STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Applewood Communications Corporation for a Certificate of Public Convenience and Necessity to Operate as a Reseller of Interexchange Telecommunications Services Within the State of South Carolina

BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

COVER SHEET

DOCKET NUMBER: 2007 - 99 - C

(Please type or print)

Submitted by: John J. Pringle, Jr.

Address: Ellis, Lawhorne & Sims, PA
PO Box 2285
Columbia SC 29202

SC Bar Number: 11208
Telephone: 803-343-1270
Fax: 803-799-8479
Other:

Email: jpringle@ellislawhorne.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ **Emergency Relief demanded in petition**

☐ **Request for item to be placed on Commission's Agenda expeditiously**

☐ **Other:**

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
☐ Electric	☐ Affidavit	☐ Letter	☐ Request
☐ Electric/Gas	☐ Agreement	☐ Memorandum	☐ Request for Certification
☐ Electric/Telecommunications	☐ Answer	☐ Motion	☐ Request for Investigation
☐ Electric/Water	☐ Appellate Review	☐ Objection	☐ Resale Agreement
☐ Electric/Water/Telecom.	☒ Application	☐ Petition	☐ Resale Amendment
☐ Electric/Water/Sewer	☐ Brief	☐ Petition for Reconsideration	☐ Reservation Letter
☐ Gas	☐ Certificate	☐ Petition for Rulemaking	☐ Response
☐ Railroad	☐ Comments	☐ Petition for Rule to Show Cause	☐ Response to Discovery
☐ Sewer	☐ Complaint	☐ Petition to Intervene	☐ Return to Petition
☒ Telecommunications	☐ Consent Order	☐ Petition to Intervene Out of Time	☐ Stipulation
☐ Transportation	☐ Discovery	☐ Prefiled Testimony	☐ Subpoena
☐ Water	☐ Exhibit	☐ Promotion	☐ Tariff
☐ Water/Sewer	☐ Expedited Consideration	☐ Proposed Order	☐ Other:
☐ Administrative Matter	☐ Interconnection Agreement	☐ Protest	
☐ Other:	☐ Interconnection Amendment	☐ Publisher's Affidavit	
	☐ Late-Filed Exhibit	☐ Report	

Print Form Reset Form

ELLIS : LAWHORNE

John J. Pringle, Jr.
Direct dial: 803/343-1270
jpringle@ellislawhorne.com

May 18, 2009

FILED ELECTRONICALLY
The Honorable Charles L.A. Terreni
Chief Clerk
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: Application of Applewood Communications Corporation for a Certificate of Public Convenience and Necessity to Operate as a Reseller of Interexchange Telecommunications Services Within the State of South Carolina
Docket No. 2007-99-C, Our File No. 1340-11441

Dear Mr. Terreni:

Enclosed is the **Application** filed on behalf of Applewood Communications Corporation in the above-referenced matter.

If you have any questions or need additional information, please do not hesitate to contact me.

With kind regards, I am

Yours truly,

John J. Pringle, Jr.

JJP/cr
Attachment
cc: C. Lessie Hammonds, Esquire (via electronic mail service)
Ms. Amy Duffer (via electronic mail service)

BEFORE THE SOUTH CAROLINA
PUBLIC SERVICE COMMISSION

In the Matter of the Application of	)	
	)	
Applewood Communications Corporation	)	
	)	Docket No. 2007-99-C
To Provide Resold Interexchange	)	
Telecommunications Services	)	
Throughout the State of South Carolina and for	)	
Alternative Regulation	)	
	)	

APPLICATION

Applewood Communications Corporation ("Applicant"), by its undersigned counsel and pursuant to the South Carolina Code 58-9-280 and the rules and regulations of the South Carolina Public Service Commission ("Commission"), hereby submits its Application for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services on a statewide basis. Applicant requests that its interexchange services be subject to alternative regulation, pursuant to South Carolina Code § 58-9-585 (Supp. 1999), as was first granted by the Commission in Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C.

The Applicant submits the following information in support of its request.

I. DESCRIPTION OF THE APPLICANT

1. Applicant's legal name is Applewood Communications Corporation. Applicant maintains its principal place of business at 424 Madison Avenue, Suite 800, New York, NY 10017. Applicant is a Corporation organized under the laws of the State of Delawrae. A copy of Applicant's Certificate of Formation is attached as **Exhibit 1**. A copy of Applicant's Certificate of Authority to Transact Business in South Carolina is attached as **Exhibit 2**.

2. Name, Address and Telephone Number of Applicant:

Applewood Communications Corporation
424 Madison Avenue, Suite 800
New York, NY 10017
Telephone: (646) 291-2446
Facsimile: 434-236-0014

3. Correspondence concerning this Application should be directed to:

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
Post Office Box 2285
Columbia, South Carolina 29202-2285
Telephone: (803) 343-1270
Facsimile: (803) 799-8479
jpringle@ellislawhorne.com

and:

Amy Duffer
Applewood Communications Corporation
PO Box 127
Brookneal, VA 24528
Telephone: 646-291-2446
Facsimile: 434-236-0014
amy.duffer@myapplewood.com

4. Questions concerning the ongoing operations of Applicant following certification should be directed:

Amy Duffer
Applewood Communications Corporation
PO Box 127
Brookneal, VA 24528
Telephone: 646-291-2446
Facsimile: 434-236-0014
amy.duffer@myapplewood.com

5. Applicant's registered agent in South Carolina is:

Business Filings International, Inc
75 Beattie Place
Greenville, SC 29601

6. The following toll-free number is available for customer service inquiries:

877-823-1223

II. DESCRIPTION OF SERVICES

1. Applicant is a reseller of long-distance telephone services offered by facilities-based inter-exchange carriers. Applicant neither owns, leases, nor operates any switching, transmission, or other physical facilities in the State of South Carolina, and no such facilities will be used by Applicant in providing long-distance service in the State of South Carolina. Upon receiving certification, Applicant intends to provide telecommunications services, including outbound 1+ dialing, inbound 800/888 toll-free, VoIP, travel card and prepaid calling card services, throughout the State of South Carolina. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of South Carolina. All services provided will meet the service standards that the Commission may adopt.

2. Applicant is in the process of obtaining authority to provide resold interexchange service in all states with the exception of Alaska and Hawaii. Applicant is currently authorized to provide telecommunications services in Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming. Applicant has applications pending in South Carolina and Louisiana.

III. FINANCIAL, MANAGERIAL & TECHNICAL QUALIFICATIONS

1. Applicant is financially, technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina.

2. Applicant's key management personnel have extensive experience which is set forth in **Exhibit 3** which is attached hereto. Applicant will have a fully staffed call center that

will be able to service all provisional, technical and customer care calls. Furthermore, since Applicant will be providing services as a reseller, Applicant will also rely up the technical expertise of its facilities-based underlying carriers which upon initially will be Level 3 Communications, Vitelity, and CommerceTel.

3. Applicant's key management are as follows:

Courtlandt G. Miller – President
Barry Augustinsky – Chief Technology Officer
Sherri Singleton – Director of Call Center
Daniel Guthrie – Director of VOIP Technologies

4. Applicant is financially qualified to provide resold interexchange services in South Carolina. Applicant provides hereto as **Exhibit 4** a current balance sheet and a statement of profit and loss. This information is Confidential and is being filed under seal. Applicant requests that **Exhibit 4** be afforded confidential treatment in accordance with S.C. Code Ann. § 39-9-10, *et seq.*, S.C. Code Regs. 103-800, *et seq.* and Commission Order No. 2005-226, because this exhibit contains financial information, which, if disclosed, would result in substantial harm to Applicant's competitive position. Applicant has filed its *Motion for Protective Treatment of Financial Statements* concurrent with this Application.

IV. REGULATORY COMPLAINCE AND WAIVER REQUESTS

1. As required by South Carolina Code 58-9-280, attached hereto is a copy of Applicant's proposed initial tariff containing rates, terms, and conditions for the services proposed herein. Attached as **Exhibit 5** is Applicant's proposed interexchange service tariff.

2. Applicant will market its services by direct marketing and sales. Applicant does not currently have promotional materials to be used in South Carolina; however, if required by the Commission, Applicant will provide the Commission copies of such materials when they become available.

3. Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), Applicant makes the following affirmation, which is included in Applicant's proposed tariff, attached hereto as **Exhibit 5**:

> As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

4. As stated above, Applicant's toll-free number for customer service is 877-823-1223. Its customer service email address is customercare@applewoodcommunications.com. The toll-free customer service number will be printed on customer bills.

5. Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant's activities in the State of South Carolina will managed from its offices in Virginia and New York. Requiring Applicant to maintain its books and records in the State of South Carolina would place an undue financial burden on Applicant as it competes with other carriers that maintain their books and records outside of the State of South Carolina. Upon written request from the Commission, Applicant will produce such books and records at such time and place within South Carolina, as the Commission may designate. Alternatively, Applicant will pay to the Commission the reasonable expense or charges incurred by the Commission for any investigation or examination the Commission undertakes at Applicant's business offices.

6. Applicant requests that it be exempt from any record keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform

System of Accounts ("USOA"). Good cause exists for the grant of this waiver. Neither the Federal Communications Commission nor any other jurisdiction requires Applicant to maintain its books and records according to the USOA. Absent the grant of a waiver, Applicant would be required to maintain a dual set of books, one solely for South Carolina and another for all other jurisdictions. Such a requirement would be extremely burdensome. GAAP is a widely-accepted accounting methodology that accurately reflects the Applicant's operations. Applicant's continuing use of GAAP will be consistent with the principles embodied in the USOA provisions and will permit Applicant to comply with any applicable Commission requirements.

7. In addition to the above requested waivers, Applicant reserves the right to seek any regulatory waivers that may be required for Applicant to compete effectively in the South Carolina telecommunications market.

V. PUBLIC INTEREST CONSIDERATIONS

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. Applicant will deploy and expand a competitive telecommunications infrastructure in the State. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services.

VI. CONCLUSION

For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide resold interexchange telecommunications services. Also, Applicant respectfully requests

that the Commission grant the waivers requested in this Application, including alternative regulation in accordance with South Carolina Code Ann. Sec. Sec. 58-9-585 (Supp. 1999) in the same manner as granted by the South Carolina Public Service Commission in Order Nos. 95-1734, 96-55, and 98-165.

WHEREFORE, Applewood Communications Corporation respectfully requests that the South Carolina Public Service Commission grant it the authority to provide resold interexchange telecommunications services in the State of South Carolina, grant alternative regulation as requested herein, and grant such other relief as is just and proper.

Respectfully submitted,

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
Post Office Box 2285
Columbia, South Carolina 29202-2285
(803) 343-1270 (Tel)
(803) 799-8479 (Fax)
jpringle@ellislawhorne.com

Counsel for Applewood Communications Corporation

Columbia, South Carolina
Dated: May 18, 2009

LIST OF EXHIBITS

Exhibit 1	**Certificate of Formation**
Exhibit 2	**Certificate of Authority to Transact Business**
Exhibit 3	**Managerial Qualifications**
Exhibit 4	**Financial Qualifications**
Exhibit 5	**Proposed Interexchange Tariff**
Exhibit 6	**Proposed Notice of Filing and Hearing**

EXHIBIT 1

Certificate of Formation

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "APPLEWOOD COMMUNICATIONS CORPORATION", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF OCTOBER, A.D. 2008, AT 11:30 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

4217132 8100

AUTHENTICATION: 6950924

081047015

DATE: 11-05-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:30 AM 10/17/2008
FILED 11:30 AM 10/17/2008
SRV 081047015 - 4217132 FILE

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

APPLEWOOD COMMUNICATIONS CORPORATION

The undersigned, Courtlandt G. Miller, does hereby certify that he is the Chairman of the Board and President of APPLEWOOD COMMUNICATIONS CORPORATION, a corporation organized on September 8, 2006, under the original name EZTel Holdings, Inc., and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), and does further certify:

That the majority shareholders of the Corporation, acting by written consent, in lieu of meeting and filed with the minutes of the Corporation, duly adopted resolutions setting forth an Amended and Restated Certificate of Incorporation of the Corporation pursuant to Sections 228(a), 242 and 245 of the General Corporation Law of the State of Delaware, as follows:

1. **NAME.** The name of the Corporation shall be be Applewood Communications Corporation.

2. **REGISTERED AGENT.** The address of the Corporation's registered office in the State of Delaware, is 108 West 13th Street, City of Wilmington, County of New Castle, 19801. The name of the Corporation's registered agent at such address is Business Filings Incorporated.

3. **PURPOSE.** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

4. **CAPITAL STOCK.** The Corporation shall be authorized to issue 100,000 shares of capital stock, of which 95,000 shares shall be designated Common Stock, having a par value of $.01 per share, and 5,000 shares shall be designated Preferred Stock, having a par value of $.01 per share. The voting powers, designations and relative rights and preferences of the two classes of capital stock are set forth below. Except as otherwise provided by law or by the resolution or resolutions adopted by the Board of Directors designating the rights, powers, and preferences of any series of Preferred Stock, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes, and holders of Preferred Stock shall not be entitled to receive notice of any meeting of stockholders at which they are not entitled to vote.

4.1 Common Stock.

(a) Preferences, Rights and Distinctions. The Common Stock shall be without distinction as to powers, rights and preferences and as to the qualifications, limitations or restrictions thereof. Subject to the express terms of the Preferred Stock, and the powers, rights and preferences granted to the holders thereof (the Common Stock being subject

to the express terms of the Preferred Stock and any series thereof), at every annual or special meeting of stockholders of the Corporation, every holder of Common Stock shall be entitled to one vote, in person or by proxy, for each share of Common Stock standing in such holder's name on the stock transfer records of the Corporation in connection with all matters on which stockholders are generally entitled to vote.

(b) ***Dividends.*** After the requirements regarding preferential dividends on Preferred Stock, if any, have been met and after the Corporation has complied with all the requirements, if any, regarding the setting aside of sums as sinking funds or redemption or purchase accounts, and subject further to any preferential rights, if any, of the Preferred Stock, then, but not otherwise, the holders of Common Stock shall be entitled to receive such dividends, if any, as may be declared from time to time by the Board of Directors out of funds legally available therefore.

(c) ***Liquidation, Dissolution and Winding Up.*** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and of the preferential amounts, if any, to which the holders of Preferred Stock may be entitled, the holders of Common Stock shall be entitled to share ratably, in proportion to the number of shares of Common Stock held by each, in the remaining net assets of the Corporation.

(d) ***No Fractional Shares.*** The Corporation may not issue fractional shares.

4.2 ***Preferred Stock.***

(a) ***Issuance by Board Resolution; Series.*** The Board of Directors is authorized to adopt, from time to time, a resolution or resolutions providing for the issuance of one or more series of Preferred Stock, to establish the number of shares to be included in each such series, and to fix the designation, powers, privileges and relative, participating, optional or other special rights of the shares of each such series and the qualifications, limitations and restrictions thereof.

(b) ***Preferences and Rights.*** The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

(i) the designation of the series, which may be by distinguishing number, letter or title;

(ii) the number of shares of the series, which number the Board of Directors may thereafter (except where otherwise provided in a resolution of the Board of Directors providing for such series or the certificate of designations recorded with the Secretary of State of the State of Delaware relating to such series) increase or decrease (but not below the number of shares thereof then outstanding);

(iii) whether dividends will be paid, and if paid whether such

dividends will be mandatory or discretionary, the rate, terms and conditions of which dividends on the shares of the series shall be paid, whether the dividends shall be cumulative or non-cumulative, and if cumulative, from what date or dates, the form of consideration, and whether such consideration shall be paid in cash, property or capital stock of the Corporation, including additional shares of the applicable series of Preferred Stock or any other series of Preferred Stock or Common Stock, and the preferences or relation, if any, of such dividends to the dividends payable on any shares of any other series or class of the Corporation;

(iv) the price or prices (or method of determining such price or prices) at which, the form of payment of such price or prices (which may be cash, property or rights, including securities of the same or another corporation or other entity) for which, the period or periods within which, and the terms and conditions upon which the shares of such series may be redeemed, in whole or in part, at the option of the Corporation or at the option of the holder or holders thereof or upon the happening of a specified event or specified events, if any;

(v) the obligation, if any, of the Corporation to purchase or redeem shares of such series pursuant to a sinking fund or otherwise and the price or prices at which, the form of payment of such price or prices (which may be cash, property or rights, including securities of the same or another corporation or other entity) for which, the period or periods within which, and the terms and conditions upon which the shares of such series shall be redeemed or purchased, in whole or in part, pursuant to such obligation, and whether such obligation shall be effected at the option of the holder or holders thereof or at the option of the Corporation;

(vi) the amount payable out of the assets of the Corporation to the holders of shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(vii) provisions, if any, for the conversion or exchange of the shares of such series, at any time or times at the option of the holder or holders thereof or at the option of the Corporation or upon the happening of a specified event or specified events, into shares of any other class or classes or any other series of the same or any other class or classes of stock, or any other security, of the Corporation or any other corporation or other entity, and the conversion price or prices, or the rate or rates of exchange, and any adjustments thereof at which such conversion or exchange may be made, and any other terms and conditions of such conversion or exchange;

(viii) restrictions on the issuance of shares of the same series or of any other class or series, if any;

(ix) the voting rights, if any, of the holders of shares of the series, including the right to vote as a separate class or as one class with the holders of any other series of Preferred Stock or Common Stock, or both, and the right of the holders of any class or series of Preferred Stock, voting as a separate class, or as one class with any other series or class of Preferred Stock or Common Stock, to elect directors (which right may be limited to the

election of directors under certain circumstances);

(x) whether any series of Preferred Stock shall have priority over or parity with or be junior to Preferred Stock of any other series, or shall be entitled to the benefit of limitations restricting (A) the creation of indebtedness of the Corporation, (B) the issuance of shares of any other class or series having priority over or being on a parity with the shares of such series, or (C) the payment of dividends on, the making of other distributions with respect to, or the purchase or redemption of shares of any other class or series on parity or ranking junior to the Preferred Stock of any such series as to dividends or to other distributions, and the terms of any such restrictions, or any other restrictions with respect to shares of any class or series on parity with or ranking junior to Preferred Stock of such series in any respect; and

(xi) any other powers, preferences, privileges and relative, participating, optional or other special rights of such series and the qualifications, limitations or restrictions thereof, to the full extent now or hereafter permitted by law.

4.3 ***Registered Holders.*** The Corporation shall be entitled to treat the person in whose name any share of its capital stock is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall have notice thereof, except as expressly provided by applicable law.

5. BOARD OF DIRECTORS. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or this Certificate of Incorporation directed or required to be exercised or done by the stockholders.

5.1 ***Number of Directors.*** The number of directors of the Corporation (except as otherwise fixed by or pursuant to the provisions of Section 4.2(b)(ix) hereof relating to the rights of the holders of any class or series of Preferred Stock to elect additional directors under specified circumstances) shall be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the whole Board, but in no event shall be less than two nor more than seven; provided, however, no decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

5.2 ***Newly Created Directorships and Vacancies.*** Subject to the rights, if any, of any series of Preferred Stock to elect directors, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the term of the director in which the new directorship was created or the vacancy occurred and until such director's successor shall have been duly elected and qualified.

5.3 ***Removal.*** Subject to the rights, if any, of any series of Preferred Stock to elect directors under specified circumstances, any director may be removed from office by the stockholders at any annual or special meeting of stockholders by the affirmative vote of the holders of two thirds (2/3) of the voting power of all capital stock issued and outstanding and entitled to vote at such meeting or by written consent of the foregoing.

5.4 ***Election of Directors.*** Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

6. **BY-LAWS.** The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation. Any By-Laws made by the Board of Directors under the powers conferred hereby may be amended or repealed by the stockholders at any annual or special meeting of stockholders by the affirmative vote of the holders of a majority of the voting power of all capital stock issued and outstanding and entitled to vote at such meeting or by written consent of the foregoing.

7. **AMENDMENT OF CERTIFICATE OF INCORPORATION.** The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, as amended, in the manner now or hereafter prescribed by statute, and, except as set forth in Section 8, all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation, as amended, in its present form or as hereafter amended, are granted subject to the right reserved in this Section 7.

8. **LIMITED LIABILITY; INDEMNIFICATION.**

8.1 ***Elimination of Certain Liability.*** A director of the Corporation shall, to the fullest extent permitted by the Delaware General Corporation Law, not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the General Corporation Law of the State of Delaware, or (d) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware is hereby amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended. Any repeal or modification of this Section 10.1 shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

8.2 ***Right to Indemnification.*** Subject to Section 8.3, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a director or officer of the Corporation or is or was serving at the

request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes under the Employee Retirement Income Security Act of 1974, as in effect from time to time ("ERISA"), penalties and amounts to be paid in settlement) reasonably incurred or suffered by such person in connection therewith. The Corporation may, by action of its Board of Directors, provide indemnification to other employees or agents of the Corporation with the same scope and effect as the indemnification of directors and officers pursuant to this Section 8.

8.3 ***Procedure for Indemnification.*** Any indemnification under this Section 8 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment). Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding (the "Disinterested Directors"), or (b) if such a quorum of Disinterested Directors is not obtainable, or, even if obtainable, a quorum of Disinterested Directors so directs, by independent legal counsel and a written opinion, or (c) by the stockholders. The majority of Disinterested Directors may, as they deem appropriate, elect to have the Corporation indemnify any other employee, agent or other person acting for or on behalf of the Corporation.

8.4 ***Advances for Expenses.*** Costs, charges and expenses (including attorneys' fees) incurred by a director or officer of the Corporation, or such other person acting on behalf of the Corporation as determined in accordance with Section 8.3, in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer or other person to repay all amounts so advanced in the event that it shall ultimately be determined that such director, officer or other person is not entitled to be indemnified by the Corporation as authorized in this Section 8 or otherwise.

8.5 ***Right of Claimant to Bring Suit.*** If a claim under Section 8.2 or Section 8.4 is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred

in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because the claimant has met the applicable standards of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

8.6 ***Other Rights; Continuation of Right to Indemnification.*** The indemnification and advancement of expenses provided by this Section 8 shall not be deemed exclusive of any other rights to which a claimant may be entitled under any law (common or statutory), By-Law, agreement, vote of stockholders or Disinterested Directors or otherwise, both as to action in his or her official capacity and as to any action in another capacity while holding office or while employed by or acting as agent for the Corporation, and shall inure to the benefit of the estate, heirs, executors and administrators of such person. All rights to indemnification under this Section 8 shall be deemed to be a contract between the Corporation and each director and officer of the Corporation who serves or served in such capacity at any time while this Section 8 is in effect. Any repeal or modification of this Section 8 or any repeal or modification of relevant provisions of the General Corporation Law of the State of Delaware or any other applicable law shall not in any way diminish any rights to indemnification of such director, officer or the obligations of the Corporation arising hereunder with respect to any action, suit or proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such modification or repeal. For the purposes of this Section 8, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation, so that any person who is or was a director or officer of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Section 10, with respect to the resulting or surviving corporation, as such person would if such person had served the resulting or surviving corporation in the same capacity.

8.7 ***Insurance.*** The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

8.8 ***Severability.*** If any provision or provisions of this Section 8 shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Section 8 (including, without limitation, each portion of any paragraph of this Section 8 containing any such provision held to be invalid,

illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Section 8 (including, without limitation, each such portion of any paragraph of this Section 8 containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

IN WITNESS WHEREOF, Applewood Communications Corporation, a Delaware corporation, has caused this Amended and Restated Certificate of Incorporation to be signed by Courtlandt g. Miller, its Chairman of the Board and President, this 27th day of September 2008.

APPLEWOOD COMMUNICATIONS CORPORATION

By: Courtlandt G. Miller
Chairman and President

EXHIBIT 2

Certificate of Authority to Transact Business

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

APPLEWOOD COMMUNICATIONS CORPORATION, a corporation duly organized under the laws of the State of DELAWARE and issued a certificate of authority to transact business in South Carolina on March 21st, 2007, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 21st day of March, 2007

Mark Hammond

Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

EXHIBIT 3

Applicant LLC – Key Management Biographies

Applewood Communications Corporation – Key Management Biographies

Courtlandt Miller – Founder, Chairman and Chief Executive – Over 30 years experience growing companies both as a principal and as an advisor Mr. Miller has been an advisor in the communications space for the last three year and founded Applewood two years ago to acquire an operating communications business which transaction closed in November 2007. Mr. Miller is also the co-founder and a managing director of Oceana Partners LLC, a FINRA licensed broker dealer firm specializing in private and public company funding located in New York City. Between 1988 and 1995, he was Executive Vice President, General Counsel and a Director of Diagnostek, Inc., an NYSE listed, pharmacy-benefit management company. During this period, Diagnostek's revenues grew from $5 million to over $900 million and the company and its affiliates raised over $300 million in equity and debt working capital. Diagnostek was sold in 1995. Mr. Miller was a founder and currently remains a director of Ultima Health Products, Inc., the developer of the Ultima Replenisher brand of sport-beverage drink. Mr. Miller practiced corporate and securities law between 1980 and 1987 in New York City with Bachner, Tally, Polevoy & Misher. He received his law degree from Tulane University in 1980. He is licensed to practice law in the State of New York.

Barry Augustinsky – Chief Technology Officer - Over 19 years of Computer Programming / Network Administration, eight years in telecommunications billing and support. Development of billing system for telecommunication CDR rating and taxing, customer management and tracking, data verification and compliance. Heavy emphasis on programming for the Internet environment and over Local Area Networks with multi-user interface. Concentration in Visual Basic Language, SQL Programming and analysis, ASP.Net, Network Administration, Technical Support development and supervision.

Sherri Singleton – Director of Call Center – Over 10 years communications experience including all facets of customer interactivity with telcos, including customer service, provisioning, dispute resolution, including supervisory roles related thereto. Extensive experience working with employees in helping them meet their production standards, training on all telephony based products, working with our marketing partners, and establish guidelines and procedures within the call center.

Daniel Guthrie – Director of VoiP Technologies – Over 14 years in complex computer technology, including eight years in Linux, four years in PHP and MySQL programming and three years in Asterisk, SIP and VoiP. Daniel has overall responsibility for the company's residential and business VoiP offerings including the company's virtual IPBX solutions.

EXHIBIT 4

Financial Qualifications - CONFIDENTIAL

(Filed Under Seal)

EXHIBIT 5

Proposed Interexchange Tariff

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Applewood Communications Corporation, with principal offices at 424 Madison Avenue, Suite 800, New York, NY 10017. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

CONCURRING, CONNECTING OR

OTHER PARTICIPATING CARRIERS

1. Concurring Carriers – None

2. Connecting Carriers – None

3. Other Participating Carriers – None

TABLE OF CONTENTS

Page
Title Sheet....1
Concurring, Connecting or Other Participating Carriers....2
Table of Contents....3
Tariff Format....4
Symbols....5
Waiver of Rules and Regulations....5
Section 1 – Technical Terms and Abbreviations....6
Section 2 – Rules and Regulations....8
2.1 Undertaking of the Company....8
2.2 Use of Services....9
2.3 Responsibilities of the Customer....9
2.4 Cancellation or Interruption of Service....11
2.5 Credit Allowance....12
2.6 Restoration of Service....12
2.7 Deposit....12
2.8 Advance Payments....12
2.9 Payment and Billing....12
2.10 Collection Costs....13
2.11 Taxes....13
2.12 Late Charge....13
2.13 Returned Check Charge....13
2.14 Reconnection Charge....13
2.15 Credit Card Decline Charge....13
Section 3 – Description of Service....14
3.1 Computation of Charge....14
3.2 Customer Complaints and/or Billing Disputes....15
3.3 Level of Service....15
3.4 Billing Entity Conditions....16
3.5 Service Offerings....16
Section 4 – Rates....19
4.1 1+ Dialing....19
4.2 Travel Cards....19
4.3 Directory Assistance....19
4.4 Returned Check Charge....19
4.5 Credit Card Decline Charge....19
4.6 Payphone Dial Around Charge....20
4.7 Presubscribed Interexchange Carrier Charge....20
4.8 800 Service (Toll Free)....20
4.9 Prepaid Calling Cards Program....21

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)

SYMBOLS

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

(C) to signify change in regulation
(D) to signify deletion
(I) to signify a rate increase
(L) to signify material relocated in the tariff
(M) 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

WAIVER OF RULES AND REGULATIONS

Applewood Communications Corporation is classified as a competitive telecommunications company and the following statutory provisions and Commission rules have been waived with respect to the Company's provision of interexchange telecommunications services as set forth herein:

Statutes:

392.210.2	-	Uniform System of Accounts
392.240(1)	-	Just & Reasonable Rates
392.270	-	Ascertain Property Values
392.280	-	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 & notes
392.340	-	Reorganizations

Rules:
4 CSR 240-10.020 Depreciation fund income
4 CSR 240-30.040 Uniform system of accounts

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier, using neither dedicated nor 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 whenever possible.

Commission – Used throughout tariff to mean the South Carolina Public Service Commission.

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.

Company – Used throughout this tariff to mean Applewood Communications Corporation., a Delaware 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.

ORS – Office of Regulatory Staff.

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 an 800 service Customer that manages and administers records in the 800 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 South Carolina.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

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 REGULATION

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 South Carolina. 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 services 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 reference of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company 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 changes due for such service arrangement.

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, 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, lack of satellite or other transmission medium capacity; the revision, altercation 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.

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for services 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 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 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 Responsibilities of the Customer

2.3.1 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.

2.3.2 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.

2.3.3 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.

2.3.4 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.

2.3.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by the Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

2.3.6 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 certificates terminal equipment as being technically acceptable for direct 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's 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.

2.3.7 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, improper use of services, or use of equipment provided by Customer or others.

2.3.8 The Customer must pay for the loss through theft of any the Company's equipment installed at the Customer's premises.

2.3.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.3.10 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.

2.4 Cancellation or Interruption of Services

2.4.1 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 contracted services:

2.4.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

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

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

2.4.1.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.

2.4.2 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.

2.4.3 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 risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.4.4 The Customer may terminate services upon five (5) 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. Customer 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.

2.5 Credit Allowance

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

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

2.6 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.

2.7 Deposit

The Company does not require deposits unless the company feels that the customer is a potential risk for bad debt.

2.8 Advance Payments

The Company does not require advance payments.

2.9 Payment and Billing

2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.

2.9.2 The Customer is responsible for payment of all charges for service 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.

2.9.3 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such limitation period.

2.10 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 the court.

2.11 Taxes

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

2.12 Late Charges

A late fee of 1.65% will be charged to any balance that is past due more than 30 days.

2.13 Returned Check Charge

A fee of $35.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.14 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.

2.15 Credit Card Decline Fee

A fee of $25.00 will be charged for any credit card that is set up as electronic billing, which has declined and has not met the 48 hour deadline to get information updated.

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 and distance. 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 charged 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. All calls are rounded up to the next whole increment.

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 and 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.

3.2 Customer Complaints and/or Billing Disputes

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

424 Madison Avenue
Suite 800
New York, NY 10017
(877) 823-1223

Any objection to billed charges should be reported promptly to the Company. 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 over billing 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 over billed.

If Customer complaints cannot be resolved by the Company, the Customer may contact the South Carolina Public Service Commission at the following address and phone number:

South Carolina Public Service Commission
Office of Regulatory Staff
Consumer Service Division
PO Box 11263
Columbia, SC 29211
1-800-922-1531

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Responsible Organization reserves the right not to honor that Customer's request for a Responsible Organization change until such disputed 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.

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 number will appear on the Customer's bill.

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.

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.

3.5.3 800 Service (Toll-Free)

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.

3.5.3 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase the 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. 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 deleted.
When the balance is deleted, 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, 12 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 Calling Card Service do no 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 cannot be completed.

3.5.4 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. A charge applies for each call to directory assistance. A maximum of two requested telephone numbers will be processed per call to directory assistance.

3.5.5 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 provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.6 Emergency Call Handling Procedures

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

3.5.7 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.

SECTION 4 – RATES

4.1 1+ Dialing

$0.15 cents per minute for domestic US, $8.00 per minute for international, $2.00 per minute for extended US, and $2.00 for Mexico

	Initial 6 seconds	Each Additional 6 Seconds or Fraction
US Domestic Calls	$0.015	$0.015
	Initial 18 seconds	Each Additional 6 Seconds or Fraction
Extended US Calls[i]	$0.60	$0.20
	Initial 30 seconds	Each Additional 6 Seconds or Fraction
International Calls	$4.00	$0.80

	Each minute or fraction thereof
Calls terminating in Mexico	$2.00

4.2 Travel Cards

$0.099 per minute

Billed in one minute increments

4.3 Directory Assistance

$0.60

4.4 Returned Check Charge

$35.00

4.5 Credit Card Decline Charge

$25.00

4.6 Payphone Dial Around Surcharge

A dial around surcharge of $0.59 per call will be added to any completed INTRAstate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.7 Presubscribed Interexchange Carrier Charge

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills as provided below:

Residential Single Line $0.00
Residential Multi-Line $0.00 for first line and $1.50 per additional line
Business Single Line $0.00
Business Multi-Line $0.00 for first line and $2.75 per additional line

4.8 800 Service (Toll Free)

$0.15 cents per minute for domestic US, $8.00 per minute for international, $2.00 per minute for extended US, and $2.00 for Mexico

	Initial 6 seconds	Each Additional 6 Seconds or Fraction
US Domestic Calls	$0.015	$0.015
	Initial 18 seconds	Each Additional 6 Seconds or Fraction
Extended US Calls[ii]	$0.60	$0.20
	Initial 30 seconds	Each Additional 6 Seconds or Fraction
International Calls	$4.00	$0.80
Calls terminating in Mexico		Each minute or fraction thereof $2.00

A $4.95 per month number service charge may apply if the customer does not carry a long distance number with our company.

4.9 Prepaid Calling Cards Program

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	$.045	per Telecom Unit
I	$.05	per Telecom Unit
J	$.06	per Telecom Unit
K	$.07	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
DD	$.60	per Telecom Unit
EE	$.70	per Telecom Unit
FF	$.80	per Telecom Unit
GG	$.90	per Telecom Unit
HH	$.99	per Telecom Unit

[i] Extended US states are Alaska, Hawaii, and Puerto Rico

EXHIBIT 6

Proposed Notice of Filing and Hearing

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING AND HEARING

DOCKET NO. 2007-99-C

Applewood Communications Corporation ("Applicant") has filed an Application with the Public Service Commission of South Carolina ("Commission") for a Certificate of Public Convenience and Necessity to operate as a reseller of interexchange telecommunications services within the State of South Carolina. The Applicant intends to provide telecommunications services, including outbound 1+ dialing, inbound 800/888 toll-free, VoIP, travel card and prepaid calling card services throughout the State of South Carolina.

A copy of the Application is on file in the offices of the Commission, 101 Executive Center Drive, Columbia, South Carolina 29210, on the Commission's website at www.psc.sc.gov, and is available from John J. Pringle, Jr., Esquire, Ellis, Lawhorne & Sims, P.A., Post Office Box 2285, Columbia, South Carolina 29202.

PLEASE TAKE NOTICE that a hearing on the above matter has been scheduled to begin at _____, before Hearing Examiner David Butler, Esquire in the Commission's Law Library at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, **2009,** and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. ***Please refer to Docket No. 2007-99-C.***

Any person who wishes to testify and present evidence at the hearing, should notify the Docketing Department, in writing, at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, South Carolina 29211, and John J. Pringle, Jr., Esquire, at the above address, on or before _____, **2009,** and indicate the amount of time required for his presentation. ***Please refer to Docket No. 2007-99-C.***

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department, in writing, at the address below on or before _____, **2009**. ***Please refer to Docket No. 2007-99-C.***

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina
Attn: Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211

May ____ 09