

# Large Filing Separator Sheet

CASE NUMBER: 09-1805-TP-ACE

FILE DATE: 11/16/09

SECTION: PART 3 OF 3

NUMBER OF PAGES: 48

DESCRIPTION OF DOCUMENT:

NEW CASE - APPLICATION OF  
INTELEPEER, INC.

- (i) amend this Corporation's Restated Certificate or its Bylaws;
- (ii) authorize or issue or obligate itself to issue, any equity security (including any other security convertible into or exercisable for any such equity security) except for compensatory issuances and in lease, borrowing and comparable transactions, in each such case, without first obtaining the approval of (i) the Series C Director and (ii) the Series B Director;
- (iii) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares at cost of Common Stock from employees, officers, directors, consultants or other persons performing services for this Corporation or any subsidiary pursuant to agreements under which this Corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or service, or pursuant to a right of first refusal, with the approval of the Series C Director and the Series B Director;
- (iv) declare or pay a dividend to or distribute any property to holders of Common Stock or holders of Series A Preferred Stock, except as required in connection with a Liquidation Event;
- (v) authorize the liquidation, dissolution, recapitalization, reorganization or filing for bankruptcy of this Corporation;
- (vi) prior to October 31, 2011, consummate a Liquidation Event, unless the per share proceeds distributable to the holders of Series C Preferred Stock, free of any restrictions or contingencies (including, but not limited to, any proceeds subject to an "earn out" or similar contingency, or subject to escrow or similar risk of forfeiture), is equal to or exceeds three times (3x) the Original Issuance Price per share of Series C Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to the Series C Preferred Stock);
- (vii) materially change the nature of the Corporation's business;
- (viii) change the authorized number of directors of this Corporation or delegate substantial board authority to committees;
- (ix) authorize the issuance of any securities by a subsidiary of the Corporation to any other person other than the Corporation;
- (x) authorize the increase of the number of shares issuable under any stock option or purchase plan without first obtaining the approval of (i) the Series C Director and (ii) the Series B Director;
- (xi) transact with an affiliate or stockholder other than in the ordinary course of business; or
- (xii) authorize or issue debt instruments that obligate the Corporation to repay more than \$5,000,000 of principal.
- (o) The Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the holders of 65% of the then outstanding shares of Series B Preferred Stock (i) alter or change the rights, preferences or

privileges of the shares of the Series B Preferred Stock in a manner that would materially and adversely affect such shares in a manner different than the Series C Preferred Stock or (ii) authorize additional shares of Series B Preferred Stock.

(p) The Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the then outstanding shares of Series C Preferred Stock (i) alter or change the rights, preferences or privileges of the shares of the Series C Preferred Stock in a manner that would materially and adversely affect such shares in a manner different than the Series B Preferred Stock or (ii) authorize additional shares of Series C Preferred Stock.

7. Status of Converted Stock. In the event any shares of Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be issuable by this Corporation. The Restated Certificate of this Corporation shall be appropriately amended to effect the corresponding reduction in this Corporation's authorized capital stock.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article IV(C).

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of this Corporation legally available therefor, any dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of this Corporation, the assets of this Corporation shall be distributed as provided in Section 2 of Article IV(B) hereof.

3. Redemption. The Common Stock is not redeemable at the option of the holder.

4. Voting Rights. The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

## ARTICLE V

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

A. The Board of Directors of this Corporation is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation.

B. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

C. The books of the Corporation may be kept at such place within or without the State of Delaware as the Bylaws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

## ARTICLE VI

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

## ARTICLE VII

A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that exculpation from liability is not permitted under the General Corporation Law as now in effect or as it may hereafter be amended. No amendment or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

## ARTICLE VIII

The Corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request shall advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was or has agreed to be a director or officer of the Corporation or while a director or officer is or was serving at the request of the Corporation as a director, officer, partner, member, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including, without limitation, service with respect to employee benefit plans, against expenses (including, without limitation, attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement incurred in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing shall not require the Corporation to indemnify or advance expenses to any person in connection with, any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. Such indemnification and advancement of expenses shall not be exclusive of other indemnification rights arising as a matter of law, under any Bylaw, agreement, vote of directors or stockholders or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall inure to the benefit of the heirs and legal representatives of such person. Any person seeking indemnification under this Article VIII shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection of a director or officer of the Corporation with respect to any acts or omissions of such director or officer occurring prior to such repeal or modification.

The Corporation shall have the power to purchase and maintain, at its expense, insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law or the terms of the Restated Certificate.

#### ARTICLE IX

To the maximum extent permitted from time to time under the law of the State of Delaware, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its officers, directors or stockholders or the affiliates of the foregoing, other than those officers, directors, stockholders or affiliates who are employees of the Corporation. No amendment or repeal of this Article IX shall apply to or have any effect on the liability or alleged liability of any such officer, director, stockholder or affiliate for or with respect to any business opportunities of which such officer, director, stockholder or affiliate becomes aware prior to such amendment or repeal.

#### ARTICLE X

In accordance with Section 203(b)(1) of the General Corporation Law relating to the application of Section 203 thereof, the Corporation shall not be governed by Section 203 of the General Corporation Law.

#### ARTICLE XI

To the maximum extent permitted from time to time under the law of the State of Delaware, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its officers, directors or stockholders or the affiliates of the foregoing, other than those officers, directors, stockholders or affiliates who are employees of the Corporation. No amendment or repeal of this Article XI shall apply to or have any effect on the liability or alleged liability of any such officer, director, stockholder or affiliate for or with respect to any business opportunities of which such officer, director, stockholder or affiliate becomes aware prior to such amendment or repeal.

#### ARTICLE XII

To the extent that this Corporation is subject to Section 2115 of the California General Corporation Law, in connection with repurchases by this Corporation of its Common Stock from employees, officers, directors, advisors, consultants or other persons performing services for this Corporation or any subsidiary pursuant to agreements under which this Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment, Sections 502 and 503 of the California Corporations Code shall not apply in all or in part with respect to such repurchases.

#### ARTICLE XIII

The Corporation reserves the right to amend or repeal any provision contained in this Restated Certificate, in the manner now or hereafter prescribed by statute, and all rights conferred upon a stockholder are granted subject to this reservation.

\* \* \*

**THIRD:** The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said Corporation in accordance with Section 228 of the General Corporation Law.

**FOURTH:** That said Restated Certificate, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Certificate of Incorporation to be executed by Andre Simone, its Chief Financial Officer, this 31st day of October, 2008.

IntelePeer, Inc.

/s/ Andre Simone  
Andre Simone, Chief Financial Officer

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CORRECTION OF "INTELEPEER, INC.", FILED IN THIS OFFICE ON THE FIFTH DAY OF NOVEMBER, A.D. 2008, AT 4:03 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4231218 8100

081094455

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

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6953539

DATE: 11-06-08



**CERTIFICATE OF CORRECTION FILED TO  
CORRECT AN ERROR IN THE  
AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION OF  
INTELEPEER, INC.  
FILED IN THE OFFICE OF THE SECRETARY OF STATE OF THE  
STATE OF DELAWARE ON OCTOBER 31, 2008**

IntelPeet, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is IntelPeet, Inc.
2. An Amended and Restated Certificate of Incorporation (the "Restated Certificate") was filed with the Secretary of State of the State of Delaware on October 31, 2008, and said Restated Certificate requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.
3. The inaccuracy or defect of said Restated Certificate to be corrected is as follows: subsections (i), (ii), (iii) and (iv) of Article IV, Section B(5)(m) should have expressly provided for removal of directors by "vote or written consent" of the applicable stockholders.
4. Article IV, Section B(5)(m) is corrected to read in its entirety as follows:
  - (i) As long as any shares of Series B Preferred Stock remain outstanding, the holders of such shares of Series B Preferred Stock, voting as a separate series, shall be entitled to elect one (1) director of this Corporation at any election of directors (the "Series B Director"). The Series B Director may be removed from the Board only by the affirmative vote or written consent of the holders of a majority of the Series B Preferred Stock voting as a separate series.
  - (ii) As long as any shares of Series C Preferred Stock remain outstanding, the holders of such shares of Series C Preferred Stock, voting as a separate series, shall be entitled to elect one (1) director of this Corporation at any election of directors (the "Series C Director"). The Series C Director may be removed from the Board only by the affirmative vote or written consent of the holders of a majority of the Series C Preferred Stock voting as a separate series.
  - (iii) The holders of outstanding Common Stock, voting as a separate class, shall be entitled to elect two (2) directors of this Corporation at any election of directors (the "Common Directors"). Each Common Director may be removed from the Board only by the affirmative vote or written consent of the holders of a majority of the Common Stock voting as a separate class.

(iv) The holders of Preferred Stock and Common Stock (voting together as a single class and not as separate series, and on an as-converted basis) shall be entitled to elect three (3) directors of this Corporation (the "Mutual Directors"). Each Mutual Director may be removed from the Board only by the affirmative vote or written consent of the holders of a majority of the Common Stock and Preferred Stock, voting as a single class and not as separate series, and on an as-converted basis.

Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the General Corporation Law, subject to any agreement among the stockholders of this Corporation, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Restated Certificate, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the consent of a majority-in-interest of the holders of shares of such class or series shall be required prior to any such action by the Board.

*[Signature Page Follows]*

IN WITNESS WHEREOF, IntelPeer, Inc. has caused this Certificate of Correction to the Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer this 5th day of November, 2008.

/s/ Andre Simone

Andre Simone  
Chief Financial Officer

IN WITNESS WHEREOF, IntelPeer, Inc. has caused this Certificate of Correction to the Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer this 3rd day of November, 2008.

  
\_\_\_\_\_  
Andre Simonet  
Chief Financial Officer

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "INTELEPEER, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF APRIL, A.D. 2009, AT 5:15 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4231218 8100

090362614

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



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7245392

DATE: 04-14-09

**CERTIFICATE OF AMENDMENT**

**TO THE**

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**

**OF**

**INTELEPEER, INC.**

IntelePeer, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The first paragraph of Section A of Article IV of the Corporation's Amended and Restated Certificate of Incorporation (the "Certificate") presently reads as follows:

"Authorization of Stock. This Corporation is authorized to issue two classes of stock to be designated, respectively, common stock and preferred stock. The total number of shares that this Corporation is authorized to issue is 80,000,000 shares of Common Stock, par value \$0.0001 per share (the "*Common Stock*") and 43,760,592 shares of Preferred Stock, par value \$0.0001 per share (the "*Preferred Stock*"). The Preferred Stock shall be divided into three series. The first series of Preferred Stock shall consist of 1,280,210 shares and shall be designated "*Series A Preferred Stock*," The second series of Preferred Stock shall consist of 24,730,382 shares and shall be designated "*Series B Preferred Stock*," The third series of Preferred Stock shall consist of 17,750,000 shares and shall be designated "*Series C Preferred Stock*".

and such first paragraph of Section A of Article IV is hereby amended and restated in its entirety to read as follows:

"Authorization of Stock. This Corporation is authorized to issue two classes of stock to be designated, respectively, common stock and preferred stock. The total number of shares that this Corporation is authorized to issue is 80,000,000 shares of Common Stock, par value \$0.0001 per share (the "*Common Stock*") and 44,760,592 shares of Preferred Stock, par value \$0.0001 per share (the "*Preferred Stock*"). The Preferred Stock shall be divided into three series. The first series of Preferred Stock shall consist of 1,280,210 shares and shall be designated "*Series A Preferred Stock*," The second series of Preferred Stock shall consist of 24,730,382 shares and shall be designated "*Series B Preferred Stock*," The third series of Preferred Stock shall consist of 18,750,000 shares and shall be designated "*Series C Preferred Stock*".

2. The foregoing Certificate of Amendment to the Certificate has been duly approved by the Board of the Directors of the Corporation in accordance with the provisions of Sections 141 and 242 of the General Corporation Law of Delaware.

3. The foregoing Certificate of Amendment to the Certificate has been duly approved by the Corporation's stockholders in accordance with Sections 228 and 242 of the General Corporation Law of Delaware and the Certificate.

4. The foregoing Certificate of Amendment to the Corporation's Certificate shall be effective on and as of the date of filing of this Certificate of Amendment with the Secretary of State of the State of Delaware.

*Remainder Of Page Intentionally Left Blank.*

IN WITNESS WHEREOF, this Certificate of Amendment to the Amended and Restated Certificate of Incorporation has been executed by the Chief Financial Officer of the Corporation this 14th day of April, 2009.

**INTELEPEER, INC.**

By: Andre Simone  
Andre Simone  
Chief Financial Officer



#### **Exhibit E-4 Similar Operations in Other States**

IntelPeer has recently received authorizations to provide telecommunications services in New York, Oregon, Texas, Illinois, Georgia, the District of Columbia, Indiana, and Washington state. IntelPeer is in the process of obtaining authorization to provide intrastate telecommunications services in most if not all fifty states.

**Exhibit E-5 Verification Records Maintained in Accordance with GAAP**

IntelePeer will maintain its local telephone account records separate and apart from any other account records in accordance with GAAP.

**Exhibit E-6 Compliance with Affiliate Transaction Requirements**

IntelPeer is not affiliated to any ILEC. To the extent IntelPeer becomes affiliated with an ILEC in the future, IntelPeer agrees it will comply with all affiliate transaction requirements within the State of Ohio.

**EXHIBIT F**

**PROPOSED INTERACTIONS WITH OTHER CARRIERS**

**Exhibit F-1 Rate Derivation**

IntelePeer will derive its rates from interconnection agreements, wholesale agreements, resale and other tariffs, and analysis of the costs of its own facilities.

**Exhibit F-2 Explanation of Service Areas With Approved Interconnection or Resale Agreement**

IntelePeer is in the process of requesting negotiations to establish interconnection, transport, and termination agreements in Ohio.

**Exhibit F-3 Notarized Affidavit Accompanied By Bona Fide Letters Requesting Negotiation,  
Proposed Timeline For Construction, Interconnection, and Offering of Service To End Users.**

Attached please find a notarized affidavit along with letters requesting negotiations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

§  
§  
§

**AFFIDAVIT**

I, Todd Smith, state that I am the Vice President, Corporate Controller of IntelPeer, Inc.; that I am authorized to make this Affidavit on behalf of IntelPeer, Inc.; that IntelPeer, Inc. has requested or is in the process of requesting negotiations to establish interconnection, transport and termination agreements in Ohio with AT&T-Ohio Inc., United Telephone d/b/a Embarq and Verizon-North Inc.



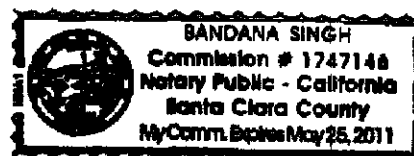
---

Todd Smith  
Vice President, Corporate Controller  
IntelPeer, Inc.

Sworn and subscribed before me this 21<sup>st</sup> day of <sup>Sept.</sup>~~August~~, 2009.

  
Notary Public

My commission expires May 25, 2011





**EXHIBIT G**

**PROPOSED INTERACTIONS WITH CUSTOMERS**

**Exhibit G-1 Explanation Of Required Payment In Advance of Receiving Dial Tone**

IntelPeer does not intend to provide local services which require payment in advance of customer receiving dial tone.

**Exhibit G-2 Tariff Sheets for Services and Charges to be Paid Prior to Receiving Dial Tone**

Not Applicable.

**Exhibit G-3 Sample Bill and Disconnection Notice**

Billing Date: MM/DD/YYYY

Due Date: MM/DD/YYYY

**Valued Customer**

123 Main Street, Suite 800  
Anytown, USA 12345

Customer ID: 12345000  
REF: ABC000945

Billing/Service Questions Should First Be  
Directed to the Company\*

Customer Care:  
(866) 780-8639 or [www.intelepeer.com](http://www.intelepeer.com)

Account Director:  
: TBD

Service Manager:

Director of Customer

Service

Service Monitoring and Enforcement Dept.

Public Utilities Commission of Ohio

180 E. Broad Street

Columbus, OH 43216-3793

(800) 686-7826

**Account Summary**

**Previous Bill**

Activity through MM/DD/YYYY

\$xxxx.xx

Payment Received

\$xxxx.xx

Late Payment Charge

\$ 0.00

Balance Forward

\$ 0.00

**Current Charges**

Monthly Charges

\$xxxx.xx

Other Charges and Credits

\$xxxx.xx

Adjustments

\$xxxx.xx

Total Charges

\$xxxx.xx

Federal Tax included in above total

\$xxxx.xx

State Tax included in above total

\$xxxx.xx

County Tax included in above total

\$xxxx.xx

City Tax included in above total

\$xxxx.xx

Unincorporated Tax included in above total

\$xxxx.xx

Total Taxes

\$xxxx.xx

Federal Universal Service Fee

\$xxxx.xx

911 Fee

\$xxxx.xx

Total Fees

\$xxxx.xx

Total Current Charges

\$xxxx.xx

Balance Due

\$xxxx.xx

\*If your complaint is not resolved after you have called (name of utility), or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

Residential customers may also contact The Ohio Consumers' Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit [www.pickocc.org](http://www.pickocc.org).

Please detach and return with payment.

IntelePeer, Inc.  
2855 Campus Drive, Suite 200  
San Mateo, CA 94403  
Attn: Accounts Receivable

Billing Date is MM/DD/YYYY  
Current Charges are Past due on MM/DD/YYYY

Amount Due: \$xxxx.xx  
Amount Paid: \_\_\_\_\_

For questions, comments or further information, please visit us at [www.intelepeer.com](http://www.intelepeer.com)

Page 1 of 2

Billing Date: MM/DD/YYYY

Valued Customer	Billing/Service Questions Should First Be Directed to the Company*
123 Main Street, Suite 800	Customer Care:
Anytown, USA 12345	(866) 780-8639 or <a href="http://www.intelepeer.com">www.intelepeer.com</a>
Customer ID: 12345000	Account Director:
REF: ABC000945	: TBD
	Service Manager:
	Director of Customer
	Service
	Service Monitoring and Enforcement Dept.
	Public Utilities Commission of Ohio
	180 E. Broad Street
	Columbus, OH 43215-3793
	(800) 686-7826

**Summary of Charges: MM/DD/YYYY - MM/DD/YYYY**

Customer ID# Charge

ID#12345000

(614) 555-1234

**Outbound Long Distance Service**

Date	Time	Called Number	Duration	Rate	Total
Aug 1, 2009	8:27 am	(614) 555-1212	3:47	0.xx	x.xx
Aug 2, 2009	9:33 pm	(614) 555-1212	2:45	0.xx	x.xx

Other Charges & Credits	\$xxxx.xx
Adjustments	\$xxxx.xx
Taxes	\$xxxx.xx

**Grand Total Charges** **\$xxxx.xx**

*For questions, comments or further information, please visit us at [www.intelepeer.com](http://www.intelepeer.com)*

**SAMPLE NOTICE OF DISCONNECTION FOR NON-PAYMENT OF BILLS**

Month/Day/Year

XYZ Company  
1234 Main Street  
Anytown, USA

Total Past Due: \$XXX.XX

Re: Disconnection of Service for Non-Payment of bills

Our records indicate that the subject account is past due. We request payment in full of the "Total Past Due" amount to be received in our office no later than Month/Day/Year or your service will be disconnected, if payment has not been received by the above date. In order to reconnect your service, you will be required to pay an additional deposit equal to two months of usage. Your long distance service will not be disconnected for non-payment of any charges for unregulated telecommunications services that may be included in the "Total Past Due" amount shown above. Payments to an unauthorized payment agent may result in the untimely or improper crediting of your account.

To prevent an interruption of your telephone service and to avoid any additional charges, contact us immediately at (866) 780-8639 to arrange payment to your account in full or PLEASE MAIL YOUR PAYMENT IMMEDIATELY TO:

Collection Department  
Attention: [     ]  
IntelePeer, Inc.  
2855 Campus Drive, Suite 200  
San Mateo, CA 94403

If you believe that the amount now overdue was billed in error, IntelePeer, Inc. will investigate the disputed amount upon written request. If you have a complaint in regard to this disconnection notice that can not be resolved after you have called IntelePeer, Inc. or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO), for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

Residential customers may also contact The Ohio Consumers' Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

If you have any questions regarding the amount due or wish to pay by credit card, please contact us at (866) 780-8639.

Sincerely,

Collector's Name  
Collection Department

**Exhibit G-4 Customer Application to Establish Residential Service**

Not applicable. IntelPeer does not intend to provide residential service.



**Exhibit G-5 List of Ohio ILEC Exchanges**

Please see attached for the list of Ohio ILEC Exchanges that IntelPeer plans to serve.

9/25/2009

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

**Company Name:** IntelePeer, Inc. *Select All AT&T Ohio*  
**dba:**  *Select All United Telephone dba Embarq*  
**Certificate Number:** [to come] *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.

FILE	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	COSHOCTON	Conesville	X
AT&T Ohio	COSHOCTON	Coshocton	X
AT&T Ohio	COSHOCTON	West Lafayette	X
AT&T Ohio	CUYAHOGA	Bedford	X
AT&T Ohio	CUYAHOGA	Berea	X
AT&T Ohio	CUYAHOGA	Brecksville	X

9/25/2009

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

AT&T Ohio	CUYAHOGA	Chagrin Falls	X
AT&T Ohio	CUYAHOGA	Cleveland	X
AT&T Ohio	CUYAHOGA	Gates Mills	X
AT&T Ohio	CUYAHOGA	Hillcrest	X
AT&T Ohio	CUYAHOGA	Independence	X
AT&T Ohio	CUYAHOGA	Montrose [CUY]	X
AT&T Ohio	CUYAHOGA	North Royalton	X
AT&T Ohio	CUYAHOGA	Olmsted Falls	X
AT&T Ohio	CUYAHOGA	Strongsville	X
AT&T Ohio	CUYAHOGA	Terrace	X
AT&T Ohio	CUYAHOGA	Trinity	X
AT&T Ohio	CUYAHOGA	Victory	X
AT&T Ohio	ERIE	Bloomington	X
AT&T Ohio	ERIE	Castalia	X
AT&T Ohio	ERIE	Sandusky	X
AT&T Ohio	FAIRFIELD	Carroll	X
AT&T Ohio	FAIRFIELD	Lancaster	X
AT&T Ohio	FAIRFIELD	Rushville	X
AT&T Ohio	FAIRFIELD	Sugar Grove	X
AT&T Ohio	FAYETTE	Bloomington	X
AT&T Ohio	FAYETTE	Jeffersonville	X
AT&T Ohio	FAYETTE	Milledgeville	X
AT&T Ohio	FAYETTE	Washington Court House	X
AT&T Ohio	FRANKLIN	Alton	X
AT&T Ohio	FRANKLIN	Canal Winchester	X
AT&T Ohio	FRANKLIN	Columbus	X
AT&T Ohio	FRANKLIN	Dublin	X
AT&T Ohio	FRANKLIN	Gahanna	X
AT&T Ohio	FRANKLIN	Grove City	X
AT&T Ohio	FRANKLIN	Groveport	X
AT&T Ohio	FRANKLIN	Harrisburg	X
AT&T Ohio	FRANKLIN	Hilliard	X
AT&T Ohio	FRANKLIN	Lockbourne	X
AT&T Ohio	FRANKLIN	New Albany	X
AT&T Ohio	FRANKLIN	Reynoldsburg	X
AT&T Ohio	FRANKLIN	Westerville	X
AT&T Ohio	FRANKLIN	Worthington	X
AT&T Ohio	GALLIA	Cheshire	X
AT&T Ohio	GALLIA	Gallipolis	X
AT&T Ohio	GALLIA	Guyan	X
AT&T Ohio	GALLIA	Rio Grande	X
AT&T Ohio	GALLIA	Vinton	X
AT&T Ohio	GALLIA	Walnut	X
AT&T Ohio	GEAUGA	Burton	X
AT&T Ohio	GEAUGA	Chesterland	X
AT&T Ohio	GREENE	Beavercreek	X
AT&T Ohio	GREENE	Bellbrook	X
AT&T Ohio	GREENE	Bowersville	X
AT&T Ohio	GREENE	Cedarville	X
AT&T Ohio	GREENE	Fairborn	X

9/25/2009

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

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	Hillisboro	X
AT&T Ohio	HIGHLAND	Marshall	X
AT&T Ohio	HIGHLAND	Rainsboro	X
AT&T Ohio	HIGHLAND	Sugar Tree Ridge	X
AT&T Ohio	HOCKING	Murray City	X
AT&T Ohio	JEFFERSON	Mingo Junction	X
AT&T Ohio	JEFFERSON	Steubenville	X
AT&T Ohio	JEFFERSON	Toronto	X
AT&T Ohio	LAKE	Leroy	X
AT&T Ohio	LAKE	Mentor	X
AT&T Ohio	LAKE	Painesville	X
AT&T Ohio	LAKE	Wickliffe	X
AT&T Ohio	LAKE	Willoughby	X
AT&T Ohio	LAWRENCE	Arabia	X
AT&T Ohio	LAWRENCE	Ironton	X
AT&T Ohio	LUCAS	Holland	X
AT&T Ohio	LUCAS	Maumee	X
AT&T Ohio	LUCAS	Toledo	X
AT&T Ohio	LUCAS	Whitehouse	X
AT&T Ohio	MADISON	London	X
AT&T Ohio	MADISON	Sedalia	X
AT&T Ohio	MADISON	South Solon	X
AT&T Ohio	MADISON	West Jefferson	X
AT&T Ohio	MAHONING	Canfield	X
AT&T Ohio	MAHONING	Lowellville	X
AT&T Ohio	MAHONING	North Jackson	X
AT&T Ohio	MAHONING	North Lima	X
AT&T Ohio	MAHONING	Sebring	X
AT&T Ohio	MAHONING	Youngstown	X
AT&T Ohio	MIAMI	Fletcher-Lena	X
AT&T Ohio	MIAMI	Piqua	X
AT&T Ohio	MONROE	Beallsville	X
AT&T Ohio	MONROE	Clarrington	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

9/25/2009

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

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

9/25/2009

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

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	
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	

9/25/2009

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

Little Miami	BROWN	Fayetteville	
Little Miami	WARREN	Butler	
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	
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	X
United Telephone dba Embarq	ALLEN	Bluffton	X
United Telephone dba Embarq	ALLEN	Cairo	X
United Telephone dba Embarq	ALLEN	Delphos	X
United Telephone dba Embarq	ALLEN	Elida	X
United Telephone dba Embarq	ALLEN	Gomer	X
United Telephone dba Embarq	ALLEN	Lafayette	X
United Telephone dba Embarq	ALLEN	Lima	X
United Telephone dba Embarq	ALLEN	Westminster	X
United Telephone dba Embarq	ASHTABULA	Andover	X
United Telephone dba Embarq	ASHTABULA	Jefferson	X
United Telephone dba Embarq	ASHTABULA	New Lyme	X
United Telephone dba Embarq	ATHENS	Glouster	X
United Telephone dba Embarq	AUGLAIZE	Waynesfield	X
United Telephone dba Embarq	CHAMPAIGN	North Lewisburg	X
United Telephone dba Embarq	CHAMPAIGN	Rosewood	X
United Telephone dba Embarq	CRAWFORD	Bucyrus	X
United Telephone dba Embarq	CRAWFORD	Chatfield	X
United Telephone dba Embarq	CRAWFORD	Lykens	X
United Telephone dba Embarq	CRAWFORD	New Winchester	X
United Telephone dba Embarq	DARKE	Ansonia	X

9/25/2009

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

United Telephone dba Embarq	DARKE	Arcanum	X
United Telephone dba Embarq	DARKE	Bradford	X
United Telephone dba Embarq	DARKE	Gettysburg	X
United Telephone dba Embarq	DARKE	Greenville	X
United Telephone dba Embarq	DARKE	Hollansburg	X
United Telephone dba Embarq	DARKE	New Madison	X
United Telephone dba Embarq	DARKE	Rosburg	X
United Telephone dba Embarq	DARKE	Versailles	X
United Telephone dba Embarq	DEFIANCE	Defiance	X
United Telephone dba Embarq	DEFIANCE	Jewell	X
United Telephone dba Embarq	DELAWARE	Sunbury	X
United Telephone dba Embarq	FULTON	Archbold	X
United Telephone dba Embarq	FULTON	Lyons	X
United Telephone dba Embarq	FULTON	Metamora	X
United Telephone dba Embarq	FULTON	Swanton	X
United Telephone dba Embarq	FULTON	Wauseon	X
United Telephone dba Embarq	HARDIN	Ada	X
United Telephone dba Embarq	HARDIN	Alger	X
United Telephone dba Embarq	HARDIN	Dunkirk	X
United Telephone dba Embarq	HARDIN	Mount Victory	X
United Telephone dba Embarq	HARDIN	Ridgeway	X
United Telephone dba Embarq	HENRY	Deshler	X
United Telephone dba Embarq	HENRY	Florida	X
United Telephone dba Embarq	HENRY	Gerald	X
United Telephone dba Embarq	HENRY	Gretton-Malinta	X
United Telephone dba Embarq	HENRY	Hamler	X
United Telephone dba Embarq	HENRY	Holgate	X
United Telephone dba Embarq	HENRY	Liberty Center	X
United Telephone dba Embarq	HENRY	Napoleon	X
United Telephone dba Embarq	HOLMES	Big Prairie	X
United Telephone dba Embarq	HOLMES	Glenmont	X
United Telephone dba Embarq	HOLMES	Holmesville	X
United Telephone dba Embarq	HOLMES	Killbuck	X
United Telephone dba Embarq	HOLMES	Millersburg	X
United Telephone dba Embarq	HOLMES	Nashville	X
United Telephone dba Embarq	KNOX	Centerburg	X
United Telephone dba Embarq	KNOX	Danville [KNO]	X
United Telephone dba Embarq	KNOX	Fredericktown	X
United Telephone dba Embarq	KNOX	Gambier	X
United Telephone dba Embarq	KNOX	Martinsburg	X
United Telephone dba Embarq	KNOX	Mount Vernon	X
United Telephone dba Embarq	LICKING	Alexandria	X
United Telephone dba Embarq	LICKING	Croton	X
United Telephone dba Embarq	LICKING	Hebron	X
United Telephone dba Embarq	LICKING	Johnstown	X
United Telephone dba Embarq	LICKING	Pataskala	X
United Telephone dba Embarq	LICKING	Utica-Homer	X
United Telephone dba Embarq	LOGAN	Belle Center	X
United Telephone dba Embarq	LOGAN	Bellefontaine	X
United Telephone dba Embarq	LOGAN	De Graff	X



9/25/2009

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

United Telephone dba Embarq	LOGAN	East Liberty	X
United Telephone dba Embarq	LOGAN	Huntsville	X
United Telephone dba Embarq	LOGAN	Rushsylvania	X
United Telephone dba Embarq	LOGAN	Russells Point	X
United Telephone dba Embarq	LOGAN	West Liberty	X
United Telephone dba Embarq	LOGAN	West Mansfield	X
United Telephone dba Embarq	LUCAS	Richfield Center-Berkey	X
United Telephone dba Embarq	LUCAS	Waterville	X
United Telephone dba Embarq	MAHONING	Berlin Center	X
United Telephone dba Embarq	MAHONING	Damascus	X
United Telephone dba Embarq	MAHONING	North Benton	X
United Telephone dba Embarq	MARION	Caledonia	X
United Telephone dba Embarq	MERCER	Rockford	X
United Telephone dba Embarq	MORGAN	Chesterhill	X
United Telephone dba Embarq	MORGAN	McConnelsville	X
United Telephone dba Embarq	MORGAN	Pennsville	X
United Telephone dba Embarq	MORGAN	Reinersville-Hackney	X
United Telephone dba Embarq	MORGAN	Stockport	X
United Telephone dba Embarq	MORROW	Cardington	X
United Telephone dba Embarq	MORROW	Chesterville	X
United Telephone dba Embarq	MORROW	Johnsville	X
United Telephone dba Embarq	MORROW	Marengo	X
United Telephone dba Embarq	MORROW	Mount Gilead	X
United Telephone dba Embarq	MUSKINGUM	Adamsville	X
United Telephone dba Embarq	MUSKINGUM	Fazeysburg	X
United Telephone dba Embarq	PERRY	Crooksville	X
United Telephone dba Embarq	PERRY	Junction City	X
United Telephone dba Embarq	PICKAWAY	Mount Sterling	X
United Telephone dba Embarq	PORTAGE	Lake Milton	X
United Telephone dba Embarq	PORTAGE	Wayland	X
United Telephone dba Embarq	PORTAGE	Windham	X
United Telephone dba Embarq	PREBLE	Camden	X
United Telephone dba Embarq	PREBLE	Eaton	X
United Telephone dba Embarq	PREBLE	Eldorado	X
United Telephone dba Embarq	PREBLE	New Paris	X
United Telephone dba Embarq	PREBLE	West Manchester	X
United Telephone dba Embarq	PUTNAM	Ottawa	X
United Telephone dba Embarq	RICHLAND	Adario	X
United Telephone dba Embarq	RICHLAND	Bellville	X
United Telephone dba Embarq	RICHLAND	Butler	X
United Telephone dba Embarq	RICHLAND	Lexington	X
United Telephone dba Embarq	RICHLAND	Lucas	X
United Telephone dba Embarq	RICHLAND	Mansfield	X
United Telephone dba Embarq	RICHLAND	Shelby	X
United Telephone dba Embarq	RICHLAND	Shiloh	X
United Telephone dba Embarq	SANDUSKY	Woodville	X
United Telephone dba Embarq	SENECA	Green Springs	X
United Telephone dba Embarq	SENECA	Old Fort	X
United Telephone dba Embarq	SHELBY	Anna	X
United Telephone dba Embarq	SHELBY	Botkins	X

9/25/2009

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

United Telephone dba Embarq	SHELBY	Fort Loramie	X
United Telephone dba Embarq	SHELBY	Jackson Center	X
United Telephone dba Embarq	SHELBY	Sidney	X
United Telephone dba Embarq	TRUMBULL	Bristolville	X
United Telephone dba Embarq	TRUMBULL	Cortland	X
United Telephone dba Embarq	TRUMBULL	Greene	X
United Telephone dba Embarq	TRUMBULL	Hartford	X
United Telephone dba Embarq	TRUMBULL	Johnston	X
United Telephone dba Embarq	TRUMBULL	Kinsman	X
United Telephone dba Embarq	TRUMBULL	Newton Falls	X
United Telephone dba Embarq	TRUMBULL	Warren	X
United Telephone dba Embarq	UNION	Byhalla	X
United Telephone dba Embarq	UNION	Magnetic Springs	X
United Telephone dba Embarq	UNION	Marysville	X
United Telephone dba Embarq	UNION	Milford Center	X
United Telephone dba Embarq	UNION	Raymond	X
United Telephone dba Embarq	UNION	York Center	X
United Telephone dba Embarq	VAN WERT	Van Wert	X
United Telephone dba Embarq	VAN WERT	Venedocia	X
United Telephone dba Embarq	WARREN	Lebanon	X
United Telephone dba Embarq	WARREN	Mason	X
United Telephone dba Embarq	WARREN	Morrow	X
United Telephone dba Embarq	WARREN	South Lebanon	X
United Telephone dba Embarq	WARREN	Waynesville	X
United Telephone dba Embarq	WASHINGTON	Bartlett	X
United Telephone dba Embarq	WAYNE	Apple Creek	X
United Telephone dba Embarq	WAYNE	Fredericksburg	X
United Telephone dba Embarq	WAYNE	Kidron	X
United Telephone dba Embarq	WAYNE	Marshallville	X
United Telephone dba Embarq	WAYNE	Orrville	X
United Telephone dba Embarq	WAYNE	Rittman	X
United Telephone dba Embarq	WAYNE	Shreve	X
United Telephone dba Embarq	WAYNE	Smithville	X
United Telephone dba Embarq	WAYNE	Sterling	X
United Telephone dba Embarq	WAYNE	Wooster	X
United Telephone dba Embarq	WILLIAMS	Stryker	X
United Telephone dba Embarq	WOOD	Bloomdale	X
United Telephone dba Embarq	WOOD	Cygnets	X
United Telephone dba Embarq	WOOD	Luckey	X
United Telephone dba Embarq	WOOD	Moline	X
United Telephone dba Embarq	WOOD	Portage	X
United Telephone dba Embarq	WOOD	Risingsun	X
United Telephone dba Embarq	WOOD	Stony Ridge	X
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

9/25/2009

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

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
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

9/25/2009

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

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
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

9/25/2009

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

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
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

9/25/2009

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

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
Verizon North	TUSCARAWAS	Baltic	X
Verizon North	TUSCARAWAS	Bolivar	X

9/25/2009

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

Verizon North	TUSCARAWAS	Mineral City	X
Verizon North	TUSCARAWAS	New Philadelphia	X
Verizon North	TUSCARAWAS	Strasburg	X
Verizon North	TUSCARAWAS	Sugarcreek	X
Verizon North	UNION	Plain City	X
Verizon North	UNION	Richwood	X
Verizon North	VAN WERT	Convoy	X
Verizon North	VAN WERT	Ohio City	X
Verizon North	VAN WERT	Scott	X
Verizon North	VAN WERT	Willshire-Wren	X
Verizon North	VINTON	McArthur	X
Verizon North	VINTON	Wilkesville	X
Verizon North	WASHINGTON	Barlow	X
Verizon North	WASHINGTON	Beverly	X
Verizon North	WASHINGTON	Lowell	X
Verizon North	WASHINGTON	Lower Salem	X
Verizon North	WASHINGTON	Watertown	X
Verizon North	WAYNE	Burbank	X
Verizon North	WAYNE	Congress	X
Verizon North	WAYNE	Creston	X
Verizon North	WAYNE	West Salem	X
Verizon North	WILLIAMS	Bryan	X
Verizon North	WILLIAMS	Edgerton	X
Verizon North	WILLIAMS	Edon	X
Verizon North	WILLIAMS	Evansport	X
Verizon North	WILLIAMS	Montpelier	X
Verizon North	WILLIAMS	Pioneer	X
Verizon North	WILLIAMS	West Unity	X
Verizon North	WOOD	Bowling Green	X
Verizon North	WOOD	Grand Rapids	X
Verizon North	WOOD	Haskins-Tontogany	X
Verizon North	WOOD	North Baltimore	X
Verizon North	WOOD	Pemberville	X
Verizon North	WOOD	Wayne-Bradner	X
Verizon North	WOOD	Weston	X
Verizon North	WYANDOT	Carey	X
Verizon North	WYANDOT	Harpster	X
Verizon North	WYANDOT	Nevada	X
Verizon North	WYANDOT	Wharton	X
Wabash Mutual	MERCER	Wabash	
Windstream Ohio	CHAMPAIGN	St. Paris	
Windstream Ohio	FULTON	Chesterfield	
Windstream Ohio	FULTON	Delta	
Windstream Ohio	FULTON	Neapolis	
Windstream Ohio	HARDIN	Kenton	
Windstream Ohio	LICKING	Granville	
Windstream Ohio	LICKING	Gratiot	
Windstream Ohio	LICKING	Hanover-Maine*	
Windstream Ohio	LICKING	Newark	
Windstream Ohio	LICKING	St. Louisville	

9/25/2009

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

Windstream Ohio	LORAIN	Columbia Station
Windstream Ohio	LORAIN	Elyria
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



**Exhibit G-6 Mirroring Statement**

IntelPeer will mirror the entire ILEC exchanges for both serving area and local calling areas.