

# NOWALSKY, BRONSTON & GOTHARD

A Professional Limited Liability Company

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Philip R. Adams, Jr.

**FILED**  
**March 3, 2008**  
**Data Center**  
**Missouri Public**  
**Service Commission**

February 28, 2008

## VIA OVERNIGHT DELIVERY

Public Information Office  
Governor Office Building  
200 Madison Street  
PO Box 360  
Jefferson City, MO 65102-0360

RE: Application of Reduced Rate Long Distance, LLC and Horizon Telecom, Inc.  
of an Asset Purchase Agreement

Dear Sir/Madam:

On behalf of Reduced Rate Long Distance, LLC and Horizon Telecom, Inc., enclosed please find an original and five (5) copies of the referenced Application.

Please date stamp and return the enclosed extra copy of this letter in the envelope provided as evidence of filing.

Should you have any questions concerning this filing, please call. Thank you for your assistance with this matter.

Sincerely,



Leon L. Nowalsky

LLN/cp  
Enclosure

**BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI**

**APPLICATION BY  
REDUCED RATE LONG DISTANCE, LLC  
AND HORIZON TELECOM, INC.  
FOR APPROVAL OF AN ASSET  
PURCHASE AGREEMENT**

**CASE NO. \_\_\_\_\_**

**JOINT APPLICATION**

Reduced Rate Long Distance, LLC ("RRLD") and Horizon Telecom, Inc. ("Horizon") (together "Applicants"), pursuant to the applicable Statutes of this State and the Commission's Rules and Regulations currently in effect and/or subsequently enacted, hereby jointly request Commission approval of a transaction whereby, pursuant to an Asset Purchase Agreement (the "Agreement"),<sup>1</sup> RRLD will acquire substantially all of the assets of Horizon, including, but not limited to, Horizon's customer accounts in this State (the "Acquisition").

Applicants respectfully submit that the expeditious completion of the Acquisition is necessary to ensure uninterrupted service to Horizon's customers. Horizon will continue to provide service to its customers until such time as the Commission approves the transaction and this Application.

Applicants emphasize that the Acquisition will not change the rates, terms and conditions under which Horizon's customers will receive service. The Acquisition benefits Horizon customers by providing them assurances that they will continue to receive the same high quality services previously rendered to them. In compliance with

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<sup>1</sup> A copy of the Agreement is attached hereto as Exhibit "A."

applicable law, customers of Horizon will be informed of the Acquisition.<sup>2</sup> Accordingly, approval of the Acquisition will not in any way be detrimental to the public interests of this State.

In support of this Application, Applicants submit the following:

## **I. THE PARTIES**

1. RRLD is a Nevada limited liability company with principal offices located at 1800 Pembroke Drive, Suite 300, Orlando, FL 82810. RRLD is a certified long distance telecommunications provider in this State.<sup>3</sup>

2. Horizon is a Nevada corporation with principal offices located at 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169. Horizon is a certified long distance telecommunications resale provider in this State.<sup>4</sup>

## **II. DESIGNATED CONTACTS**

3. The designated contact for questions concerning this Application is:

Leon Nowalsky, Esq.  
Nowalsky, Bronston & Gothard  
A Professional Limited Liability Company  
3500 North Causeway Boulevard, Suite 1442  
Metairie, Louisiana 70002  
Telephone: (504) 832-1984  
Fax: (504) 831-0892  
[lnowalsky@nbgllaw.com](mailto:lnowalsky@nbgllaw.com)

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<sup>2</sup> The proposed form of the customer notice is provided in Exhibit "B" attached hereto.

<sup>3</sup> RRLD provides resold long distance telecommunications services in this State pursuant to authority granted in Docket No. TA-2002-55, dated 9/18/01.

<sup>4</sup> Horizon provides resold long distance telecommunications services in this State pursuant to authority granted in Docket No. XA-2003-0180, dated 12/28/02.

### III. REQUEST FOR APPROVAL OF THE ACQUISITION

4. The Acquisition contemplates the following:
  - a. RRLD will receive ownership, right, title and interest in and to substantially all of Horizon's assets, including its customer accounts, as defined in the Agreement.
  - b. Horizon will receive the purchase price set forth in the Agreement,

5. RRLD is well-qualified to consummate the transactions which are the subject of this Application.<sup>5</sup> The technical, managerial and financial personnel of Horizon will assist RRLD with the transition and integration of the acquired Assets after consummation of the transaction. Information on RRLD's management team is attached hereto as Exhibit "C".

6. Because RRLD will acquire substantially all of the assets of Horizon and Horizon will thereafter cease operations in this State, Horizon will no longer require authority to provide service in this State. Applicants therefore respectfully request that, through this proceeding, the Commission grant any authority necessary to permit Horizon to discontinue service upon approval of this Application and consummation of the Acquisition, permit Horizon to relinquish its certification in this State, simultaneously with the effective date of the Acquisition, and cancel Horizon's filed tariffs on the effective date of the Commission's order.

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<sup>5</sup> Current financial information for RRLD is attached hereto as Exhibit "D."

#### **IV. PUBLIC INTEREST CONSIDERATIONS**

7. Crucial to the Acquisition is the need to ensure the continuation of high quality, uninterrupted service to all customers currently served by Horizon. The Acquisition will serve the public interest in that it will ensure that current Horizon customers maintain uninterrupted service.

8. The Acquisition will not have any impact on Horizon's customers in terms of the services that they receive. In particular, the Acquisition will not cause any change to the rates, terms and conditions of service that Horizon's customers receive. If necessary, RRLD will incorporate such rates, terms and conditions into its tariffs by separate filing.

9. The Acquisition will also serve to create a heightened level of operating efficiency which generally will serve to enhance the overall capacity of RRLD to compete in the marketplace and to provide telecommunications services for a greater number of consumers in this State at competitive rates.

#### **V. EXPEDITED REVIEW**

10. Applicants request expedited review and disposition of the instant Application in order to ensure that the transaction is transparent to the affected customers with no interruption in service.

#### **VI. NO TRANSFER OF CERTIFICATES**

11. Applicants do not request transfer of Horizon's Certificates of Public Convenience and Necessity, or other operating authority, to RRLD. Horizon requests that its Certificates be considered surrendered upon approval of the instant transaction

and that its name be deleted from the Commission's list of resellers authorized to operate in the State.

## VII. CONCLUSION

12. WHEREFORE, for the reasons stated herein, Applicants respectfully request the Commission approve the transaction between Horizon and RRLD, authorize RRLD and Horizon to consummate the transaction as soon as possible and grant the other relief specifically requested herein.

DATED this 12<sup>th</sup> day of February, 2008.

Respectfully submitted,



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Leon Nowalsky, Esquire  
Nowalsky, Bronston & Gothard  
A Professional Limited Liability Company.  
3500 North Causeway Boulevard  
Suite 1442  
Metairie, Louisiana 70002  
Telephone: (504) 832-1984  
Fax: (504) 831-0892  
Counsel for Applicants


STATE OF New Jersey  
COUNTY OF Burlington

**VERIFICATION**

I, Robert Sorrentino, am the President of Reduced Rate Long Distance, LLC, and am authorized to make this verification on its behalf. The statements made in the foregoing Application are true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters I believe them to be true.

By:   
Name: Robert Sorrentino  
Title: President

Sworn to and subscribed before me, Notary Public, in and for the State and County named above, this 31 day of January, 2008.

  
Notary Public


My commission expires:

Notary Public  
State of New Jersey  
Jennifer T. DePinto  
My Commission Expires 9/21/2011


STATE OF New Jersey  
COUNTY OF Burlington

**VERIFICATION**

I, Robert Sorrentino, am the President of Horizon Telecom, Inc., and am authorized to make this verification on its behalf. The statements made in the foregoing Application are true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters I believe them to be true.

By:   
Name: Robert Sorrentino  
Title: President

Sworn to and subscribed before me, Notary Public, in and for the State and County named above, this 31 day of January, 2008.

  
Notary Public

My commission expires:

**Notary Public**  
**State of New Jersey**  
**Jennifer T. DePinto**  
**My Commission Expires 9/21/2011**

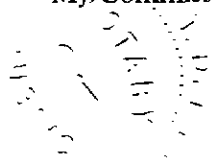




EXHIBIT "A"

ASSET PURCHASE AGREEMENT

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of December 1, 2007 (the "Effective Date") by and among Reduced Rate Long Distance, LLC, a Nevada Limited Liability corporation ("Buyer"), and Horizon Telecom, Inc., a Nevada corporation ("Seller").

**WHEREAS**, Seller desires to sell those assets used by Seller, or owned by Seller in connection with, Seller's business of providing long distance services (the "Business"), and Buyer desires to purchase the Business, on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

### Section 1. Purchase and Sale of Assets.

#### 1. Included and Excluded Assets.

1.1 Included Assets. At the Closing (as defined hereafter), Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, all of Seller's right, title, and interest in and to the Assets. Except as provided in Section 1.2 hereof, "Assets" shall mean those assets used by Seller, or owned by Seller in connection with, the Business, wherever located and whether or not recorded on Seller's books, including:

- (a) Customer List, Customer Accounts and Accounts Receivable. All long distance and other telecommunications accounts, all of which are listed on Schedule 1.1(a)(i) (the "Purchased Customers"), and all associated accounts receivable (the "Accounts Receivable"), associated
- (b) Transferred Contracts. All rights and interests of Seller in and to certain executory contracts, leases, agreements, purchase orders and arrangements related to the Business and identified on Schedule 1.1(b) attached hereto and all purchase orders placed by or with Seller in the ordinary course of the Business (the "Transferred Contracts").
- (c) Licenses and Permits. To the extent assignable, all rights and interests of Seller under all licenses and permits and all approvals necessary for the conduct of the Business, including without limitation, those items identified on Schedule 4.13 attached hereto.
- (d) Documents and Records. Copies of all documents and records of Seller relating to the operation of the Business and originals of all documents and records relating to Seller's ownership, use, maintenance, or repair of the Assets, whether in paper, computer, electronic or magnetic form. Documents and records covered by this Section 1.1(d) include, without limitation, sales and cost records, lists of suppliers and related files, all

certificates and other books and records that Buyer, in its good faith judgment, determines to be necessary for the operation of the Business by Buyer after the Closing Date.

- (e) Intellectual Property. The intellectual property specified in Schedule 1.1(e) shall be transferred or licensed to Buyer pursuant to this Agreement.
- (f) Prepaid Expenses and Deposits. Seller shall remit to Buyer, and Buyer shall retain, any advance payments or deposits collected by Seller or by Buyer for products or services to be delivered or work to be performed or completed by the Business after the Closing.
- (g) Other Included Assets. All assets identified on Schedule 1.1(f) attached hereto.

1.2 Excluded Assets. Notwithstanding the foregoing, the following assets of Seller (the "Excluded Assets") will be retained by Seller and will not be included in the Assets:

- (a) All of Seller's cash-on-hand, deposits in bank accounts with the exception of receivables purchased by Buyer pursuant to paragraph 3.1(b),(a) Records. All minute books, stock records, personnel records and other records Seller is required by law to retain in its possession.
- (b) Other Excluded Assets. Any other assets listed in Schedule 1.2(c).

1.3 Destruction of Assets. If any material portion of the Assets is damaged or destroyed by fire, flood or other cause before the Closing Date and Seller has knowledge of such damage or destruction, Seller shall give written notice to Buyer of such event within five (5) days thereof, but in no event later than the Closing. In such event of a material destruction, Buyer may, at its option and in its sole discretion, terminate this Agreement before Closing or complete the transactions contemplated by this Agreement and receive the proceeds of the insurance carried by Seller payable by reason of such damage or destruction plus an amount equal to all applicable deductibles. Within ten days after receipt of written notice from Seller of any such damage or destruction and before Closing, which notice shall identify the Assets damaged or destroyed and the available insurance proceeds and deductibles with respect thereto, Buyer shall give written notice to Seller of its intention to complete the transactions herein contemplated or to terminate this Agreement. Failure of the Buyer to give such notice shall constitute a waiver of any right Buyer may have to terminate this Agreement under this Section 1.3. For purposes of this Section 1.3, destruction of a "material portion of the Asset" shall refer to an event of destruction of an asset that materially interferes with the continuous operation of the Business.

2. Assumed and Excluded Liabilities.

2.1 Assumption of Liabilities. Simultaneously with the transfer of the Assets on the Closing Date, Buyer shall assume (i) all liabilities and obligations of Seller under the Transferred Contracts to the extent such liabilities and obligations arise after the Closing Date and relate to the performance of the Transferred Contracts after the Closing Date (ii) all liabilities and obligations payable to state, federal or local jurisdictions or regulatory agencies that result from the operation of the Assets after the Closing Date and (iii) those liabilities listed on Schedule 2.1(a). The foregoing liabilities shall be collectively referred to herein as the "Assumed Liabilities".

2.2 Excluded Liabilities. Except for the Assumed Liabilities, Buyer shall not assume or be responsible for any liabilities or obligations of Seller or any predecessor of Seller, regardless of nature, whether accrued, unaccrued, absolute, contingent, known or unknown ("Excluded Liabilities"), including both those liabilities listed on Schedule 2.2(a) and any liability resulting from a complaint or action of a regulatory body relating to any actions on the part of Horizon prior to the Closing of this transaction .

3. Calculation and Payment of Purchase Price.

3.1 Purchase Price. The purchase price for the Assets (the "Purchase Price") is 2.5 x (times) the Net Revenues as calculated ninety (90) days following closing, subject to adjustment as provided herein. For purposes of this Section 3.1, the term "Net Revenue" shall mean billed revenue minus all taxes, regulatory assessments, pass-through charges, USF, PICC, federal, state and local taxes/surcharges, finance charges and other similar or related amounts billed to end user customers of the Business for a designated calendar month.

A. Adjustment: The purchase price shall be downloaded to reflect liabilities owed to Thermo Credit, LLC and any other known liabilities all as of the closing date.

B. Payment: Payment of the Purchase Price, as adjusted, shall be made in full at the conclusion of the third full month following Closing.

3.2 Allocation. The Purchase Price shall be allocated among the Assets in the manner indicated on Schedule 3.2 hereto. Seller and Buyer hereby covenant and agree not to take a position on any income tax return, before any governmental agency charged with the collection of any income tax or in any judicial proceeding that is in any way inconsistent with the terms of this Section 3.4.

4. Representations and Warranties of Seller. Except as disclosed in schedules referring to the representations and warranties in this Agreement and delivered by the Seller contemporaneously with the execution of this Agreement, Seller represents and warrants to Buyer that the following statements are true, accurate

and complete as of date hereof and the Closing Date. References to Seller shall include any predecessor of Seller.

- 4.1 Organization; Standing; Corporate Power. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the state of Nevada and has full corporate power to carry on the Business as now conducted. Seller is duly qualified to do business as a foreign corporation in all jurisdictions where its failure to be so qualified would result in any liability to Buyer after the Closing Date or have a material adverse effect upon the Business or the Assets. Seller neither owns nor has a right or obligation to acquire any equity interest (or option therefore) of any corporation, partnership, corporation, business trust or other business entity. Seller neither participates, nor has any equity interest, in any joint venture or collective production, sales or marketing arrangement or agreement.
- 4.2 Authorization. Seller's Directors and Shareholders will, prior to execution, have obtained the approval required under Seller's Articles of Incorporation for the execution, delivery, and performance of this Agreement. Seller has full power, authority, and legal right to execute and deliver this Agreement and the other instruments for which provision is made herein and to perform its obligations under this Agreement and such other instruments. Upon execution and delivery by Seller, this Agreement and the other instruments for which provision is made herein will constitute valid and binding obligations of Seller enforceable against it in accordance with their respective terms.
- 4.3 Consents and Approvals; No Violations. Neither the execution and delivery of this Agreement nor the performance by Seller of its obligations under this Agreement will (a) result in a violation of any applicable statute, ordinance, rule, or regulation, order, judgment, writ or decree of any court or governmental or regulatory body applicable to Seller, or by which any of the Assets may be bound; (b) conflict with Seller's Articles of Incorporation or Bylaws (or similar charter documents); or (c) result in the breach of, or constitute a default under, any agreement or instrument to which Seller is a party, or by which Seller or any of the Assets is bound. Except as set forth in Schedule 4.3, no action, approval, consent or authorization by any third party or any governmental agency, commission, board, bureau or instrumentality is required of Seller in order to consummate the transactions contemplated by this Agreement or to assign the Transferred Contracts to Buyer.
- 4.4 Disclosure. Neither the representations or warranties made by the Seller in this Agreement or in any other document executed and delivered by Seller pursuant to this Agreement contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements or facts contained herein or therein not misleading.
- 4.5 Conduct of Business. Except as provided in Schedule 4.5 attached hereto, since December 1, 2007, Seller has operated the Business in the usual and ordinary

course of business, has not sold or otherwise disposed of any of the assets (other than the sale of inventory or collection of receivables in the ordinary course of business).

4.6 Undisclosed Liabilities. Except as set forth in Schedule 4.6, the Seller has no liabilities or obligations against the Assets of any nature (whether absolute, accrued, contingent, or otherwise), other than (i) liabilities fully shown or reserved against on its balance sheet as of December 1, 2007, (ii) current liabilities, not unusual in nature or amount, incurred in the ordinary course of business since December 1, 2007, and (iii) obligations to be performed after the Closing Date under any Transferred Contracts.

4.7 No Adverse Change. Except as set forth on Schedule 4.7, since December 1, 2007, there has not occurred:

- (a) Any material adverse change in the assets, liabilities, financial position, or results of operations of the Business with respect to the Assets;
- (b) Any damage or destruction, whether or not covered by insurance, affecting the assets, properties, or operations of the Business, or any real property used or held for use in the Business, including without limitation, any consummated, pending or planned taking by eminent domain (or voluntary conveyance in lieu thereof) of all or part of the real property with respect to the Assets;
- (c) Any labor dispute or employee action affecting the financial position, or operations of the Business with respect to the Assets;
- (d) Any material adverse change in the sales, backlog of customer orders, customer relations, sourcing of Inventory, or suppliers, distributors, or sales representative relations with respect to the Business, including without limitation, the loss of any key customer or supplier with respect to the Assets; or
- (e) Any other transaction, event, or condition of any character that is reasonably likely to have a material adverse effect on the Business with respect to the Assets.

4.8 Tax Matters. Seller shall indemnify Buyer against any and all claims arising from the filing, compliance, and payment of all taxes and regulatory assessments of any kind relating to the operation, prior to the Closing Date, of the Assets purchased hereunder. Except as set forth in Schedule 4.8, there are no known liens on any of the Assets that arose in connection with any failure (or alleged failure) to pay any Tax. There is no material dispute or claim concerning any Tax liability of Seller either (A) claimed or raised by any authority in writing. No written claim has been made by an authority in any jurisdiction where the Seller does not file Tax

Returns that it is or may be subject to taxation by that jurisdiction. For purposes of this Agreement, "Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, telecommunications, telecommunications-related, excise, federal universal service fund, state universal service fund, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax or assessment of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not. "Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

4.9 Assets. Seller has good and marketable title to the Assets, free and clear of all mortgages, security interests, title defects, pledges, liens, charges, options and encumbrances of any kind or description. Except as set forth in Schedule 4.9, the Assets constitute all of the assets (other than the Excluded Assets) used or held for use by Seller in its conduct of the Business and are in sufficient order to permit the operation of the Business after the Closing Date in the same manner as it was operated immediately prior to the Closing Date.

4.1 Patents, Trade Names, Etc. There are no patents, patent applications, invention disclosures, technology, know-how, intellectual property, trade secrets, trade names or trademarks used by Seller in connection with the Business other than as set forth on Schedule 4.10 attached hereto. Neither the operation of the Business nor the products or services sold by Seller infringe on the proprietary rights of others. Seller has not received any notice alleging that it has infringed on any other party's intellectual property rights. Seller does not have any liability for, nor has it given any indemnification for, infringement of any other party's intellectual property rights.

4.11 Contracts and Commitments. Schedule 4.11 attached hereto identifies all material written contracts, agreements, leases and commitments to which Seller is a party or by which it or any of its assets is bound, including without limitation, all supplier contracts, rebate arrangements, and consignment or ledger balance inventory arrangements. Except for contracts, agreements, and commitments identified on Schedule 4.11, Seller is not a party to or bound by any oral or written:

(a) Contract, agreement, or commitment for employment or personal services or any severance agreement;

(b) Contract, agreement, or commitment relating to the lease or sale to or by

others of any of real or personal property;

(c) Contract not made in the ordinary course of the Business;

(d) Any arrangement restricting Seller's or the Business's ability to conduct any business in any place in the world; or

(e) Any other material contract.

Except as disclosed on Schedule 4.11, Seller has performed and is performing in all material respects all obligations required to be performed by it, and to its knowledge, neither Seller nor any other party thereto, is in default under any material written contract, agreement, or commitment to which any of them is a party. Seller has not received any notice of default under any such contract, agreement, or commitment, nor has any event occurred that with notice or lapse of time or both would constitute a default by Seller thereunder. None of such contracts, agreements, or commitments is subject to any impending cancellation or breach.

4.12 [omitted]

4.13 Permits and Licenses; Compliance with Laws. Seller is fully qualified under the Communications Act of 1934, as amended to be a Federal Communications Commission ("FCC") licensee. Schedule 4.13(a) attached hereto identifies all of the permits, licenses, or other governmental authorizations (collectively, "Authorizations") required for the operation of the Business as presently conducted or for the ownership of the Assets. Neither the ownership of the Assets by Seller nor the operation of the Business as presently conducted violates in a material way any applicable order, law, ordinance, code, or regulation. To the best of Seller's knowledge, no investigation is pending or threatened regarding the existence of any such violation. There are no existing applications, petitions to deny or complaints or proceedings (other than proceedings affecting the long distance industry generally) pending before the FCC or any other governmental authority having jurisdiction over the Business or any Assets relating to Seller or the Business. Seller has not received a claim of default regarding any of the Authorizations. Except as set forth in Schedule 4.13(b) none of the Authorizations will be, or could be reasonably expected to be, adversely affected by consummation of any action of Seller taken in connection with the transactions contemplated hereby. The Seller has not entered into any obligation, agreement, arrangement or understanding to sell, transfer, deliver, convey, assign or dispose of any Authorization or that would affect Buyer's ownership or use of any Authorization after Closing.

4.14 Regulatory Approvals. The transactions contemplated herein shall not be deemed consummated in full until any and all pertinent regulatory and government agencies have approved same ("Regulatory Approvals"). From the



Closing Date through and including the Closing Date, the Assets shall be managed by Buyer pursuant to a management agreement between the parties of even date, the form of which is attached hereto as Exhibit 4.14 (the "Management Agreement").

4.15 No Pending or Threatened Litigation and Claims. Except as disclosed on Schedule 4.15 attached hereto: (a) no suit or proceeding is pending against or by Seller or against the Assets; (b) no claim has been asserted or, to the best of Seller's knowledge, threatened against Seller or by Seller or against the Assets; (c) Seller does not know of any basis for any material claim to be asserted against it or affecting the Assets; (d) no claim, action, cause of action, suit, proceeding, inquiry, investigation or order by or before any governmental authority, court, administrative body or arbitration panel has been instituted or prosecuted against Seller in the past five years.

4.16 Customers, Suppliers and Sales Representatives or Agents. Schedule 4.16(a) attached hereto contains a listing of all customers, suppliers and sales representatives or agents of the Business for the eleven (11) months ended November 30, 2007. Except as described in Schedule 4.16(b), Seller is not aware of any existing or anticipated changes in the policies or conditions, financial or otherwise, of its customers, suppliers or sales representatives which will materially and adversely affect the Business either as now conducted or subsequent to the Closing Date. None of the customers or suppliers of the Business set forth in Schedule 4.16(b) has canceled or otherwise terminated, or made any written or oral threat to Seller to cancel or otherwise terminate for any reason, including the consummation of the transactions contemplated hereby, its relationship with Seller. To the best of Seller's knowledge, no customer or supplier listed in Schedule 4.16(b) intends to cancel or otherwise terminate its relationship with Seller or to decrease its provision of services or supplies to Seller or its usage of the services or products of Seller.

4.17 Insurance. There are no claims of any nature including any casualty, wrongful discharge, product liability, workman's compensation or other claims (whether open, settled, resolved, or otherwise) made or pending in relation to such Seller's insurance policies relating to the Business or any other aspect of this Agreement during the last five years.

4.18 Finders. No finder or broker has acted or is acting on behalf of Seller in connection with the transactions contemplated by this Agreement.

5. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the following statements are true, accurate and complete as of date hereof and the Closing Date:

5.1 Organization, Existence, and Standing of Buyer. Buyer is a Limited Liability Corporation duly organized, validly existing, and in good standing under the laws

of the State of Nevada.

5.2 Power of Buyer. Buyer has full corporate power, authority, and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement. Upon execution and delivery by Buyer, this Agreement will constitute a valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

5.3 No Legal Violations. Neither the execution and delivery of this Agreement by Buyer, nor the performance by Buyer of its obligations under this Agreement, will (a) result in a violation of any applicable statute, ordinance, rule, or regulation, order, judgment, writ or decree of any court or governmental or regulatory body applicable to Buyer; (b) conflict with Buyer's Articles of Incorporation or Bylaws (or similar charter documents); or (c) result in the breach of, or constitute a default under, any agreement or instrument to which Buyer is a party, or by which it is bound.

5.4 Finders. No finder or broker is acting or has acted on behalf of Buyer in connection with the transactions contemplated by this Agreement.

## 6. Covenants by Seller.

6.1 Conduct Prior to the Closing Date. From the date hereof until the Closing Date:

(a) Seller shall (i) maintain the Assets in good repair, working order and condition consistent with past practice, reasonable wear and tear excepted; (ii) maintain Inventory at levels consistent with past practice and with the requirements of the Business; (iii) use its commercially reasonable best efforts to keep available to Buyer, the services of its employees and agents and preserve for Buyer its relationships with suppliers, customers and others having business relationships with it; (iv) inform Buyer, on a regular basis, about all material matters affecting the Business; (v) maintain its books of account and records in the usual and ordinary manner; (vi) comply in all material respects with all applicable laws and regulations; (vii) maintain its present insurance in full force and effect, with policy limits and scope of coverage not less than is now provided by its present insurance; (viii) pay all accounts payable and other obligations on a basis consistent with the practices of the Business as of the date hereof; (ix) maintain its system of internal accounting controls; (x) take all necessary actions to vest fully any employee of Seller who becomes an employee of Buyer in his or her benefits under any Pension Plan maintained by Seller as of the Closing; and (xi) otherwise continue to operate in the ordinary course of its business;

(b) Without the prior written consent of Buyer, which shall not be unreasonably withheld, Seller shall not: (i) change its corporate structure,

- (ii) amend its charter or bylaws, (iii) amend, supplement or terminate any material contract, (iv) other than in the ordinary course of business, incur any single liability in excess of \$5,000, (v) transfer or otherwise dispose of any of the Assets, other than the sale of Inventory in the ordinary course of business, or sales of other property not material to the Business and that in the aggregate has a value not exceeding \$25,000, (vi) grant to its employees any increases in compensation or benefits, (vii) transfer its employees to any affiliated operation, or (viii) directly or indirectly engage in any negotiations, discussions, or communications with, solicit or entertain offers from, or provide any information to, any persons or entities other than Buyer relating to the possible acquisition of Seller or the Business by such persons or entities;
- (c) Seller shall provide Buyer's employees, agents, and authorized representatives with reasonable access to the locations operated by Seller and to the documents, books and records relating to the Business, to the extent necessary to enable Buyer to make a thorough investigation of the Business, to make a physical examination of Seller's assets, to conduct reasonable environmental examinations (to be approved in advance by Seller, which approval shall not be unreasonably withheld), and to examine its documents, books and records;
- (d) Seller shall use its reasonable best efforts to cause the conditions set forth in Section 8 to be satisfied on or prior to the Date of the Closing Date.

#### 6.2 Customers Records (CR).

- (a) On or before the Closing Date, Seller will provide Buyer with copies of the name, address, phone number and pertinent billing data for all active Purchased Customers in its database for the period commencing from six (6) months prior through and including the Closing Date.
- (b) On or before the Closing Date, Seller will provide Buyer with copies of the records of all Purchased Customers which may include active and inactive customers.

6.3 FCC; PSCs/PUCs. As soon as practicable after execution of this Agreement, Buyer and Seller will mutually apply for permission from the FCC and all applicable state PSCs and PUCs for the consummation of the transactions contemplated hereby.

6.4 Cooperation and Further Assurances. On and after the Closing Date, Seller will give, or cause to be given, to Buyer and its representatives, such reasonable access to the personnel, properties, titles, contracts, books, records, files, documents and affairs of Seller and copies thereof (at the expense of Buyer) as is necessary, in Buyer's reasonable judgment, to allow Buyer to obtain information in connection

with the preparation, and any audit, of Buyer's tax returns and any tax related claims, demands, other audits, suits, actions or proceedings by or against Buyer as the owner and/or operator of the Business. Seller agrees to cooperate with Buyer after the Closing Date in connection with the maintenance of favorable relations with all of Seller's customers and suppliers and the assertion of warranty claims, if any, against the suppliers with respect to any items in the Transferred Inventory, and to otherwise provide Buyer with such reasonable cooperation as is necessary to allow Buyer to obtain the full benefit of the transactions contemplated by this Agreement. In addition, Seller will, from time to time after the Closing Date, upon the reasonable request of Buyer, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, and assurances as may be reasonably required to transfer to and to vest in Buyer all right, title, and interest of Seller in and to the Assets and to protect the right, title, and interest of Buyer in and to all of the Assets. Buyer shall promptly reimburse Seller for the reasonable costs incurred in carrying out its obligations under this Section 6.5.

6.5 Transition; Discharge of Excluded Liabilities; Bulk Transfer Law. Seller shall permit Buyer to utilize certain services of Seller's underlying vendors pursuant to the Transition Services Agreement between the parties of even date (the "Services Agreement") in the form attached hereto as Exhibit 6.5. Seller shall maintain good working relations with the vendors discussed in the Services Agreement and covenants to pay all of its debts and/or discharge all of its obligations and shall confirm in writing that all such liabilities and obligations have been paid or discharged within ninety (90) days of the Closing Date. Seller will do all things necessary to comply with all bulk sales or transfer laws applicable to the transactions contemplated by this Agreement.

7. Covenants of Buyer.

7.1 Conduct Prior to the Closing Date. From the date hereof until the Closing Date, Buyer will use its best efforts to cause the conditions set forth in Section 9 to be satisfied on or prior to the Closing Date.

7.2 Access for Seller. After the Closing Date, Buyer will give, or cause to be given, to Seller and its representatives, such reasonable access to the personnel, properties, titles, contracts, books, records, files, documents and affairs of Buyer and copies thereof as is reasonably necessary to allow Seller to obtain information in connection with the preparation, and any audit, of Seller's tax returns and any tax related claims, demands, other audits, suits, actions or proceedings by or against Seller as the owner and/or operator of the Business and to allow Seller to satisfy any obligations relating to any Plans. Buyer agrees to provide Seller with such reasonable cooperation as is necessary to allow Seller to obtain the full benefit of the transactions contemplated by this Agreement. Seller shall promptly reimburse Buyer for the reasonable costs incurred in carrying out its obligations under this Section 7.2.

- 7.3 Employees. Except as set forth in Schedule 7.3, at the Closing Date, Buyer shall offer employment to none of Seller's employees.
8. Conditions to Obligations of Buyer. The obligations of Buyer under this Agreement are subject to the satisfaction on or prior to the Closing Date of the following conditions.
- 8.1 Representations and Warranties True on the Closing Date. Seller's representations and warranties made in this Agreement shall be true in all material respects as of the Closing Date as though such representations and warranties were made as of the Closing Date, except for those representations and warranties made as of a particular date, which shall be true in all material respects as of such date.
- 8.2 Compliance with Agreement. Seller shall have performed and complied in all material respects with all of its obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date, and Seller shall not otherwise be in default in any material respect under any of the provisions of this Agreement.
- 8.3 No Litigation. No litigation, proceeding, investigation or inquiry shall be pending or threatened which, if sustained, would enjoin or prevent the consummation of the transactions contemplated by this Agreement or materially and adversely affect Buyer's right to carry on the Business as currently conducted.
- 8.4 Third-Party Consents. Seller, provided Buyer has complied with the requirements set forth in Section shall have obtained all third-party consents and approvals not including governmental and regulatory consents and approvals set forth on Schedule 4.3 not including governmental and regulatory consents and approvals addressed elsewhere herein or otherwise required to permit consummation of the transactions contemplated by this Agreement and to allow for the assignment of the Transferred Contracts by the Closing Date.
- 8.5 No Material Adverse Change. There shall not have occurred any event or casualty that has a material adverse effect on the Business, the value of the Assets to Buyer or Buyer's ability to operate the Business in substantially the same manner as presently operated by Seller.
- 8.6 Certified Resolutions. Seller shall have delivered to Buyer copies of resolutions adopted by Seller's Board of Directors, certified as of the Closing Date by the Secretary of Seller, approving the execution and delivery of this Agreement and the performance by Seller of its obligations under this Agreement.
- 8.7 Lien Releases. Seller shall have provided Buyer with evidence of the release of the Assets from all financing statements, liens, and statements of assignment

within four (4) business days from the Closing Date, unless Buyer has specifically agreed to assume the lien.

8.8 Non-Solicitation. Neither Seller nor any majority shareholder or executive of Seller shall violate the terms of the Non-Competition Agreement of even date, a copy of which is attached hereto as Exhibit 8.8.

9. Conditions to Obligations of Seller. The obligations of Seller under this Agreement are subject to the satisfaction on or prior to the Closing Date of the following conditions, unless Seller waives such conditions:

9.1 Representations and Warranties True on the Closing Date. Buyer's representations and warranties made in this Agreement shall be true in all material respects as of the Closing Date as though such representations and warranties were made as of the Closing Date, except for those representations and warranties made as of a particular date, which shall be true in all material respects as of such date.

9.2 Compliance with Agreement. Buyer shall have performed and complied in all material respects with all of its obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date, and Buyer shall not otherwise be in default in any material respect under any of the provisions of this Agreement.

9.3 No Litigation. No litigation, proceeding, investigation or inquiry shall be pending or threatened which, if sustained, would enjoin or prevent the consummation of the transactions contemplated by this Agreement.

9.4 Certificate of Fulfillment of Conditions. Buyer shall have delivered to Seller a certificate, dated as of the Closing Date and signed by its Chief Executive Officer stating that the conditions set forth in Sections 9.1 and 9.2 have been fulfilled.

10. Closing.

10.1 Date and Time. Subject to Section 4.14 above, the transfer of assets and consummation of transactions contemplated by this Agreement (the "Closing") shall be effected no later than five (5) business days following receipt of all Regulatory Approvals (such date is referred to as the "Closing Date"), or at such other date, time and place upon which Buyer and Seller shall mutually agree, provided all conditions to the Closing described in Sections 8 and 9 have been met or such other time and date as the parties may agree in writing.

10.2 Procedures. If all of the conditions specified in Sections 8 and 9 have been fulfilled or are waived in writing by Buyer and Seller, as the case may be, on or by the Closing Date, then, on the Closing Date, Seller will execute and deliver to Buyer, against delivery of the Purchase Price and assumption by the Buyer of the Assumed Liabilities, the following:

- (a) Bill of Sale; Master LOA. A General Assignment and Bill of Sale of the Assets and Master Letter of Agency in the form attached hereto as Exhibits 10.2(a)(i) and (ii), respectively.
- (b) Assignment of Contracts and Leases; Other Instruments of Transfer. An Assignment of Contracts and Leases, together with separate assignments or other appropriate instruments of transfer (including titles and original registrations for all titled property) of any of the Assets and Assumed Liabilities not appropriately transferred by the General Assignment and Bill of Sale referred to in this Section 11.2.
- (c) Documents. All certificates and documents referred to herein, and such other documents and instruments as Buyer may reasonably request to effectuate the intents and purposes of this Agreement, including but not limited to a legal opinion from Seller's counsel in the form attached hereto as Exhibit 10.2(c).

10.3 Possession. Possession of all of the Assets will be delivered to Buyer, and the assignment to Buyer of the Transferred Contracts will be effective, on the Closing Date.

11. Confidential Information.

- (a) At all times following the Closing Date, Seller and Buyer agree to keep confidential and not to disclose to others information relating to the Business, including, but not limited to, information regarding (A) customers or potential customers; (B) pricing structure, costs, and profit margins; and (C) other proprietary, confidential or secret information relating to the business, products, activities or operating aspects (hereafter "Confidential Information"). Seller and Buyer shall use all reasonable care to protect, and prevent unauthorized disclosure of, any Confidential Information, unless such information is now or becomes generally known or available to the public without any violation of this Agreement or is required to be disclosed by applicable law or by court or governmental order. In addition, for a period of two years following the Closing Date, Seller and Buyer shall not, directly or indirectly, solicit or hire any person who is or was an employee of the other party, without the prior written consent of such other party .
- (b) Seller and Buyer acknowledge that a breach of any of their obligations under this Section 11 would result in irreparable injury to the other party for which damages would not be an adequate remedy. Therefore, Seller and Buyer consent to the issuance of injunctive relief in the event of a breach of its obligations under this Section 11, in addition to any other

remedies to which Buyer may be entitled by law or equity.

(c) Any provision of the foregoing covenant that is prohibited or unenforceable, including without limitation, as to time, geographic area, or scope of activity, shall be void to the extent of that prohibition or unenforceability only and the remaining provisions, including the remainder of any provision found only partially invalid or unenforceable, shall continue to be in full force and effect and shall not be affected by such invalidity or unenforceability.

(d) Seller acknowledges that its covenants not-to-compete are a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby.

12. Investigation. Notwithstanding any investigation or inquiry made by or on behalf of Buyer or Seller, each party shall be entitled to rely on the representations, warranties and covenants set forth herein or given on the Closing Date. The representations, warranties, and covenants that are contained in this Agreement or given on the Closing Date will survive any investigation and inquiry made by or on behalf of Buyer or Seller, as the case may be.

13. Indemnification.

13.1 By Seller and Seller's Shareholders. Seller and Seller's Shareholders agree to hold harmless, indemnify and defend Buyer and its legal representatives, successors and assigns from and against any loss, cost, liability, or expense (including without limitation, costs and expenses of litigation and, to the extent permitted by law, reasonable attorney's fees) incurred by Buyer by reason of

(a) breach of any of the representations or warranties set forth in Article 4 hereof,

(b) the breach of any of the covenants or agreements of Seller contained in this Agreement or in any other instrument, agreement or document executed or delivered by Seller in connection with this Agreement or given on or before the Closing Date;

(c) the assertion against Buyer of any liability or obligation of Seller not expressly assumed by Buyer hereunder, including but not limited to product liability or warranty claims, any liabilities or obligations arising under federal, state or local environmental laws, and tax laws and any liabilities or obligations resulting from or relating to shareholders, employees or former employees or representatives of Seller;



- (d) a claim made or asserted against Buyer under any bulk transfer or bulk sales law, or other principle of successor or transferee liability, by any person having a claim against Seller, whether such claim is liquidated or unliquidated, contingent or disputed, or (e) the conduct of the Business prior to the Closing.

13.2 By Buyer. Buyer agrees to indemnify Seller against any loss, cost, liability, or expense (including without limitation, costs and expenses of litigation and, to the extent permitted by law, reasonable attorney's fees) incurred by Seller by reason of (a) breach of any of the representations or warranties set forth in Article 5 hereof, (b) the breach of any of the covenants or agreements of Buyer contained in this Agreement or in any other instrument, agreement or document executed or delivered by Seller in connection with this Agreement or given on or before the Closing Date (c) Buyer's breach, from and after the Closing Date, of any liability or obligation assumed by Buyer under any Transferred Contract or (d) the conduct of the Business after the Closing.

### 13.3 Assertion and Arbitration of Claims

- (a) The parties shall be free to bring all differences of interpretation and disputes arising in connection with this Agreement to the attention of the other at any time without prejudicing their harmonious relationship and operations hereunder, and the good offices and facilities of either party shall be available at all times for the prompt and effective adjustment of any and all such differences, either by mail, telephone or personal meeting under friendly and courteous circumstances.
- (b) If a party claims ("Claiming Party") that it is entitled to indemnification under this Article, notice of such claim (the "Claim") shall be given to the party from whom the Claiming Party seeks indemnification. The parties shall negotiate in good faith to determine the validity and the value of the Claim. If the parties cannot reach an agreement as to the value or validity of the Claim, then the Claim may be submitted by either party for arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the decision of such arbitrator shall be final and binding upon the parties. Unless otherwise agreed by the parties, arbitration will take place in Orlando, Florida before a single arbitrator. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any action brought before an arbitrator or any court shall be entitled to recover all costs, including fees and expenses of counsel.

13.4 Limitations. The Indemnification obligations of Buyer and Seller are subject to each of the following limitations and qualifications:

- (a) Each of the Representations and Warranties made by Seller and Buyer in this Agreement shall survive for a period of twelve (12) months after the Closing Date, except for representations and warranties relating to due authorization and title to the Assets which shall survive without limitation, and representations and warranties relating to Environmental and Safety Laws and Employee Benefits, which shall survive for ninety-one (91) days following the expiration of all applicable statutes of limitations. After the expiration of representations and warranties, no claim for indemnification based on such representations or warranties may be asserted, except that claims first asserted in writing with reasonable detail before the expiration date may be pursued until they are finally resolved.
- (b) No claim for indemnification can be made until the amount of damages incurred by the party seeking indemnification, in the aggregate, for all claims asserted, exceeds \$10,000.
- (c) The amount recoverable from Seller, on the one hand, or Buyer, on the other hand, for all indemnification claims asserted pursuant to this Section 13.1(a) or Section 13.2(a), shall not exceed an amount equal to of the Purchase Price.

14. Termination. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing Date:

- (a) By Buyer, upon delivery of written notice to Seller, for any reason at the sole discretion of Buyer.
- (b) By Seller, upon delivery of written notice to Buyer, if any of the conditions set forth in Section 9 hereof have not been fulfilled by the date set for Closing in Section 10.1 or have become incapable of fulfillment on or before such date.
- (c) In the event of any such termination, this Agreement will become void and of no further force and effect and no party hereto will have any liability to any other party hereunder financial or otherwise, except with respect to liabilities and obligations that expressly survive the termination of this Agreement.

15. Expenses. Whether or not the transactions contemplated hereby are consummated, each of the parties hereto will pay, except as otherwise provided herein, its respective expenses, income and other taxes, and costs (including without limitation, the fees, disbursements, and expenses of its attorneys, accountants, and consultants) incurred by it in negotiating, preparing, closing, and carrying out

this Agreement and the transactions contemplated by this Agreement.

16. Notices. Notices hereunder will be effective when they are sent by facsimile or by email, with confirmation of receipt; one day after they are deposited with an overnight courier; and three business days after they are deposited in the official mails, postage prepaid, and, in each case, addressed:

A) In the case of Buyer to:  
Reduced Rate Long Distance, LLC  
1800 Pembroke Drive, Ste. 300  
Orlando, FL 82810  
Telephone: (866) 367-7753

B) In the case of Seller to:

Horizon Telecom, Inc.  
3993 Howard Hughes Parkway  
Suite 250  
Las Vegas, NV 89169  
Telephone: (877) 539-7995  
Email: regdb@dominionbusinessgroup.com

All notices delivered hereunder shall be marked "PERSONAL AND CONFIDENTIAL." Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

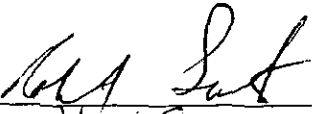
17. Public Announcements and Releases. No party to this Agreement will make or cause to be made any public announcement or release concerning this Agreement or the transactions contemplated hereby unless required by Law or regulations, without the prior written consent of the other party.
18. Governing Law. The validity, interpretation, and performance of this Agreement will be determined in accordance with the laws of the State of Florida.
19. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
20. Headings. The headings, subheadings, and captions in this Agreement and in any exhibit hereto are for reference purposes only and are not intended to affect the meaning or interpretation of this Agreement.
21. Exhibits and Schedules. The exhibits and schedules attached hereto and the other documents delivered pursuant hereto are hereby made a part of this Agreement as if set forth in full herein.

22. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, arrangements, and understandings, written or oral, relating to the subject matter of this Agreement.
23. Successors and Assigns. This Agreement will be binding upon Seller and Buyer and their respective successors and assigns. Notwithstanding the immediately preceding sentence, Seller may assign its rights and delegate its duties under this Agreement only upon the prior written consent of Buyer. Buyer may assign its rights and delegate its duties under this Agreement to any of its subsidiaries or affiliated companies.
24. Severability. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision shall remain in force and effect to the maximum extent allowable, if any, and the enforceability and validity of the remaining provisions of this Agreement shall not be affected thereby.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed and delivered as of the day and year first above written.

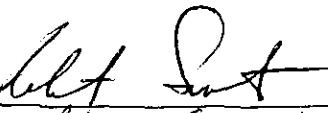
**SELLER:**

Horizon Telecom, Inc.

By:   
Name: Robert Sorrentino  
Title: President

**BUYER:**

Reduced Rate Distance, LLC

By:   
Name: Robert Sorrentino  
Title: President

## EXHIBIT "B"

### SAMPLE CUSTOMER NOTICE

[Reduced Rate logo here]

Reduced Rate Long Distance, LLC

Horizon Telecom, Inc.

\_\_\_\_\_, 2008

Dear Customer:

Reduced Rate Long Distance, LLC ("RRLD") and Horizon Telecom, Inc. ("Horizon") have entered into an Asset Purchase Agreement, whereby designated telecommunications assets of Horizon will be acquired by RRLD, and RRLD will become your interstate, international and intrastate telecommunications service provider for long distance services. RRLD anticipates this happening on or before March 15, 2008.

This change in ownership will not affect or in any way disrupt your current service. **Your rates and the terms and conditions under your existing contract will not change as a result of the transaction.** No charges or fees will be imposed and no rate increase will occur as a result of this transaction. RRLD will inform you, by separate mailing, of any post-transaction changes which may occur.

We realize you have a choice of carriers. Subject to the terms and conditions of your existing contract with Horizon, including applicable termination penalties, you have the right to choose a different carrier for your services. Please note that if you are a customer of Horizon on the date of the transfer and you have not informed Horizon that you have made arrangements to switch to a carrier other than RRLD, your services will automatically be transferred and your account assigned to RRLD. Also, if you have placed a "freeze" on the services to prevent the unauthorized transfer of your services to another carrier, the freeze will be lifted and your services will be transferred to RRLD. You must contact your local exchange carrier to re-establish freeze protection for your Services after the transfer. If you have any questions, please call one of RRLD's Customer Service Representatives at (866) 367-7753.

RRLD will be responsible for all customer complaints prior to and during the closing.

We at RRLD are pleased to welcome you to our team and would like to express our appreciation for allowing us the opportunity to be your telecommunication service provider. We are confident that you will be pleased with the high quality of our service.

Yours faithfully,

Reduced Rate Long Distance, LLC

Horizon Telecom, Inc.

EXHIBIT "C"

FINANCIALS

**EXHIBIT "D"**

**MANAGERIAL PROFILES**



## RESUME OF ROBERT SORRENTINO

Mr. Sorrentino has been involved in telecommunications since 1987. He has both managed and acted as a consultant to numerous operator service and payphone providers, long distance carriers, and local exchange carriers. He has experience in many Telecom areas, including contract negotiation, network services, provisioning, back office support, billing and collections, customer support, data systems, and day to day operations. Mr. Sorrentino was the founder and President of Nationwide Telecom, Inc., a provider of 1+ service throughout the eastern and southern United States.