

AEGIS TELECOM, INC. D/B/A OFF THE HOOK TELECOM

ETC APPLICATION

EXHIBITS A – G

LIST OF EXHIBITS

Exhibit A	Missouri Secretary of State Certificate of Authority and Fictitious Name Registration
Exhibit B	List of Missouri Incumbent Local Exchange Carriers
Exhibit C	Officer's Affidavit
Exhibit D	Lifeline and Link-Up Service Offerings
Exhibit E	Sample Advertisements
Exhibit F	CTIA's Consumer Code for Wireless Service
Exhibit G	Customer Verification and Certification Procedure

AEGIS TELECOM, INC. D/B/A OFF THE HOOK TELECOM

ETC APPLICATION

EXHIBIT A

**MISSOURI SECRETARY OF STATE
CERTIFICATE OF AUTHORITY
AND
FICTITIOUS NAME REGISTRATION**

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF AUTHORITY

WHEREAS,

AEGIS TELECOM, INC
F01116231

using in Missouri the name

AEGIS TELECOM, INC

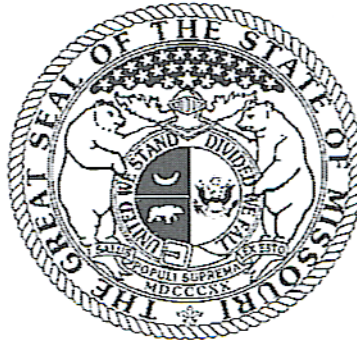
has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Tennessee.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
31st day of January, 2011.

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State





State of Missouri
Robin Carnahan, Secretary of State

File Number: 201110381002

X01134246

Date Filed: 04/13/2011

Expiration Date: 04/13/2016

Robin Carnahan

Secretary of State

Registration of Fictitious Name

This fictitious name filing shall expire 5 years from the date filed unless a renewal filing is submitted within 6 months prior to the expiration date.

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:

Business name to be registered: **Off the Hook Telecom**
Business address: **5800 Central Avenue Pike #2805**
City, State and Zip Code: **Knoxville TN 37912**

If all parties are jointly and severally liable, percentage of ownership need not be listed.

Name of Owners, Individual or Business Entity	Street and Number	City and State	Zip Code	If listed, Percentage of ownership must equal 100%
AEGIS TELECOM, INC	5800 Central Avenue Pike #2805	Knoxville TN	37912	100%

In Affirmation thereof, the facts stated above are true:

(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060, RSMo)

Robert Clark

(Authorized Signature)

President

(Authorized Party Relationship)

AEGIS TELECOM, INC. D/B/A OFF THE HOOK TELECOM

ETC APPLICATION

EXHIBIT B

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

AEGIS TELECOM, INC. D/B/A OFF THE HOOK TELECOM

ETC APPLICATION

EXHIBIT C

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

State of Florida

)

) ss.

County of Marion

)

AFFIDAVIT

Robert Clark, 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 President of Aegis Telecom, Inc. d/b/a Off the Hook Telecom, the Applicant in this matter, and am authorized to make this Affidavit on behalf of Aegis Telecom, Inc. d/b/a Off the Hook Telecom.

2. In my capacity as President, I have executive responsibilities for the day-to-day financial matters associated with Aegis Telecom, Inc. d/b/a Off the Hook Telecom.

3. Aegis Telecom, Inc. d/b/a Off the Hook Telecom possesses sufficient technical, financial and managerial resources and abilities to provide Eligible Telecommunications Carrier (ETC) services in Missouri.

4. Aegis Telecom, Inc. d/b/a Off the Hook Telecom has not defaulted on any of its financial obligations within the last three years.

Further Affiant sayeth not.

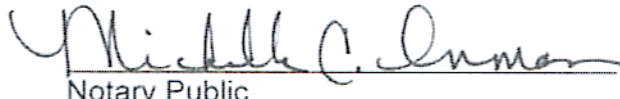


Robert Clark

President

Aegis Telecom, Inc. d/b/a Off the Hook Telecom

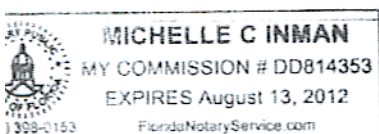
Subscribed and sworn before me this 12th day of April 2011.


Notary Public

My Commission Expires:

Aug. 13, 2012

Notary Seal:



AEGIS TELECOM, INC. D/B/A OFF THE HOOK TELECOM

ETC APPLICATION

EXHIBIT D

LIFELINE AND LINK-UP SERVICE OFFERINGS

Off the Hook Telecom Lifeline Service:

AEGIS TELECOM, INC. d/b/a OFF THE HOOK TELECOM	
LIFELINE PLANS & PRICING	
MINUTES	CUSTOMER COST
100	FREE (Every Month)
PURCHASE ADDITIONAL MINUTES	
35	\$5.00
75	\$10.00
160	\$20.00
270	\$30.00
700	\$50.00
Text	.3 Minutes

*** Call Waiting Included
Caller ID Included
Voice Mail Included

Customer will receive 100 minutes free each month as part of the basic package. When choosing to purchase additional minutes, customers can purchase minutes in increments between 35 minutes for \$5 and 700 minutes for \$50.00. All minute packages include Call Waiting, Caller ID, and Voice Mail at no additional charge. Texting in all plans are at 0.3 minutes per text.

Off the Hook Telecom Link-Up Service:

Aegis' usual wireless service activation fee is \$60. The Company will be reducing its activation charge by \$30.00 for Lifeline customers. The customer will also receive a one-time promotional discount of \$30.

AEGIS TELECOM, INC. D/B/A OFF THE HOOK TELECOM

ETC APPLICATION

EXHIBIT E

SAMPLE ADVERTISEMENTS

Economy downfall Stops Here!!

Free Home Phone Service*

- FREE Activation
- Free Long Distance*
- FREE Caller ID
- FREE Call Waiting
- NO Credit Check
- NO Deposit



CALL US: 800-263-3671
or FAX TO 877-433-2161

or www.offthehooktelecom.com

Limited Time
Offer



Helping you save money w/ Free Home Phone Service

Presorted
FIRST-CLASS
U.S. Postage
PAID
Permit No. 688
Clearwater, FL

You Qualify if you receive:

- Medicaid (Non Medicare)
- Food Stamps (SNAP)
- Supplemental Security Income (SSI)
- Federal Public Housing (HUD/ Section 8)
- Temporary Assistance to Needy Families (TANF)
- Low Income Home Energy Assistance Plan (LIHEAP)



CALL US: 800-263-3671
or FAX TO 877-433-2161

visit www.offthehooktelecom.com

*Free promotion length and long distance minutes may vary based on your location. Please call for more details.

HOME

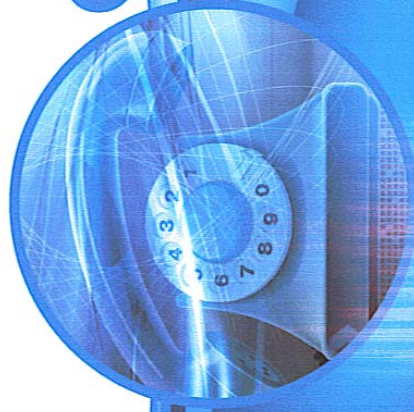
Phone Service

FREE

- Activation*
- Long Distance*

NO

- Credit Check
- Deposit



CALL TODAY!

Off **the Hook**
TELECOM



800-263-3671

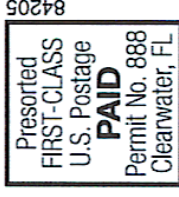


**YOU QUALIFY for the FREE
PHONE service if you receive:**

- Federal Public Housing (AL, TN)
- Low Income Energy Assistance Program (AL, TN)
- Medicaid – TennCare aka Medicare (TN)
- National School Lunch (Free Program only) (TN only)
- Supplemental Nutrition Assist Program (SNAP) (AL, TN)
- Supplemental Security Income (AL, TN)
- Temporary Assistance for Needy Families (AL, TN)

* Free promotion length and long distance minutes may vary based on your location. Please call for details.

© Off the Hook Telecom



LIMITED TIME OFFER

Call or Visit Us Online

800.263.3671

www.OffTheHookTelecom.net

**Mr. & Mrs. John A. Smith
456 Orange Grove Blvd.
Orlando, FL 32806**

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EXHIBIT F

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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ETC APPLICATION

EXHIBIT G

CUSTOMER VERIFICATION AND CERTIFICATION PROCEDURE

1. Aegis Telecom, Inc. d/b/a Off the Hook Telecom 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, Aegis will certify that customers are participants in those programs which render them eligible for USF benefits.

2. At the time of service request, Aegis 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 Aegis/Off the Hook Telecom 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 Off the Hook Telecom 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.