

**Lance J.M. Steinhart, P.C.**

Attorney At Law  
1720 Windward Concourse  
Suite 115  
Alpharetta, Georgia 30005

Also Admitted in New York  
and Maryland

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July 3, 2007

VIA E-DOCKET

Ms. Patty VanGerpen  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501-5070  
(605) 773-3201

Re: Global Capacity Group, Inc.

Dear Ms. VanGerpen:

Enclosed please find Global Capacity Group, Inc.'s Application for Registration of a Telecommunications Company to Provide Local Exchange and Interexchange Service.

**APPLICANT HAS ALSO ATTACHED ONE COPY OF FINANCIAL STATEMENTS UNDER A SEPARATE PDF FILE LABELED "CONFIDENTIAL FINANCIALS" AND RESPECTFULLY REQUESTS CONFIDENTIAL TREATMENT OF THE ATTACHED FINANCIAL INFORMATION. APPLICANT EXPECTS THAT THIS INFORMATION WILL BE RESTRICTED TO COUNSEL, AGENTS AND EMPLOYEES WHO ARE SPECIFICALLY ASSIGNED TO THIS APPLICATION BY THE COMMISSION.**

Mr. William Bullard  
Executive Director  
South Dakota Public Utilities Commission  
July 3, 2007  
Page 2

The information which is the subject of this request is Statement of Cash Flows and Profit & Loss Statement for the period ending December 31, 2006 and Balance Sheet as of December 31, 2006. As a privately-held corporation, the Applicant's financial statements are not made publicly available, and Applicant takes reasonable precautions to maintain and protect the confidentiality of such information. Public disclosure of Applicant's financial information for which this request is made could place Applicant at a competitive disadvantage. For these reasons, Global Capacity Group, Inc. hereby respectfully requests that its financial statements be treated as confidential information and not made a part of the public record in this Docket.

The application fee of \$250.00 is being sent directly to the commission under separate cover.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

Lance J.M. Steinhart  
Attorney for Global Capacity Group, Inc.

Enclosures

cc: Jonathan Wynne-Evans (w/enc)

APPLICATION FOR REGISTRATION  
OF GLOBAL CAPACITY GROUP, INC.  
FILED WITH THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE	)	
APPLICATION OF	)	
GLOBAL CAPACITY GROUP, INC.	)	
	)	
FOR AN ORDER	)	Docket No.
AUTHORIZING THE REGISTRATION	)	
OF APPLICANT AS A	)	
TELECOMMUNICATIONS COMPANY	)	
TO PROVIDE INTEREXCHANGE	)	
AND LOCAL EXCHANGE SERVICE	)	

APPLICATION

Application is hereby made to the South Dakota Public Utilities Commission for an Order authorizing Global Capacity Group, Inc. ("Global Capacity" or "Applicant") to register as a telecommunications company to provide resold and facilities-based/UNE local exchange and interexchange service within the State of South Dakota. The following information is furnished in support thereof:

**1. Name, Address, Telephone Number, and e-mail of Applicant**

Global Capacity Group, Inc.  
730 N Post Oak, Suite 400  
Houston, Texas 77027  
(713) 529-2219 (Phone)  
(800) 505-0037 (Fax)  
info@globalcapacity.com(e-mail)

Applicant has no local office in South Dakota at this time.

All inquiries regarding customer complaints and other regulatory matters should be addressed to:

Joanne Solis  
730 N Post Oak, Suite 400  
Houston, Texas 77027  
(713) 529-2219 (Phone)  
(800) 505-0037 (Fax)  
info@globalcapacity.com(e-mail)

**2. Registered Agent**

The name and address of the Applicant's registered agent are:

TCS Corporate Services, Inc.  
c/o Marilyn Person  
819 West Third  
Pierre, South Dakota 57501

**3. Description of the Applicant**

Applicant is incorporated in the State of Texas and is in good standing under the laws of that state. The Company was incorporated on December 12, 2001. A copy of the Company's Articles of Incorporation is attached to this Application as Exhibit A. In addition, the Company is authorized to do business as a foreign corporation in the State of South Dakota. Attached as Exhibit B to this Application is a copy of the Company's certificate of qualification to transact business issued by the South Dakota Secretary of State, along with a copy of Applicant's

sales tax license. Applicant is a wholly-owned operating subsidiary of Capital Growth Systems, Inc., a publicly held Florida corporation.

Applicant is authorized to provide local exchange service in Pennsylvania, and long distance service in California, Pennsylvania and Texas, and is in good standing with the appropriate regulatory agency in each such state. Applicant is in the process of applying for authorization to provide competitive local exchange and interexchange services in the 48 contiguous states, Alaska and Hawaii. Applicant has not been denied authority for any of the services for which it seeks authority in this Application. Applicant is currently providing service in California, Texas and Pennsylvania. The dates of authorization for such services are as follows: California: September 30, 2005, Texas: April 21, 2004 and Pennsylvania: March 28, 2007.

The senior management of Global Capacity has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to Global Capacity. Since Global Capacity will be providing resold and facilities-based/UNE service, Global Capacity will also rely upon the managerial and technical expertise of the incumbent local exchange carriers and facilities-based interexchange carriers which have been certified and deemed technically and managerially able to provide exchange service by the Commission. The relevant operational experience of Applicant's key management employees is set forth in Exhibit C which is attached hereto.

The Applicant's customers will primarily be businesses customers that need local exchange, access, private line, long distance, data, and other telecommunication services.

#### **4. Facilities**

Upon its entry into the South Dakota market, Global Capacity intends to provide resold local exchange and interexchange service and to provide local services utilizing unbundled network elements ("UNE") or UNE replacement through a commercial agreement with Qwest. The company has no current plans to install facilities in South Dakota.

**5. Stockholders**

The names and address of the each stockholder of Applicant owning 20% or more of the interest in the business are as follows:

Name and Address	Shares Owned	Percentage of all Shares Issued and Outstanding and Voting Control
Capital Growth Systems, Inc. 730 N Post Oak, Suite 400 Houston, Texas 77027		100%

**6. Officers and Directors**

The names and addresses of the officers and directors of Global Capacity Group, Inc. are:

Officers:

Patrick C. Shutt	Chief Executive Officer
George A. King	President
Robert Pollan	Chief Operating Officer
John Abraham	Vice President
David Walsh	Vice President
Darin P. McAreavey	Chief Financial Officer and Treasurer

Directors:

Bob Geras  
Phil Kenny  
Douglas Stukel  
Lee Wiskowski  
David Beamish

All of the above-named individuals can be reached at:

Global Capacity Group, Inc.  
730 N Post Oak, Suite 400  
Houston, Texas 77027

**7. Corporate Ownership**

The name and address of any corporation, association or similar organization holding a five percent (5%) or greater ownership in the Applicant is as follows:

Capital Growth Systems, Inc.            100%  
730 N Post Oak, Suite 400  
Houston, Texas 77027

**8. Subsidiaries owned or controlled by Applicant**

None

**9. Description of Services**

Upon initiation of service in South Dakota, Global Capacity Group, Inc., (Global Capacity) proposes to offer resold Interexchange and local exchange services, and local services utilizing UNEs and UNE replacements. Such services will be provided by utilizing the facilities incumbent local exchange carriers ("LECs") and facilities-based interexchange carriers, such as Qwest, WorldCom, and Frontier/Global Crossing. The company has no plans to install facilities in the State of South Dakota. Global Capacity intends to provide all forms of intrastate interexchange and local exchange telecommunications services including:

Interexchange (switched and dedicated services):

- A. 1+ and 101XXXX outbound dialing;
- B. 800/888 toll-free inbound dialing;
- C. Calling cards (not prepaid);
- D. Directory Assistance; and
- E. Data Services.

Local Exchange:

- A. Local Exchange Services for business and residential customers that will enable customers to originate and terminate local calls in the local calling area served by other LECs, including dial tone and custom calling features.
- B. Switched local exchange services, including basic service, trunks, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity services.

Global Capacity will rely upon the incumbent local exchange companies (LEC) and other carriers for the provision and access to emergency services (911 or E911), operator services, interexchange services, directory assistance, and telecommunications relay services. Global Capacity seeks authority to resell and provide facilities-based local exchange services throughout the State of South Dakota in the areas served by any LECs in South Dakota that are not eligible for a small or rural carrier exemption pursuant to Section 251(f)(1) of the Federal Act. Global Capacity does not seek to provide services to customer in those small or rural territories at this time.

**10. Financial Qualifications**

Applicant is financially qualified to provide intrastate local exchange telecommunications services within South Dakota. In particular, Applicant has adequate access to the capital necessary to fulfill any obligations it may undertake with respect to the provision of intrastate local exchange telecommunications services in the State of South Dakota. See Applicant's Statement of Cash Flows and Profit & Loss Statement for the period ending December 31, 2006 and Balance Sheet as of December 31, 2006, Exhibit D, which are marked and filed as "Confidential" under separate cover. The Applicant hereby respectfully requests a waiver from filing current financial statements under ARSD 20:10:24:02(8) and ARSD 20:10:32:03(11). The company will not require prepayments, advance payments or deposits.

**11. Service Area Map**

Global Capacity will concur in the exchange area boundaries established by the incumbent LECs.

12. Tariff

Attached hereto as Exhibit E is a copy of Global Capacity's proposed interexchange tariff. Also attached as Exhibit E is a copy of Global Capacity's local exchange tariff which is being filed for informational purposes only since Applicant intends to serve less than 50,000 local exchange subscribers in South Dakota. Applicant hereby respectfully requests a waiver of ARSD 20:10:32:03(13), which requires Applicant to provide a tariff or price list indicating the prices, terms and conditions of each contemplated local service offering. The company understands that prior to providing service in South Dakota, a final tariff with price information shall be filed as required by South Dakota law.

**13. Billing**

Applicant will direct bill interexchange and local exchange customers utilizing completed call detail information from its underlying carriers.

**14. Solicitation of Customers**

Global Capacity will not submit a change order for local exchange or intrastate toll service until Global Capacity has obtained the customer's written authorization to submit the order which includes the following information from the customer: (1) The customer billing name, billing telephone number and billing address and each telephone number to be covered by the change order; 2) The decision to change; and (3) The customer's understanding of the change fee, if any.

**15. Description of Marketing**

Applicant intends to market its services to businesses customers. Applicant will market through direct sales by employees and agents. Applicant does not intend to engage in multilevel marketing. Applicant's marketing materials for South Dakota have not yet been developed and are not available at this time.

**16. Cost Support:**

Applicant intends to provide services at a price above its cost. Applicant intends to serve less than 50,000 local exchange subscribers in South Dakota, therefore, is not required to file cost support information.

17. Federal Tax Identification Number:

75-2970073

18. The Number and Nature of Complaints filed against the Applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered:

None

19. Customer Service

Applicant's customer service department may be contacted nationwide via a toll-free number, (800) 226-4244. The Company will maintain a Customer Service Department in Texas exclusively for Customers' questions, requests for service, complaints and trouble handling. The Company's Customer Service address and local or toll free number(s) will be printed on the Customer's bill. The Customer Service Department will be located at 730 N Post Oak, Suite 400, Houston, Texas 77027. The Company may also have a locally staffed office and will provide its customers with a local Customer Service number that will be available 24 hours per day, 7 days per week.

Office Hours- Excluding holidays, Customer Service Representatives will be available 8:00 AM to 5:00 PM standard time Monday through Friday. After hours, Sundays and on holidays, Customers will automatically be forwarded to an answering service or operations center.

Complaint Procedures- The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Company finds its actions to be consistent with its Tariff, the Company will inform the Customer of its no fault finding and require full payment of any outstanding balance due. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the South Dakota Public Utilities Commission for final determination.

If Applicant installs facilities in the State of South Dakota, facility and equipment maintenance will be performed by the company, either directly or through contract, in order to ensure compliance with any commission quality of service requirements.

20. Interconnection

Applicant intends to interconnect with Qwest. Negotiations for interconnection will start at an as yet determined time following certification. Applicant has not requested interconnection with any local exchange carrier in South Dakota at this time. Applicant intends to provide local service by the first quarter of 2008.

WHEREFORE, the undersigned Applicant requests that the South Dakota Public Utilities Commission enter an order granting this application for a Certificate of Authority authorizing Applicant to provide resold and facilities-based/UNE local exchange and interexchange services.

DATED this 30<sup>th</sup> day of July, 2007.

Global Capacity Group, Inc.

By:

  
\_\_\_\_\_  
Lance J.M. Steinhart  
Lance J.M. Steinhart, P.C.  
1720 Windward Concourse  
Suite 115  
Alpharetta, Georgia 30005  
Telephone: 770/232-9200  
Facsimile: 770/232-9208  
Email: lsteinhart@telecomcounsel.com

State of Minnesota

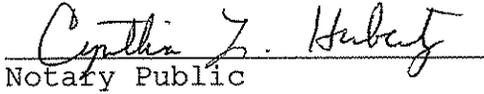
County of Hennepin

Darin P. McAreavey, being first duly sworn, deposes and says that he/she is the CFO & Treasurer of Global Capacity Group, Inc., the Applicant in the proceeding entitled above, that he/she has read the foregoing application and knows the contents thereof; that the same are true of his/her knowledge, except as to matters which are therein stated on information or belief, and to those matters he/she believes them to be true.

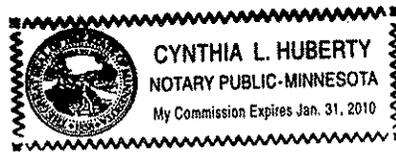


Darin P. McAreavey  
CFO & Treasurer

Subscribed and sworn to before this 21<sup>st</sup> day of June,  
2007.

  
Notary Public

My Commission expires: 4/31/2010



LIST OF EXHIBITS

- A - CERTIFICATE OF AUTHORITY & SALES TAX LICENSE
- B - ARTICLES OF INCORPORATION
- C - BIOGRAPHIES OF THE MANAGEMENT TEAM
- D - FINANCIAL STATEMENTS
- E - PROPOSED TARIFFS

EXHIBIT A - CERTIFICATE OF AUTHORITY & SALES TAX LICENSE

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Authority

ORGANIZATIONAL ID #: FB031796

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **GLOBAL CAPACITY GROUP, INC. (TX)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

**ACCORDINGLY** and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this June 29, 2007.



*Chris Nelson*  
Chris Nelson  
Secretary of State

Cert of Authority Merge

EXHIBIT B - ARTICLES OF INCORPORATION

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

## Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

Global Capacity Group, Inc.  
Filing Number: 800036361

Articles of Incorporation	December 12, 2001
Change of Registered Agent/Office	February 19, 2003
Public Information Report (PIR)	December 31, 2003
Public Information Report (PIR)	December 31, 2004
Articles of Amendment	August 22, 2005
Public Information Report (PIR)	December 31, 2005
Early Election to Adopt Code	December 12, 2006
Certificate of Merger	December 12, 2006
Public Information Report (PIR)	December 31, 2006

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 21, 2007.



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
GLOBAL CAPACITY GROUP, INC.

**FILED**  
In the Office of the  
Secretary of State of Texas  
AUG 22 2005  
Corporations Section

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

ARTICLE ONE

The name of the Corporation is *Global Capacity Group, Inc.*

ARTICLE TWO

The following amendments to the Articles of Incorporation were adopted by the shareholders of the Corporation on August 22, 2005: to change the registered office and registered agent of the Corporation and to increase the number of shares of common stock the Corporation shall have the authority to issue.

The following amendment alters Article 2 of the original Articles of Incorporation. Article 2 is amended to read in its entirety as follows:

“ARTICLE 2

The street address of the initial registered office of the Corporation is 3900 Essex Lane, Suite 640, Houston, Texas 77027, and the name of the registered agent of the Corporation is David P. Walsh.”

The following amendment alters Article 4 of the original Articles of Incorporation. Article 4 is amended to read in its entirety as follows:

“ARTICLE 4

The aggregate number of shares which the Corporation shall have the authority to issue is one hundred thousand (100,000) shares of common stock, each share having no par value and having the right to vote and being identical with all other shares of common stock.”

The following amendments are in addition to the original or amended Articles of Incorporation and the full text of the provisions added are as follows:

"ARTICLE 8

The power to adopt, alter, amend or repeal the Bylaws shall be vested in the Board of Directors and in the shareholders entitled to vote for the election of directors."

"ARTICLE 9

No director and no officer of the Corporation shall be disqualified by reason of his office from dealing with or contracting with the Corporation, either as vendor, seller, purchaser, vendee, buyer, mortgagee, mortgagor, or otherwise; and no transaction of this Corporation shall be void or voidable by reason of the fact that the director or officer or any firm in which a director or officer of this Corporation is a member, or any corporation of which a director or officer of this Corporation is a shareholder or a director or officer, is in any way interested in such transaction."

"ARTICLE 10

At each election for directors, every shareholder entitled to vote at such election shall have the right to vote in person, or by proxy, the number of shares owned by him for as many persons as there are directors to be elected. It is prohibited for any shareholder to cumulate his votes by giving one candidate as many votes as the number of such directors multiplied by his shares shall equal, or by distributing such votes on such principle among any number of such candidates."

"ARTICLE 11

No director of the Corporation shall be liable to the Corporation or its shareholders for monetary damages for an act or omission in a director's capacity as a director, except that this Article 11 does not eliminate or limit the liability of a director for:

- (a) a breach of a director's duty of loyalty to the Corporation or its shareholders;
- (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office;
- (d) an act or omission for which the liability of a director is expressly provided for by statute; or

- (e) an act related to an unlawful stock repurchase or payment of a dividend.”

## “ARTICLE 12

A. The Corporation shall indemnify its directors and its former directors and the Corporation may indemnify its officers and its former officers against any losses, damages, claims or liabilities to which they may become subject or which they may incur as a result of being or having been an officer or director, and shall advance to them or reimburse them for expenses incurred in connection therewith, to the maximum extent permitted by law. The Corporation may indemnify other employees, agents or persons against any losses, damages, claims or liabilities to which they may become subject or which they may incur as a result of having been an employee or agent or having acted for the Corporation and may advance to them or reimburse them for expenses incurred in connection therewith to the maximum extent permitted by law.

B. A person may be indemnified under this Article 12 against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in connection with a proceeding; but if the person is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the person, the indemnification (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding and (2) shall not be made with respect to any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the Corporation.

C. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Corporation is advised by its counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled.

D. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, sole proprietorship, trust, other enterprise or employee benefit plan, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such a person, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of the Texas Business Corporation Act.

E. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation (1) create a trust fund, (2) establish any form of self-insurance, (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation, or (4) establish a letter of credit, guaranty or surety arrangement.”

#### ARTICLE THREE

The number of shares of the Corporation outstanding at the time of such adoption was 1,000; the number of shares entitled to vote thereon was 1,000.

#### ARTICLE FOUR

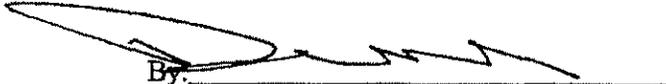
The number of shares voted FOR said amendments was 1,000; the number of shares voted AGAINST said amendments was zero.

#### ARTICLE FIVE

The foregoing amendment has been approved in the manner required by the Texas Business Corporation Act and the constituent documents of the Corporation.

DATED: August 8<sup>th</sup>, 2005

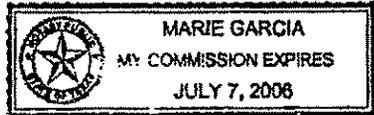
GLOBAL CAPACITY GROUP, INC.

By:   
David P. Walsh, President

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS               §

Before me, a notary public, on this day personally appeared David P. Walsh known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct and that he executed the foregoing document for the purposes and in the capacities therein stated and as the act and deed of *Global Capacity Group, Inc.*, a Texas corporation.

Given under my hand and seal of office this 8 th day of August, 2005.



*Marie Garcia*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Filing Number: 800036361

05-102 (Rev. 9-04/23)

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b. #

a. T Code ■ 13196

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT MUST be filed to satisfy franchise tax requirements

Do not write in the space above. c. Taxpayer identification number 17529700738 d. Report year 2005

Corporation name and address GLOBAL CAPACITY GROUP, INC. 3900 ESSEX LANE, SUITE 640 HOUSTON, TX 77027

a. PIR / IND 1, 2, 3, 4 Secretary of State file number or, if none, Comptroller unchartered number Form 05-142 0800036361

If the preprinted information is not correct, please type or print the correct information.

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

Please sign below!

Officer and director information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

- Blacken this circle completely if there are currently no changes to the information preprinted in Section A of this report. Then, complete Sections B and C.

Corporation's principal office 3900 ESSEX LANE, SUITE 640, HOUSTON, TX 77027 Principal place of business SAME

SECTION A. Name, title and mailing address of each officer and director.

Table with columns: NAME, TITLE, DIRECTOR (YES/NO), Term expiration (mm-dd-yyyy). Row 1: DAVID P. WALSH, PRES/SECT, [X] YES.

SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Table with columns: Name of owned (subsidiary) corporation, State of incorporation, Texas SOS file number, Percentage interest. Row 1: NONE.

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.

Table with columns: Name of owning (parent) corporation, State of incorporation, Texas SOS file number, Percentage interest. Row 1: NONE.

Registered agent and registered office currently on file. (See instructions if you need to make changes.)

Agent: DAVID P. WALSH Office: 3900 ESSEX LANE, SUITE 640 HOUSTON, TX 77027

Blacken this circle if you need forms to change this information. Changes can also be made online at http://www.sos.state.tx.us/corp/eosda/index.shtml

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation. Sign here [Signature] Title: President Date: 7-11-05 Daytime phone (Area code and number): 713-529-2219

05200130378

13196 05-102 (12-05/25) z. T Code

3333 b. ■

This report MUST be filed to satisfy franchise tax requirements

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

Do not write in the space above

a. Taxpayer identification number 17529700738	d. Report year 2006
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Corporation name and address

GLOBAL CAPACITY GROUP, INC.  
3900 ESSEX LANE, SUITE 640  
HOUSTON, TX 77027

a. PIR / IND  1  4

Secretary of State file number or, if none, Comptroller unchartered number

Form k on Franchise Tax Report, Form 05-142  0800036361

Please mark through any incorrect information, and type or print the correct information.

The following information MUST be provided for the Secretary of State (SOS) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.



X this circle if there are currently no changes to the information preprinted in Section A of this report. Then, complete Sections B and C.

Corporation's principal office

3900 ESSEX LANE, SUITE 640, HOUSTON, TX 77027

Principal place of business

SAME

Please sign below! Officer and director information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

SECTION A. Name, title, and mailing address of each officer and director.

NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
DAVID P. WALSH	PRES / SECT	<input checked="" type="checkbox"/> YES	
MAILING ADDRESS 3900 ESSEX LANE, SUITE 640, HOUSTON, TX 77027			
		<input type="checkbox"/> YES	

SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation or limited liability company	State of inc./organization	Texas SOS file number	Percentage interest
NONE			

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.

Name of owning (parent) corporation or limited liability company	State of inc./organization	Texas SOS file number	Percentage interest
NONE			

Registered agent and registered office currently on file. (See instructions if you need to make changes.)  
Agent: DAVID P. WALSH  
Office: 3900 ESSEX LANE, SUITE 640  
HOUSTON, TX 77027

X this circle if you need forms to change this information. Changes can also be made on-line at <http://www.sos.state.tx.us/corp/sosda/index.shtml>

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this, or a related, corporation or limited liability company.

Sign here  Officer, director, or other authorized person

Title: President

Date: 6-22-06

Daytime phone (Area code and number): 713-521-2219

05188150187

Form 808  
(Revised 01/06)  
Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709  
Filing Fee: See Instructions



**FILED**  
This document is received for office  
In the Office of the  
Secretary of State of Texas

DEC 12 2006

Early Adoption of the  
Business Organizations Code  
By an Existing Domestic Entity

Corporations Section

Entity Information

The name of the domestic entity is:

Global Capacity Group, Inc.

The date of formation of the entity is: 12-12-01

The file number issued to the entity by the secretary of state is: 800036361

Entity Type

(Select the entity type by checking the appropriate box below.)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation               |
| <input type="checkbox"/> Nonprofit Corporation             | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association           | <input type="checkbox"/> Professional Association               |
| <input type="checkbox"/> Limited Liability Company         | <input type="checkbox"/> Limited Partnership                    |

Election to Adopt

The domestic entity voluntarily elects to adopt and become subject to the Texas Business Organizations Code by filing this statement with the secretary of state.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 12-11-06

David P. Walsh, President

Signature and title of authorized person (see instructions)

RECEIVED  
DEC 12 2006  
Secretary of State

Form 622  
(Revised 01/06)  
Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709  
Filing Fee: see instructions



Certificate of Merger  
Combination Merger  
Business Organizations Code

This space reserved for office use.

FILED  
In the Office of the  
Secretary of State of Texas  
DEC 12 2006  
Corporations Section

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1

Global Capacity Group, Inc.

Name of Organization

The organization is a for-profit corporation It is organized under the laws of  
*Specify organizational form (e.g., for-profit corporation)*

TX USA The file number, if any, is 800036361  
*State Country Texas Secretary of State file number*

Its principal place of business is 730 N. Post Oak Road, Suite 400 Houston TX  
*Address City State*

The organization will survive the merger.  The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 2

Global Capacity Merger Sub, Inc.

Name of Organization

The organization is a for-profit corporation It is organized under the laws of  
*Specify organizational form (e.g., for-profit corporation)*

TX USA The file number, if any, is 800719158  
*State Country Texas Secretary of State file number*

Its principal place of business is 1021 W. Adams Street, Suite 103 Chicago IL  
*Address City State*

The organization will survive the merger.  The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 3

Name of Organization

The organization is a \_\_\_\_\_ It is organized under the laws of \_\_\_\_\_  
*Specify organizational form (e.g., for-profit corporation)*

Form 622

RECEIVED

DEC 12 2006

Secretary of State

The file number, if any, is \_\_\_\_\_  
State Country Texas Secretary of State file number

Its principal place of business is \_\_\_\_\_  
Address City State

- The organization will survive the merger.  The organization will not survive the merger.
- The plan of merger amends the name of the organization. The new name is set forth below.

\_\_\_\_\_  
Name as Amended



- The plan of merger is attached.
- If the plan of merger is not attached, the following statements must be completed.*



By checking the following boxes, each domestic filing entity certifies that:

- A signed plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.
- On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger.

*If a filing entity is to survive the merger, complete either A or B. If B is selected, provide relevant information in the space provided.*



- A. No amendments to the certificate of formation of any filing entity that is a party to the merger are effected by the merger.
- B. The plan of merger effected changes or amendments to the certificate of formation of

Global Capacity Group, Inc.  
Name of filing entity effecting amendments

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

Amendment Text Area  
**SEE EXHIBIT A, ATTACHED HERETO.**



The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the plan of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

<b>NEW ORGANIZATION</b>			
<i>Name</i>	<i>Jurisdiction</i>	<i>Entity Type (See Instructions)</i>	
<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

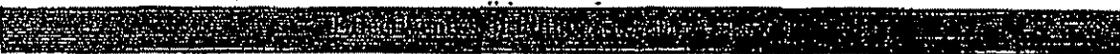
<b>NEW ORGANIZATION</b>			
<i>Name</i>	<i>Jurisdiction</i>	<i>Entity Type (See Instructions)</i>	
<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

<b>NEW ORGANIZATION</b>			
<i>Name</i>	<i>Jurisdiction</i>	<i>Entity Type (See Instructions)</i>	
<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>



The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

The approval of the owners or members of \_\_\_\_\_  
*Name of domestic entity*  
 was not required by the provisions of the BOC.



- A.  This document becomes effective when the document is accepted and filed by the secretary of state.
  - B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
  - C.  This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_
- The following event or fact will cause the document to take effect in the manner described below:
- \_\_\_\_\_
- \_\_\_\_\_



- Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
- In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.



The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: December 11, 2006

GLOBAL CAPACITY GROUP, INC.

Merging Entity Name

[Signature] President  
Signature and title of authorized person

GLOBAL CAPACITY MERGER SUB, INC.

Merging Entity Name

[Signature] CEO  
Signature and title of authorized person

Merging Entity Name

Signature and title of authorized person

**EXHIBIT A**  
**AMENDMENT TO CERTIFICATE OF FORMATION**  
**OF**  
**GLOBAL CAPACITY GROUP, INC.**

The Certificate of Formation of Global Capacity Group, Inc., a Texas corporation (the "Corporation") shall be, and it hereby is, amended as follows:

1. Article 2 of the Certificate of Formation of the Corporation shall be, and it hereby is, revised to read as follows:

**"ARTICLE 2**

The street address of the registered office of the Corporation is 1614 Sidney Baker Street, Kerrville, Texas 78028 and the name of the registered agent of the Corporation is National Registered Agents, Inc."

2. Article 11 of the Certificate of Formation of the Corporation shall be, and it hereby is, revised to read as follows:

**"ARTICLE 11**

No director of the Corporation shall be liable to the Corporation or its shareholders for monetary damages for an act or omission in a director's capacity as a director, except as provided by law, including but not limited to, the provisions of Section 7.001 of the Texas Business Organizations Code."

3. Article 12 of the Certificate of Formation of the Corporation shall be, and it hereby is, revised to read as follows:

**"ARTICLE 12**

A. The corporation shall indemnify its directors and its former directors and the Corporation shall indemnify its officers and its former officers against any losses, damages, claims or liabilities to which they may become subject or which they may incur as a result of being or having been an officer or director, and shall advance to them funds for expenses incurred in connection therewith, to the maximum extent permitted by law including, but not limited to, the provisions of Chapter 8 of the Texas Business Organizations Code. The Corporation may indemnify other employees, agents or persons against any losses, damages, claims or liabilities to which they may become subject or which they may incur as a result of having been an employee or agent or having acted for the Corporation and may advance to them or reimburse them for expenses incurred in connection therewith to the maximum extent permitted by law, including but not limited to, the provisions of Chapter 8 of the Texas Business Organizations Code.

B. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, sole proprietorship, trust, other enterprise or employee benefit plan, against any liability asserted against him in any such capacity or arising out of his status as such a person, whether or not the Corporation would have the power to indemnify him against any such liability under the provisions of the Texas Business Organizations Code.

C. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation (1) create a trust fund, (2) establish any form of self-insurance, (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation, or (4) establish a letter of credit, guaranty or surety arrangement."

1027662\_1



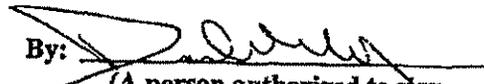
Office of the Secretary of State  
Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697

FILED  
In the Office of the  
Secretary of State of Texas  
FEB 19 2003  
Corporations Section

**CHANGE OF REGISTERED AGENT/REGISTERED OFFICE**

1. The name of the entity is GLOBAL CAPACITY GROUP, INC.  
and the file number issued to the entity by the secretary of state is 800036361
2. The entity is: (Check one.)
  - a *business corporation*, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, as provided by the Texas Business Corporation Act.
  - a *non-profit corporation*, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, or through its members in whom management of the corporation is vested pursuant to article 2.14C, as provided by the Texas Non-Profit Corporation Act.
  - a *limited liability company*, which has authorized the changes indicated below through its members or managers, as provided by the Texas Limited Liability Company Act.
  - a *limited partnership*, which has authorized the changes indicated below through its partners, as provided by the Texas Revised Limited Partnership Act.
  - an *out-of-state financial institution*, which has authorized the changes indicated below in the manner provided under the laws governing its formation.
3. The registered office address as PRESENTLY shown in the records of the Texas secretary of state is 4014 DUMBARTON STREET, HOUSTON, TEXAS 77025
4.  A. The address of the NEW registered office is: (Please provide street address, city, state and zip code. The address must be in Texas.)  
PHOENIX TOWER, 3200 SOUTHWEST FREEWAY, SUITE 3300, HOUSTON, TEXAS 77027  
OR  B. The registered office address will not change.
5. The name of the registered agent as PRESENTLY shown in the records of the Texas secretary of state is \_\_\_\_\_
6.  A. The name of the NEW registered agent is \_\_\_\_\_  
OR  B. The registered agent will not change.

7. Following the changes shown above, the address of the registered office and the address of the office of the registered agent will continue to be identical, as required by law.

By:   
(A person authorized to sign on behalf of the entity)

### INSTRUCTIONS

1. It is recommended that you call (512) 463-5555 to verify the information in items 3 and 5 as it currently appears on the records of the secretary of state before submitting the statement for filing. You also may e-mail an inquiry to [corpinfo@sos.state.tx.us](mailto:corpinfo@sos.state.tx.us). As information on out-of-state financial institutions is maintained on a separate database, a financial institution must call (512) 463-5701 to verify registered agent and registered office information. If the information on the form is inconsistent with the records of this office, the statement will be returned.
2. You are required by law to provide a street address in item 4 unless the registered office is located in a city with a population of 5,000 or less. The purpose of this requirement is to provide the public with notice of a physical location at which process may be served on the registered agent. A statement submitted with a post office box address or a lock box address will not be filed.
3. An authorized officer of the corporation or financial institution must sign the statement. In the case of a limited liability company, an authorized member or manager of a limited liability company must sign the statement. A general partner must sign the statement on behalf of a limited partnership. A person commits an offense under the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.
4. Please attach the appropriate fee:

Business Corporation	\$15.00
Financial Institution, other than Credit Unions	\$15.00
Financial Institution that is a Credit Union	\$ 5.00
Non-Profit Corporation	\$ 5.00
Limited Liability Company	\$10.00
Limited Partnership	\$50.00

Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of the filing fee. Checks or money orders must be payable through a U.S. bank or other financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.
5. Two copies of the form along with the filing fee should be mailed to the address shown in the heading of this form. The delivery address is: Secretary of State, Statutory Filings Division, Corporations Section, James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. We will place one document on record and return a file stamped copy, if a duplicate copy is provided for such purpose. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.

a. T Code  13196 Franchise  16196 Bank

**TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT**

MUST be filed with your Corporation Franchise Tax Report

Corporation name and address

GLOBAL CAPACITY GROUP, INC.  
4014 DUMBARTON ST  
HOUSTON TX 77025

b.

Do not write in the space above

03000213162

c. Taxpayer identification number 17529700738	d. Report year 2003
--	------------------------

e. PIR / IND <input checked="" type="checkbox"/> 1, 2, 3, 4
Secretary of State file number or, if none, Comptroller unchartered number
Item k on Franchise Tax Report form, Page 1 0800036361

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

"SECTION A" MUST BE COMPLETE AND ACCURATE.

If preprinted information is not correct, please type or print the correct information.

Please sign below!

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office 4014 DUMBARTON ST HOUSTON TX 77025
Principal place of business 4014 DUMBARTON ST HOUSTON TX 77025

**SECTION A. Name, title and mailing address of each officer and director. Use additional sheets, if necessary.**

NAME	TITLE	DIRECTOR	Social Security No. (Optional)
DAVID P. WALSH	P/S	<input checked="" type="checkbox"/> YES	
MAILING ADDRESS 4014 DUMBARTON ST HOUSTON, TX 77025			Expiration date (mm-dd-yyyy)
		<input type="checkbox"/> YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
		<input type="checkbox"/> YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
		<input type="checkbox"/> YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
		<input type="checkbox"/> YES	
MAILING ADDRESS			Expiration date (mm-dd-yyyy)

**SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corp. Use additional sheets, if necessary.**

Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest
NONE			
Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest

**SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.**

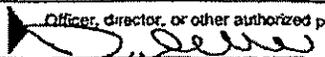
Name of owning (parent) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest
NONE			

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: DAVID P. WALSH  
Office: 4014 DUMBARTON ST  
HOUSTON TX 77025

Check here if you need forms to change this information.

I declare that the information in this document & any attachments is true & correct to the best of my knowledge & belief & that a copy of this report has been mailed to each person named in this report who is an officer or director & who is not currently employed by this corporation or limited liability company or a related corporation.

sign here 	Officer, director, or other authorized person	Title President	Date 3-13-03	Date 7/3 402-4170	Daytime phone (Area code & number)
---	---	--------------------	-----------------	----------------------	------------------------------------

Form 201  
(revised 6/01)

Return in Duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709  
Filing Fee: \$300



This space reserved for office use.

Articles of Incorporation  
Pursuant to Article 3.02  
Texas Business  
Corporation Act

FILED  
In the Office of the  
Secretary of State of Texas  
DEC 12 2001  
Corporations Section

Article 1 Corporate Name

The name of the corporation is as set forth below:

Global Capacity Group, Inc.

The name must contain the word "corporation," "company," "incorporated," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office (Select and complete either A or B and complete C)

A. The initial registered agent is a corporation (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	M.I.	Last Name	Suffix
David	P.	Walsh	Mr.

C. The business address of the registered agent and the registered office address is:

Street Address	City	TX	Zip Code
4014 Dumbarton Street	Houston		77025

Article 3 - Directors

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: First Name	M.I.	Last Name	Suffix
David	P.	Walsh	Mr.

Street Address	City	State	Zip Code
4014 Dumbarton Street	Houston	TX	77025

Director 2: First Name	M.I.	Last Name	Suffix

Street Address	City	State	Zip Code

Director 3: First Name	M.I.	Last Name	Suffix

Street Address	City	State	Zip Code

**Article 4 – Authorized Shares**

A. The total number of shares the corporation is authorized to issue is \_\_\_\_\_ and the par value of each of the authorized shares is \$ \_\_\_\_\_

**OR (You must select and complete either option A or option B, do not select both.)**

B. The total number of shares the corporation is authorized to issue is 1,000 and the shares shall have no par value.

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, the par value (or statement of no par value), and the preferences, limitations, and relative rights of each class in the space provided for supplemental information on this form.

**Article 5 – Initial Capitalization**

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of one thousand dollars (\$1,000).

**Article 6 – Duration**

The period of duration is perpetual.

**Article 7 – Purpose**

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

**Supplemental Provisions/Information**

Text Area

[The attached addendum are incorporated herein by reference.]

**Incorporator**

The name and address of the incorporator is set forth below.

Name:

Gary C. Johnson, Attorney at Law

Street Address

8223 Willow Place South

City

Houston

State

TX

Zip Code

77070-5623

**Effective Date of Filing**

This document will become effective when the document is filed by the secretary of state.

**OR**

This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is \_\_\_\_\_

**Execution**

The undersigned incorporator signs these articles of incorporation subject to the penalties imposed by law for the submission of a false or fraudulent document.

Gary C. Johnson

Signature of incorporator

**TEXAS FRANCHISE TAX  
PUBLIC INFORMATION REPORT**  
MUST be filed to satisfy franchise tax requirements

Do not write in the space above	
c Taxpayer identification number 17529700738	d Report year 2004

Corporation name and address  
**GLOBAL CAPACITY GROUP, INC.**  
**2611 GREENBRIAR, SUITE 2**  
**HOUSTON, TX 77098**

PR / IND ■ 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

Item k on Franchise Tax Report form, Page 1 **0800036361**

If preprinted information is not correct, please type or print the correct information.

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

**Please sign below!** Officer and director information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

Blacken this circle completely if there are currently no changes to the information preprinted in Section A of this report. Then, complete Sections B and C.

Corporation's principal office  
**2611 GREENBRIAR DRIVE, SUITE 2, HOUSTON, TX 77098**

Principal place of business  
**SAME**

**SECTION A. Name, title and mailing address of each officer and director.**

NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
<b>DAVID P. WALSH</b>	<b>PRES/SECT</b>	<input checked="" type="checkbox"/> YES	
MAILING ADDRESS <b>2611 GREENBRIAR DR, SUITE 2, HOUSTON, TX 77098</b>			
		<input type="checkbox"/> YES	
MAILING ADDRESS			Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> YES	
MAILING ADDRESS			Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> YES	
MAILING ADDRESS			Term expiration (mm-dd-yyyy)
		<input type="checkbox"/> YES	
MAILING ADDRESS			Term expiration (mm-dd-yyyy)

**SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.**

Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage interest
<b>NONE</b>			
Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage interest

**SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.**

Name of owning (parent) corporation	State of incorporation	Texas S.O.S. file number	Percentage interest
<b>NONE</b>			

Registered agent and registered office currently on file. (See instructions if you need to make changes.)  
 Agent: **DAVID P. WALSH**  
 Office: **2611 GREENBRIAR DRIVE, SUITE 2**  
**HOUSTON, TX 77098**

Blacken this circle if you need forms to change this information. Changes can also be made online at <http://www.sos.tx.us/corp/sosde/index.shtml>

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

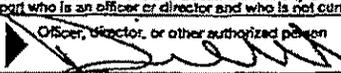
sign here  Title **Pres. dnt** Date **4-29-09** Daytime phone (Area code and number)

EXHIBIT C - BIOGRAPHIES OF THE MANAGEMENT TEAM

## **Executive Management Team**

### **Patrick C. Shutt, Chief Executive Officer.**

Mr. Shutt joined the Company upon the merger with 20/20 Technologies and its wholly owned subsidiary Magenta net Logic, Ltd. in September 2006. He has 16 years of telecom experience and co-founded 20/20 Technologies in 2003, where he served as Chief Executive Officer and the initial Chairman of the Board of Directors. In October 1997, Mr. Shutt co-founded Universal Access, Inc. At Universal Access, Inc., Mr. Shutt served as President from its inception and Chief Executive Officer from December 1998 to November 2002, and as a Director of its Board of Directors from its inception until November 2002 (Chairman July 2000 to November 2002). During his tenure at Universal Access, Inc., he led the Company through its initial \$154 million public offering with a valuation in excess of \$3.0 billion (Goldman Sachs as Lead Underwriter) and grew revenue from \$0 million to \$122 million during the 1997 to 2002 period. He began his career from 1989 to 1992 with the Sprint Communications and the global telecommunications Company Cable and Wireless PLC from 1992 to 1994. Mr. Shutt then moved to Teleport Communications Group (TCG) from 1994 to 1996. In late 1996 Mr. Shutt led a TCG spin out start up organization named Arista Communication until September of 1997. Mr. Shutt has served as a Director of both public and private companies in the United States and the United Kingdom. Mr. Shutt holds a B.A. and an MBA from Wagner College.

### **George A. King, President.**

Mr. King joined the Company upon the merger with 20/20 Technologies and its wholly owned subsidiary Magenta net Logic, Ltd. in September 2006. He previously was a co-founder of 20/20 Technologies, Inc. and served as Vice Chairman as well as President. Prior to 20/20 Technologies, Mr. King served as President of several operating functions and as Chief Development Officer of Universal Access, Inc. prior to and subsequent to the company's initial public offering and also served on the initial Board of Directors. Mr. King completed more than \$18 billion of capital markets transactions as a practicing attorney with Mudge Rose Guthrie Alexander & Ferdon and an investment banker with Credit Suisse First Boston as well a founding partner of the New York investment banking firm Cambridge Partners. Mr. King has served as a Director and Chairman of both public and private companies in the United States, Canada and the United Kingdom. He is a trustee of Wagner College in New York City and a trustee and chair of the Audit Committee of Richmond The American International University in London. He also serves as the 2006-2007 Executive-in-Residence at the University of New Haven, founded in 1920 by a group from Yale University in New Haven, Connecticut (USA). Mr. King holds an A.B. (*cum laude*) in Political Science from Colgate University and a J.D. from Fordham University School of Law, where he was editor-in-chief of the Fordham Urban Law Journal. He is the author of two books on securities law and tax law relating to capital markets transactions in the United States.

### **Robert A. Pollan, Chief Operations Officer.**

Mr. Pollan joined the Company in February 2007. He is an experienced operating executive and senior board member in both technology and non-technology enterprises. While at General Electric, Pollan completed the multi-year GE management development program focused on industrial automation businesses. He served at various GE Capital Corp subsidiaries as CEO, CTO and VP of business development. Mr. Pollan spent the early 1990s overseas, where he successfully led

Central Europe's largest industrial organizational and financial restructuring, and subsequently privatized the Szczecin Shipyard in Poland. His achievements were cited as a model of post-communism management in a 1995 Harvard Business Review article. Mr. Pollan was one of the four initial managing directors of Internet Capital Group, the publicly traded B2B holding company. While at ICGE, he was the founding chairman of ICG Commerce, a leading online procurement services provider. On leaving Internet Capital Group at the end of 2000, Mr. Pollan served in key operating and executive roles at Universal Access and Mobility Technologies (now Traffic.com), both publicly held companies that were part of the ICGE network. He set up cutting-edge systems for the delivery of information, critical to the value proposition of both companies. Mr. Pollan also was recruited to lead the turnaround and be chairman of the board of Energy Solutions International, a world leader in pipeline management software for the oil and gas industry. Mr. Pollan earned an MBA with distinction from the Harvard Business School. Prior to Harvard, he graduated from the University of Pennsylvania's Management and Technology Program (the Wharton and Moore Schools), with the dual degrees of BS Electrical Engineering and BS Economics, with honors.

**Jonathan Wynne Evans, Managing Director for European Operations.**

Mr. Wynne Evans joined the Company upon the merger with 20/20 Technologies. He previously served as Managing Director and as a member of the Board of Directors of 20/20 Technologies, Inc. Prior to joining 20/20 Technologies, Mr. Wynne Evans served as Managing Director of Magenta net Logic Ltd. from its formation in 1998 until it was acquired by 20/20 Technologies in 2004. During his tenure at Magenta net Logic, Mr. Wynne Evans was responsible for the expansion of Magenta net Logic including the building of the various tariff data and technical assets comprising the Magenta net Logic software and database. Prior to joining Magenta net Logic, Mr. Wynne Evans' career included more than 20 years experience in property development (1989 City of London Heritage Award recipient), science research, investment and management. Mr. Evans has served as a Director of private companies in the United Kingdom and the United States. Mr. Wynne Evans is a graduate in Law of Cambridge University and resides in England.

**Darin McAreavey, Chief Financial Officer.**

As CFO, Mr. McAreavey is responsible for all aspects of financial management for Global Capacity. He has served as Chief Financial Officer since April 2007, when he was promoted from his role as Senior Vice President of Finance, which he held since joining the Company in February, 2007. Prior to joining Global Capacity, Mr. McAreavey was employed with Stellent, Inc. a \$130 million publicly held software company as their Executive Vice President, Chief Financial Officer, Secretary and Treasurer from June 2006 through February 2007. He also served as their Corporate Controller from September 2004 to June 2006. In December of 2006, Stellent, Inc. was acquired by Oracle Corporation in an all cash transaction valued at approximately \$450 million. From September 1995 to August 2004, Mr. McAreavey held senior accounting and financial management positions with Computer Network Technology Corporation, a provider of storage area networking products, software, services and solutions in the wide area network extension and networking market. Prior to that time, Mr. McAreavey was employed by KPMG LLP. Mr. McAreavey holds a bachelors degree in Accounting from the University of South Dakota and a M.B.A. from the University of St. Thomas.

## **The Board of Directors**

Robert T. Geras is Chairman of the Board of Directors and is not an executive officer of the Company. Mr. Geras, Mr. Beamish and Mr. Kenny are independent within the meaning of Rule 4200 of the Nasdaq Stock Market. Mr. Shutt and Mr. King are members of the Board of Directors and Mr. King is the Vice Chairman – elect of such Board pending the completion of the Company's 2007 Annual Meeting.

### **Robert T. Geras, Chairman of the Board of Directors.**

Mr. Geras has served as our Chairman of the Board since the completion in January 2004 of our merger with NexVu Technologies. Mr. Geras served as the Chairman of NexVu Technologies from June 2003 through the date of the merger. Mr. Geras is a private investor and among the companies in which Mr. Geras has been an early-stage investor is Merge Technologies Inc., a public Company included in the Nasdaq National Market, which provides eHealth connectivity products for medical imaging and other clinical information. Mr. Geras has also served as a director and/or early stage investor in VideoHome Tours, a provider of visual content management and marketing services for large brokerage firms; ShowTime.com, a complete Internet scheduling and productivity tool for real estate agents; Exadigm, Inc., a Company engaged in the development and sale of electronic payment processing equipment utilizing wi-fi technology; and 20/20 Technologies, Inc, a provider of bandwidth and connectivity to the high speed data transmission industry which merged with the Company in September 2006. Mr. Geras is a graduate of Northwestern University.

### **Philip B. Kenny, Director.**

Mr. Kenny has served as a director of the Company since August 2004. He is an owner of and partner in Kenny Industries, a holding Company for Kenny Construction Company, Seven K Construction, Northgate Investments, Casino Queen and Clinton Industries. Mr. Kenny serves as president of Seven K Construction and Northgate Investments. In addition, Mr. Kenny recently served as CEO of K-2 Industrial, a \$140 million service Company, with over 1,000 corporate clients across the United States. In addition, he serves on the executive committee of Sports Publishing, a Champaign, IL publisher that produces and distributes 120 sports publications on an annual basis. Mr. Kenny also serves on the boards of Umbrella Entertainment, the largest production manager of air shows in the United States, Fifth Media, a technology Company in Libertyville, IL, and Insight Productions, a designer and importer of custom products based in Naperville, IL. He serves on the business advisory board at Miami University in Oxford, OH, the board at Northern Illinois University School of Engineering and Technology, and Loyola Academy, the largest Jesuit High School in the United States. Mr. Kenny is a graduate of the Business School at Arizona State University.

### **David A. Beamish, Director.**

Mr. Beamish has served as a director of the Company since August 2004. He has been in sales and marketing for over 20 years. Mr. Beamish began his career in the medical sales area, where he worked for Medline Industries for five years. He worked in sales and management for Medline. He left Medline Industries to join Premier Medical Industries Inc., which he and a partner successfully built over a period of eight years. After Premier Medical Industries, Mr. Beamish successfully formed, built and sold five local businesses: Premier Sales Inc. (a linen and textile distributor),

Premier Tax and Accounting LLC (an accounting and tax firm), Premier Construction LLC (a small construction firm), Premier Technologies (a computer distributor and Internet firm), and Premier Products LLC (a nursing home supply company). Today, Mr. Beamish owns and operates Premier Laundry Technologies, LLC, one of the largest independently owned COG Healthcare Laundries in the Midwest. PLT has three plants and employs over 150 people.

**Douglas J. Stukel, Director.**

Mr. Stukel has served as a director of the Company since August 2003. Mr. Stukel served as our co-chief executive officer from August 30, 2004 until our hiring of Mr. Hudson and now serves as an executive vice president. Mr. Stukel, together with Mr. Wiskowski, led the investor group which purchased the current majority stake in the Company. In addition, Mr. Stukel is a co-founder of Premier Holdings of Illinois, LLC, a distributor of medical supplies based in Joliet, Illinois. Mr. Stukel served as the president of Cendant Home Funding, a residential mortgage Company based in Joliet, Illinois, from 1997 until 2001. Mr. Stukel is also a co-founder of Momentum Capital, LLC, a privately held firm providing financial advisory services in connection with mergers and acquisitions and analysis as to strategic alternatives. As a co-founder of Momentum Capital, LLC, Mr. Stukel's responsibilities are related to the location of potential clients, the negotiation of agreements with those clients and the provision of advisory services related to the clients. Mr. Stukel also serves as an officer and director of Health Partnership Inc., a publicly reporting Company that owns and operates health clubs and Mountains West Exploration, Inc., a publicly reporting Company seeking to acquire assets in the online and offline dating business.

**Lee Wiskowski, Director.**

Wiskowski has served as a director of the Company since the completion of the merger with NexVu Technologies. Mr. Wiskowski served as our co-chief executive officer from August 30, 2004 until our hiring of Mr. Hudson and now serves as an executive vice president. In 1994, Mr. Wiskowski was the co-founder of Madison Securities and early in 1999 was a co-founder of Advanced Equities, both NASD licensed broker-dealers focusing on emerging growth companies. During his tenure with these two companies, Mr. Wiskowski had significant responsibility for private and public placements, primarily of high technology companies. Mr. Wiskowski sold his interest to the other principals of Advanced Equities approximately five years ago. Since December 2002, Mr. Wiskowski has been engaged in the business of providing financial and advisory services to emerging growth companies through Grander, LLC and Momentum Capital, LLC, both privately held advisory and consulting firms. As the sole owner of Grander, LLC and co-founder of Momentum Capital, LLC, Mr. Wiskowski's responsibilities are related to the location of potential clients, the negotiation of agreements with those clients and the provision of advisory services related to the clients. Mr. Wiskowski also serves as an officer and director of Health Partnership Inc. and Mountains West Exploration, Inc.

EXHIBIT D - FINANCIAL STATEMENTS

EXHIBIT E - PROPOSED TARIFF

GLOBAL CAPACITY GROUP, INC.

ORIGINAL SHEET 1

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Global Capacity Group, Inc. ("Global Capacity"), with principal offices at 730 N Post Oak, Suite 400, Houston, Texas 77027. This tariff applies for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUED: July 5, 2007

EFFECTIVE: September 3, 2007

ISSUED BY: Jonathan Wynne-Evans, Director of Regulatory Affairs

730 N Post Oak, Suite 400

Houston, Texas 77027

GLOBAL CAPACITY GROUP, INC.

ORIGINAL SHEET 2

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

RESERVED FOR FUTURE USE

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ISSUED: July 5, 2007

EFFECTIVE: September 3, 2007

ISSUED BY: Jonathan Wynne-Evans, Director of Regulatory Affairs

730 N Post Oak, Suite 400

Houston, Texas 77027

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original

\* New or Revised Sheet

ISSUED: July 5, 2007

EFFECTIVE: September 3, 2007

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TELECOMMUNICATIONS SERVICES TARIFF

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TELECOMMUNICATIONS SERVICES TARIFFTARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current filed with the Commission.

TELECOMMUNICATIONS SERVICES TARIFF

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Dakota Public Utilities Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Global Capacity - Used throughout this tariff to mean Global Capacity Group, Inc., a Texas Corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

TELECOMMUNICATIONS SERVICES TARIFF

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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TELECOMMUNICATIONS SERVICES TARIFFSECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of South Dakota. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

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TELECOMMUNICATIONS SERVICES TARIFF

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers which may be subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

**2.2 Use of Services**

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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TELECOMMUNICATIONS SERVICES TARIFF

- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

**2.3 Liability of the Company**

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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TELECOMMUNICATIONS SERVICES TARIFF

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 Reserved for Future Use
- 2.3.5 Reserved for Future Use
- 2.3.6 Reserved for Future Use

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TELECOMMUNICATIONS SERVICES TARIFF

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

TELECOMMUNICATIONS SERVICES TARIFF

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

TELECOMMUNICATIONS SERVICES TARIFF

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

**2.5 Cancellation or Interruption of Services**

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due, unless the charge is in dispute;

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

TELECOMMUNICATIONS SERVICES TARIFF

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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TELECOMMUNICATIONS SERVICES TARIFF

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

TELECOMMUNICATIONS SERVICES TARIFF2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on unpaid amounts 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within the applicable contract law statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such applicable contract law statute of limitations.

TELECOMMUNICATIONS SERVICES TARIFF**2.11 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by a court of competent jurisdiction or by the Commission.

**2.12 Taxes**

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

**2.13 Late Charge**

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

**2.14 Returned Check Charge**

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

**2.15 Reconnection Charge**

A reconnection fee of \$25.00 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

TELECOMMUNICATIONS SERVICES TARIFFSECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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ISSUED: July 5, 2007

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TELECOMMUNICATIONS SERVICES TARIFF

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

**3.2 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

730 N Post Oak, Suite 400  
Houston, Texas 77027  
(800) 226-4244

An objection to billed charges should be reported to the Company within 180 days from receipt of an invoice. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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ISSUED: July 5, 2007

EFFECTIVE: September 3, 2007

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The Company will respond within seventy two (72) hours of receipt of an inquiry. If the Customer is dissatisfied with the Company's response to a complaint or inquiry, the Customer may file a complaint with the Commission for resolution of the conflict. The South Dakota Public Utilities Commission can be reached at:

500 East Capitol  
Pierre, SD 57501-5070  
(605) 773-3201  
(800) 332-1782  
TTY through Relay Service South Dakota-  
(800) 877-1113  
[www.state.sd.us/puc](http://www.state.sd.us/puc)

If a Customer accumulates more than One Dollar of undisputed delinquent Company charges, the Company reserves the right not to honor that Customer's request for number porting to a different carrier until all the outstanding balance is paid.

**3.3 Level of Service**

A Customer can expect end to end network availability of not less than 99% at all times for all services.

**3.4 Billing Entity Conditions**

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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ISSUED: July 5, 2007

EFFECTIVE: September 3, 2007

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TELECOMMUNICATIONS SERVICES TARIFF**3.5 Service Offerings**

## 3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

## 3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

## 3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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ISSUED: July 5, 2007

EFFECTIVE: September 3, 2007

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GLOBAL CAPACITY GROUP, INC.

ORIGINAL SHEET 25

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

3.5.4 Reserved for Future Use.

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GLOBAL CAPACITY GROUP, INC.

ORIGINAL SHEET 26

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

Reserved for Future Use.

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ISSUED: July 5, 2007

EFFECTIVE: September 3, 2007

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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TELECOMMUNICATIONS SERVICES TARIFF

## 3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be filed with the Commission. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. The Company will notify the Commission of such arrangements as required by Commission rules and regulations.

## 3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

## 3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES

4.1 1+ Dialing

\$0.15 per minute

A \$4.95 per month service charge applies.  
Billed in one minute increments.

4.2 Travel Cards

\$0.320 per minute

A \$0.25 per call service charge applies.  
Billed in one minute increments.

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ISSUED: July 5, 2007

EFFECTIVE: September 3, 2007

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TELECOMMUNICATIONS SERVICES TARIFF

4.3 Toll Free

	First 60 seconds	Add'l 30 seconds
Residence	\$0.79	\$0.345
Business	\$0.79	\$0.345

4.4 Reserved for Future Use.

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TELECOMMUNICATIONS SERVICES TARIFF**4.5 Directory Assistance**

\$1.25

**4.6 Station Charges**

The following charges are in addition to the MTS rates stated previously in this section.

	Charge per Call
Calling Card	\$4.95
Operator Assisted Station-to-Station	\$5.50
Person-to-Person	\$9.99
Operator Verification	\$1.25
Interrupt Service	\$2.00

**4.7 Returned Check Charge**

\$20.00

**4.8 Carrier Cost Recovery Charge**

In order to recover costs the Company incurs with regard to TeleRelay service, National Number Portability and Federal Regulatory fees, a \$.99 monthly surcharge will be assessed per account per month. This surcharge will appear as a separate line item on your invoice.

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TELECOMMUNICATIONS SERVICES TARIFF

4.9 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* To, but not including  
 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

4.10 Payphone Dial Around Surcharge

A dial around surcharge of \$0.55 per call will be added to any completed intrastate toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.11 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by any state agency or its administrator. A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

ISSUED: July 5, 2007

EFFECTIVE: September 3, 2007

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**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USERS**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY**

**GLOBAL CAPACITY GROUP, INC.**

**WITHIN THE STATE OF SOUTH DAKOTA**

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Issued: July 5, 2007  
Issued by:

Jonathan Wynne-Evans, Director of Regulatory Affairs  
Global Capacity Group, Inc.  
730 N Post Oak, Suite 400  
Houston, Texas 77027

Effective: September 3, 2007

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**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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1	Original	37	Original	73	Original
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26	Original	62	Original	98	Original
27	Original	63	Original	99	Original
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29	Original	65	Original	101	Original
30	Original	66	Original	102	Original
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Issued: July 5, 2007  
Issued by:

Jonathan Wynne-Evans, Director of Regulatory Affairs  
Global Capacity Group, Inc.  
730 N Post Oak, Suite 400  
Houston, Texas 77027

Effective: September 3, 2007

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Global Capacity Group, Inc. to customers within the state of South Dakota.

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Issued: July 5, 2007  
Issued by:

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Effective: September 3, 2007

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

**Access Line** - An arrangement which connects the Customer's location to a switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**Advance Payment** - Part or all of a payment required before the start of service.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - South Dakota Public Utilities Commission.

**Company or Carrier** - Global Capacity Group, Inc., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

---

**SECTION 1.0 - DEFINITIONS (CONTINUED)**

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

---

**SECTION 1.0 - DEFINITIONS (CONTINUED)**

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**LEC** - Local Exchange Company

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Multi-Frequency or ("MF")** - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

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**SECTION 1.0 - DEFINITIONS (CONTINUED)**

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Telephone Company** - Used throughout this tariff to mean Global Capacity Group, Inc. unless clearly indicated otherwise by the text.

**TBD** - To Be Determined.

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of South Dakota, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

---

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least six months, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (cont'd.)**

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

---

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability**

- (A) Except as otherwise stated in this section, the liability of Carrier for damage arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services shall be determined by South Dakota Statute Sections 49-13-1 and 49-13-1.1.
- (B) Except for the extension of allowances to the Customer for interruptions in service in Section 2.7, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, including but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service of any failure in or breakdown of facilities associated with the service except as determined pursuant to SDCL 49-13-1 and 49-13-1.1.
- (C) The liability of Carrier for errors in billing that result in overpayment by the customer shall be limited to a credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

---

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - (3) Any unlawful or unauthorized use of the Company's facilities and services;
  - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
  - (5) Breach in the privacy or security of communications transmitted over the Company's facilities, which is not the result of the negligence of the Company;

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
- (9) Any noncompletion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) Breach in the privacy or security of communications transmitted over Carrier's facilities, which is not the result of the negligence of the Company;

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but may affect Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the South Dakota Public Utilities Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (cont'd.)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer (Cont'd.)**

**2.3.2 Liability of the Customer**

- (A) Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.
- (B) Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- (C) Notwithstanding any other provision of this tariff and pursuant to S.D. Codified Laws SS 49-13-1 and 49-13-1.1, any person claiming to be damaged by Carrier may either make complaint to the Commission or may bring suit on his own behalf for the recovery of damages in any court of competent jurisdiction in South Dakota, but no person may pursue both remedies at the same time.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
  
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the South Dakota Public Utilities Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.5 Customer Deposits and Advance Payments**

**2.5.1 Advance Payments**

The Company does not collect advance payments from Customers.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

The Company does not require deposits from Customers.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Services**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the South Dakota gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the South Dakota Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in South Dakota, or both, and are charged to a subscriber's telephone number or account in South Dakota.

**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end of the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.2 Billing and Collection of Charges (Cont'd.)**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month or the amount otherwise authorized by law, whichever is lower, shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within one hundred eighty (180) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Dakota Public Utilities Commission in accordance with the Commission's rules and procedure. The address of the Company and the Commission is as follows:

Global Capacity Group, Inc.	South Dakota PUC
730 N Post Oak, Suite 400	State Capitol Building
Houston, Texas 77027	500 East Capitol Ave.
(800) 226-4244	Pierre, South Dakota 57501
	800-332-1782
	<a href="http://www.state.sd.us/puc">www.state.sd.us/puc</a>

- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification. Non-payment of disputed charges by Customer does not constitute discontinuance or suspension of service. Disputed charges will be due after Customer and Company resolve dispute.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.3 Discontinuance of Service for Cause**

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

**2.6.5 Cancellation of Application for Service**

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.6 Changes in Services Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6.7 Bad Check Charge**

A service charge of \$20.00 will be assessed in accordance with South Dakota law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruptions in Service, (Continued)**

**2.7.1 General (Continued)**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruptions in Service, (Continued)**

**2.7.2 Limitations of Allowances**

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.4 Application of Credits for Interruptions in Service**

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.4 Application of Credits for Interruptions in Service, (Continued)**

**(D) Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service to be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**(E) Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**(F) Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.6 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.9 Reserved for Future Use**

**2.10 Use of Customer's Service by Others**

**2.10.1 Resale and Sharing**

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the South Dakota Public Utilities Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.10.2 Reserved for Future Use**

**2.11 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.12 Notices and Communications**

- 2.12.2 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.3 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.4 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**SECTION 3.0 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Qwest.

**3.2 Rate Groups**

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the South Dakota Public Utilities Commission reclassifies an exchange from one Rate Group to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in Qwest's South Dakota General Subscriber Service Tariff (GSST).

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**SECTION 3.0 - SERVICE AREAS (CONT'D)**

**3.3 Extended Area Service Additive**

Certain exchanges within the Telecommunications Service Territory within South Dakota utilize an Extended Area Service additive to the rates provided in Sections 7.2, 7.3 and 7.5 of this tariff. The following chart identifies the additive rates that need to be added to the rates in those sections for the Extended Area Service rate.

**3.3.1 Flat Rate Service Additive**

ICB

**3.3.2 Message Rate Service Additive**

ICB

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First Line	25.00	47.00
Each Additional Line	25.00	47.00
Line Change Charge		
First Line	9.55	10.00
Each Additional Line	9.55	10.00
Record Order Charge	5.00	10.00

**4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

	<u>Residence</u>	<u>Business</u>
Duration of time, per technician		
Initial 30 minute increment	60.00	60.00
Each Additional 15 minute increment	30.00	30.00
Premises Visit Charge	25.00	25.00

**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Per occasion	25.00	47.00

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS**

**5.1 General**

**5.1.1 Services Offered**

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the South Dakota Public Utilities Commission:

Standard Residence Line Service  
Standard Business Line Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Optional Calling Features  
Advanced Services

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)  
Directory Assistance  
Miscellaneous Services (including Vanity Numbers and Number Portability)

**5.1.2 Application of Rates and Charges**

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)**

**5.1 General (Continued)**

**5.1.3 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, South Dakota State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.2 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.3 Distance Calculations**

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

$$(V_1 - V_2)^2 + (H_1 - H_2)^2$$

10

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.4 Rate Periods for Time of Day Sensitive Services**

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO							
5:00 PM*							
5:00 PM							
TO							
11:00 PM*							
11:00 PM TO							
8:00 AM*							

\*Up to but not including.

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.5 Standard Residence Line**

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.6 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.7 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

5.8 Reserved for Future Use

5.9 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.10 Reserved for Future Use**

**5.11 Optional Calling Features**

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

**5.11.1 Features Descriptions**

**(A) Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;  
Priority Screening;  
Ring Control; and  
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

**(B) Flexible Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.

**(C) Flexible Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (D) **Flexible Call Forwarding Plus with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (E) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) **Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (G) **Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) **Call Forwarding Don't Answer w/Ring Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (I) Call Forwarding Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (J) Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (K) Call Forwarding Busy Line w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (L) Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

**(M) Call Waiting -- Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;  
Answer the waiting call and disconnecting from the first party;  
Direct the waiting caller to hold via a recording  
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

**(N) Call Waiting - Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.

**(O) Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (P) **Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (Q) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- (R) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (S) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (T) Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (U) Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (V) Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (W) Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (X) Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (Y) Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.
- (Z) Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

**(AA) Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

**(AB) Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.12 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**5.12.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**5.12.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**5.13 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.14 Reserved for Future Use**

**5.15 Reserved for Future Use**

**5.16 Miscellaneous Services**

**5.16.1 Main Number Retention**

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

**5.16.2 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**5.16.3 Vanity Number Service**

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

**5.16.4 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

SECTION 6.0 - RESERVED FOR FUTURE USE

6.1 Reserved for Future Use

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Issued: July 5, 2007  
Issued by:

Jonathan Wynne-Evans, Director of Regulatory Affairs  
Global Capacity Group, Inc.  
730 N Post Oak, Suite 400  
Houston, Texas 77027

Effective: September 3, 2007

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST**

**7.1 General**

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the South Dakota Public Utilities Commission.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST, (CONTINUED)**

**7.2 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.2 Standard Residence Local Exchange Service (Continued)**

**7.2.1 Monthly Recurring Charges**

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

Rate Group	Flat-Rate	Measured Service
Rate Group A	15.05	11.05
Rate Group B	13.50	9.50
Rate Group C	15.75	11.05
Rate Group D	14.20	9.50
Rate Group E	16.55	11.05
Rate Group G	17.75	11.05
Rate Group I	18.25	11.05

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.2 Standard Residence Local Exchange Service (Continued)**

**7.2.2 Usage Sensitive Charges and Allowances**

**(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.2 Standard Residence Local Exchange Service, (Continued)**

**7.2.3 Usage Sensitive Charges and Allowances, (Continued)**

**(B) Measured Rate Service**

Residential Measured Service is local exchange service for which rates are based upon exchange access and usage. Measured Service is available to residence customers in exchanges where central office facilities are available.

Residential Measured Rate Service includes a 180 minute usage allowance per month. The method of applying the usage allowance is as follows:

- The usage allowance is applied only toward sent paid usage charges.
- No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.

The Measured Rate Service additional usage charge is for each sent paid local calling minute exceeding the package rate. The timing of local messages is as specified. These usage charges are in addition to the monthly recurring charges in Section 7.2.1.

Measured usage charges are applicable to local messages completed on a dial station-to-station basis. Measured usage charges accumulate on a monthly basis commencing on the billing date.

	<u>Usage Charge</u>
Additional usage charge, per minute or fraction thereof	\$0.02

**(1) Calls to Expanded Service Areas**

The following per minute rates apply to calls to points in the Expanded Service Areas as defined in the General Subscriber Service Tariff, Section A3, presently on file with the SD PUC.

ICB

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.2 Standard Residence Local Exchange Service, (Continued)**

**7.2.4 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

First Line	\$25.00
Each Additional Line(1)	\$25.00

NOTES:

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

Rate Group	Flat-Rate	Measured Service
Rate Group A	27.25	28.65
Rate Group B	25.60	28.65
Rate Group C	29.65	28.65
Rate Group D	28.00	28.65
Rate Group E	32.45	28.65
Rate Group G	36.60	28.65
Rate Group I	38.40	28.65

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.2 Other Monthly Recurring Charges**

**(A) Hunting (a/k/a Rotary or Grouping)**

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Hunting, per line or trunk	\$8.95	\$11.00

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.3 Usage Sensitive Charges and Allowances**

**(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

**(B) Measured Rate Service**

Business Measured Service is a local exchange service furnished with rates for an exchange access line and usage. It is an optional offering on a single party basis. It is limited to where facilities and equipment are available.

The following usage charges apply to Business Measured Service in addition to the rates in Section 7.3.1 for completed calls which are originated on the Business Measured Service. The basic monthly rate does not include usage allowances.

	<u>Usage Charge</u>
Additional usage charge, per minute or fraction thereof	\$0.02

**(1) Calls to Expanded Service Areas**

The following per minute rates apply to calls to points in the Expanded Service Areas as defined in the Qwest's General Subscriber Service Tariff presently on file with the SD PUC.

ICB

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.4 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

First Line	\$47.00
Each Additional Line(1)	\$47.00

**NOTES:**

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.5 Residence and Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business and Residence Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 7.2 and 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

**7.5.1 Flat Rate Service**

Rate Group	Flat-Rate	Measured Service
Rate Group A	36.25	28.65
Rate Group B	34.60	28.65
Rate Group C	38.65	28.65
Rate Group D	37.00	28.65
Rate Group E	41.45	28.65
Rate Group G	45.60	28.65
Rate Group I	47.40	28.65

**7.5.2 Message Rate Service**

The following usage charges apply to PBX Measured Service in addition to the rates in Section 7.3.1 for completed calls which are originated on the Business Measured Service. The basic monthly rate does not include usage allowances.

	<u>Usage Charge</u>
Additional usage charge, per minute or fraction thereof	\$0.02

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.6 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are route directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 1 <sup>st</sup> Block of 20 DID Numbers	20.00	3.00
Each Individual DID Number	1.00	0.15
DID Trunk Termination:	50.00	35.00

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Issued: July 5, 2007

Effective: September 3, 2007

Issued by:

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**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.7 Reserved For Future Use**

**7.8 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**7.8.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residence	Business
Three-Way Calling	0.95	0.95
Call Return	0.95	0.95
Repeat Dialing	0.95	0.95
Call Trace	1.55	1.55

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.8 Optional Calling Features, (Continued)**

**7.8.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. A nonrecurring charge of \$11.00 (business) and \$6.00 (residence) will apply for each addition or change in optional features, unless otherwise noted.

Optional Calling Feature	Residence	Business
Receptionist		
with Name & Number	12.45	14.95
with Number only	12.45	14.50
Call Forwarding Variable	3.00	5.00
Call Forwarding Don't Answer - Basic	0.65	4.00
Call Forwarding Don't Answer (Programmable)	2.60	4.50
Call Forwarding Busy Line - Basic	0.25	3.00
Call Forwarding Busy Line (Overflow)	0.25	8.95
Call Forwarding Busy Line (Programmable)	1.85	8.95
Call Forwarding Busy Line/Don't Answer (Expanded)	0.80	5.50
Call Forwarding Busy Line (Overflow) / Don't Answer	0.80	10.45
Call Waiting - Basic	5.50	7.00

**SECTION 7.0 - LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)**

**7.8 Optional Calling Features, (Continued)**

**7.8.2 Features Offered on a Monthly Basis**

Optional Calling Feature (cont'd)	Residence	Business
Caller ID - Basic	6.95	7.50
Caller ID - Deluxe	6.95	7.95
Anonymous Call Rejection	4.50	4.50
Call Transfer	6.00	6.00
Directed Call Pick Up	1.00	1.00
Directed Call Pick Up with Barge-In	1.00	1.00
Distinctive Alert	1.00	1.00
Do Not Disturb	3.95	3.95
Last Call Return	3.95	4.00
Priority Call	3.50	3.50
Remote Access Forwarding	5.00	7.95
Scheduled Forwarding	6.00	8.95
Selective Call Forwarding	3.50	3.50
Repeat Dialing	3.50	3.50
Speed Calling (30 codes)	3.00	9.10
Speed Calling (8 codes)	2.00	4.00
Three Way Calling	3.50	5.00
Abbreviated Access, one digit		
Each shared speed call list	N/A	20.00
Each line arranged	0.50	0.50
Abbreviated Access, two digit		
Each shared speed call list	N/A	30.00
Each line arranged	0.50	0.50

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.1 Directory Listings**

**8.1.1 General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residence listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A company name which includes a term such as Company, Shop, Agency, Works, etc. in the name of a commodity or service willing to be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings, (Continued)**

**8.1.2 Composition of Listings**

**(A) Names**

The following names may be included in business service listings:

- (1) The name of subscriber or joint user.
- (2) The name of each business enterprise which the subscriber or joint user conducts.
- (3) The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- (4) The name of any person associated with the subscriber or joint user in the same business.
- (5) The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
- (6) Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the subscriber or joint user.
- (7) The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- (8) The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
- (9) The name of a corporation which is the parent or a subsidiary of the subscriber.
- (10) The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- (11) The name of the subscriber to a sharing arrangement.

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings, (Continued)**

**8.1.2 Composition of Listings, (Continued)**

**(B) Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone number or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings, (Continued)**

**8.1.2 Composition of Listings, (Continued)**

**(C) Address**

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

**(D) Telephone Number**

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings, (Continued)**

**8.1.3 Types of Listings**

**(A) Standard Listing**

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 5.13.2.2 above.

**(B) Indented Listing**

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD  
Office 125 Portland      555-4180  
Residence 9 Glenway    555-8345

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings, (Continued)**

**8.1.3 Types of Listings, (Continued)**

**(C) Alternate Telephone Number Listing and Night Listing**

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)  
Night calls (telephone number)  
Night calls after \_\_\_PM (telephone number)  
Nights, Sundays and holidays (telephone number)  
5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays  
(telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

**(D) Duplicate Listing**

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

**(E) Reference Listing**

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

**(F) Cross Reference Listing**

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings, (Cont'd.)**

**8.1.4 Free Listings**

The following listings are provided at no additional charge to the Customer: one listing for each individual line service, auxiliary line or PBX system.

**8.1.5 Rates for Additional Listings - Residential and Business Customers**

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4.

Type of Listing	Residential Charge	Business Charge
Reference/Cross Reference:		
- Each Listing	1.50	6.00
Alternate Telephone Number/Night Listing:		
- Night, Sundays & Holidays	1.50	6.00
- First Line	1.50	6.00
Additional Listing	1.50	6.00
Foreign Listing	1.50	6.00
Dual Name Liking - Non Recurring	1.50	6.00

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings, (Cont'd.)**

**8.1.6 Non-Recurring Charges**

The appropriate nonrecurring charge applies to each:

- Change in Primary Listing other than when the customer moves to a new address;
- Additional listing established or changed;
- Residence service to transfer the service of a customer to an applicant and change the Primary Listing when the customer and applicant are members of the same household and there is no lapse in service;
- Business service, to transfer the service of a customer to an applicant with a change in the Primary Listing when the same business is continued and there is no lapse in service;

	<u>Nonrecurring Charge</u>
Residence	\$5.00
Business	\$10.00

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.2 Non-Published Service**

**8.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory nor does it appear in the Company's Directory Assistance Records.

**8.2.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some.

**8.2.3 Rates and Charges**

There is a monthly charge for each non-published service. This charge does not apply to the Customer who has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
Residence	\$3.00	\$8.00
Business	\$3.00	\$15.00

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.3 Non-Listed Service**

**8.3.1 General**

Non-listed service means that the Customer's telephone number is not listed in the directory but does appear in the Company's Directory Assistance Records.

**8.3.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some.

**8.3.3 Rates and Charges**

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or in the service is installed for a temporary period.

Non-listed service	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
Residence	\$2.00	\$8.00
Business	\$2.00	\$10.00

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.4 Directory Assistance Services**

**8.4.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

Each Local Directory Assistance Call	1.25
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**SECTION 9.0 - ADVANCED SERVICES**

**9.1 ISDN PRI Service with Unlimited Local Calling**

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

**Recurring Charges**

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
Qwest Area	ICB	ICB	ICB

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.1 ISDN PRI Service with Unlimited Local Calling (Continued)**

Non-Recurring Charges

		Non-Recurring Charge		
		12 Months	24 Months	36 Months
Qwest Area	First Line	ICB	ICB	ICB
	Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>1</sup>	Qwest	Per PRI		
		ICB		
Order Supplement Charge <sup>2</sup>	Qwest	First Change	Subsequent Change	
		ICB	ICB	
Order Cancellation Charge <sup>3</sup>	Qwest	Per PRI		
		ICB		

<sup>1</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>2</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

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**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.2 Digital DS-1 PBX Service with Unlimited Local Calling**

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

**Monthly Recurring Charges**

Qwest Area	Monthly Recurring Charge		
	12 Months ICB	24 Months ICB	36 Months ICB

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.2 Digital DS-1 PBX Service with Unlimited Local Calling (Continued)**

Non-Recurring Charges

		Non-Recurring Charge		
		12 Months	24 Months	36 Months
Qwest Area	First Line	ICB	ICB	ICB
	Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>3</sup>		Per DS1		
	Qwest	ICB		
Order Supplement Charge <sup>4</sup>		First Change	Subsequent Change	
	Qwest	ICB	ICB	
Order Cancellation Charge <sup>Error</sup> <small>Bookmark not defined.</small>		Per DS1		
	Qwest	ICB		

<sup>3</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>4</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

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**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service**

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

**ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU**

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU**

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Continued)**

**ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU**

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU**

This package includes unlimited local and 30,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU**

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU**

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.4 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service**

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

**ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU**

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU**

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

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**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.4 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service  
(Continued)**

**ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU**

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU**

This package includes unlimited local and 30,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU**

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

**ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU**

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

Qwest Area	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
	ICB	ICB	ICB

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**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.5 ISDN BRI Service**

ISDN BRI (Basic Rate Interface) uses standard "twisted pair" cables and is nearly three times faster than a 56K dial up line. ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

	Monthly Recurring Charge <sup>5</sup>
ISDN Basic Exchange Digital Line, each	\$10.00
ISDN Basic Exchange Circuit Switched Voice	
First Line	n/a
Second Line	2.00
ISDN Basic Exchange Circuit Switched Data, each	2.00
ISDN Basic Exchange Alternate Circuit Switched Voice/Data, each	2.00

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<sup>5</sup> These ISDN BRI rates are a supplement to individual Message Rate Service.

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**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.6 Digital Centrex Service**

Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

**Monthly Recurring Charges**

<u>Contract Length</u>	<u>Monthly Recurring Charge</u>
12 months – Assume Dial 9	26.61
12 months	23.15
24 months	21.05
36 months	17.59
60 months	16.51
84 months	15.80

**NOTES FOR ALL:** Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not include FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

**SECTION 10.0 - RESERVED FOR FUTURE USE**

**10.1 Reserved For Future Use**

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Issued: July 5, 2007  
Issued by:

Jonathan Wynne-Evans, Director of Regulatory Affairs  
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730 N Post Oak, Suite 400  
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Effective: September 3, 2007

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**SECTION 11.0 - MISCELLANEOUS SERVICES**

**11.1 Carrier Presubscription**

**11.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls, Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**11.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:**

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)**

**11.1 Carrier Presubscription, (Continued)**

**11.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

**11.1.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

**SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)**

**11.1 Carrier Presubscription, (Continued)**

**11.1.5 Presubscription Charges**

**(A) Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**(B) Nonrecurring Charges**

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

**SECTION 12.0 - PROMOTIONAL OFFERINGS**

**12.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

**12.2 Discounts**

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included).