

**Exhibit I**  
**Missouri Secretary of State Authorization**

# State of Missouri



Robin Carnahan  
Secretary of State

## CERTIFICATE OF AUTHORITY

WHEREAS,

*VELOCITY THE GREATEST PHONE COMPANY EVER, INC.*  
F00933227

using in Missouri the name

*VELOCITY THE GREATEST PHONE COMPANY EVER, INC.*

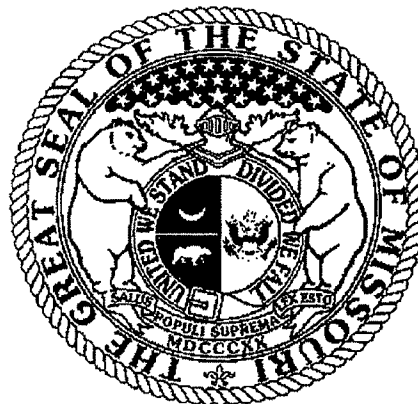
has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Delaware.

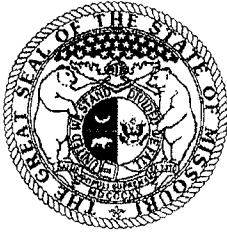
NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation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

IN TESTIMONY WHEREOF, I hereunto  
set my hand and cause to be affixed the  
GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this  
1st day of December, 2008.

*Robin Carnahan*

Secretary of State





**State of Missouri**  
**Missouri Secretary of State's Office**  
**Robin Carnahan**  
**Secretary of State, Robin Carnahan**

12/01/2008

Invoice Number: 7191055

Invoice Date: 12/01/2008 10:24 AM

User ID: 422

**Billing Information**

VELOCITY, THE GREATEST PHONE  
 COMPANY EVER, INC.  
 P.O. Box 1179  
 Holland, OH 43528

Product Description	Certification Number	Order Date	Qty	Pages	Item Cost	Extended	Amount Due
KC-Misc - Correspondence Re: VELOCITY, THE GREATEST PHONE COMPANY EVER, INC. Contact: VELOCITY, THE GREATEST PHONE COMPANY EVER, INC. Cust. Ref.: BMW Shipped Via: Pick-up	11266408	12/01/2008	1	1	0.00	0.00	Paid
KC-Corp Fees - Creation - General Business - Foreign Re: VELOCITY THE GREATEST PHONE COMPANY EVER, INC. Contact: VELOCITY, THE GREATEST PHONE COMPANY EVER, INC. Cust. Ref.: BMW Shipped Via: Pick-up	11266409	12/01/2008	1	1	155.00	155.00	Paid
<b>Credit Balance as of 12/01/2008 10:36 AM:</b>					\$0.00		
<b>Payment Details:</b>						<b>Invoice Total:</b>	\$155.00
Check #3470 for \$155.00(11266408:\$0.00, 11266409:\$155.00, )						<b>Payment Total:</b>	\$155.00
<b>Contact(s):</b> None specified						<b>Amount Due:</b>	\$0.00

**Include invoice number on all correspondence and send to:**

**UCC Inquiries:** Missouri Secretary of State's Office  
 P.O. Box 1159  
 Jefferson City, Missouri 65102

**To discuss payment for UCC items call:**  
 (866) 223-6535 Toll Free

**Corporation Inquiries:** Missouri Secretary of State's Office  
 P.O. Box 1366  
 Jefferson City, Missouri 65102

**To discuss payment for Corporation items call:**  
 (866) 223-6535 Toll Free

**Commission Inquiries:** Missouri Secretary of State's Office  
 P.O. Box 784  
 Jefferson City, Missouri 65102

**To discuss payment for Commission items call:**  
 (866) 223-6535 Toll Free



JAMES C. KIRKPATRICK  
STATE INFORMATION CENTER  
(573) 751-4936

ROBIN CARNAHAN  
SECRETARY OF STATE  
STATE OF MISSOURI

CORPORATIONS  
(866) 223-6535

Dear Corporation:

Congratulations! We wish you every success in your new business enterprise, and stand ready to assist you with any questions that you may have regarding your corporate registration and filing your annual registration reports.

By law, **your initial Annual Registration Report is due within thirty days from the date of incorporation or qualification.** A notice providing additional information on when and how to file this report will be mailed to your corporation's registered agent within the next few weeks.

You may file this initial annual report online at [www.sos.mo.gov](http://www.sos.mo.gov) for a fee of \$20 or you may file the report in person or by mail for a fee of \$45 up to three months after your incorporation/qualification date. *Failure to file this report will result in administrative dissolution of your corporation, and the inability to legally conduct business in Missouri.*

After filing the initial annual registration report, you must file an annual registration report every year based on your incorporated /qualified month. You may file your annual report and access other services and information 24 hours a day from our website at [www.sos.mo.gov](http://www.sos.mo.gov).

Questions regarding your corporate information or filing should be directed to (866) 223-6535.

Sincerely,

Robin Carnahan  
Secretary of State

Ltr. 11 (2/06)



**State of Missouri**  
Robin Carnahan, Secretary of State

Corporations Division  
P.O. Box 778 / 600 W. Main Street, Rm 322  
Jefferson City, MO 65102

File Number:  
**F00933227**  
Date Filed: 12/01/2008  
Robin Carnahan  
Secretary of State

**Application for Certificate of Authority  
For a Foreign For-Profit Corporation**


(Submit with filing fee of \$155.00)

- The corporation's name is Velocity The Greatest Phone Company Ever, Inc.  
and it is organized and existing under the laws of Delaware
- The name it will use in Missouri is Velocity The Greatest Phone Company Ever, Inc.
- The date of its incorporation was October 24, 2005, and the period of its duration is Perpetual  
month/day/year
- The address of its principal place of business is 7130 Spring Meadows West Drive, Holland, Ohio 43528  
Address City/State/Zip
- The name and physical address of its registered agent and office in the State of Missouri is  
TCS Corporate Services, Inc. 222 E. Dunklin, Ste. 102, Jefferson City, MO 65101  
Name Address City/State/Zip
- The specific purpose(s) of its business in Missouri are:  
**Provide Telecommunication Services**
- The name of its officers and directors and their business addresses are as follows:

Officers	Name	Address	City/State/Zip
President	<u>See Attached</u>		
Vice President	_____		
Secretary	_____		
Treasurer	_____		

Board of Directors	Name	Address	City/State/Zip
Director	<u>See Attached</u>		
Director	_____		
Director	_____		
Director	_____		
Director	_____		

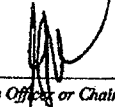
Name and address to return filed document:  
Name: Angela Janssen  
Address: 1720 Windward Concourse Ste. 115  
City, State, and Zip Code: Alpharetta GA 30005

State of Missouri  
Creation - General Business - Foreign 4 Page(s)  
  
T0833620506

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: upon qualification

*(Date may not be more than 90 days after the filing date in this office)*

In Affirmation thereof, the facts stated above are true and correct:  
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

X		<b>Gregory Kiley</b>	<b>President</b>	X	<u>10/20/08</u>
	<i>Must be an Officer or Chairman listed in #7, above</i>	<i>Printed Name</i>	<i>Title</i>		<i>Date</i>

Note: You must submit current original certificate of good standing or certificate of existence with this application. This may be obtained from your Secretary of State or other authority that issues corporate charters.



THOMAS F. SIMON  
CLERK

CLERK OF THE SUPREME COURT  
STATE OF MISSOURI  
POST OFFICE BOX 150  
JEFFERSON CITY, MISSOURI  
65102

TELEPHONE  
(573) 751-4144

July 30, 2009

*This will hereby acknowledge receipt of \$100 as required by Rule 6.01(m) for Lance J.M. Steinhart, appearing in Velocity The Greatest Phone Company Ever, Inc., Application for Certificate of Service Authority to Provide Interexchange and Local Exchange Telecommunications Within the State of Missouri and Initial Tariff Filings, before the Missouri Public Service Commission, State of Missouri.*

A handwritten signature in black ink, appearing to read "Thomas F. Simon".

Thomas F. Simon, Clerk

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VELOCITY THE GREATEST PHONE COMPANY EVER, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF NOVEMBER, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "VELOCITY THE GREATEST PHONE COMPANY EVER, INC." WAS INCORPORATED ON THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



4052380 8300

081096062

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

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6952268

DATE: 11-06-08



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:32 PM 10/24/2005  
FILED 04:32 PM 10/24/2005  
SRV 050867298 - 4052380 FILE

STATE OF DELAWARE  
CERTIFICATE OF INCORPORATION OF  
**Velocity The Greatest Phone Company Ever, Inc.**  
A STOCK CORPORATION

**FIRST:** THE NAME OF THIS CORPORATION IS: Velocity The Greatest Phone Company Ever, Inc.

**SECOND:** THE STREET ADDRESS IN DELAWARE OF THE CORPORATION'S REGISTERED OFFICE IS: THE NAAMAN'S BUILDING SUITE 206, 3501 SILVERSIDE RD., WILMINGTON (NEW CASTLE COUNTY), DELAWARE 19810. THE REGISTERED AGENT IN CHARGE THEREOF IS THE DELAWARE COMPANY, USA.

**THIRD:** THIS CORPORATION IS ORGANIZED FOR THE PURPOSE OF TRANSACTING ANY AND ALL LAWFUL BUSINESS FOR WHICH A CORPORATION MAY BE FORMED UNDER THE DELAWARE GENERAL CORPORATION LAW.

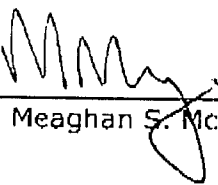
**FOURTH:** THE TOTAL NUMBER OF SHARES OF STOCK WHICH THE CORPORATION IS AUTHORIZED TO ISSUE IS 1,500 SHARES OF COMMON STOCK HAVING NO PAR VALUE.

**FIFTH:** THE NAME AND ADDRESS OF THE INCORPORATOR IS: THE DELAWARE COMPANY, USA., THE NAAMAN'S BUILDING SUITE 206, 3501 SILVERSIDE ROAD, WILMINGTON, DE 19810.

**SIXTH:** TO THE FULLEST EXTENT PERMITTED BY LAW, NO DIRECTOR OF THIS CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY OF SUCH DIRECTOR.

THE UNDERSIGNED INCORPORATOR EXECUTED THIS CERTIFICATE OF INCORPORATION, ON October 24, 2005, AND HEREBY ACKNOWLEDGES THAT THE FOREGOING CERTIFICATE IS THE ACT AND DEED OF THE UNDERSIGNED AND THAT THE FACTS CONTAINED HEREIN ARE TRUE.

INCORPORATOR:  
THE DELAWARE COMPANY, USA.



Meaghan S. McKaige, Vice President

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
VELOCITY THE GREATEST PHONE COMPANY EVER, INC.

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That by a Joint Written Consent of the Sole Director and Sole Stockholder of the Corporation, resolutions were duly adopted declaring the advisability of and approving an amendment to the Certificate of Incorporation. The resolution setting forth the proposed amendment is as follows:

**RESOLVED**, that the Certificate of Incorporation of the Corporation be amended by changing the Article thereof numbered "**FOURTH**" so that, as amended, said Article shall be and read as follows:

**FOURTH:** THE TOTAL NUMBER OF SHARES OF STOCK WHICH THE CORPORATION IS AUTHORIZED TO ISSUE IS 5,000,000 SHARES OF COMMON STOCK, \$.001 PAR VALUE PER SHARE, OF WHICH 2,500,000 SHALL BE DESIGNATED AS CLASS A COMMON STOCK, \$.001 PAR VALUE PER SHARE, AND 2,500,000 SHALL BE DESIGNATED AS CLASS B COMMON STOCK, \$.001 PAR VALUE PER SHARE (THE CLASS A COMMON STOCK AND CLASS B COMMON STOCK, COLLECTIVELY, THE "COMMON STOCK"). THE RELATIVE RIGHTS, PREFERENCES AND LIMITATIONS OF THE SHARES OF EACH CLASS OF COMMON STOCK ARE:

DIVIDENDS. THE HOLDERS OF OUTSTANDING COMMON STOCK SHALL BE ENTITLED TO RECEIVE A DIVIDEND WHEN AND AS DECLARED BY THE BOARD OF DIRECTORS OF THE CORPORATION. THE HOLDERS OF THE COMMON STOCK SHALL PARTICIPATE EQUALLY PER SHARE IN ANY DIVIDEND DISTRIBUTION WITHOUT DISTINCTION BETWEEN THE CLASSES.

VOTING. THE HOLDERS OF CLASS A COMMON STOCK SHALL HAVE THE RIGHT TO ELECT THREE (3) DIRECTORS. THE HOLDERS OF CLASS B COMMON STOCK SHALL HAVE THE RIGHT TO ELECT ONE (1) DIRECTOR. THE HOLDERS OF THE COMMON STOCK SHALL PARTICIPATE EQUALLY PER SHARE IN VOTING ON ALL OTHER CORPORATE MATTERS WITHOUT DISTINCTION BETWEEN THE CLASSES.

LIQUIDATION. IN THE EVENT OF ANY LIQUIDATION, DISSOLUTION, OR WINDING-UP OF THE CORPORATION, THE HOLDERS OF THE COMMON STOCK SHALL

PARTICIPATE EQUALLY PER SHARE IN ANY DISTRIBUTION TO STOCKHOLDERS WITHOUT DISTINCTION BETWEEN THE CLASSES.

THE PREVIOUSLY ISSUED AND OUTSTANDING 1,500 SHARES OF COMMON STOCK HAVING NO PAR VALUE SHALL, UPON THE FILING OF THIS CERTIFICATE OF AMENDMENT BE CHANGED INTO 2,500,000 ISSUED AND OUTSTANDING SHARES OF CLASS A COMMON STOCK, \$.001 PAR VALUE PER SHARE.

2. That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

*IN WITNESS WHEREOF*, I have subscribed this certificate this 29<sup>th</sup> day of November, 2006.

/s/ Edward J. Kiley Jr.  
Edward J. Kiley Jr., sole Stockholder

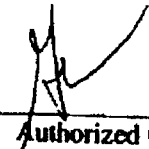
## STATE OF DELAWARE CERTIFICATE FOR RENEWAL AND REVIVAL OF CHARTER

The corporation organized under the laws of Delaware, the charter of which was voided for non-payment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of this corporation is VELOCITY THE GREATEST PHONE COMPANY EVER, INC.
2. Its registered office in the State of Delaware is located at 108 WEST 13TH STREET (street), City of WILMINGTON Zip Code 19801 County of NEW CASTLE the name of its registered agent is BUSINESS FILINGS INCORPORATED
3. The date of filing of the original Certificate of Incorporation in Delaware was 10/24/2005
4. The date when restoration, renewal, and revival of the charter of this company is to commence is the 29TH day of FEBRUARY, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.
5. This corporation was duly organized and carried on the business authorized by its charter until the 1ST day of MARCH A.D. 2008, at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

**IN TESTIMONY WHEREOF**, and in compliance with the provisions of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charters the last and acting authorized officer hereunto set his/her hand to this certificate this 28TH day of MAY A.D. 2008.

By: \_\_\_\_\_

  
Authorized Officer

Name: Gregory Kiley

Print or Type

Title: President

**Exhibit II**

**Executive Officers' Qualifications and Experience**



Gregory Kiley  
7130 Spring Meadows West.  
Holland, Ohio 43528  
419-868-9983 Ext 118

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### KEY CONTRIBUTIONS

Results-oriented Executive with over 22 years experience in the telecommunications industry. Solid background in sales, marketing, engineering and operations in both retail and wholesale market segments. Extensive direct and indirect sales leadership experience. Diverse executive management background with expertise in entrepreneurial start-up organizations. A forward thinking executive with excellent vision, leadership and negotiation skills. Strong written and verbal skills.

- Increased annual revenue in start-up firm to over \$75M in 2 years during difficult market conditions.
- Recruited and developed fully operational Sales, Marketing and Professional Service teams.
- Developed compensation plans and revenue goals for sales teams at several companies.
- Solid track record of increasing sales and profitability while reducing costs and employing performance optimization plans in a wide range of situations.
- Created models and benchmarks that have been used by other telecom firms across the U.S.

### Education

Bachelor in Arts & Science

Strengths include Mathematics and International Politics

### PROFESSIONAL EXPERIENCE

#### **Tele-Fibernet**

Account Executive

Long Distance reseller for Williams- AT&T/SDN and Sprint-Top Salesman in the country (went on to become MCI/WorldCom)

#### **Metro-Media**

Senior Account Executive

Top Salesman in the country (Metro-Media went on to become MCI/WorldCom)

#### **US Fiber Com**

Major Account Executive

Top Salesman in the country

#### **Midcom**

National Account Executive

Midcom bought US Fibercom- Top Salesman in the country

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### PROFESSIONAL AFFILIATIONS

In 1997 started Kytel International Group-built owned and managed-direct international operating agreements with PTT's, with Legal white licenses with government authorities. Still operates as a sales arm for Envision Global Reach.

Contracted for 10 years as President/CEO to build and manage and direct Velocity,  
The Greatest Phone Company Ever, Inc.

---



**Wm. "Chip" Werner**

Vice President-Operations

Velocity, The Greatest Phone Company Ever, Inc.

Office 419-868-9983 Ext. 105

Fax 419-868-9986

Cell 419-356-5164

chip@velocity.org

www.velocity.org

**KEY CONTRIBUTIONS**

Results-oriented Executive with over 10 years experience in the telecommunications industry. Solid background in sales, marketing and operations. Extensive direct and indirect sales leadership experience. A forward thinking executive with excellent vision. Strong written and verbal skills

**Education**

Major: Sales & Marketing

**PROFESSIONAL EXPERIENCE**

Sprint PCS-Corporate Account Manager

- Several awards for Outstanding Sales Achievement.
- Leadership Roundtable
- Increased Sales 175%

MCI-Master Agent-Sales Director

- Managed a \$18,000,000 block of MCI business
- Increased sales to \$21,000.00 in 8 Months

All-Comm-President

Master agent agreements with several Carriers. Maintained my accounts. New Business Development.

Velocity-Director-New Business Development

Job responsibilities:

- Corporate Operations
- New Business Development
- New Product Development
- Policies and Procedures
- New Territory R&D
- Promoted to Vice President-Operations

**LIST OF OFFICERS & DIRECTORS OF**  
**Velocity The Greatest Phone Company Ever, Inc.**

**Officers**

**Gregory Kiley  
N. Stevens Newcomer**

**President and CEO  
Secretary**

**Directors**

**Gregory Kiley**

**All the above referenced Officers & Directors can be reached at:  
7130 Spring Meadows West Drive, Holland, Ohio 43528**



**Exhibit III**

**Tariff**

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF  
OF  
VELOCITY THE GREATEST PHONE COMPANY EVER, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Velocity The Greatest Phone Company Ever, Inc. ("Velocity"), with principal offices at 7130 Spring Meadows West Drive, Holland, Ohio 43528, toll free telephone number (866) 983-5624. This tariff applies for services furnished within the State of Missouri for business and residential service. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Velocity The Greatest Phone Company Ever, Inc., operates as a competitive telecommunications company as defined by Case No. TO-88-142 within the State of Missouri.

All services will be provided in accordance with Commission rules and regulations.

DATE OF ISSUE: October 12, 2009

DATE EFFECTIVE: November 26, 2009

Gregory Kiley, President  
7130 Spring Meadows West Drive  
Holland, Ohio 43528

WAIVER OF RULES AND REGULATIONS

392.210.2	Establish Uniform System of Accounts for Annual reports
392.240(1)	Setting just and reasonable rates
392.270	Ascertain Property values
392.280	Establish Depreciation accounts
392.290	Issuance of securities
392.300.2	Acquisition of stock
392.310	Issuance of stock and debt
392.320	Stock Dividend Payment
392.330	Issuance of securities, debts and notes
392.340	Reorganization(s)
4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.040	Uniform System of Accounts

DATE OF ISSUE: October 12, 2009

DATE EFFECTIVE: November 26, 2009

Gregory Kiley, President  
7130 Spring Meadows West Drive  
Holland, Ohio 43528

**Velocity The Greatest Phone Company Ever, Inc.**

**P.S.C. MO. TARIFF NO. 1  
ORIGINAL SHEET 3**

**RESERVED FOR FUTURE USE**

**DATE OF ISSUE: October 12, 2009**

**DATE EFFECTIVE: November 26, 2009**

**Gregory Kiley, President  
7130 Spring Meadows West Drive  
Holland, Ohio 43528**

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DATE OF ISSUE: October 12, 2009

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Gregory Kiley, President  
7130 Spring Meadows West Drive  
Holland, Ohio 43528

**TARIFF 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.

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)

**DATE OF ISSUE: October 12, 2009**

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**Gregory Kiley, President  
7130 Spring Meadows West Drive  
Holland, Ohio 43528**

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

DATE OF ISSUE: October 12, 2009

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Gregory Kiley, President  
7130 Spring Meadows West Drive  
Holland, Ohio 43528

**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 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 Missouri Public Service Commission.

Company or Velocity - Used throughout this tariff to mean Velocity The Greatest Phone Company Ever, Inc., a Delaware Corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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.

**DATE OF ISSUE: October 12, 2009**

**DATE EFFECTIVE: November 26, 2009**

**Gregory Kiley, President  
7130 Spring Meadows West Drive  
Holland, Ohio 43528**



Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

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.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Missouri.

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.

**SECTION 2 - RULES AND REGULATIONS**

**2.1 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 Missouri. 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 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. 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.

**DATE OF ISSUE: October 12, 2009**

**DATE EFFECTIVE: November 26, 2009**

**Gregory Kiley, President  
7130 Spring Meadows West Drive  
Holland, Ohio 43528**

- 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 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; 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 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 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.
- 2.2.3 The use of 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.

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- 2.2.4 Services are available for use 24 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 Services may be denied for nonpayment of undisputed charges or for other violations of this tariff, as set forth in Section 2.5.1 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.
- 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.

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- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved Harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others. This provision shall not exempt the Company from liability for the gross negligence, recklessness or intentional acts or omissions of Company, its agents and employees.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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**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 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 services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with facilities or services, that the signals emitted into 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.
- 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.

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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 ten (10) 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 Nonpayment of a delinquent charge except for basic local exchange service;

2.5.1.B Failure to post a required deposit or guarantee;

2.5.1.C Unauthorized use of telecommunications company equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;

2.5.1.D Failure to comply with terms of a settlement agreement;

2.5.1.E Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment;

2.5.1.F Material misrepresentation of identity in obtaining telecommunications company service; or

2.5.1.G As provided by state or federal law.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to advise the Customer of the proposed discontinuance.



- 2.5.2 Without incurring liability, the Company may interrupt the provision of services upon reasonable notice in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Traffic to certain NXX exchanges, or calls using certain Customer authorization codes, may be blocked 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 or oral 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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**2.6 Credit Allowance**

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

Please also see Section 3.2 of this tariff

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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.

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**2.10 Payment and Billing**

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. A late fee of 1.5% per month will be assessed upon any unpaid amount commencing 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, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 Reserved for Future Use.

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**2.11 Reserved for Future Use**

**2.12 Taxes**

All federal, state and local taxes, 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. All charges other than taxes and franchise fees shall be submitted to the Commission for prior approval.

**2.13 Taxes and Fees for Prepaid Calling Cards**

The prepaid calling card rate does not include federal excise tax or state and local taxes which are required to be paid at the point of sale. The tariffed rate does include state and local sales taxes, which are required to be paid on usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

**2.14 Returned Check Charge**

A fee 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 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.

SECTION 3 - DESCRIPTION OF SERVICE

**3.1 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.
- 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.

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

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

7130 Spring Meadows West Drive  
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(866) 983-5624

Any objection to billed charges should be reported promptly to the Company. A dispute must be registered with the Company prior to the delinquent date of the charge, and the Customer must provide the disputed call details and the basis for any requested adjustment. 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. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled. If the Company cannot resolve Customer's complaint, Customer may call the Missouri Public Service Commission, at 1-800-392-4211 to file an informal complaint.

If Customer complaint cannot be resolved informally, Customer may file a formal complaint in writing to:

Missouri Public Service Commission  
200 Madison Street  
Jefferson City, Mo 65102

Customer may also contact the Missouri Office of Public Counsel, representing the public before the Public Service Commission, at 1-573-751-4857 or in writing to:

Missouri Office of Public Counsel  
200 Madison Street, 6th floor  
Jefferson City, Missouri 65102

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

**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.

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**3.4 Service Offerings**

**3.4.1 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".

**3.4.2 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.

**3.4.3 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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#### 3.4.4 The Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. The rate will be printed on the card or in point of sale materials. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

A card will expire on the date indicated on the card, or if no date is specified, 6 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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3.4.5 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. The company will not provide, nor bill, for operator services.

3.4.6 Reserved for Future Use.

3.4.7 Emergency Call Handling Procedures

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

3.4.8 Promotional Offerings

The Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

SECTION 4 - RATES

**4.1**     1+ & 101XXXX Dialing

\$.25 per minute

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

**4.2**     Travel Cards

\$.3100 per minute

A per call station charge applies - see Section 4.8 for rates.  
Billed in one minute increments

**4.3 Toll Free Service**

\$0.15 per minute

A \$10 per month per number service charge applies.  
Billed in one minute increments

**4.4 Prepaid Calling Cards**

**Program (to be determined by distributor)**

A	\$.015 Per Telecom Unit
B	\$.019 Per Telecom Unit
C	\$.025 Per Telecom Unit
D	\$.029 Per Telecom Unit
E	\$.032 Per Telecom Unit
F	\$.035 Per Telecom Unit
G	\$.039 Per Telecom Unit
H	\$.049 Per Telecom Unit
I	\$.05 Per Telecom Unit
J	\$.059 Per Telecom Unit
K	\$.06 Per Telecom Unit
L	\$.08 Per Telecom Unit
M	\$.09 Per Telecom Unit
N	\$.10 Per Telecom Unit
O	\$.11 Per Telecom Unit
P	\$.12 Per Telecom Unit
Q	\$.13 Per Telecom Unit
R	\$.14 Per Telecom Unit
S	\$.15 Per Telecom Unit
T	\$.19 Per Telecom Unit
U	\$.20 Per Telecom Unit
V	\$.25 Per Telecom Unit
W	\$.29 Per Telecom Unit
X	\$.30 Per Telecom Unit
Y	\$.33 Per Telecom Unit
Z	\$.35 Per Telecom Unit
AA	\$.39 Per Telecom Unit
BB	\$.40 Per Telecom Unit
CC	\$.50 Per Telecom Unit

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DD           \$.005 Per Telecom Unit  
EE           \$.01 Per Telecom Unit  
FF           \$.07 Per Telecom Unit  
A \$.99 per call service charge applies.  
A one-time maintenance fee of \$1.00 applies after the 1<sup>st</sup> call.

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**4.5 Directory Assistance**

\$.63

**4.6 Returned Check Charge**

\$25.00

**4.7 Reconnection Charge**

\$25.00

**4.8 Station Charges**

The following charges are in addition to the MTS rates in Section 4.1, preceding.

	Charge per Call
Calling Card	
Automated	0.48
Operator Assisted	1.62
Collect	
Automated	1.06
Operator Assisted	1.62
Third Party Billed	
Automated	1.06
Operator Assisted	1.62
Person-to-Person, Operator Assisted	3.56
Line Status Verification <sup>1</sup>	1.62
Busy Interrupt Service <sup>2</sup>	2.49

<sup>1</sup> A charge applies each time the operator verifies a called line and hears voice communication.

<sup>2</sup> A charge applies each time the operator interrupts a conversation that is in progress on the called line. The charge is for both the verify and interrupt service and does not depend on whether the called party agrees to release the line and accept the call.

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