service or who is responsible for payment of Service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Grandfathered Service" applies to an obsolete and/or outdated Service the Utility no longer wishes to provide. The grandfathering of a Service is the Utility's method of managing the terms and conditions for this Service prior to ultimately discontinuing the Service, or change existing terms and regulations without discontinuing certain rights, privileges or conditions of the Service to existing Customers.

"Hunting Service" refers to an arrangement to search multiple lines of the same class of Service and of the same Customer for a vacant line for each incoming call.

**DEFINITIONS (Cont'd)**

- "Local Access Transport Area ("LATA")"** refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.
- "Nonrecurring Charges"** refer to a one-time charge associated with given Service or item of equipment which applies on a per-Service and/or per item basis each time the Service or item of equipment is provided.
- "Non-Published or Unlisted Service"** refers to Service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.
- "Service"** refers to any telecommunications service(s) provided by the Company under this Product Guide.
- "Subscriber"** refers to the firm, company, corporation, or other entity that contracts for Service under this Product Guide and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this Product Guide.
- "Station"** refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- "Tariffs"** refer to the tariffs, price lists, product guides and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.
- "Telephone Numbers"** refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Magellan Hill Customers and used in conjunction with the Services provided pursuant to this Product Guide.

**Section 1. APPLICATION OF PRODUCT GUIDE**

- 1.1.1 This Product Guide governs the Services provided by Magellan Hill Technologies, LLC that originate and terminate within the State of Ohio. Specific Services and rates are described elsewhere in this Product Guide.
- 1.1.2 The Company's installs operates, and maintains the communications Services provided herein in accordance with the terms and conditions set forth under this Product Guide. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's Services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's Services are available to business Customers.

## **SECTION 2. RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

This Product Guide contains the regulations, rates and charges applicable to interexchange services provided by the Company in the State of Ohio.

### **2.2 Obligations of the Customer**

#### **2.2.1 The Customer shall be responsible for:**

- 2.2.1.1 The payment of all applicable charges pursuant to this Product Guide.**
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's property or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.**
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's Services and equipment installed on the Customer's premises.**



**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's property and equipment. The Customer may be required to install and maintain the Company's property and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's property and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the property or equipment of the Company.
- 2.2.1.6 Making Company property and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

2.2.2 With respect to any Service, equipment or other property provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment/network is compatible with such equipment/network. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and property or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.2.4 The Company's Services (as detailed in this Product Guide) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Product Guide or contracts which are applicable to such connections.

## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### **2.2 Obligations of the Customer (Cont'd)**

- 2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Product Guide for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned network and equipment.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company**

- 2.3.1 In view of the fact that the Customer has exclusive control over the use of Service and property furnished by the Company, and because certain errors incident to the Services and to the use of such property of the Company are unavoidable, Services and property are furnished by the Company subject to the terms, conditions and limitations herein specified:
- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing Service, shall in no event exceed an amount equivalent to Magellan Hill's charges for Service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from the equipment used by Customer and not provided by Magellan Hill, shall not result in the imposition of any liability upon Magellan Hill.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and property, or performance under this Product Guide, or that arises out of or in any way is connected with Customer's provision of Service to its end users, or any use or attempted use by Customer or any such end user of Services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
  
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of Service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Magellan Hill will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Magellan Hill, that furnishes services, facilities, or equipment used in connection with Magellan Hill's Services.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)**

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS PRODUCT GUIDE, MAGELLAN HILL MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL MAGELLAN HILL BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

**2.3.2 Limitation of Liability**

- 2.3.2.1 Nothing in this Product Guide shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

**2.3.3 Force Majeure**

- 2.3.3.1 Neither Customer nor Company shall be responsible for delays or failures in performance, except for the obligation to make payments required under this Product Guide, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other party. In such event, the party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected party shall use its reasonable efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.4 Application for Service****2.4.1 Minimum Contract Period**

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all Services furnished. However, if a new Customer notifies the Company within twenty days after receipt of the first bill that certain Services or equipment are not desired, the Company will delete such Services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such Service and equipment.
- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to Customers to the day the succeeding directory is first distributed to Customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for Service.

**2.4.2 Cancellation of Service**

- 2.4.2.1 Where the Applicant cancels an order for Service prior to the start of the installation or special construction, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.4 Application for Service (Cont'd)**

2.4.2.2 Where the installation, other than where provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of such installation; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this Product Guide plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate Services in the affected region without penalty.



**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service**

- 2.5.1** Magellan Hill will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2** Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge after the due date accruing at the rate of 1-1/2% per month on balances greater than twenty (\$20.00) dollars until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.3 of this Product Guide, may result in suspension of access privileges to Magellan Hill's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.8.1 of this Product Guide, may result in suspension of Service until the overdue payments and any additional charges that may be imposed to restore Service have been paid. Customer agrees to pay all costs incurred by Magellan Hill in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate Services hereunder for non-payment.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service (Cont'd)**

- 2.5.2 The Customer is responsible for payment of all charges for Service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the Service was used. All fixed monthly and nonrecurring charges for Services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an Applicant for Service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the Service for which the advance payment is made on the Customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits**

- 2.6.1 The Company may require a deposit or guarantee of payment from any Customer or Applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a Customer has established good credit with that utility, except as herein restricted:

- 2.6.1.1 A Customer, who within the last 24 months has not had Service disconnected for nonpayment of a bill and has not been liable for disconnection of Service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- 2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits (Cont'd)**

2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility Services to determine the adequacy of a Customer's credit history without the permission in writing of the Customer. Any credit history so used shall be mailed to the Customer in order to provide the Customer an opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that Customer's credit history.

**2.6.2 Return of Deposit**

The Company will return the deposit to the Customer after twelve months prompt payments.

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

**2.6.3 Interest on Deposits**

Interest shall be paid on deposits at the rate of seven percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of Service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the Customer.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.7 Customer Complaints and Billing Disputes**

- 2.7.1** In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Magellan Hill within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Magellan Hill shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Magellan Hill's resolution of such a dispute is final. An investigation shall commence within five (5) business days from the date of the initial contact. The Company will provide the Customer with a status if the complaint has not been resolved within thirty (30) days. Any portion of a disputed amount deemed payable by Magellan Hill must be paid in full within ten (10) days of resolution or Customer's Service may be subject to disconnection and late payment charges imposed on the overdue amount.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.8 Allowance for Interruptions in Service**

2.8.1 Credit for failure of Service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2 The following allowances are provided for interruptions in Service, as specified for particular Services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.9 Taxes and Fees**

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving Service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

**2.10 Returned Check Charge**

The charge for a returned check is \$30.00.

**2.11 Special Customer Arrangements**

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Product Guide, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service****2.12.1 Disconnection of Service Without Notice**

Magellan Hill shall have the right to refuse or discontinue telephone Service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Magellan Hill or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the Services for unlawful purposes, or using Services without intent to pay, or in the event of tampering with the equipment furnished and owned by the Company.

Magellan Hill will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Magellan Hill is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their Service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Magellan Hill may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.



**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service (Cont'd)****2.12.2 Disconnection of Service Requiring Notice**

**2.12.2.1** The Company may disconnect Service for any of the following reasons provided it has notified the Customer of its intent, in writing, to disconnect Service and has allowed the Customer a reasonable time of not less than five (5) working days in which to remove the cause for disconnection:

- 2.12.2.1.A** Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with this Product Guide or the Company's tariffs on file with the Commission.
- 2.12.2.1.B** Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations.
- 2.12.2.1.C** Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment and property.
- 2.12.2.1.D** Failure to meet the utility's deposit and credit requirements.
- 2.12.2.1.E** For non-payment of a bill for Service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny Service if settlement of his account is not made and provided the Customer has at least five (5) working days notice, in which to make settlement before his Service is denied.

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

---

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**2.12 Disconnection and Termination of Service (Cont'd)**

**2.12.2.1.F Failure to Comply with Service Conditions.** For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining Service, or if the equipment or permissions are withdrawn or terminated.

**2.12.2.1.G Failure to Comply with Municipal Ordinances.** For failure to comply with municipal ordinances or other laws pertaining to telephone service.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.13 Unlawful Use of Service**

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish Service to an Applicant or shall disconnect the Service without notice of a Customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the Service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any Service or Equipment furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If Service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such Service.

**2.14 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their Service, prevents other persons from using their Service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.15 Telephone Solicitation by Use of Recorded Messages**

- 2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.16 Incomplete Calls**

- 2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the Customer notifies the Company of the error.

**2.17 Overcharge**

- 2.17.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

**2.18 Notices**

- 2.18.1 Any notice required or permitted to be given under this Product Guide shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the Customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.19 Emergency Calling**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

### **SECTION 3. DESCRIPTION OF SERVICES**

#### **3.1 Trial Services**

- 3.1.1 The Company may offer new services from time to time on a trial basis. Such trials are limited to a maximum of six months.

#### **3.2 Individual Case Basis ("ICB") Offerings**

- 3.2.1 This Product Guide may not specify the price of a service or list that price as "ICB". The Company may or may not have an equivalent service in the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission. All Customers have non-discriminatory access to requesting the service under an ICB rate.

**SECTION 3. DESCRIPTION OF SERVICES****3.4 Customized Pricing Arrangements ("CPAs") Offerings**

- 3.4.1 The Company may offer CPAs to eligible Customers. Each CPA is customized to meet the specific needs of a Customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission.

**3.5 Long Distance Service**

Magellan Hill long distance services are either intraLATA or InterLATA telephone services that allow Customers to originate and terminate calls at locations within the State of Ohio. Magellan Hill offers its long distance services only under both a volume commitment and a term commitment. In some cases Magellan Hill's long distance services may be add-ons to interstate long distance services provided by Magellan Hill, and are available as provided in Magellan Hill's interstate services. Customers who receive local service from Magellan Hill, but do not receive interexchange services from Magellan Hill, will receive intraLATA service from Magellan Hill, priced in accordance with the rates and procedures used for intraLATA calls. Magellan Hill will provide Customers with the option to select any intraLATA /interLATA carrier upon written request.

**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.6 Directory Assistance**

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Product Guide, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.

**3.7 County-Wide Calling Plan**

Carrier's facilities shall not be used to apply long distance (toll) charges to any call between two telephones with the same county, or to treat any calls between 0-16 or 0-22 miles as anything other than a local call.



## **SECTION 4. RATES AND CHARGES**

### **4.1 Calculation of Rates**

- 4.1.1 The chargeable time for a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an thirty (30) second minimum for interLATA calls and a thirty (30) second minimum on intraLATA calls.
- 4.1.3 Different rates based on the time of day or day of week are described in the following rate table.

Time Period	From	To	Days
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Saturday-Sunday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

### **4.2 County-wide Calling**

Calls made within the county are toll-free.

**SECTION 4. RATES AND CHARGES (Cont'd)****4.3 Long Distance Service**

	Day / Evening	Night / Weekends
Resold Toll	\$0.099 Per Minute	\$0.099 Per Minute
Minimum Usage	\$0.00 Per Month	\$0.00 Per Month

#### **SECTION 4. RATES AND CHARGES (Cont'd)**

##### **4.4 Discounts for Hearing Impaired Customers**

- 4.4.1 TDD:** The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate, if any, during business day hours and night/weekend rate, if any, during the evening rate period.
- 4.4.2 TRS:** The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

##### **4.5 Access to Telephone Relay Services**

Where required by the Public Service Commission, the Company will participate in telephone relay services for handicapped and/or hearing-impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications Customers as may be required by state law.

**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION****5.1 General**

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of Service. When an end user selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

## **SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

### **5.2 Presubscription Charge Application**

#### **5.2.1 Initial Free Presubscription Choice for New Users**

New end users (including an existing Customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a Customer cannot decide upon an IntraLATA toll carrier at the time, the Customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the Customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

## **SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

### **5.2 Presubscription Charge Application (Cont'd)**

#### **5.2.2 Cancellation of IntraLATA Toll Presubscription by an ITP**

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to the Company that this activity has taken place.

### **5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")**

#### **5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:**

A signed letter of authorization takes precedence over any order other than subsequent, direct Customer contact with the Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines Customer choice.

#### **5.3.2 Verification of Orders for Telemarketing**

No ITP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy  
("Anti-Slamming Measure") (Cont'd)**

**5.3.2 Verification of Orders for Telemarketing (Cont'd)**

5.3.2.1 The ITP has obtained the Customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.2.1.A The Customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.2.1.B The decision to change the PIC to the ITP; and

5.3.2.1.C The Customer's understanding of the PIC change fee; or

## **SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

### **5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure") (Cont'd)**

#### **5.3.2 Verification of Orders for Telemarketing (Cont'd)**

5.3.2.2 The ITP has obtained the Customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the Customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the Customer's date of birth or social security number).

5.3.3 The Company will follow the Federal Communications Commission's and the Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

5.3.4 The Customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a Customer who has stated their intent to select a different carrier.



## **EXHIBIT B**

### **Proposed Local Exchange Service Tariff**

**Tariff Schedule Applicable to  
Competitive Local Exchange Services  
Furnished by  
Magellan Hill Technologies, LLC  
Between Points Within the State of Ohio**

---

**Issued:**  
In accordance with an Order issued by the Public Utilities Commission of Ohio on  
\_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

CHECK SHEET

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
9	Original	38	Original
10	Original	39	Original
11	Original	40	Original
12	Original	41	Original
13	Original	42	Original
14	Original	43	Original
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		

---

Issued:

Effective:

In accordance with an Order issued by the Public Utilities Commission of Ohio on  
\_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

---

**Table of Contents**

Check Sheet .....	2
Table of Contents .....	3
Tariff Format .....	5
Explanation of Symbols .....	6
Definitions .....	7
 Section 1. Application of Tariff .....	 9
 Section 2. Rules and Regulations .....	 10
2.1    Undertaking of the Company .....	10
2.2    Obligations of the Customer .....	10
2.3    Liability of the Company .....	14
2.4    Application for Service .....	17
2.5    Payment for Service .....	19
2.6    Customer Deposits .....	21
2.7    Customer Complaints and Billing Disputes .....	24
2.8    Allowance for Interruptions in Service .....	25
2.9    Taxes and Fees .....	26
2.10   Returned Check Charge .....	26
2.11   Special Customer Arrangements .....	26
2.12   Disconnection and Termination of Service .....	27
2.13   Unlawful Use of Service .....	30
2.14   Interference with or Impairment of Service .....	30
2.15   Telephone Solicitation by Use of Recorded Messages .....	31
2.16   Incomplete Calls .....	31
2.17   Overcharge/Undercharge .....	31
2.18   Notices .....	31
2.19   Emergency Calling .....	32

---

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

In accordance with an Order issued by the Public Utilities Commission of Ohio on  
\_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

2.20	Minimum Telephone Service Standards .....	32
------	---	----

Table of Contents (Cont'd)

Section 3.	Description Of Services .....	33
3.1	Local Exchange Service .....	33
3.2	Directory Listings .....	36
3.3	Directory Assistance .....	37
3.4	Miscellaneous Services .....	38
3.5	Caller ID Blocking .....	39
3.6	Special Pricing Arrangements – Individual Case Basis (ICB) .....	41
3.7	Promotions.....	41
Section 4.	Rates and Charges .....	42
4.1	Optional Features Rates .....	42
4.2	Directory Listings Rates and Charges .....	42
4.3	Directory Assistance .....	42
4.4	Miscellaneous Rates and Charges .....	43

Issued:	Effective:
In accordance with an Order issued by the Public Utilities Commission of Ohio on	
_____, in Case No. _____.	

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

---

**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2  
2.1  
2.1.1  
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

---

Issued:

Effective:

In accordance with an Order issued by the Public Utilities Commission of Ohio on  
\_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Explanation of Symbols**

(D) – To signify a decreased rate

(I) – To signify an increased rate

(C) – To signify all other changes

---

Issued: \_\_\_\_\_ Effective: \_\_\_\_\_  
In accordance with an Order issued by the Public Utilities Commission of Ohio on  
\_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Definitions**

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional Service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

"Carrier," "Company," "Magellan Hill" or "Utility" refers to Magellan Hill Technologies, LLC.

"Commission" refers to the Public Utilities Commission of Ohio.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted Service or who is responsible for payment for Service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Hunting Service" refers to an arrangement to search multiple lines of the same class of service and of the same Customer for a vacant line for each incoming call.

---

Issued:

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Effective:

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033



---

**Definitions** (Cont'd)

"Local Calling Areas" refers to the same local calling areas as the ILEC. The Company incorporates those local calling areas herein by reference

"Nonrecurring Charges" refer to a one-time charge associated with given Service or item of equipment which applies on a per-Service and/or per item basis each time the Service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to Service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

"Service" refers to any telecommunications Service(s) provided by the Company under this tariff.

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for Service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Magellan Hill Customers and used in conjunction with the Services provided pursuant to this tariff.

---

Issued:

Effective:

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 1. APPLICATION OF TARIFF**

- 1.1.1 This tariff governs the local exchange services provided by Magellan Hill Technologies, LLC within the State of Ohio. Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications Services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such Service arrangement.
- 1.1.3 The Company's Services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's Services are available to business Customers.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

This tariff contains the regulations, rates and charges applicable to competitive local exchange services provided by the Company in the State of Ohio.

**2.2 Obligations of the Customer**

**2.2.1 The Customer shall be responsible for:**

**2.2.1.1 The payment of all applicable charges pursuant to this tariff.**

**2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.**

**2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's equipment installed on the Customer's premises.**

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's equipment. The Customer may be required to install and maintain the Company's equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the equipment of the Company.

2.2.1.6 Making Company equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

**2.2.2** With respect to any Service or equipment provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

**2.2.2.1** Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

**2.2.2.2** Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

**2.2.3** The Customer is responsible for ensuring that Customer-provided equipment connected to Company's Services is compatible with the Services that the Company provides. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment, damage to the Company's network or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.2.4** The Company's Services (as detailed in this tariff) may be connected to the Services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

---

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer (Cont'd)**

- 2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company's network and equipment.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company**

2.3.1 In view of the fact that the Customer has exclusive control over the use of Service and equipment furnished by the Company, and because certain errors incident to the Services and to the use of the Company's network are unavoidable, Services and equipment are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing Service, shall in no event exceed an amount equivalent to Magellan Hill's charges for Service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from or equipment used by Customer and not provided by Magellan Hill, shall not result in the imposition of any liability upon Magellan Hill.

---

Issued:

Effective:

In accordance with an Order issued by the Public Utilities Commission of Ohio on  
\_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of Service to its end users, or any use or attempted use by Customer or any such end user of Services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the Service received by Customer. Magellan Hill will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Magellan Hill that furnishes services, facilities, or equipment used in connection with Magellan Hill's Services or facilities.

Issued:

Effective:

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033



**Section 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)**

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, MAGELLAN HILL MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL MAGELLAN HILL BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

**2.3.2 Limitation of Liability**

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

**2.3.3 Force Majeure**

- 2.3.3.1 Neither Customer nor Company shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other party. In such event, the party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected party shall use its reasonable efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

---

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.4 Application for Service****2.4.1 Minimum Contract Period**

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all Services furnished. However, if a new Customer notifies the Company within twenty days after receipt of the first bill that certain Services or equipment are not desired, the Company will delete such Services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such Service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to Customers to the day the succeeding directory is first distributed to Customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for Service.

**2.4.2 Cancellation of Service**

2.4.2.1 Where the Applicant cancels an order for Service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

---

Issued:

Effective:

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Application for Service (Cont'd)**

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service**

2.5.1 Magellan Hill will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within thirty (30) days of the Bill Date (the "Due Date").

2.5.2 Payments are past due if not received by the Company by the Due Date indicated on the bill. Any amounts past due will be subject to a late payment charge accruing at the rate of 1.5% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to Magellan Hill's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of Service until the overdue payments and any additional charges that may be imposed to restore Service have been paid. Customer agrees to pay all costs incurred by Magellan Hill in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate Services hereunder for non-payment.

---

Issued:

Effective:

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service (Cont'd)**

- 2.5.2 Customer is responsible for payment of all charges for Service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the Service was used. All fixed monthly and nonrecurring charges for Services ordered will be billed monthly in advance.

The Company reserves the right to require from an Applicant for Service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the Service and equipment for which the advance payment is made on the Customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

---

Issued:

Effective:

In accordance with an Order issued by the Public Utilities Commission of Ohio on  
\_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits**

- 2.6.1 The Company may require a deposit or guarantee of payment from any Customer or Applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. The amount of a deposit shall be the equivalent of the probable charge for Service during a billing period based upon the average monthly charge over an estimated 12 month Service period increased by one month's average bill. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. Customers who default in the timely payment of monthly bills may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. In the event that a Customer, who has made a deposit, fails to pay a bill, the Company may apply such deposit as necessary to liquidate the bill and may require that the deposit be restored to its original amount.

The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a Customer has established good credit with that utility, except as herein restricted:

- 2.6.1.1 A Customer, who within the last 12 months has not had Service disconnected for nonpayment of a bill and has not been liable for disconnection of Service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits (Cont'd)**

2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility Services to determine the adequacy of a Customer's credit history without the permission in writing of the Customer. Any credit history so used shall be mailed to the Customer in order to provide the Customer an opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that Customer's credit history.

**2.6.2 Return of Deposit**

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

---

Issued:

Effective:

In accordance with an Order issued by the Public Utilities Commission of Ohio on  
\_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Customer Deposits (Cont'd)**

**2.6.3 Interest on Deposits**

Deposits held more than three months, shall accrue interest at a rate equal to the average yields on new six month Treasury Bills for the twelve (12) month period ending each September 30 shall be the amount of interest shall be consistent with the annual calculation as determined as notified by the Commission.

Interest payments shall be made at least once during each twelve (12) month period in which a deposit is held and will be applied as a credit on Customer bills.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033



**Section 2. RULES AND REGULATIONS (Cont'd)****2.7 Customer Complaints and Billing Disputes**

- 2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Magellan Hill within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Magellan Hill shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Magellan Hill's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Magellan Hill must be paid in full within ten (10) days of resolution or Customer's Service may be subject to disconnection and late payment charges imposed on the overdue amount.

---

Issued:

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Effective:

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2.    RULES AND REGULATIONS (Cont'd)**

**2.8    Allowance for Interruptions in Service**

2.8.1   Credit for failure of Service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2   The following allowances are provided for interruptions in Service, as specified for particular Services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

---

Issued:

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Effective:

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.9 Taxes and Fees**

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving Service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

**2.10 Returned Check Charge**

The charge for a returned check is \$25.00.

**2.11 Special Customer Arrangements**

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

Issued:

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Effective:

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service**

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

**2.12.1 Disconnection of Service Without Notice**

Magellan Hill shall have the right to refuse or discontinue telephone Service or Service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Magellan Hill or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the Services for unlawful purposes, or using Services without intent to pay.

Magellan Hill will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Magellan Hill is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their Service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Magellan Hill may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service (Cont'd)****2.12.2 Disconnection of Service Requiring Notice**

2.12.2.1 The Company may disconnect or discontinue Service for any of the following reasons provided it has notified the Customer of its intent, in writing, to disconnect Service and has allowed the Customer a reasonable time of not less than ten (10) working days in which to remove the cause for disconnection:

2.12.2.1A For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;

2.12.2.1.B For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid;

2.12.2.1.C For non-payment of a bill for Service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny Service if settlement of his account is not made and provided the Customer has at least ten (10) working days notice, in

2.12.2.1.D Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.12.2.1.E Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for Service subject to regulation by the Commission.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service (Cont'd)**

**2.12.2 Disconnection of Service Requiring Notice (Cont'd)**

2.12.2.1.F Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.G Failure to meet the utility's deposit and credit requirements.

2.12.2.1.H Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining Service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.1.I Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

When the Customer is a public utility under the Commission's jurisdiction, the Company will concurrently serve a copy of the notice of discontinuance on the Commission.

---

Issued:

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Effective:

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.13 Unlawful Use of Service**

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish Service to an Applicant or shall disconnect the Service without notice of a Customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the Service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If Service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such Service.

**2.14 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

---

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

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 2. RULES AND REGULATIONS (Cont'd)****2.15 Telephone Solicitation by Use of Recorded Messages**

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.16 Incomplete Calls**

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the Customer notifies the Company of the error.

**2.17 Overcharge/Undercharge**

2.17.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

**2.18 Notices**

2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the Customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033



**Section 2. RULES AND REGULATIONS (Cont'd)****2.19 Emergency Calling**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

**2.20 Minimum Telephone Service Standards**

The Company's Services are subject to the Commission's rules for minimum telephone service standards (MTSS) found in Chapter 4905:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS. Those safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code.

---

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

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 3. DESCRIPTION OF SERVICES****3.1 Local Exchange Service**

The Carrier's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service if available in the Customer's area;
- Where available, place or receive calls to 800 telephone numbers.

The Carrier's Service can not be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976).

The Company

**3.1.1 Toll Service**

The Company's Basic Local Service neither includes direct-dialing distance calling nor any other toll services. Customer who desire intraLATA and interLATA toll service have the following options:

- A. Contracting directly with a long distance service provider;
- B. Using prepaid calling cards; or
- C. Using post-paid calling cards.

The Company will provide, at no additional charge, via Customer Service, information and counseling to its Customers on how to obtain long distance service.

Issued:

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Effective:

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 3. DESCRIPTION OF SERVICES (Continued)****3.1 Local Exchange Service (Continued)****3.1.2 Optional Services****A. Call Forwarding**

Allows calls to automatically ring to another phone number.

**B. Call Return**

The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.

**C. Call Waiting**

Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.

**D. Caller ID**

Caller ID is an optional feature which allows the subscriber to see the telephone number of an incoming call displayed on the Customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls which originate and terminate in central offices which are equipped and have SS7 connectivity. Caller ID is available to Customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 3. DESCRIPTION OF SERVICES (Continued)****3.1 Local Exchange Service (Continued)****3.1.2 Optional Services (Continued)****D. Caller ID (Continued)**

Telephone numbers that will not be displayed to the Caller ID subscriber are: (1) calls from Customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from Customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.

**E. Non-Published Number**

Allows the Customer to keep his local phone number out of the phone book or directory assistance.

**F. Speed Dial**

The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.

**G. "Three-Way" Calling**

Allows the Customer to add a third party to a conversation.

**3.1.3 Local Calling Areas**

The Company will use the same respective local calling areas as AT&T Ohio, Verizon-North, and Cincinnati Bell. The Company incorporates those local calling areas herein by reference.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 3. DESCRIPTION OF SERVICES (Continued)****3.2 Directory Listings**

Carrier shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in Customer's exchange area of the Station number which is designated as Customer's main billing number.

3.2.1 Carrier reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of Customer is not impaired thereby. Where more than one line is required to properly list Customer, no additional charge is made.

3.2.2 Carrier may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of Carrier, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. Carrier, upon notification to Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.2.3 In order for listings to appear in an upcoming directory, Customer must furnish the listing to Carrier in time to meet the directory publishing schedule.

3.2.4 Directory listings are provided in connection with each Customer's Service as specified herein.

---

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

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 3. DESCRIPTION OF SERVICES (Continued)****3.3 Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

A Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges. Residential Customers are eligible to place two (2) calls to Directory Assistance per line per month at no charge.

A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call, or when the Customer is given an incorrect telephone number. To obtain such a credit, the Customer must notify Carrier's Customer Service representative.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 3. DESCRIPTION OF SERVICES (Continued)****3.4 Miscellaneous Services****3.4.1 Service Reconnection**

Allows for restoral of Service after disconnection or for initiation of Service subsequent to a Customer location move.

**3.4.2 Optional Feature Addition**

Allows the Customer to add an optional feature or features subsequent to initiation of basic service.

**3.4.3 Promise to Pay**

Allows a qualified Customer to obtain an extension of that Customer's billing due date for a period not to exceed 10 days. A qualified Customer is one who has made at least one prior payment to the Company and has an outstanding balance of \$5.00 or less on his or her account.

**3.4.4 Service Transfer**

Allows for the initiation of Service subsequent to a Customer location move.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 3. DESCRIPTION OF SERVICES (Continued)****3.5 Caller ID Blocking**

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilized Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call Service.

Customers have two blocking options as follows:

**3.5.1 Per-Call Blocking**

Per-Call Blocking will prevent the display of Customers' telephone numbers on outgoing calls. This feature may be utilized at any time through the activation of a special code prior to dialing an outgoing call.

Per-Call Blocking is provided at no charge, and is automatically placed on all telephone lines by the Company.

Per-Call Blocking will not prevent the display of telephone numbers to 911 emergency service providers.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033



**Section 3. DESCRIPTION OF SERVICES (Continued)****3.5 Caller ID Blocking (Continued)****3.5.2 Per-Line Blocking**

Customers requesting Per-Line Blocking will prevent the display of their telephone numbers on all outgoing calls. The Per-Line Blocking feature may be deactivated at any time by Customers on a call-by-call basis through the activation of a special code. Blocking will be deactivated for that outgoing call only. Per-Line Blocking is provided free of any recurring charge, but is a special feature which must be ordered by Customers.

The Company will initially install Per-Line Blocking at no charge. Requests to remove Per-Line Blocking on Customer lines will be completed at no charge. Subsequent requests to re-install Per-Line Blocking will be completed at prevailing Company non-recurring service order rates.

Per-Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID Number/Caller ID Name subscribers who have activated the Anonymous Call Rejection feature of Caller ID Number/Caller ID Name Service. If a Customer using blocking calls a Caller ID Number/Caller ID Name subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID Number/Caller ID Name subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID Number/Caller ID Name subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call using a calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 3. DESCRIPTION OF SERVICES (Continued)****3.6 Special Pricing Arrangements – Individual Case Basis (ICB)**

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and Services, the costs of construction and operation, the volume of traffic commitment, and the length of Service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the Service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements and the terms of such arrangements shall control over the terms set forth in this Tariff. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions.

**3.7 Promotions**

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new Services, and/or to increase existing Customer awareness of Carrier Services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier.

---

**Issued:**

In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_, in Case No. \_\_\_\_\_.

**Effective:**

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 4. RATES AND CHARGES****4.1 Optional Features Rates**

	Monthly	One-Time Activation Fee
Call Forwarding	\$4.95	N/A
Call Return	\$1.00	N/A
Call Waiting	\$4.95	N/A
Non-Published Number	\$1.95	N/A
Speed Dial	\$1.95	N/A
Three-Way Calling	\$1.95	N/A
All Options Above	\$7.95	N/A
Caller ID	\$4.95	N/A

**4.2 Directory Listings Rates and Charges****4.2.1 Non-Recurring Charges**

Primary Listing (one number): N/C

**4.2.2 Monthly Recurring Charges**

Primary Listing (one number): N/C

**4.3 Directory Assistance****4.3.1 Each call to Directory Assistance will be charged as follows:**

\$1.75 per call

**4.3.2 The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges. Residential Customers are eligible to place two (2) calls to Directory Assistance per line per month at no additional charge.**

Issued: \_\_\_\_\_ Effective: \_\_\_\_\_  
In accordance with an Order issued by the Public Utilities Commission of Ohio on \_\_\_\_\_,  
in Case No. \_\_\_\_\_.

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

**Section 4. RATES AND CHARGES (Continued)****4.4 Miscellaneous Rates and Charges**

4.4.1 Service Reconnection Fee:	\$40.00
4.4.2 Optional Feature Addition Charge:	\$10.00
4.4.3 Promise to Pay Fee:	\$5.00
4.4.4 Transfer Fee:	\$5.00

---

Issued:	Effective:
In accordance with an Order issued by the Public Utilities Commission of Ohio on _____,	
in Case No. _____.	

Bradford M. Bono  
Magellan Hill Technologies, LLC  
30 Washington Avenue, Suite D-11  
Haddonfield, NJ 08033

## **EXHIBIT C**

### **Description of Applicant and Services**

## **DESCRIPTION OF APPLICANT AND SERVICES**

### **I. DESCRIPTION OF APPLICANT**

#### **A. Name, Address, Telephone Number, Fax Number, Website**

Applicant's legal name is Magellan Hill Technologies, LLC ("Applicant" or "Magellan"). Applicant is a limited liability company formed under the laws of the State of New Jersey, on January 24, 2006. Magellan is a wholly-owned subsidiary of Magellan Technologies, LLC. Applicant's principal place of business is:

Magellan Hill Technologies, LLC  
30 Washington Avenue  
Suite D-11  
Haddonfield, NJ 08033  
Phone: 856-795-9500  
Fax: 856-795-7440  
www.magellanhill.com

Applicant's number for customer complaints and inquiries is 1-856-795-9500. Evidence of Applicant's authority to transact business in Ohio and its registration with the Ohio Department of Taxation is attached as Exhibits D and E. The Applicant is not currently authorized to provide telecommunications services in the State of Ohio.

#### **B. Officers and Directors of Applicant**

The following persons are the officers of Applicant:

Bradford M. Bono, Founder and CEO  
Karen Dupke, Vice President

All officers can be reached at Applicant's principal place of business provided in Section A above. Applicant does not have a formal Board of Directors.

#### **C. Legal Counsel**

Correspondence or communications pertaining to this Application should be directed to:

Brian McDermott  
Edward S. Quill, Jr.  
Synergies Law Group, PLLC  
1002 Parker Street  
Falls Church, VA 22046  
Tel: (571) 730-4970  
Fax: (571) 730-4971  
BMcDermott@synergieslawgroup.com  
EQuill@synergieslawgroup.com

**D. Regulatory Contact**

Questions concerning the ongoing operations of Applicant following certification should be directed to:

Karen Dupke  
Magellan Hill Technologies, LLC  
30 Washington Avenue  
Suite D11  
Haddonfield, NJ 08033  
Tel: 856-795-9500 x 2220  
Fax: 856-795-7440  
Karen.Dupke@magellanhill.com

**II. FINANCIAL, MANAGERIAL AND TECHNICAL QUALIFICATIONS**

**A. Description of Applicant's Financial Qualifications**

Magellan is financially qualified to provide resold interexchange and competitive local exchange service in Ohio. Attached as Exhibit F are projected financial statements and other financial information for Magellan. The information contained in Exhibit F is being filed confidentially pursuant to a protective order being requested in this docket. Magellan has had successful telecommunications operation in several other states for several years and has the liquidity and financial strength to provide the services described within this application to customers in Ohio.

**B. Description of Applicant's Managerial and Technical Qualifications**

Applicant will rely on the managerial and technical qualification of its management personnel. Applicant's Ohio operations will be directed by Magellan's existing corporate management and technical staffs, who are responsible for the interexchange and local exchange operations in other states. A description of the background of Magellan's key personnel, which demonstrates the extensive managerial experience of its management team, is attached hereto as Exhibit G.

Magellan is currently authorized to provide telecommunications services in the states of Delaware, Georgia, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, Rhode Island, and Virginia, as well as the District of Columbia. Magellan has not been denied requested certification in any jurisdiction.

**III. PROPOSED SERVICES**

**A. Description of Services**

Applicant seeks authority to provide resold local exchange and interexchange telecommunications services in the State of Ohio. Applicant seeks statewide authority. Applicant will initial operate in the service territories of AT&T Ohio, Verizon-North and Cincinnati Bell. Applicant will offer traditional resold voice services to customers utilizing the public switched network. Applicant will continuously monitor and maintain a high level of control over its operations on a 24-hours-a-day, 7-days-a-week basis.

Magellan also offers an innovative approach to charitable giving through its U Care Now division. Under U Care Now, a percentage of a consumer's monthly bill is donated to a participating charity of their choice. This provides consumers with an easy way to make a



charitable contribution, and at the same time provides participating charities with a constant revenue stream.

Applicant intends to serve residential and business customers in the State of Ohio. At this time, Applicant does not seek to terminate any small or rural carrier exemptions existing under Section 251 of the federal Telecommunications. A list of exchanges the Applicant intends to serve is attached hereto as Exhibit J.

**B. Tariffs**

Applicant's proposed local exchange tariff and a product guide containing the terms and conditions applicable to Applicant's intrastate interexchange service are attached hereto as Exhibits A and B. Applicant will file final versions of those documents following the approval of this application and prior to providing voice services in the State of Ohio.

**C. Compliance with Affiliate Transaction Rules**

Applicant intends to comply with applicable Commission affiliate transaction rules.

**D. Maintaining Records in Accordance with GAAP**

Applicant intends to maintain its local telephony records separate and apart from other accounting records in accordance with GAAP.

**E. Time-line for Construction, Interconnection and Offering of Service**

Applicant does not currently have an approved interconnection or resale agreement in Ohio. Applicant expects to enter into a resale agreement with AT&T Ohio, Verizon-North and Cincinnati Bell in the future, and that agreement would be submitted to the Commission pursuant to the requirements of law and the Commission's rules. Applicant will begin the process of seeking appropriate agreements with the incumbents once this Application has been granted.

**F. Derivation of Rates**

Applicant will derive its rates through the resale agreements Applicant enters into with other carriers. Applicant may use retail and resale tariffs, if needed, to derive rates for particular services.

**G. Sample Customer Forms**

Attached hereto as Exhibit G is the Applicant's service requirements form. Attached as Exhibit H are Applicant's sample customer bill and disconnection notice.

**IV. PUBLIC INTEREST CONSIDERATIONS**

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio. Applicant will deploy and expand a competitive telecommunications infrastructure in the State. Applicant will provide customers with high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services.

**V. CONCLUSION**

For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide all types of resold local and interexchange telecommunications services in Ohio.

## **EXHIBIT D**

**Department of Taxation Registration**

**REGISTRATION  
CONFIRMATION**

*Taxpayer Services  
Compliance Support Division  
P.O. Box 182215  
Columbus, OH 43218-2215  
Phone: 1-888-405-4089  
Fax: 1-614-466-8892  
TTY/TDD: 1-800-750-0750  
tax.ohio.gov*

8/17/2009

Magellan Hill Technologies  
30 Washington Avenue  
Suite D11  
Haddonfield, NJ 08033

RE: Account Type: DELIVERY VENDOR'S SALES TAX  
Account Number: 90504552  
Effective Date: 8/17/2009  
Filing Frequency: SEMI-ANNUAL

Dear Taxpayer:

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail or fax. You may also contact us by telephone or by email through our Web site at [tax.ohio.gov](http://tax.ohio.gov)

Legal Name:	Magellan Hill Technologies
Federal Employer Identification Number:	204164445
Social Security Number:	
Ohio Charter Number:	

Effective 1/1/09, electronic filing of sales tax returns is required. You can file and pay your sales tax returns electronically through the Ohio Business Gateway at [business.ohio.gov](http://business.ohio.gov). Payments may be made directly from your bank account (electronic check) or by credit card. For additional electronic filing options, visit the Department of Taxation website at [tax.ohio.gov](http://tax.ohio.gov).

The Ohio Department of Taxation must receive all returns and payments on or before the 23rd of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have questions concerning your tax responsibilities or how to file your return(s) please contact us at 1-888-405-4039.

OHIO DEPARTMENT OF TAXATION  
PO BOX 182215, COLUMBUS, OHIO 43218-2215

Magellan Hill Technologies

30 Washington Avenue  
Suite D11  
Haddonfield, NJ 08033

License Type: DELIVERY VENDOR'S SALES TAX  
Account #: 90504552  
Effective Date: 8/17/2009

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5739 of the Ohio Revised Code.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

**REGISTRATION  
CONFIRMATION**

*Taxpayer Services  
Compliance Support Division  
P.O. Box 182215  
Columbus, OH 43218-2215  
Phone: 1-888-405-4089  
Fax: 1-614-466-8892  
TTY/TDD: 1-800-750-0750  
tax.ohio.gov*

8/17/2009

Magellan Hill Technologies  
30 Washington Avenue  
Suite D11  
Haddonfield, NJ 08033

RE: Account Type: SELLERS REGISTRATION  
Account Number: 99802559  
Effective Date: 8/17/2009  
Filing Frequency: SEMI-ANNUAL

Dear Taxpayer:

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail or fax. You may also contact us by telephone or by email through our Web site at [tax.ohio.gov](http://tax.ohio.gov)

Legal Name:	Magellan Hill Technologies
Federal Employer Identification Number:	204164445
Social Security Number:	
Ohio Charter Number:	

Effective 1/1/09, electronic filing of sales tax returns is required. You can file and pay your sales tax returns electronically through the Ohio Business Gateway at [business.ohio.gov](http://business.ohio.gov). Payments may be made directly from your bank account (electronic check) or by credit card. For additional electronic filing options, visit the Department of Taxation website at [tax.ohio.gov](http://tax.ohio.gov).

The Ohio Department of Taxation must receive all returns and payments on or before the 23rd of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have questions concerning your tax responsibilities or how to file your return(s) please contact us at 1-888-405-4039.

OHIO DEPARTMENT OF TAXATION  
PO BOX 182215, COLUMBUS, OHIO 43218-2215

Magellan Hill Technologies  
30 Washington Avenue

License Type: SELLERS REGISTRATION

Suite D11  
Haddonfield, NJ 08033

Account #: 99802559  
Effective Date: 8/17/2009

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5739 of the Ohio Revised Code.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

## **EXHIBIT E**

Secretary of State Authority to Transact Business in Ohio

***(Given that the Registration with the Secretary of State is recent; no Certificate of Good Standing has been provided.)***





DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPIRED	PENALTY	CERT	COPY
06/08/2009	200915901678	REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	125.00	.00	.00	.00	.00

**Receipt**

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

MAGELLAN HILL  
30 WASHINGTON AVENUE  
SUITE D 11  
HADDONFIELD, NJ 08033

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jennifer Brunner**

1962468

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**MAGELLAN HILL TECHNOLOGIES, LLC**

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

Document(s)

**REG. OF FOR. PROFIT LIM. LIAB. CO.**

Document No(s):

**200915901678**

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

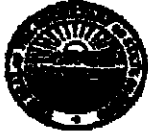
Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 8th day of June, A.D.  
2009.

**Ohio Secretary of State**

JUN 4 2009 12:58PM

REMAX FIRST

NO. 331 P. 1



Presented by:

The Ohio Secretary of State  
 Central Office (614) 466-3828  
 Toll Free 1-877-666-FILE (1-877-667-3455)

www.sos.state.oh.us  
 e-mail: business@sos.state.oh.us

Expedite This Form (Extra Cost)	
<input type="checkbox"/> Expedite	PO Box 1880 Columbus, OH 43216
--- Services at Additional Fee of \$25 ---	
<input checked="" type="checkbox"/> Not Expedite	PO Box 670 Columbus, OH 43216

RECEIVED

JUN 08 2009

SECRETARY OF STATE

**REGISTRATION OF A FOREIGN  
 LIMITED LIABILITY COMPANY**  
 Filing Fee \$125.00

THE UNDERSIGNED DEWINE TO FILE A:

CHECK ONLY ONE (1) BOX

<input checked="" type="checkbox"/> (1) Registration of a Foreign For-Profit Limited Liability Company (FPC-LLC) OHC 1705	<input type="checkbox"/> (2) Registration of a Foreign Nonprofit Limited Liability Company (FNC-LLC) OHC 1705
State of Organization <u>New Jersey</u>	State of Organization _____
Date of Formation <u>May 1, 2009</u>	Date of Formation _____

Name of limited liability company in its state of organization:

Mason Hill Technologies, LLC

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its home-state name) is:

Mason Hill Technologies, LLC

Name must include one of the following words or abbreviations: "limited liability company," "LLC," "L.L.C.," "LLC," "LLC," "LLC," "LLC"

☐ Check here if additional provisions are attached

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

Mason Hill Technologies, LLC  
 Name  
28 Washington Avenue, Suite 011  
 Street Address / P.O. Box Address  
Haddonfield New Jersey 08033  
 City State Zip

JUN. 4. 2009 12:59PM

REMAX FIRST

NO. 337 P. 2

The United Liability company hereby appoints the following as its agent upon whom process against the United Liability company may be served in the state of Ohio. The name and complete address of the agent is:

\_\_\_\_\_  
 Name CT Corporation

\_\_\_\_\_  
 Mailing Address 1500 East Ninth Street

\_\_\_\_\_  
 City Cleveland State Ohio Zip Code 44114

☐ If the agent is an individual and using a P.O. Box, check this box to certify the agent is a resident of the state of Ohio.

The United Liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and in service of process upon the OHIO SECRETARY OF STATE if:

- an agent is not appointed, or
- an agent is appointed but the authority of that agent has been revoked, or
- the agent cannot be found or served after the exercise of reasonable diligence.

**WITNESSES**  
 Articles and original  
 appointment of agent  
 must be signed by a  
 member, manager or  
 other representative.

[Signature]  
 Signature

06-04-09  
 Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

**STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING**

**MAGELLAN HILL TECHNOLOGIES, LLC**

0600258790

*With the Previous or Alternate Name*

**MAGELLAN HILL TECHNOLOGIES LLC (Alternate Name)**

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on January 24, 2006.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and registered office are:*

**The Corporation Trust Company  
820 Bear Tavern Road  
West Trenton, NJ 08628**



Certification# 114142153

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed my  
Official Seal at Trenton, this  
14th day of April, 2009*

A handwritten signature in black ink, appearing to read "R. David Roussin".

**R. David Roussin  
State Treasurer**

Verify this certificate at  
[https://www1.state.nj.us/TYTR\\_StandingCertVSPVVerify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCertVSPVVerify_Cert.jsp)

**EXHIBIT F**

**Financial Information**

**(Filed Pursuant to a Protective Order)**

## **EXHIBIT G**

### **Management Biographies**



# MAGELLAN HILL

[HOME](#)[COMPANY](#)[PRODUCTS AND SERVICES](#)[PARTNER PROGRAM](#)[NEWS ROOM](#)[CONTACT US](#)

Providing communications and technology  
solutions for small and mid-sized business.

[Overview](#)[Mission Statement](#)[Our Precepts](#)[Leadership Team](#)[U Care Now](#)

## Leadership Team:



### **BRADFORD M. BONO**

Founder and CEO, Magellan Hill Technologies

Bradford M. Bono is the founder and chief executive officer of South Jersey-based Magellan Hill Technologies. Magellan offers a wide range of communications and technology solutions for small and mid-sized business customers, including Internet security; conference calling; local and long distance phone service, and Internet service.

Headquartered in Mount Laurel , N.J. , Magellan also offers an innovative approach to charitable giving through its U Care Now division, which provides phone and Internet service to residential customers. Under U Care Now, a percentage of a consumer's monthly bill is donated to a participating charity of their choice. This provides consumers with an easy way to make a charitable contribution, and at the same time provides participating charities with a constant revenue stream.

A co-founder of PAETEC Communications, Bono served as chief operating officer from 2004 through January 2006. PAETEC is an integrated communications provider with a major operations center in Voorhees , N.J.

Bono began his career at PAETEC as president of the Eastern region and served on the board of directors from the company's inception in 1998. Under Bono's leadership, PAETEC's revenues grew from \$150,000 in 1998 to more than \$500 million in 2005.

Prior to joining PAETEC, Bono served as vice president of the Midatlantic region and vice president of alternate channel sales for ACC TeleCom, where he was responsible for all aspects of alternate-channel sales for the United States . Bono also co-founded Vista International Communications, Inc., based in Mt. Arlington , N.J. Bono acted as executive vice president of Vista and served on the board of directors from 1991 until 1997 when ACC TeleCom acquired Vista .

In keeping with his commitment to giving back to the community, Bono has served on the boards of several charitable organizations. He was elected to the Board of Trustees at the Ronald McDonald House in Camden , N.J. in 1999 and served as president of the board from 2002 until 2004. Bono currently serves on the boards of United Way , Camden County, and the Camden County chapter of the American Red Cross.

Bono has received numerous awards and recognitions throughout his career, including the Nat West Bank/Morris County Chamber of Commerce, New Jersey Young Entrepreneur of the Year and the New Jersey Business Journal's "40 under 40" award.

Bono holds a Bachelor of Arts degree in political science from the University of

Delaware .



**Karen Dupke**  
Vice President, Magellan Hill Technologies

Karen Dupke has more than 10 years experience in the telecommunications industry. Most recently, Karen served as a Senior Vice President for PAETEC Communications, Inc.

Ms. Dupke began her career in telecommunications as the Controller for Campuslink Communications, Inc. and expanded her operational responsibilities to include oversight for the entire Campuslink business unit by January, 1999. As Campuslink was acquired by PAETEC Communications, Inc. in September, 1999, Ms. Dupke was promoted to Vice President of Account Development and rose quickly through the PAETEC ranks, gaining additional responsibility with each move. Karen has held direct responsibility and oversight for many areas of the operations process, including customer retention, service, installation, maintenance, order processing and provisioning.

Karen is currently active with several charitable organizations including Susan G. Komen for the Cure and she previously served on the board of directors of the Ronald McDonald House of Southern New Jersey. Additionally, Ms. Dupke sits on several small non-profit boards within the community where she now resides.

Ms. Dupke received her B.S. in Accounting and Finance from the University of Michigan.



**TIM BUTTON**  
Business Development Manager  
Magellan Hill Technologies

Tim Button has more than 10 years experience in the telecommunications industry. As business development manager at Magellan Hill Technologies, his responsibilities include carrier billing analysis and disaster recovery planning for large corporate and institutional clients.

Prior to joining Magellan Hill, Button worked for US LEC Corp. where he successfully managed the sales teams and regularly consulted on large clients such as Friedman Billings Ramsey, Cingular Wireless, and Virtua Health.

Button also worked at Net2000 Communications. He joined Net2000 Communications in 1997 as the 12th employee, and his contributions to the company helped it grow to more than 1,000 employees by the year 2000.

Button grew up in Moorestown, N.J., where he attended Moorestown High School. He has a Bachelor of Arts degree in communications from Rider University.

To learn more about Magellan Hill Technologies, call us today at 856-795-9500 or email us at: [info@magellanhill.com](mailto:info@magellanhill.com)

POWERED BY NEXFUSION



## **EXHIBIT H**

### **Sample Customer Bill and Disconnection Notice**

Magellan Hill Technologies  
30 Washington Ave  
Suite D11  
Haddonfield, NJ 08033

### Invoice Information

Invoice Date: 08/01/2009  
Account Number: 10000001898  
Invoice Number: 092120694  
Due Date: 08/20/2009  
Total Due: \$43.71

### Customer Service Information

Customer Care 1-800-470-1994  
M-F 8:30 AM - 5 PM  
Billing Inquires 1-877-866-8588  
M-F 8:30 AM - 5 PM  
Repair Service 1-866-489-2278  
24 Hours  
Our Fax Number (856) 795-7440  
Our Web Site www.magellanhill.com

██████████  
██████████  
██████████

### Summary of Charges

**Account History**  
Previous Balance \$86.58  
Payments Applied \$.00  
Credits and Debits \$86.58CR  
  
Past Due Balance \$.00  
  
**Current Charges**  
Services \$51.58  
Misc. Adjustments \$.00  
Taxes and Surcharges \$7.87CR  
Late Charges \$.00  
  
Total New Charges \$43.71

### Remarks Section

About Magellan Hill Technologies  
Dedicated to the highest standards of customer service, Magellan Hill's four business divisions all maintain the same aspiration of being the single finest company with which our clients conduct business. Magellan Hill's relentless pursuit of reaching this goal is profoundly embedded in our people and culture.

**Aging Analysis**  
1 - 29 Days \$43.71  
30 - 59 Days \$.00  
60 - 89 Days \$.00  
90 - 119 Days \$.00  
120 + Days + \$.00  
Total Due: \$43.71

Dear Loyal Customer,  
Thank you for maintaining a current balance with Magellan Hill Technologies. We truly appreciate having prompt paying customers like you!

### Remittance Section

Invoice Date: 08/01/2009  
Account Number: 10000001898  
Invoice Number: 092120694  
Due Date: 08/20/2009  
Total Due: \$43.71

THIS INVOICE IS DUE AND PAYABLE UPON RECEIPT.  
Please enclose this remittance document with your payment.  
Please allow 5 days for payment processing.

Magellan Hill accepts Credit Card and ACH payments. Please contact us at 800-470-1994 to set up your account today!

Amount Enclosed:

██████████  
██████████  
██████████

Magellan Hill Technologies  
PO Box 87  
Haddonfield, NJ 08033

00010000001898900000437110

**IMPORTANT NEWS AND INFORMATION FROM Magellan Hill Technologies**

Should you have any questions regarding your billing,  
please call us at 1-800-470-1994.

New Address

---

---

---

Account Name:  
 Invoice Date: 08/01/2009  
 Account Number: 10000001898  
 Invoice Number: 092120894  
 Page Number: 3

DETAIL OF DEBIT AND CREDIT ACCOUNT ADJUSTMENTS

Post Date Effective Date	Transaction Type	Svc Ref	Amount
<u>Credit Adjustments</u>			
07/01/2009 07/01/2009	Usage Credit		\$86.58CR
Total Credit Adjustments			\$86.58CR
Total All Adjustments			\$86.58CR
<u>Taxes, Surcharges and Other Fees On Adjustments</u>			
<u>Taxes</u>			
07/31/2009	State Taxes		\$5.86493CR
			\$5.86493
07/31/2009	USF Surcharges		\$11.16882CR
			\$11.16882CR
Total Taxes, Surcharges and Other Fees On Adjustments			\$17.03CR
Total with Taxes, Surcharges and Other Fees On Adjustments			\$103.61CR

SERVICE CHARGE DETAIL - Outbound Switched Access

Line#	Item Group	Item Information	Dates	Cost
586-566-0758	Long Distance Service	Interstate Recovery Fee	07/01/09-07/31/09	\$1.49
		Residence Single Line PCCC	06/01/09-08/31/09	\$3.60
		Residential U Care LD	06/30/09-07/24/09	\$36.31
Total For 586-566-0758				\$41.40

Account Name:  
 Invoice Date: 08/01/2009  
 Account Number: 10000001898  
 Invoice Number: 092120694  
 Page Number: 4

SERVICE CHARGE DETAIL - Outbound Switched Access

Line#	Item Group	Item Information	Dates	Cost
586-566-0923	Long Distance Service	Interstate Recovery Fee	07/01/09-07/31/09	\$1.49
		Residence Multi Line PICC	08/01/09-08/31/09	\$3.60
		Total For 586-566-0923		\$5.09
586-566-0940	Long Distance Service	Interstate Recovery Fee	07/01/09-07/31/09	\$1.49
		Residence Multi Line PICC	08/01/09-08/31/09	\$3.60
		Total For 586-566-0940		\$5.09
<b>Taxes</b>				
		Federal Taxes		\$ .36580
		State Taxes		\$3.16464
		Total		\$3.53044
<b>Surcharges and Other Fees</b>				
		USF Surcharges		\$5.63408
		Total		\$5.63408
		Total Outbound Switched Access		\$60.74

Account Name: XXXXXXXXXX  
 Invoice Date: 08/01/2009  
 Account Number: 10000001898  
 Invoice Number: 092120694  
 Page Number: 5

ITEMIZED CALL USAGE - Outbound Switched Access

Detail For: 586-566-0758

Item#	Date	Time	Location	Number Called	Min:Sec	Total Charges	Type	Account Code
1	Jun 30	09:12am	MOORESTOWN, NJ	856-912-8896	:30	.03	CC	
2	Jun 30	12:40pm	MOORESTOWN, NJ	856-912-8896	:12	.01	CC	
3	Jul 01	08:58am	MOORESTOWN, NJ	856-912-8896	:36	.03	CC	
4	Jul 01	09:00am	HADDONFELD, NJ	856-795-9500	:24	.02	CC	
5	Jul 01	10:15am	HADDONFELD, NJ	856-795-9500	:18	.02	CC	
6	Jul 01	01:18pm	MOORESTOWN, NJ	856-912-8896	:12	.01	CC	
7	Jul 01	02:05pm	MOORESTOWN, NJ	856-912-8896	:18	.02	CC	
8	Jul 01	04:45pm	MOORESTOWN, NJ	856-912-8896	:12	.01	CC	
9	Jul 02	09:01am	MOORESTOWN, NJ	856-912-8896	:30	.03	CC	
10	Jul 02	01:19pm	MOORESTOWN, NJ	856-912-8896	:48	.04	CC	
11	Jul 02	01:51pm	MOORESTOWN, NJ	856-912-8896	:24	.02	CC	
12	Jul 03	01:10pm	MOORESTOWN, NJ	856-912-8896	:48	.04	CC	
13	Jul 06	08:21am	MOORESTOWN, NJ	856-912-8896	14:30	.66	CC	
14	Jul 06	08:55am	MOORESTOWN, NJ	856-912-8896	:36	.03	CC	
15	Jul 06	11:16am	MOORESTOWN, NJ	856-912-8896	:06	.01	CC	
16	Jul 06	04:57pm	MOORESTOWN, NJ	856-912-8896	:54	.04	CC	
17	Jul 07	09:05am	MOORESTOWN, NJ	856-912-8896	:06	.01	CC	
18	Jul 07	12:12pm	MOORESTOWN, NJ	856-912-8896	8:06	.37	CC	
19	Jul 07	12:59pm	MOORESTOWN, NJ	856-912-8896	:12	.01	CC	
20	Jul 07	03:27pm	MOORESTOWN, NJ	856-912-8896	1:18	.06	CC	
21	Jul 08	09:54am	BERNARDSVL, NJ	908-559-2929	9:54	.45	CC	
22	Jul 08	11:24am	HADDONFELD, NJ	856-795-9500	1:54	.09	CC	
23	Jul 08	12:34pm	MOORESTOWN, NJ	856-912-8896	3:54	.18	CC	
24	Jul 08	12:43pm	MOORESTOWN, NJ	856-912-8896	1:00	.05	CC	
25	Jul 08	01:33pm	MOORESTOWN, NJ	856-912-8896	:06	.01	CC	
26	Jul 08	01:50pm	HADDONFELD, NJ	856-795-9500	:48	.04	CC	
27	Jul 08	01:51pm	MOORESTOWN, NJ	609-410-8600	5:30	.25	CC	
28	Jul 08	02:29pm	HADDONFELD, NJ	856-795-9500	:18	.02	CC	
29	Jul 08	02:37pm	HADDONFELD, NJ	856-795-9500	7:36	.35	CC	
30	Jul 08	02:45pm	HADDONFELD, NJ	856-938-9851	5:06	.23	CC	
31	Jul 08	02:50pm	HADDONFELD, NJ	856-795-9500	4:06	.19	CC	
32	Jul 08	02:55pm	HADDONFELD, NJ	856-795-9500	1:00	.05	CC	
33	Jul 08	02:56pm	HADDONFELD, NJ	856-795-9500	8:18	.38	CC	
34	Jul 08	03:30pm	WARREN, RI	401-694-1540	20:06	.91	CC	
35	Jul 08	03:51pm	HADDONFELD, NJ	856-795-9500	15:12	.69	CC	
36	Jul 08	04:18pm	HADDONFELD, NJ	856-795-9500	4:30	.21	CC	
37	Jul 08	04:59pm	HADDONFELD, NJ	856-795-9500	5:18	.24	CC	
38	Jul 08	05:05pm	ARLINGTON, VA	703-974-2830	:54	.04	CC	
39	Jul 08	05:06pm	NORTH WALE, PA	215-661-8926	:18	.02	CC	
40	Jul 08	05:07pm	NORRISTOWN, PA	610-420-4646	26:24	1.19	CC	
41	Jul 08	05:34pm	HADDONFELD, NJ	856-795-9500	8:12	.37	CC	
42	Jul 08	08:30pm	MOORESTOWN, NJ	856-912-8896	:18	.02	CC	
43	Jul 09	08:38am	HADDONFELD, NJ	856-795-9500	14:30	.66	CC	
44	Jul 09	09:00am	PITTSBURGH, PA	412-979-7189	17:18	.78	CC	
45	Jul 09	09:18am	HADDONFELD, NJ	856-795-9500	:18	.02	CC	
46	Jul 09	09:19am	MOORESTOWN, NJ	856-380-7260	16:06	.73	CC	
47	Jul 09	09:36am	HADDONFELD, NJ	856-795-9500	1:30	.07	CC	
48	Jul 09	10:11am	VINELAND, NJ	856-498-5660	:12	.01	CC	
49	Jul 09	10:16am	HADDONFELD, NJ	856-795-9500	1:12	.06	CC	
50	Jul 09	10:25am	MOORESTOWN, NJ	856-296-2876	:42	.04	CC	
51	Jul 09	11:08am	HADDONFELD, NJ	856-795-9500	1:00	.05	CC	
52	Jul 09	11:19am	HADDONFELD, NJ	856-795-9500	5:06	.23	CC	
53	Jul 09	11:25am	HADDONFELD, NJ	856-795-9500	15:12	.69	CC	
54	Jul 09	11:41am	HADDONFELD, NJ	856-795-9500	13:42	.62	CC	
55	Jul 09	12:37pm	SILVER SPG, MD	301-580-7769	1:12	.06	CC	
56	Jul 09	12:39pm	COLLINGSWD, NJ	856-577-1167	:06	.01	CC	
57	Jul 09	12:40pm	HADDONFELD, NJ	856-795-9500	1:42	.08	CC	

Account Name: [REDACTED]  
 Invoice Date: 08/01/2009  
 Account Number: 10000001898  
 Invoice Number: 092120694  
 Page Number: 6

ITEMIZED CALL USAGE - Outbound Switched Access

Detail For: 586-566-0758

Item#	Date	Time	Location	Number Called	Min:Sec	Total Charges	Type	Account Code
58	Jul 09	02:54pm	MOORESTOWN, NJ	856-912-8896	11:00	.50	CC	
59	Jul 09	03:54pm	MOORESTOWN, NJ	856-912-8896	3:00	.14	CC	
60	Jul 09	03:58pm	MOORESTOWN, NJ	856-912-8896	:30	.03	CC	
61	Jul 09	05:10pm	HADDONFLD, NJ	856-795-9500	36:48	1.66	CC	
62	Jul 09	05:50pm	HADDONFLD, NJ	856-795-9500	1:06	.05	CC	
63	Jul 10	08:50am	LIVONIA, MI	734-542-5780	:48	.04	CC	
64	Jul 10	08:57am	WARREN, RI	401-694-1540	16:30	.75	CC	
65	Jul 10	08:57am	WARREN, RI	401-694-1570	:12	.01	CC	
66	Jul 10	09:16am	PONTIAC, MI	248-377-9600	2:30	.12	CC	
67	Jul 10	09:23am	HADDONFLD, NJ	856-795-9500	:18	.02	CC	
68	Jul 10	09:40am	HADDONFLD, NJ	856-795-9500	8:48	.40	CC	
69	Jul 10	10:05am	HADDONFLD, NJ	856-938-9851	1:36	.08	CC	
70	Jul 10	10:39am	HADDONFLD, NJ	856-795-9500	9:06	.41	CC	
71	Jul 10	11:00am	HADDONFLD, NJ	856-795-9500	1:48	.09	CC	
72	Jul 10	12:46pm	HADDONFLD, NJ	856-795-9500	10:48	.49	CC	
73	Jul 10	01:05pm	FREEHOLD, NJ	732-239-8044	6:42	.31	CC	
74	Jul 10	02:42pm	MOORESTOWN, NJ	856-912-8896	1:00	.05	CC	
75	Jul 10	03:41pm	MOORESTOWN, NJ	856-912-8896	1:00	.05	CC	
76	Jul 10	04:34pm	MOORESTOWN, NJ	856-912-8896	:48	.04	CC	
77	Jul 10	04:45pm	HADDONFLD, NJ	856-795-9500	13:30	.61	CC	
78	Jul 13	09:18am	ROYAL OAK, MI	248-761-9250	:30	.03	CC	
79	Jul 13	11:25am	MOORESTOWN, NJ	856-912-8896	:18	.02	CC	
80	Jul 13	12:26pm	HADDONFLD, NJ	856-795-9500	:48	.04	CC	
81	Jul 13	01:13pm	HADDONFLD, NJ	856-938-9851	1:00	.05	CC	
82	Jul 13	02:00pm	HADDONFLD, NJ	856-795-9500	1:00	.05	CC	
83	Jul 13	02:24pm	HADDONFLD, NJ	856-795-9500	:30	.03	CC	
84	Jul 13	02:29pm	ROYAL OAK, MI	248-761-9250	34:18	1.55	CC	
85	Jul 13	02:29pm	HADDONFLD, NJ	856-938-9851	:06	.01	CC	
86	Jul 13	04:11pm	MOORESTOWN, NJ	856-912-8896	:06	.01	CC	
87	Jul 13	06:35pm	MOORESTOWN, NJ	856-912-8896	:06	.01	CC	
88	Jul 14	09:19am	HADDONFLD, NJ	856-795-9500	22:42	1.03	CC	
89	Jul 14	09:46am	HADDONFLD, NJ	856-795-9500	17:48	.80	CC	
90	Jul 14	02:42pm	HADDONFLD, NJ	856-795-9500	:18	.02	CC	
91	Jul 14	03:13pm	HADDONFLD, NJ	856-795-9500	56:42	2.56	CC	
92	Jul 14	04:10pm	HADDONFLD, NJ	856-795-9500	7:18	.33	CC	
93	Jul 14	04:30pm	HADDONFLD, NJ	856-795-9500	4:42	.22	CC	
94	Jul 14	04:46pm	ROYAL OAK, MI	248-761-9250	6:42	.31	CC	
95	Jul 14	05:20pm	HADDONFLD, NJ	856-938-9851	3:54	.18	CC	
96	Jul 14	05:24pm	ROYAL OAK, MI	248-761-9250	10:18	.47	CC	
97	Jul 14	05:24pm	HADDONFLD, NJ	856-795-9500	:30	.03	CC	
98	Jul 14	05:47pm	HADDONFLD, NJ	856-795-9500	:36	.03	CC	
99	Jul 14	05:49pm	HADDONFLD, NJ	856-795-9500	1:24	.07	CC	
100	Jul 14	05:51pm	MOORESTOWN, NJ	856-912-8896	12:12	.55	CC	
101	Jul 15	09:02am	HADDONFLD, NJ	856-795-9500	28:18	1.28	CC	
102	Jul 15	09:35am	HADDONFLD, NJ	856-795-9500	:24	.02	CC	
103	Jul 15	09:42am	HADDONFLD, NJ	856-795-9500	1:06	.05	CC	
104	Jul 15	09:59am	ROCHESTER, NY	585-340-2505	1:30	.07	CC	
105	Jul 15	10:20am	ROYAL OAK, MI	248-761-9250	20:06	.91	CC	
106	Jul 15	01:03pm	HADDONFLD, NJ	856-795-9500	:18	.02	CC	
107	Jul 15	01:21pm	HADDONFLD, NJ	856-795-9500	:36	.03	CC	
108	Jul 15	01:44pm	HADDONFLD, NJ	856-938-9851	1:54	.09	CC	
109	Jul 15	02:02pm	WARREN, RI	401-694-1540	11:18	.51	CC	
110	Jul 15	02:14pm	HADDONFLD, NJ	856-795-9500	10:42	.49	CC	
111	Jul 15	03:52pm	MOORESTOWN, NJ	856-912-8896	:24	.02	CC	
112	Jul 15	04:29pm	MOORESTOWN, NJ	856-912-8896	1:00	.05	CC	
113	Jul 15	05:43pm	MOORESTOWN, NJ	856-912-8896	4:00	.18	CC	
114	Jul 15	05:47pm	MOORESTOWN, NJ	856-912-8896	:18	.02	CC	

Account Name: ██████████  
 Invoice Date: 08/01/2009  
 Account Number: 10000001898  
 Invoice Number: 092120694  
 Page Number: 7

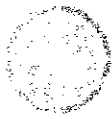
ITEMIZED CALL USAGE - Outbound Switched Access

Detail For: 586-566-0758

Item#	Date	Time	Location	Number Called	Min:Sec	Total Charges	Type	Account Code
115	Jul 16	12:19pm	MOORESTOWN, NJ	856-912-8896	1:30	.07	CC	
116	Jul 16	01:56pm	MOORESTOWN, NJ	856-912-8896	1:00	.05	CC	
117	Jul 16	02:59pm	MOORESTOWN, NJ	856-912-8896	1:00	.05	CC	
118	Jul 17	02:29pm	MOORESTOWN, NJ	856-912-8896	:30	.03	CC	
119	Jul 20	09:45am	MOORESTOWN, NJ	856-380-7260	34:36	1.56	CC	
120	Jul 20	10:20am	HADDONFLD, NJ	856-795-9500	27:12	1.23	CC	
121	Jul 20	11:32am	MOORESTOWN, NJ	856-912-8896	36:36	1.65	CC	
122	Jul 20	12:49pm	SILVER SPR, MD	301-580-7769	4:00	.18	CC	
123	Jul 20	12:53pm	HADDONFLD, NJ	856-795-9500	1:36	.08	CC	
124	Jul 20	01:52pm	HADDONFLD, NJ	856-795-9500	25:48	1.17	CC	
125	Jul 20	02:37pm	HADDONFLD, NJ	856-795-9500	:48	.04	CC	
126	Jul 20	03:45pm	MOORESTOWN, NJ	856-912-8896	4:18	.20	CC	
127	Jul 20	06:41pm	MOORESTOWN, NJ	856-912-8896	:48	.04	CC	
128	Jul 21	09:43am	MOORESTOWN, NJ	856-912-8896	:06	.01	CC	
129	Jul 22	03:10pm	MOORESTOWN, NJ	856-912-8896	:12	.01	CC	
130	Jul 22	06:34pm	MOORESTOWN, NJ	856-912-8896	:06	.01	CC	
131	Jul 23	05:36pm	MOORESTOWN, NJ	856-912-8896	:06	.01	CC	
132	Jul 23	06:51pm	MOORESTOWN, NJ	856-912-8896	1:06	.05	CC	
133	Jul 24	09:04am	MOORESTOWN, NJ	856-912-8896	:36	.03	CC	
134	Jul 24	09:30am	MOORESTOWN, NJ	856-912-8896	:36	.03	CC	
135	Jul 24	09:50am	MOORESTOWN, NJ	856-912-8896	4:24	.20	CC	
136	Jul 24	01:12pm	MOORESTOWN, NJ	856-912-8896	:12	.01	CC	
137	Jul 24	05:06pm	MOORESTOWN, NJ	856-912-8896	:48	.04	CC	
138	Jul 24	06:10pm	MOORESTOWN, NJ	856-912-8896	:06	.01	CC	
<b>Total</b>					<b>793:00</b>	<b>\$36.31</b>		

CC-Customer Completed





MAGELLAN  
HILL

### **DISCONNECTION NOTICE**

Unfortunately, after numerous attempts to work with your accounting department to secure payment of your seriously delinquent balance, Company X has been scheduled for disconnection of telephone service.

Magellan Hill has no other recourse but to suspend the telephone services being provided to Company X which will avoid any further outstanding usage charges keeping the delinquent balance from escalating. However, delinquent fees will continue to apply. Our invoices are Due Upon Receipt.

**If you wish to settle the outstanding balance of \$XX and avoid interruption full payment must be received immediately.**

It is our hopeful intentions to resolve this matter quickly and continue to provide Company X with the highest standard of telecommunications service for many years to come.

Thank you for your immediate attention in this matter.

Kind Regards,

**Donna Stump**  
*Customer Care Specialist*



MAGELLAN  
HILL

30 Washington Ave-Suite D11  
Haddonfield, NJ 08033  
856-795-9500 Ext. 40  
856-795-7440 Fax

**EXHIBIT I**

**Service Requirements Form**

11/11/2011

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
84

Sales Agent \_\_\_\_\_  
Sales Agent Phone # \_\_\_\_\_

Additional numbers listed on attached sheet

[illegible]

			\$0.00
			\$0.00
			\$0.00
			<b>\$0.00</b>

IntraLATA		
Intrastate		
Interstate		
Canada		

Calling Card	
Calling Card International	
Conference Calling	

## TERMS & CONDITIONS

I give Magellan Hill Technologies the authorization to notify all appropriate parties, including my current local and long distance carrier of choice and to make the necessary changes to my current and future services without further permission. Customer also authorizes Magellan Hill Technologies to provide the services listed in this agreement and on all attachments. Magellan Hill Technologies may obtain any records from my local, intra-tel, long distance, and /or long distance telephone Company necessary so that they may provide these services to me. The Agreement shall be binding upon Customer signature. For the security of my business, I agree to allow Magellan Hill to select and maintain a local/long distance PIC freeze on my account during the contract term.

Rates are exclusive of FCC line charges and other charges. Universal Service Fees, taxes and other charges will apply. Tariffs apply to some services. Does not include directory assistance and international calls. Customer is responsible for payment of all taxes, fees and surcharges. Rates and all other charges may be modified from time to time and will be posted on [www.magellanbill.com](http://www.magellanbill.com). Not all services available on all lines. Not available for use with modems or dialers. Not available to call centers or telemarketers.

THE COMPANY MAKES NO IMPLIED OR EXPRESSED REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICE PROVIDED TO THE CUSTOMER INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR PROFITS, LOSS OF REVENUE, LOSS OF ADVANTAGE, SAVINGS, GOODWILL OR CUSTOMERS/CLIENTS.

Order Acceptance: No order for the Services shall be binding upon Company until such order has been accepted in writing by the company. Company, in its sole discretion, may decline to accept any order for the Services. All orders are subject to credit approval. Customer signature below confirms that it is not currently bound legally or contractually from entering into this agreement.

Bills are due for payment upon receipt. Any invoice not paid within thirty (30) days after the due date on the invoice will be subject to a monthly late charge of 1.5% or the maximum amount legally permitted by law, if the applicable is less than 1.5%. If customer account is submitted to an outside party for collections, customer will take full responsibility for all applicable costs and legal fees associated with said collections effort. Disruption of service for non-payment will result in an account reactivation fee of \$75 per account. If any part of this agreement is found invalid, the rest of the Agreement remains enforceable. The agreement shall be construed, interpreted and enforced and governed by the laws of the State of New Jersey, not including its choice or conflict of law principles or rules.

THESE TERMS AND CONDITIONS, THE ORDER FORMS, AND THE TARIFFS SET FORTH THE ENTIRE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERCEDES ALL PRIOR AGREEMENTS AND COLLATERAL COVENANTS, AGREEMENTS, COMMUNICATIONS, REPRESENTATIONS AND WARRANTIES WHETHER ORAL OR WRITTEN BY EITHER PARTY (OR ANY OFFICER, DIRECTOR, EMPLOYEE OR REPRESENTATIVE THEREOF) WITH RESPECT TO THE SUBJECT MATTER HEREOF.

Term. The initial term of service will be as set forth on the Order Form(s) and shall commence once all of the customer's services are switched to Magellan Hill Technologies. The service term will automatically extend, for an amount of time equal to the original term, unless Customer notifies Company in writing of its intent not to renew at least thirty (30) days prior to the end of the then current service term via certified return receipt mail. Order Cancellation and Early Termination Fees, as applicable, shall apply in the event that (i) Customer cancels a service order prior to the commencement of the initial service term, (ii) if Customer discontinues the Services prior to the end of the then current service term, or (iii) Company terminates the Services as a result of Customer's breach of these Terms and Conditions.

Authorized Name (Print)	MHT Representative	Brad Bono
Authorized Title	MHT Rep Title	President/CEO
Authorized Signature	MHT Rep Signature	
Date	Date	

30 Washington Ave. Suite D11  
Haddonfield, NJ 08033  
Tel: (856) 795-9500  
Fax: (856) 425-4025

Except as provided above, [for termination for cause.] if the customer discontinues service in whole or part before the expiration of this agreement, the customer is liable for an amount equal to a \$65.00 charge per line (or Monthly Recurring Charges for each T1) for each month of service remaining on the contract.

**Rates and Charges.** Rates and charges for the Services are set forth on the Order Form(s), or, if not so listed, on Company's standard pricing list. All listed rates and charges are exclusive of federal, state and local sales, use, value added, excise, duty and other taxes, as well as amount(s) paid by Company, directly or indirectly, to governmental authorities or other entities at the direction of governmental authorities, which taxes and amounts may be passed on to Customer by Company, with associated administrative fees. Installation, change, expedite, disconnection, reconnection, repair and other non-recurring charges may apply.

**Security Deposit:** Company reserves the right to require a security deposit from Customer at any time based on Company's assessment of Customer's credit status and payment history.

**Termination.** Company may temporary suspend or permanently terminate provision of the Services without notice or liability to Customer (a) in the event that Customer (i) fails to timely pay any amount due to Company (ii) provides insufficient or fraudulent billing information, or (iii) violates these Terms and Conditions, Company's Acceptable Use Policy, the Tariffs, or applicable laws or governmental rules or regulations; (b) by reason of an order of a court or regulatory or other governmental authority; (c) upon institution by or against Customer of a proceeding for relief under the Bankruptcy Code, the insolvency of Customer or the appointment of an order of a court or regulatory or other governmental authority; (c) upon institution by or against Customer of a proceeding for relief under the Bankruptcy Code, the insolvency of Customer or the appointment of a receiver of Customer's property; or (d) Company deems such action necessary to protect itself or third parties against fraud or to protect its personnel, agents, or services provided however that such suspensions or termination of the Services shall not relieve Customer of its obligation to pay charges due for its remaining service term.

In such event, company may also pursue such other remedies as may be available to it at law or in equity.

Neither termination nor expiration of Customer's service arrangement shall relieve Customer of liabilities previously accrued hereunder.

**Dispute Resolution.** All invoice disputes must be submitted by customer within 90 days of receipt of invoice. The parties shall attempt to resolve all disputes in the spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collections of amounts due for the Services and requests for injunctive relief) shall be the subject of mandatory arbitration. Such arbitration shall be conducted in accordance with the U.S. Arbitration Act (Title 9, U.S. Code) and under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in New Jersey. The decision of the arbitrator shall be final and binding upon the parties. Judgment upon the arbitration award may be entered in any court of competent jurisdiction.

**Authorization to Use CPNI** Customer hereby authorizes Company to use and to disclose and permit access by its affiliates and partners to Customer's customer proprietary network information ("CPNI") in order to enhance Company's ability to offer products and services tailored to Customer's needs. CPNI is information that relates to the quantity, technical configuration, type, destination and amount of use of the Services by Customer and that is made available to Company solely as a result of Company's provision of the Services to Customer. Under federal law, Company has a duty to protect Customer's CPNI and Customer has the right to prohibit certain use of its CPNI. Although Customer's authorization to Company to use, disclose and permit access to Customer's CPNI will remain in effect until Customer affirmatively disclose and permit access to Customer's CPNI will not affect Company's provision of the Service to Customer.

By signing attached or below, I/we agree to the terms and conditions of this Agreement, as well as the terms and conditions posted on the website [www.magellanhill.com](http://www.magellanhill.com) and / or any Magellan Hill Technologies applicable state or federal tariffs.

#### CONSENT AGREEMENT

The above signed hereby consent(s) to Magellan Hill's use of a business credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and /or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Magellan Hill to utilize a business credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

## **EXHIBIT J**

### **List of Ohio Exchanges**

8/12/2009

**Proposed Market Area (PMA) for  
CLECs Provision of Local Service**

**Company Name:** Magellan Hill Technologies, LLC *Select All AT&T Ohio*  
**dba:**  *Select All United Telephone dba Embarq*  
**Certificate Number:**  *Select All Verizon North*  
*Select All Cincinnati Bell*

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

\* Hanover was inadvertently omitted from the exchange name which was updated on 9-6-06.

ILEC	COUNTY	EXCHANGE	PMA
Arcadia	HANCOCK	Arcadia	
Arthur Mutual	PAULDING	Arthur	
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	COSHOCKTON	Conesville	X
AT&T Ohio	COSHOCKTON	Coshockton	X
AT&T Ohio	COSHOCKTON	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

8/12/2009

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

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	Cheshlre	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





Proposed Market Area (PMA) for  
CLECs Provision of Local Service

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	Coming	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

8/12/2009

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

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
Ayersville	DEFIANCE	Ayersville	
Bascom Mutual	SENECA	Bascom	
Benton Ridge	HANCOCK	Benton Ridge	
Benton Ridge	HENRY	New Bavaria	
Benton Ridge	PUTNAM	North Creek	
Buckland	AUGLAIZE	Buckland	
CC&S Telco	WILLIAMS	Cooney	
Century	ERIE	Birmingham	
Century	ERIE	Vermilion	
Century	LORAIN	Amherst	
Century	LORAIN	Avon	
Century	LORAIN	Avon Lake	
Century	LORAIN	Lorain	
Champaign	CHAMPAIGN	Terre Haute	

8/12/2009

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Champaign	CHAMPAIGN	Urbana	
Chillicothe	ROSS	Bainbridge [ROS]	
Chillicothe	ROSS	Bourneville	
Chillicothe	ROSS	Chillicothe	
Chillicothe	ROSS	Clarksburg	
Chillicothe	ROSS	Frankfort	
Chillicothe	ROSS	Hallsville	
Chillicothe	ROSS	Kingston	
Chillicothe	ROSS	Londonderry	
Chillicothe	ROSS	Massieville	
Chillicothe	ROSS	Richmondale	
Cincinnati Bell	BUTLER	Bethany-West Chester	X
Cincinnati Bell	BUTLER	Hamilton	X
Cincinnati Bell	BUTLER	Reily	X
Cincinnati Bell	BUTLER	Seven Mile	X
Cincinnati Bell	BUTLER	Shandon	X
Cincinnati Bell	CLERMONT	Bethel	X
Cincinnati Bell	CLERMONT	Clermont	X
Cincinnati Bell	CLERMONT	Little Miami	X
Cincinnati Bell	CLERMONT	Newtownsville	X
Cincinnati Bell	CLERMONT	Williamsburg	X
Cincinnati Bell	HAMILTON	Cincinnati	X
Cincinnati Bell	HAMILTON	Harrison	X
Columbus Grove	PUTNAM	Columbus Grove	
Conneaut	ASHTABULA	Conneaut	
Continental	PAULDING	Grover Hill	
Continental	PUTNAM	Continental	
Continental	PUTNAM	Miller City	
Doylestown	WAYNE	Doylestown	
Farmers Mutual	HENRY	Okolona	
Fort Jennings	PUTNAM	Fort Jennings	
Germantown	MONTGOMERY	Germantown	
Glandorf	PUTNAM	Glandorf	
Kalida	PUTNAM	Kalida	
Little Miami	BROWN	Fayetteville	
Little Miami	WARREN	Butterville	
McClure	HENRY	McClure	
Middle Point Home	VAN WERT	Middle Point	
Minford	SCIOTO	Minford	
New Knoxville	AUGLAIZE	New Knoxville	
Nova	ASHLAND	Nova	
Nova	ASHLAND	Sullivan	
Oakwood	PAULDING	Oakwood	
Orwell	ASHTABULA	Colebrook	
Orwell	ASHTABULA	Orwell	
Orwell	ASHTABULA	Windsor	
Orwell	HANCOCK	Mount Cory	
Orwell	PUTNAM	Belmore	
Orwell	PUTNAM	Gilboa	
Orwell	PUTNAM	Leipsic	
Orwell	PUTNAM	Pandora	
Orwell	TRUMBULL	North Bloomfield	
Ottoville Mutual	PUTNAM	Cloverdale	
Ottoville Mutual	PUTNAM	Ottoville	

8/12/2009

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Pattersonville	CARROLL	Pattersonville
Ridgeville	HENRY	Ridgeville Corners
Sherwood Mutual	DEFIANCE	Sherwood
Sycamore	SENECA	McCutcheonville
Sycamore	SENECA	Melmore
Sycamore	WYANDOT	Sycamore
Telephone Service Co	AUGLAIZE	Cridersville
Telephone Service Co	AUGLAIZE	Wapakoneta
United of Indiana	DARKE	Union City
United Telephone dba Embarq	ALLEN	Beaverdam
United Telephone dba Embarq	ALLEN	Bluffton
United Telephone dba Embarq	ALLEN	Cairo
United Telephone dba Embarq	ALLEN	Delphos
United Telephone dba Embarq	ALLEN	Elida
United Telephone dba Embarq	ALLEN	Gomer
United Telephone dba Embarq	ALLEN	Lafayette
United Telephone dba Embarq	ALLEN	Lima
United Telephone dba Embarq	ALLEN	Westminster
United Telephone dba Embarq	ASHTABULA	Andover
United Telephone dba Embarq	ASHTABULA	Jefferson
United Telephone dba Embarq	ASHTABULA	New Lyme
United Telephone dba Embarq	ATHENS	Glouster
United Telephone dba Embarq	AUGLAIZE	Waynesfield
United Telephone dba Embarq	CHAMPAIGN	North Lewisburg
United Telephone dba Embarq	CHAMPAIGN	Rosewood
United Telephone dba Embarq	CRAWFORD	Bucyrus
United Telephone dba Embarq	CRAWFORD	Chatfield
United Telephone dba Embarq	CRAWFORD	Lykens
United Telephone dba Embarq	CRAWFORD	New Winchester
United Telephone dba Embarq	DARKE	Ansonia
United Telephone dba Embarq	DARKE	Arcanum
United Telephone dba Embarq	DARKE	Bradford
United Telephone dba Embarq	DARKE	Gettysburg
United Telephone dba Embarq	DARKE	Greenville
United Telephone dba Embarq	DARKE	Hollansburg
United Telephone dba Embarq	DARKE	New Madison
United Telephone dba Embarq	DARKE	Rosburg
United Telephone dba Embarq	DARKE	Versailles
United Telephone dba Embarq	DEFIANCE	Defiance
United Telephone dba Embarq	DEFIANCE	Jewell
United Telephone dba Embarq	DELAWARE	Sunbury
United Telephone dba Embarq	FULTON	Archbold
United Telephone dba Embarq	FULTON	Lyons
United Telephone dba Embarq	FULTON	Metamora
United Telephone dba Embarq	FULTON	Swanton
United Telephone dba Embarq	FULTON	Wauseon
United Telephone dba Embarq	HARDIN	Ada
United Telephone dba Embarq	HARDIN	Alger
United Telephone dba Embarq	HARDIN	Dunkirk
United Telephone dba Embarq	HARDIN	Mount Victory
United Telephone dba Embarq	HARDIN	Ridgeway
United Telephone dba Embarq	HENRY	Deshler
United Telephone dba Embarq	HENRY	Florida
United Telephone dba Embarq	HENRY	Gerald

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

United Telephone dba Embarq	HENRY	Grelton-Malinta
United Telephone dba Embarq	HENRY	Hamler
United Telephone dba Embarq	HENRY	Holgate
United Telephone dba Embarq	HENRY	Liberty Center
United Telephone dba Embarq	HENRY	Napoleon
United Telephone dba Embarq	HOLMES	Big Prairie
United Telephone dba Embarq	HOLMES	Glenmont
United Telephone dba Embarq	HOLMES	Holmesville
United Telephone dba Embarq	HOLMES	Killbuck
United Telephone dba Embarq	HOLMES	Millersburg
United Telephone dba Embarq	HOLMES	Nashville
United Telephone dba Embarq	KNOX	Centerburg
United Telephone dba Embarq	KNOX	Danville [KNO]
United Telephone dba Embarq	KNOX	Fredericktown
United Telephone dba Embarq	KNOX	Gambier
United Telephone dba Embarq	KNOX	Martinsburg
United Telephone dba Embarq	KNOX	Mount Vernon
United Telephone dba Embarq	LICKING	Alexandria
United Telephone dba Embarq	LICKING	Croton
United Telephone dba Embarq	LICKING	Hebron
United Telephone dba Embarq	LICKING	Johnstown
United Telephone dba Embarq	LICKING	Pataskala
United Telephone dba Embarq	LICKING	Utica-Homer
United Telephone dba Embarq	LOGAN	Belle Center
United Telephone dba Embarq	LOGAN	Bellefontaine
United Telephone dba Embarq	LOGAN	De Graff
United Telephone dba Embarq	LOGAN	East Liberty
United Telephone dba Embarq	LOGAN	Huntsville
United Telephone dba Embarq	LOGAN	Rushsylvania
United Telephone dba Embarq	LOGAN	Russells Point
United Telephone dba Embarq	LOGAN	West Liberty
United Telephone dba Embarq	LOGAN	West Mansfield
United Telephone dba Embarq	LUCAS	Richfield Center-Berkey
United Telephone dba Embarq	LUCAS	Waterville
United Telephone dba Embarq	MAHONING	Berlin Center
United Telephone dba Embarq	MAHONING	Damascus
United Telephone dba Embarq	MAHONING	North Benton
United Telephone dba Embarq	MARION	Caledonia
United Telephone dba Embarq	MERCER	Rockford
United Telephone dba Embarq	MORGAN	Chesterhill
United Telephone dba Embarq	MORGAN	McConnelsville
United Telephone dba Embarq	MORGAN	Pennsville
United Telephone dba Embarq	MORGAN	Reinersville-Hackney
United Telephone dba Embarq	MORGAN	Stockport
United Telephone dba Embarq	MORROW	Cardington
United Telephone dba Embarq	MORROW	Chesterville
United Telephone dba Embarq	MORROW	Johnsville
United Telephone dba Embarq	MORROW	Marengo
United Telephone dba Embarq	MORROW	Mount Gilead
United Telephone dba Embarq	MUSKINGUM	Adamsville
United Telephone dba Embarq	MUSKINGUM	Fazeysburg
United Telephone dba Embarq	PERRY	Crooksville
United Telephone dba Embarq	PERRY	Junction City
United Telephone dba Embarq	PICKAWAY	Mount Sterling

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

United Telephone dba Embarq	PORTAGE	Lake Milton
United Telephone dba Embarq	PORTAGE	Wayland
United Telephone dba Embarq	PORTAGE	Windham
United Telephone dba Embarq	PREBLE	Camden
United Telephone dba Embarq	PREBLE	Eaton
United Telephone dba Embarq	PREBLE	Eldorado
United Telephone dba Embarq	PREBLE	New Paris
United Telephone dba Embarq	PREBLE	West Manchester
United Telephone dba Embarq	PUTNAM	Ottawa
United Telephone dba Embarq	RICHLAND	Adario
United Telephone dba Embarq	RICHLAND	Bellville
United Telephone dba Embarq	RICHLAND	Butler
United Telephone dba Embarq	RICHLAND	Lexington
United Telephone dba Embarq	RICHLAND	Lucas
United Telephone dba Embarq	RICHLAND	Mansfield
United Telephone dba Embarq	RICHLAND	Shelby
United Telephone dba Embarq	RICHLAND	Shiloh
United Telephone dba Embarq	SANDUSKY	Woodville
United Telephone dba Embarq	SENECA	Green Springs
United Telephone dba Embarq	SENECA	Old Fort
United Telephone dba Embarq	SHELBY	Anna
United Telephone dba Embarq	SHELBY	Botkins
United Telephone dba Embarq	SHELBY	Fort Loramie
United Telephone dba Embarq	SHELBY	Jackson Center
United Telephone dba Embarq	SHELBY	Sidney
United Telephone dba Embarq	TRUMBULL	Bristolville
United Telephone dba Embarq	TRUMBULL	Cortland
United Telephone dba Embarq	TRUMBULL	Greene
United Telephone dba Embarq	TRUMBULL	Hartford
United Telephone dba Embarq	TRUMBULL	Johnston
United Telephone dba Embarq	TRUMBULL	Kinsman
United Telephone dba Embarq	TRUMBULL	Newton Falls
United Telephone dba Embarq	TRUMBULL	Warren
United Telephone dba Embarq	UNION	Byhalia
United Telephone dba Embarq	UNION	Magnetic Springs
United Telephone dba Embarq	UNION	Marysville
United Telephone dba Embarq	UNION	Milford Center
United Telephone dba Embarq	UNION	Raymond
United Telephone dba Embarq	UNION	York Center
United Telephone dba Embarq	VAN WERT	Van Wert
United Telephone dba Embarq	VAN WERT	Venedocia
United Telephone dba Embarq	WARREN	Lebanon
United Telephone dba Embarq	WARREN	Mason
United Telephone dba Embarq	WARREN	Morrow
United Telephone dba Embarq	WARREN	South Lebanon
United Telephone dba Embarq	WARREN	Waynesville
United Telephone dba Embarq	WASHINGTON	Bartlett
United Telephone dba Embarq	WAYNE	Apple Creek
United Telephone dba Embarq	WAYNE	Fredericksburg
United Telephone dba Embarq	WAYNE	Kidron
United Telephone dba Embarq	WAYNE	Marshallville
United Telephone dba Embarq	WAYNE	Orrville
United Telephone dba Embarq	WAYNE	Rittman
United Telephone dba Embarq	WAYNE	Shreve

8/12/2009

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

United Telephone dba Embarq	WAYNE	Smithville	
United Telephone dba Embarq	WAYNE	Sterling	
United Telephone dba Embarq	WAYNE	Wooster	
United Telephone dba Embarq	WILLIAMS	Stryker	
United Telephone dba Embarq	WOOD	Bloomdale	
United Telephone dba Embarq	WOOD	Cygnat	
United Telephone dba Embarq	WOOD	Luckey	
United Telephone dba Embarq	WOOD	Moline	
United Telephone dba Embarq	WOOD	Portage	
United Telephone dba Embarq	WOOD	Risingsun	
United Telephone dba Embarq	WOOD	Stony Ridge	
Vanlue	HANCOCK	Vanlue	
Vaughnsville	PUTNAM	Vaughnsville	
Verizon North	ADAMS	Manchester [ADA]	X
Verizon North	ADAMS	Peebles	X
Verizon North	ADAMS	Seaman	X
Verizon North	ADAMS	West Union	X
Verizon North	ALLEN	Spencerville	X
Verizon North	ASHLAND	Ashland	X
Verizon North	ASHLAND	Hayesville	X
Verizon North	ASHLAND	Loudonville	X
Verizon North	ASHLAND	Perrysville	X
Verizon North	ASHLAND	Polk	X
Verizon North	ASHLAND	Redhaw	X
Verizon North	ASHLAND	Savannah	X
Verizon North	ATHENS	Albany	X
Verizon North	ATHENS	Amesville	X
Verizon North	ATHENS	Athens	X
Verizon North	ATHENS	Guysville	X
Verizon North	ATHENS	New Marshfield	X
Verizon North	ATHENS	Shade	X
Verizon North	ATHENS	The Plains	X
Verizon North	AUGLAIZE	Minster	X
Verizon North	AUGLAIZE	New Bremen	X
Verizon North	AUGLAIZE	St. Marys	X
Verizon North	BELMONT	Flushing	X
Verizon North	BROWN	Decatur	X
Verizon North	BROWN	Georgetown	X
Verizon North	BROWN	Hamersville	X
Verizon North	BROWN	Higginsport	X
Verizon North	BROWN	Mount Orab	X
Verizon North	BROWN	Russellville	X
Verizon North	BROWN	Sardinia	X
Verizon North	BUTLER	Morning Sun	X
Verizon North	BUTLER	Oxford	X
Verizon North	CARROLL	Carrollton	X
Verizon North	CARROLL	Dellroy	X
Verizon North	CARROLL	Harlem Springs	X
Verizon North	CARROLL	Malvern	X
Verizon North	CARROLL	Mechanicstown	X
Verizon North	CHAMPAIGN	Mechanicsburg	X
Verizon North	CHAMPAIGN	Woodstock	X
Verizon North	CLARK	Catawba	X
Verizon North	CLERMONT	Felicity	X

8/12/2009

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Verizon North	CLINTON	Blanchester	X
Verizon North	CLINTON	Clarksville	X
Verizon North	CLINTON	Martinsville	X
Verizon North	CLINTON	New Burlington	X
Verizon North	CLINTON	New Vienna	X
Verizon North	CLINTON	Port William	X
Verizon North	CLINTON	Sabina	X
Verizon North	CLINTON	Wilmington	X
Verizon North	COLUMBIANA	East Rochester	X
Verizon North	COLUMBIANA	Hanoverton	X
Verizon North	COLUMBIANA	North Georgetown	X
Verizon North	COLUMBIANA	Winona	X
Verizon North	COSHOCTON	Cooperdale	X
Verizon North	COSHOCTON	Warsaw	X
Verizon North	CRAWFORD	Crestline	X
Verizon North	CRAWFORD	Galion	X
Verizon North	CRAWFORD	New Washington	X
Verizon North	DARKE	North Star	X
Verizon North	DARKE	Yorkshire	X
Verizon North	DEFIANCE	Hicksville	X
Verizon North	DEFIANCE	Ney	X
Verizon North	DELAWARE	Ashley	X
Verizon North	DELAWARE	Cheshire Center	X
Verizon North	DELAWARE	Delaware	X
Verizon North	DELAWARE	Kilbourne	X
Verizon North	DELAWARE	Ostrander	X
Verizon North	DELAWARE	Radnor	X
Verizon North	DELAWARE	Rathbone	X
Verizon North	ERIE	Berlin Heights	X
Verizon North	ERIE	Huron	X
Verizon North	ERIE	Kelleys Island	X
Verizon North	ERIE	Milan	X
Verizon North	FAIRFIELD	Amanda	X
Verizon North	FAIRFIELD	Baltimore	X
Verizon North	FAIRFIELD	Bremen	X
Verizon North	FAIRFIELD	Millersport	X
Verizon North	FAIRFIELD	Pleasantville	X
Verizon North	FULTON	Fayette	X
Verizon North	GUERNSEY	Byesville	X
Verizon North	GUERNSEY	Cambridge	X
Verizon North	HANCOCK	Arlington	X
Verizon North	HANCOCK	Jenera	X
Verizon North	HANCOCK	McComb	X
Verizon North	HANCOCK	Mount Blanchard	X
Verizon North	HANCOCK	Rawson	X
Verizon North	HANCOCK	Van Buren	X
Verizon North	HARDIN	Forest	X
Verizon North	HARRISON	Bowerston	X
Verizon North	HARRISON	Cadiz	X
Verizon North	HARRISON	Freeport	X
Verizon North	HARRISON	Jewett	X
Verizon North	HARRISON	Scio	X
Verizon North	HIGHLAND	Greenfield	X
Verizon North	HIGHLAND	Leesburg	X



8/12/2009

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Verizon North	HIGHLAND	Lynchburg	X
Verizon North	HIGHLAND	Mowrystown	X
Verizon North	HIGHLAND	Sinking Spring	X
Verizon North	HOCKING	Laurelville	X
Verizon North	HOCKING	Logan	X
Verizon North	HOLMES	Berlin	X
Verizon North	HOLMES	Lakeville	X
Verizon North	HURON	Bellevue	X
Verizon North	HURON	Greenwich	X
Verizon North	HURON	Monroeville	X
Verizon North	HURON	New London	X
Verizon North	HURON	Norwalk	X
Verizon North	HURON	Wakeman	X
Verizon North	HURON	Willard	X
Verizon North	JACKSON	Jackson	X
Verizon North	JACKSON	Oak Hill	X
Verizon North	JACKSON	Wellston	X
Verizon North	JEFFERSON	Adena	X
Verizon North	JEFFERSON	Amsterdam	X
Verizon North	JEFFERSON	Bergholz	X
Verizon North	JEFFERSON	Brilliant	X
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant	X
Verizon North	JEFFERSON	Knoxville	X
Verizon North	JEFFERSON	Richmond	X
Verizon North	JEFFERSON	Smithfield	X
Verizon North	JEFFERSON	Tiltonsville	X
Verizon North	LAWRENCE	Chesapeake	X
Verizon North	LORAIN	Grafton	X
Verizon North	LORAIN	North Eaton	X
Verizon North	LORAIN	Oberlin	X
Verizon North	LORAIN	Wellington	X
Verizon North	LUCAS	Curtice-Oregon	X
Verizon North	LUCAS	Sylvania	X
Verizon North	MADISON	Resaca	X
Verizon North	MARION	Green Camp	X
Verizon North	MARION	Larue	X
Verizon North	MARION	Marion	X
Verizon North	MARION	Morral	X
Verizon North	MARION	Prospect	X
Verizon North	MARION	Waldo	X
Verizon North	MEDINA	Brunswick	X
Verizon North	MEDINA	Chatham	X
Verizon North	MEDINA	Homerville	X
Verizon North	MEDINA	Lodi	X
Verizon North	MEDINA	Medina	X
Verizon North	MEDINA	Seville	X
Verizon North	MEDINA	Sharon Center	X
Verizon North	MEDINA	Spencer	X
Verizon North	MEDINA	Valley City	X
Verizon North	MEDINA	Wadsworth	X
Verizon North	MEDINA	Westfield Center	X
Verizon North	MEIGS	Letart Falls	X
Verizon North	MEIGS	Pomeroy	X
Verizon North	MEIGS	Portland	X

8/12/2009

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Verizon North	MERCER	Celina	X
Verizon North	MERCER	Coldwater	X
Verizon North	MERCER	Fort Recovery	X
Verizon North	MERCER	Maria Stein	X
Verizon North	MERCER	Mendon	X
Verizon North	MIAMI	Laura	X
Verizon North	MIAMI	Tipp City	X
Verizon North	MIAMI	Troy	X
Verizon North	MIAMI	West Milton	X
Verizon North	MONTGOMERY	Brookville	X
Verizon North	MONTGOMERY	Englewood	X
Verizon North	MONTGOMERY	Farmersville	X
Verizon North	MONTGOMERY	Liberty	X
Verizon North	MONTGOMERY	New Lebanon	X
Verizon North	MONTGOMERY	Phillipsburg	X
Verizon North	MONTGOMERY	Trotwood	X
Verizon North	MUSKINGUM	New Concord	X
Verizon North	NOBLE	Caldwell	X
Verizon North	NOBLE	Dexter City	X
Verizon North	NOBLE	Summerfield	X
Verizon North	OTTAWA	Elmore	X
Verizon North	OTTAWA	Genoa	X
Verizon North	OTTAWA	Marblehead	X
Verizon North	OTTAWA	Oak Harbor	X
Verizon North	OTTAWA	Port Clinton	X
Verizon North	OTTAWA	Put-In-Bay	X
Verizon North	PAULDING	Antwerp	X
Verizon North	PAULDING	Payne	X
Verizon North	PICKAWAY	Ashville	X
Verizon North	PICKAWAY	Circleville	X
Verizon North	PICKAWAY	Williamsport	X
Verizon North	PIKE	Beaver	X
Verizon North	PIKE	Idaho	X
Verizon North	PIKE	Piketon	X
Verizon North	PIKE	Waverly	X
Verizon North	PORTAGE	Garrettsville	X
Verizon North	PREBLE	Gratis	X
Verizon North	PREBLE	Lewisburg	X
Verizon North	PREBLE	West Alexandria	X
Verizon North	RICHLAND	Plymouth	X
Verizon North	SANDUSKY	Clyde	X
Verizon North	SANDUSKY	Gibsonburg	X
Verizon North	SANDUSKY	Helena	X
Verizon North	SCIOTO	Portsmouth	X
Verizon North	SENECA	Attica	X
Verizon North	SENECA	Bettsville	X
Verizon North	SENECA	Bloomville	X
Verizon North	SENECA	Republic	X
Verizon North	STARK	Beach City	X
Verizon North	STARK	Brewster	X
Verizon North	STARK	Minerva	X
Verizon North	STARK	Paris	X
Verizon North	STARK	Wilmot	X
Verizon North	SUMMIT	Montrose [SUM]	X

8/12/2009

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Windstream Ohio	MIAMI	Covington
Windstream Ohio	MIAMI	Pleasant Hill
Windstream Ohio	PAULDING	Paulding
Windstream Western Reserve	ASHTABULA	Ashtabula
Windstream Western Reserve	ASHTABULA	Austinburg
Windstream Western Reserve	ASHTABULA	Dorset
Windstream Western Reserve	ASHTABULA	Geneva
Windstream Western Reserve	ASHTABULA	Kingsville
Windstream Western Reserve	ASHTABULA	Pierpont
Windstream Western Reserve	ASHTABULA	Rock Creek
Windstream Western Reserve	ASHTABULA	Trumbull
Windstream Western Reserve	ATHENS	Coolville
Windstream Western Reserve	BELMONT	Centerville [BEL]
Windstream Western Reserve	BELMONT	Morristown
Windstream Western Reserve	BELMONT	Powhatan Point
Windstream Western Reserve	GEAUGA	Bainbridge [GEA]
Windstream Western Reserve	GEAUGA	Chardon
Windstream Western Reserve	GEAUGA	East Claridon
Windstream Western Reserve	GEAUGA	Huntsburg
Windstream Western Reserve	GEAUGA	Middlefield
Windstream Western Reserve	GEAUGA	Montville
Windstream Western Reserve	GEAUGA	Newbury
Windstream Western Reserve	GEAUGA	Parkman
Windstream Western Reserve	GEAUGA	Russell
Windstream Western Reserve	GEAUGA	Thompson
Windstream Western Reserve	GUERNSEY	Cumberland
Windstream Western Reserve	GUERNSEY	Fairview
Windstream Western Reserve	GUERNSEY	Old Washington
Windstream Western Reserve	GUERNSEY	Quaker City
Windstream Western Reserve	HARRISON	Hopedale
Windstream Western Reserve	JEFFERSON	Bloomington
Windstream Western Reserve	LAKE	Madison
Windstream Western Reserve	LAKE	Perry
Windstream Western Reserve	MEDINA	Hinckley
Windstream Western Reserve	MEIGS	Chester
Windstream Western Reserve	PORTAGE	Aurora
Windstream Western Reserve	PORTAGE	Hiram
Windstream Western Reserve	SUMMIT	Hudson
Windstream Western Reserve	SUMMIT	Northfield
Windstream Western Reserve	SUMMIT	Peninsula
Windstream Western Reserve	SUMMIT	Richfield
Windstream Western Reserve	SUMMIT	Twinsburg
Windstream Western Reserve	TRUMBULL	Mesopotamia
Windstream Western Reserve	WASHINGTON	Little Hocking