

YOURTEL AMERICA, INC.

ETC DESIGNATION AMENDMENT APPLICATION

EXHIBIT A

LIST OF INCUMBENT LOCAL EXCHANGE CARRIERS

LIST OF MISSOURI INCUMBENT LOCAL EXCHANGE CARRIERS

Alma Telephone
AT&T Missouri
BPS Telephone
Cass County Telephone
CenturyTel of Missouri, LLC d/b/a CenturyLink
Chariton Valley Telephone
Choctow Telephone
Citizens Telephone
Craw-Kan Telephone (Co-op)
Ellington Telephone
Embarq Missouri, Inc. d/b/a CenturyLink
Farber Telephone
Fidelity Telephone
Goodman Telephone
Granby Telephone
Grand River Mutual (Co-op)
Green Hills Telephone (Co-op)
Holway Telephone
IAMO
Iowa Telephone
Kingdom Telephone (Co-op)
KLM Telephone
Lathrop Telephone
Le-Ru Telephone
Mark Twain Rural Telephone (Co-op)
McDonald County Telephone
Mid-Missouri Telephone
Miller Telephone
MoKan Dial
NE MO Rural (Co-op)
New Florence
New London Telephone
Orchard Farm Telephone
Oregon Farmers Mutual Telephone
Ozark Telephone
Peace Valley Telephone
Rock Port Telephone (Co-op)
Seneca Telephone
Southwestern Bell Telephone Company d/b/a AT&T Missouri
Spectra Communications Group, LLC d/b/a CenturyLink
Steelville Telephone Exchange
Stoutland Telephone
Windstream Missouri

YOURTEL AMERICA, INC.

ETC DESIGNATION AMENDMENT APPLICATION

EXHIBIT B

**OFFICER'S AFFIDAVIT CONCERNING YOURTEL'S
TECHNICAL, FINANCIAL AND MANAGERIAL RESOURCES AND ABILITIES**

State of Oklahoma)
) ss.
County of Oklahoma)

AFFIDAVIT

Dale R. Schmick, known to the undersigned Notary to be a credible person and of lawful age, who being first duly sworn on his oath, deposes and says:

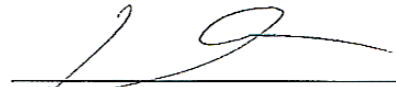
1. I am Vice President of YourTel America, Inc., the Applicant in this matter, and am authorized to make this Affidavit on behalf of YourTel America, Inc.

2. In my capacity as Vice President, I have executive responsibilities for the day-to-day financial matters associated with YourTel America, Inc.

3. YourTel America, Inc. possesses sufficient technical, financial and managerial resources and abilities to continue to provide Eligible Telecommunications Carrier (ETC) services in Missouri.

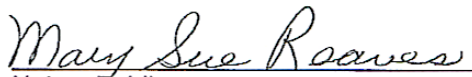
4. YourTel America, Inc. has not defaulted on any of its financial obligations within the last three years.

Further Affiant sayeth not.



Dale R. Schmick
Vice President
YourTel America, Inc.

Subscribed and sworn before me this 17th day of May 2011.



Notary Public

My Commission Expires: Sept. 29, 2014

Notary Seal: Mary Sue Reaves
Notary Public, State of Oklahoma
My Commission Expires
September 29, 2014

YOURTEL AMERICA, INC.
ETC DESIGNATION AMENDMENT APPLICATION
EXHIBIT C
LIFELINE AND LINK-UP SERVICE OFFERINGS

MISSOURI YOURTEL AMERICA LIFELINE WIRELESS CALLING PLAN

YourTel Lifeline Wireless Calling Plan

68 Free anytime minutes per month

Includes Caller ID, Call Waiting, Three-Way Calling and Voicemail

Unused minutes rollover and are available for a maximum of sixty (60) days

Nationwide calling included

Domestic Long Distance included

Text available; 1 text = 0.3 minute

Installation charge is \$60 with, less \$30 linkup credit for eligible consumers

MRC is \$13.60 prior to applicable Lifeline discounts

Free handset

Additional minutes and texts are available at:

\$5.00 - 60 Minutes/Texts

\$10.00 - 200 Minutes/Texts

\$15.00 - 300 Minutes/Texts

\$20.00 - 400 Minutes/Texts

\$25.00 - 500 Minutes/Texts

\$30.00 - 600 Minutes/Texts

\$50.00 - 1300 Minutes/Texts

\$60.00 – 1700 Minutes/Texts

Roaming charges, should they occur, will be billed at a rate of \$0.59 per minute of use and will be deducted from the available minutes.

Directory assistance calls will be charged at a rate of \$1.50 per call plus applicable airtime charges.

Data Subscription Rates are available at:

\$5.00 for 5MB

\$10.00 for 20MB

\$20.00 for 50MB

YOURTEL AMERICA, INC.
ETC DESIGNATION AMENDMENT APPLICATION
EXHIBIT D
SAMPLE ADVERTISEMENTS

WIRELESS SERVICE

MISSOURI



**"YOURTEL WIRELESS IS A GOVERNMENT
SUPPORTED PROGRAM THAT OFFERS
FREE WIRELESS PHONES AND FREE AIRTIME
EACH MONTH FOR ELIGIBLE CUSTOMERS"**



WWW.YOURTELWIRELESS.COM



**NATIONWIDE COVERAGE*
FREE MINUTES EACH MONTH*
TEXT MESSAGING AVAILABLE***

COMPLETE FORM ON BACK TO GET YOUR FREE PHONE*

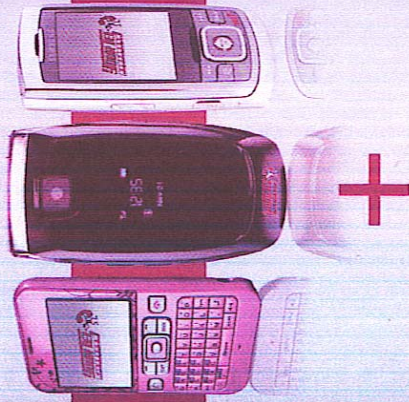
WIRELESS REFILLS AVAILABLE

WIRELESS REFILLS

\$5*	60	ANYTIME	200	ANYTIME	20*	450	ANYTIME	20*	300	ANYTIME	25*	300	ANYTIME	30*	600	ANYTIME	\$50*		
OR	200	TEXT	OR	650	OR	1500	OR	1000	OR	1000	OR	UNLIMITED	OR	UNLIMITED	OR	UNLIMITED	OR	UNLIMITED	

*Wireless coverage and availability not guaranteed. Service not available in all areas. Plans may vary by state. Wireless plans subject to change without notice. Free wireless devices may require activation fee at time of receiving equipment. Deferred installation fees may apply, include 911 access where available but not guaranteed. Wireless service expires in 30 days from activation. Other terms, conditions, and restrictions apply. Service provided by YourTel America, Inc. For complete wireless terms or conditions please visit www.yourtelwireless.com.

**FREE WIRELESS
PHONE***



**FREE MINUTES*
EVERY MONTH!**

**"COMPLETE FORM ON BACK
TO GET YOUR FREE PHONE"***

**1.855-299-9990
WWW.YOURTELWIRELESS.COM**

YOURTEL AMERICA, INC.

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EXHIBIT E

CTIA CONSUMER CODE FOR WIRELESS SERVICE

CTIA

Consumer Code *for* Wireless Service

To provide consumers with information to help them make informed choices when selecting wireless service, the CTIA and the wireless carriers that are signatories below have developed the following Consumer Code. The carriers that are signatories to this Code have voluntarily adopted the principles, disclosures, and practices here for wireless service provided to individual consumers, including voice, messaging, and data services sold either on a postpaid or prepaid basis.

THE WIRELESS CARRIERS THAT ARE SIGNATORIES TO THIS CODE WILL:

ONE

DISCLOSE RATES AND TERMS OF SERVICE TO CONSUMERS

For each service plan offered to new consumers, wireless carriers will disclose to consumers at point of sale and on their web sites, at least the following information, as applicable: (a) the coverage area for the service; (b) any activation or initiation fee; (c) the monthly access fee or base charge; (d) the amount and nature of any voice, messaging, or data allowances included in the plan (such as night and weekend minutes); (e) the charges for domestic usage in excess of any included allowances or outside of the coverage area; (f) for prepaid service plans, the period of time during which any balance is available for use; (g) whether there are prohibitions on data service usage and whether there are network management practices that will have a material impact on the customer's wireless data experience; (h) whether any additional taxes, fees or surcharges apply; (i) the amount or range of any such fees or surcharges that are collected and retained by the carrier; (j) the amount or nature of any late payment fee; (k) whether a fixed-term contract is required and its duration; (l) the amount and nature of any early termination fee that may apply; and (m) the trial period during which a consumer may cancel service without any early termination fee, as long as the consumer complies with any applicable return policy.

TWO

MAKE AVAILABLE MAPS SHOWING WHERE SERVICE IS GENERALLY AVAILABLE

Wireless carriers will make available at point of sale and on their web sites maps depicting approximate domestic coverage applicable to each of their service plans currently offered to consumers. To enable consumers to make comparisons among carriers, these maps will be generated using generally accepted

methodologies and standards to depict the carrier's outdoor coverage. All such maps will contain or link to an appropriate legend concerning limitations and/or variations in wireless coverage and map usage, including any geographic limitations on the availability of any services included in the plan. Wireless carriers will periodically update such maps as necessary to keep them reasonably current. If necessary to show the extent of service coverage available to customers from carriers' roaming partners, carriers will request and incorporate coverage maps from roaming partners that are generated using similar industry-accepted criteria, or if such information is not available, incorporate publicly available information regarding roaming partners' coverage areas.

THREE

PROVIDE CONTRACT TERMS TO CUSTOMERS AND CONFIRM CHANGES IN SERVICE

When a customer initiates new service or a change in existing service, the carrier will provide or confirm any new material terms and conditions of the ongoing service with the customer.

FOUR

ALLOW A TRIAL PERIOD FOR NEW SERVICE

When a customer initiates postpaid service with a wireless carrier, the customer will be informed of and given a period of not less than 14 days to try out the service. The carrier will not impose an early termination fee if the customer cancels service within this period, provided that the customer complies with applicable return and/or exchange policies. Other charges, including usage charges, may still apply.

FIVE

PROVIDE SPECIFIC DISCLOSURES IN ADVERTISING

In advertising of prices for wireless service plans or devices, wireless carriers will disclose material charges and conditions related to the advertised prices and services, including if applicable and to the extent the advertising medium reasonably allows: (a) whether activation or initiation fees apply; (b) monthly access fees or base charges; (c) the amount and nature of any voice, messaging, or data service allowances included in the plan; (d) the charges for any domestic usage in excess of any included allowances or outside of the coverage area; (e) for prepaid service plans, the period of time during which any balance is available for use; (f) whether there are network management practices that will have a material impact on the customer's wireless data experience; (g) whether any additional taxes, fees or surcharges apply; (h) the amount or range of any such fees or surcharges that are collected and retained by the carrier; (i) whether a fixed-term contract is required and its duration; (j) early termination fees; (k) the terms and conditions related to receiving a product or service for "free;" (l) for any service plan advertised as "nationwide," (or using similar terms), the carrier will have available substantiation for this claim; and (i) whether prices or benefits apply only for a limited time or promotional period and, if so, whether any different fees or charges will apply for the remainder of the contract term.

SIX

SEPARATELY IDENTIFY CARRIER CHARGES FROM TAXES ON BILLING STATEMENTS

On customers' bills, carriers will distinguish (a) monthly charges for service and features, and other charges collected and retained by the carrier, from (b) taxes, fees and other charges collected by the carrier and remitted to federal state or local governments. Carriers will not label cost recovery fees or charges as taxes.

SEVEN

PROVIDE CUSTOMERS THE RIGHT TO TERMINATE SERVICE FOR CHANGES TO CONTRACT TERMS

Carriers will not modify the material terms of their postpaid customers' contracts in a manner that is materially adverse to those customers without providing a reasonable advance notice of a proposed modification and allowing those customers a time period of not less than 14 days to cancel their contracts with no early termination fee.

EIGHT

PROVIDE READY ACCESS TO CUSTOMER SERVICE

Customers will be provided a toll-free telephone number to access a carrier's customer service during normal business hours. Customer service contact information will be provided to customers online and on billing statements. Each wireless carrier will provide information about how customers can contact the carrier in writing, by toll-free telephone number, via the Internet or otherwise with any inquiries or complaints, and this information will be included, at a minimum, on all billing statements, in written responses to customer inquiries and on carriers' web sites. Each carrier will also make such contact information available, upon request, to any customer calling the carrier's customer service departments.

NINE

PROMPTLY RESPOND TO CONSUMER INQUIRIES AND COMPLAINTS RECEIVED FROM GOVERNMENT AGENCIES

Wireless carriers will respond in writing to state or federal administrative agencies within 30 days of receiving written consumer complaints from any such agency.

TEN

ABIDE BY POLICIES FOR PROTECTION OF CUSTOMER PRIVACY

Each wireless carrier will abide by a policy regarding the privacy of customer information in accordance with applicable federal and state laws, and will make available to the public its privacy policy concerning information collected online. Each wireless carrier will abide by the CTIA Best Practices and Guidelines for Location-Based Services.

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EXHIBIT F

CUSTOMER VERIFICATION AND CERTIFICATION PROCEDURE

1. YourTel America, Inc. will not allow Missouri customers to self-certify their eligibility for Universal Service Fund (USF) support. Customers will not be allowed to certify by themselves that they are participants in one or more of the programs whose participants are allowed to receive low-income USF benefits. Rather, YourTel will certify that customers are participants in those programs which render them eligible for USF benefits.

2. At the time of service request, YourTel will have one of its representatives review the documentation submitted by prospective or existing customers for the purpose of demonstrating eligibility to receive low-income USF benefits. The customer will sign an Application Form: (a) attesting under penalty of perjury that the customer is a current beneficiary of at least one of the lifeline-qualifying government programs; (b) identifying the specific program; (c) agreeing to inform YourTel if and when they cease to participate in the qualifying program; (d) authorizing the agency administering the qualifying program to confirm to the Public Service Commission the customer's current participation in the program; and (e) confirming that discounts under the Lifeline program are limited to one per household.

3. At the time the prospective Lifeline customer completes and presents the Application Form to the YourTel representative, the representative will check the form for correctness and completeness (incomplete forms will result in no service being provisioned), will ensure the form is signed and dated, and will examine the proof of eligibility (documentation) for the qualifying program.

4. The representative will then document on the Application Form the customer's name and date, and which qualifying document was examined. The representative will then sign the USF eligibility form to certify that the customer is eligible for USF benefits.

5. No copy is to be made of the document(s) that the representative examines in person. If the qualifying proof document is received by mail or fax, the same notation must be made on the Application Form, and then the representative must destroy the qualifying proof document via shredding or, if the document is an original, return it to customer.