STATE OF SOUTH CAROLINA)

(Caption of Case))

Application of Budget PrePay, Inc. for Designation as an Eligible Telecommunications Carrier)

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET NUMBER: 2009 - ____ - C

(Please type or print)
Submitted by: John J. Pringle, Jr.

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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

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July 8, 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 Budget PrePay, Inc. for Designation as an Eligible Telecommunications Carrier
Our File No. 1959-11654

Dear Mr. Terreni:

Enclosed is the **Application** filed on behalf of Budget Prepay, Inc. in the above-referenced matter.

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

Very truly yours,

John J. Pringle, Jr.

JJP/cr
cc: Office of Regulatory Staff (via electronic mail service)
Gordon D. Polozola, Esquire (via electronic mail service)
R. Daniel Hyde, III (via electronic mail service)
Enclosures

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2009-___-C

IN RE:	)	
	)	
Application of Budget PrePay, Inc. d/b/a Budget Phone for Designation as an Eligible Telecommunications Carrier	)))	**APPLICATION**

Budget PrePay, Inc. d/b/a Budget Phone ("Budget Phone" or the "Applicant"), pursuant to Section 214(e)(2) of the Communications Act of 1934, as amended (the "Act")[1], Sections 54.101 through 54.207 of the Rules of the Federal Communications Commission ("FCC"),[2] and S.C. Code Ann. Regs. 103-690 and other applicable rules and regulations of the South Carolina Public Service Commission (the "Commission"), hereby applies to the Commission for designation as an Eligible Telecommunications Carrier ("ETC") throughout the BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") service territory (the "Designated Service Area") for the purpose of receiving federal universal service support. A list of each wire center is attached hereto as **Exhibit 1**. The Applicant is seeking only low income support, and is not requesting high cost support. As demonstrated below, Budget Phone satisfies all of the statutory and regulatory requirements for designation as an ETC in the Designated Service Area. Furthermore, designation of Budget Phone as an ETC in the Designated Service Area will serve the public interest. Accordingly, Budget Phone respectfully requests that the Commission grant this Application.

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1 47 U.S.C. § 214(e)(2).

2 47 C.F.R. §§ 54.101-54.207.

All correspondence, communications, pleadings, notices, orders and decisions relating to this Application should be addressed to:

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With a copy to:

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I. Background

1. Budget Phone is a Louisiana Corporation authorized by the Commission to provide local exchange services per Order No. 2000-0289 issued in Docket No. 1999-512-C, and authorized to provide interexchange services per Order No. 2003-163 issued in Docket No. 2002-291-C. The principal office of the Applicant is located at 1325 Barksdale Boulevard, Bossier City, LA 71111. The telephone number of the Application is 1-888-424-5588. The Applicant's website is www.budgetphone.com.

2. Budget Phone has obtained ETC certification in Alabama, Florida, Iowa, Louisiana,

Maryland, Nebraska, Oklahoma, and Tennessee. The Applicant will provide local exchange and exchange access services in the Designated Service Area using a combination of resale and unbundled network elements ("UNE"), or UNE equivalents, obtained through agreements that allow end-to-end switching and delivery of calls.

3. As set forth in Section 214(e)(2) of the Act, the Commission "shall upon its own motion or upon request, designate a common carrier that meets the requirements of [Section 214(e)(1)] as an eligible telecommunications carrier for a service area designated by the State commission.[3] Upon designation as an ETC, the carrier shall be eligible to receive universal support in accordance with Section 254 of the Act.[4]

4. The requirements for designation as an ETC set forth in Section 214(e)(1) are that the carrier must:

> (A) offer the services that are supported by Federal universal support mechanisms under section 254(c), either using its own facilities or a combination of its own facilities and resale of another carrier's services (including the services offered by another eligible telecommunications carrier); and
> (B) advertise the availability of such services and the charges therefore using the media of general distribution.[5]

Similarly, S.C. Code Ann. Regs. 103-690, provides in relevant part that:

(a) The commission may upon its own motion or upon request, designate a common carrier that meets the requirements in this section, and the public interest standard set forth in subsection (b) of this section, as an ETC for a designated service area. ETCs shall offer services in compliance with 47 C.F.R. §54.101. Upon request and consistent with the public interest, convenience and necessity, the commission may, in the case of an area served by a rural telephone company, and shall, in the case of all other areas, designate more than one common carrier as an ETC for a service area designated by the commission. Before designating an additional ETC for an area

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3 47 U.S.C. § 214(e)(2); *see* 47 C.F.R. § 54.201(b)(FCC Rules citing the Act's requirements).

4 47 U.S.C. § 214(e)(1).

5 *Id.*

served by a rural telephone company, the commission shall find that the designation is in the public interest. On or after the effective date of this rule, in order to be designated an eligible telecommunications carrier under 47 U.S.C. § 214(e)(2) of the Federal Telecommunications Act of 1996, any common carrier in its application filed with the commission and a copy provided to the ORS must provide the following information:

(1) (A) commit to provide service throughout its proposed designated service area to all customers making a reasonable request for service. Each applicant shall certify that it will (1) provide service on a timely basis to requesting customers within the applicant's service area where the applicant's network already passes the potential customer's premises; and (2) provide service within a reasonable period of time, if the potential customer is within the applicant's licensed service area but outside its existing network coverage, if service can be provided at reasonable cost by (a) modifying or replacing the requesting customer's equipment; (b) deploying a roof-mounted antenna or other equipment; (c) adjusting the nearest cell tower; (d) adjusting network or customer facilities; (e) reselling services from another carrier's facilities to provide service; or (f) employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar equipment. . . . .

(C) for carriers seeking certification in areas not eligible for High Cost Support from the USF, but seeking ETC designation for the purpose of participation in the Lifeline and Link Up programs, the following shall apply in lieu of paragraph (B) above: shall submit a two-year plan that describes the carrier's plans for advertising and outreach programs for identifying, qualifying, and enrolling eligible participants in the Lifeline and Link Up programs. All other provisions of this subsection shall apply.

(2) demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, its ability to reroute traffic around damaged facilities, and its capability of managing traffic spikes resulting from emergency situations. The commission shall determine on a case-by-case basis whether a carrier has demonstrated its ability to remain functional in emergency situations.

(3) demonstrate that it will satisfy applicable consumer protection and service quality standards. A commitment by wireless applicants to comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service will satisfy this requirement. Other commitments will be considered on a case-by-case basis.

(4) demonstrate that it offers a local usage plan comparable to the one offered by the incumbent LEC in the service areas for which it seeks designation.

(5) certify by affidavit signed by an officer of the company that the carrier acknowledges that the Federal Communications Commission may require it to provide equal access to long distance carriers in the event that no other eligible telecommunications carrier is providing equal access within the service area.

(6) certify by affidavit signed by an officer of the company that it does offer or will offer the services that are supported by the federal universal service support mechanisms by using its own facilities or a combination of its own facilities and resale of another carrier's services.

(7) certify by affidavit signed by an officer of the company that it does or will advertise in a media of general distribution the availability of such services, including lifeline services and the applicable charges.

(b) Public Interest Standard. Prior to designating an eligible telecommunications carrier pursuant to 47 U.S.C. § 214(e)(2), the commission must determine that such designation is in the public interest. In doing so, the commission shall consider, *inter alia*, the benefits of increased consumer choice, and the unique advantages and disadvantages of the applicant's service offering.

II. Budget Satisfies the Requirements for Designation as an ETC to Serve the Designated Service Area

4. Budget is a common carrier as that term is defined in the Act.[6] The Applicant provides competitive local telecommunications services in the Designated Service Area pursuant to Order No. 2000-289 issued in Docket No. 1999-512-C referenced above.

5. Budget will offer all of the supported services enumerated under Section 254 (c) using facilities obtained as UNEs, or the equivalents thereof. According to FCC Rules, facilities obtained as UNEs satisfy the requirement that an ETC provide the supported services using either its own facilities or a combination of its own facilities and resale of another carrier's services.[7] Accordingly, the Applicant satisfies the requirement set forth in Section 214(e)(1)(A).

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6 *See* 47 U.S.C. § 153(10) ("the term 'common carrier' or 'carrier' means any person engaged as a common carrier for hire, in interstate of foreign communication by wire or radio or in interstate or foreign radio transmission of energy ....").

7 Section 54.201(f) of the FCC's Rules states, "[f]or the purposes of this section, the term 'own facilities' includes, but is not limited to, facilities obtained as unbundled network elements pursuant to Part 51 of this chapter, provided that such facilities meet the definition of the term 'facilities' under this subpart." 47 C.F.R. § 54.201(f). The term "facilities" under Section 54.201 is defined as "any physical components of the telecommunications network that are used in the transmission or routing of the services that are designated for support pursuant to subpart B of this part." 47 C.F.R. § 54.201(e). Applicant's use of the UNEs, including § 251 loops, or equivalents thereof, commingled with § 271 elements provided pursuant to an agreement filed with the Commission pursuant to § 252, meets this definition of "facilities."

6. The services that are supported by Federal universal support mechanisms under section 254 (c) are enumerated in the rules of the Federal Communications Commission ("FCC") at 47 C.F.R. § 54.101(a)(1)-(9). These services are:

a) Voice grade access to the public switched network. "Voice grade access" is defined as a functionality that enables a user of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal indicating that there is an incoming call. For the purposes of this part, bandwidth for voice grade access should be, at a minimum, 300 to 3,000 Hertz. Applicant meets this requirement by providing voice-grade access to the public switched telephone network. Through its agreements with AT&T, all customers of Applicant are able to make and receive calls on the public switched telephone network within the specified bandwidth.

b) Local usage. "Local usage" means an amount of minutes of use of exchange services, prescribed by the FCC, provided free of charge to end users. Applicant includes specified quantities of usage in its rate plans and thereby complies with the requirement. It is important to note, that currently, there is no specific rule that requires an ETC to include any particular amount of local usage;

c) Dual tone multi-frequency signaling or its functional equivalent. "Dual tone multi-frequency" (DTMF) is a method of signaling that facilitates the transportation of signaling through the network, shortening call set-up time. Through its agreements with AT&T, Applicant provides DTMF signaling to its customers,

which is the equivalent of that offered by the incumbent LECs to its customers;

d) Single-party service or its functional equivalent. "Single-party service" is telecommunications service that permits users to have exclusive use of a wireline subscriber loop over access line for each call placed, or, in the case of wireless telecommunications carriers, which use spectrum shared amount users to provide service, a dedicated message path for the length of a user's particular transmission. Applicant meets the requirement of single party service by providing a dedicated message path for the length of all customer calls;

e) Access to emergency services. "Access to emergency services" includes access to services, such as 911 and enhanced 911, provided by local governments or other public safety organizations. 911 is defined as a service that permits a telecommunications user by dialing the three-digit code "911," to call emergency services through a Public Service Access Point (PSAP) operated by the local government. "Enhanced 911" is defined as 911 service that includes the ability to provide automatic numbering information (ANI), which enables the PSAP to call back if the call is disconnected, and automatic location information (ALI), which permits emergency service providers to identify the geographic location of the calling party. "Access to emergency services" includes access to 911 and enhanced 911 services to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems. Through its agreements with AT&T, Applicant currently provides its subscribers access to 911 emergency services, and also provides Enhanced 911 services including Phase I and Phase II E911 services

where requested by local public safety authorities ready to receive the information and where the local exchange carrier supports such services;

f) Access to operator services. "Access to operator services" is defined as access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call. Operator services are offered by Applicant;

g) Access to interexchange service. "Access to interexchange service" is defined as the use of the loop, as well as that portion of the switch that is paid for by the end user, or the functional equivalent of these network elements in the case of a wireless carrier, necessary to access an interexchange carrier's network. Applicant provides long distance access to its customers;

h) Access to directory assistance. "Access to directory assistance" is defined as access to a service that includes, but is not limited to, making available to customers, upon request, information contained in directory listings. Applicant provides access to directory assistance to its customers; and

i) Toll limitation for qualifying low-income consumers. Toll limitation for qualifying low-income consumers is linked to participation in the Lifeline program, which Applicant will participate in and offer upon designation as an ETC. Applicant will use the appropriate toll limitation technology to provide this required service at no additional charge to Lifeline customers.

7. Upon designation as an ETC, Budget will participate in, and offer LifeLine and Link-Up programs to qualifying low-income consumers and publicize the availability of Lifeline and Link-Up services in a manner reasonably designed to reach those likely to qualify for those services,

as required by FCC Rules.[8] The FCC has concluded that even pure resellers may qualify as an ETC and properly use universal service support for the purposes for which it was intended by offering reduced price Lifeline service.[9]

8. Budget will advertise the availability of the above-referenced services and the charges for those services in the Designated Service area using media of general distribution, as required by FCC Rules.[10]

III. Area for Which ETC Designation is Requested

9. Budget has served and will continue to serve the exchanges where it leases UNEs or resells the services of the non-rural telephone companies in the Designated Service Area. Budget does not seek designation as an ETC in any areas served by rural telephone companies.

IV. Granting Budget's Application Will Serve the Public Interest

10. Congress requires that the Commission grant competitive ETC applications in non-rural areas.[11] No specific public interest test is mentioned, as is the case for areas served by rural telephone companies.[12] Thus, the Act provides that the Commission "shall" designate Budget as an ETC upon finding that the company meets the nine-point list of services and that it agrees to advertise the supported services throughout the Designated Service Area. Notwithstanding, the designation of Budget as an ETC will serve the public interest.

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8 *See* 47 C.F.R. §§ 54.401-54.417; 54.405(b) & 54.411(d).

9 *See Federal-State Joint Board on Universal Service, Petition of Tracfone Wireless, Inc.* 20 FCC Rcd 15095 (2005) (finding that because Lifeline support is customer-specific and is directly reflected in the price that the eligible customer pays, it is impossible for any carrier to receive a double recovery of the support).

10 *See* 47 C.F.R. §§ 54.201(d)(2).

11 *See* 47 U.S.C. 214(e)(2)

12 *See Id.*

11. A central purpose of the Telecommunication Act of 1996 was to "promote competition and reduce regulation ... [thereby securing] lower prices and higher quality services.[13]

12. Budget will announce and advertise telecommunications services as an ETC where it provides service in its Designated Service Area in South Carolina and will publicize the availability of Lifeline and Link-Up services in a manner reasonably designed to reach those likely to qualify for those services. Accordingly, more low-income South Carolina residents will be made aware of the opportunities afforded to them under the Lifeline and Link-Up programs and will be able to take advantage of those opportunities by subscribing to Budget's service.

13. Budget will provide universal service as an ETC in all of its Designated Service Area.

14. Budget is willing to accept carrier of last resort obligations throughout the universal service areas in which Budget is designated as an ETC by the Commission.

15. Budget is aware that it may week USF funding only with respect to those customers that it serves through the use of its own facilities (including unbundled network elements or equivalent facilities).

16. Budget will provide equal access to interexchange service.

17. Under FCC guidelines, an ETC Applicant must submit a five-year plan that describes with specificity proposed improvements or upgrades to the applicant's network on a wire center-by-center basis throughout its proposed Designated Service Area. The only circumstance warranting deviation from this requirement is where an applicant's requested ETC serving territory would qualify it to receive no "high cost" USF support, but only "low income" USF support. Because Budget seeks ETC designation solely for purposes of reimbursement for provision of subsidized Lifeline and Link-Up services to eligible customers, submission of a Five-Year Network

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13 The Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, 56 (1996).

Improvement Plan is not required at this time. Since Lifeline support is designed to reduce the monthly cost of telecommunications services for eligible consumers, and is distributed on a per-customer basis and is directly reflected in the price that the eligible customer pays, it is assured that all support received by the carrier is used to provide Lifeline services to consumers, thus promoting Lifeline and the availability of telephone service to low income users, which is clearly in the public interest.

18. Applicant offers a local usage plan which includes unlimited local calling as set forth in its tariff, comparable to the one offered by AT&T in the Designed Service Area.

19. Under FCC guidelines, an ETC Applicant must demonstrate that it will satisfy applicable consumer protection and service quality standards. 47 CFR §54.202(a)(3); *see In the Matter of Federal-State Joint Board on Universal Service,* Report and Order, CC Dkt. No. 96-45, 20 FCC Rcd 6371, para. 28 (2005) (FCC ETC Order). As part of its certification requirements for providing local exchange services, Applicant will abide and satisfy all such service quality and consumer protection rules under 103-690 C(a)(1)(C)(3), including filing quality of service reports with the Commission. In addition, Applicant commits to reporting information on consumer complaints per 1,000 lines on an annual basis consistent with the FCC ETC Order. Applicant in general commits to stratifying all such applicable state and federal requirements related to consumer protection and service quality standards.

20. Under FCC guidelines, an ETC Applicant must demonstrate its ability to remain functional in emergency situations. 47 CFR §54.202(a)(2); *see* FCC ETC Order at para. 25.

Applicant provides to its customers the same ability to remain functional in emergency situations as currently provided by AT&T to its own customers, including access to a reasonable

amount of back-up power, rerouting of traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations.

21. Under FCC guidelines, an ETC Applicant must commit to provide service throughout its proposed designated service area to all customers making a reasonable request for service. FCC ETC Order at Para 22; 47 CFR §54.202(a)(1)(i). Applicant commits to provide service throughout its proposed ETC-designated service area to all customers making a reasonable request for service.

22. By this Application, Applicant hereby asserts its willingness and ability to comply with all the rules and regulations that the Commission may lawfully impose upon Applicant's provision of service contemplated by this application.

Applicant has requested ETC designation in wire centers located throughout the service are of AT&T, a non-rural carrier. Additionally, Applicant has limited its requested USF support to the federal USF low income support program. Applicant certifies that all low income USF funding it receives will be used to provide a credit to its Lifeline and Link-up eligible customers, consistent with 47 CFR 54.403.

Applicant agrees to include in its quarterly Service Quality Report the number and justification of applications held for more than 30 days and the number and justification of applications that were denied. Budget will only seek direct low income support from the Federal Universal Service Fund for those lines provided through the use of its own facilities or through a combination of its own facilities and the leased facilities of another carrier. Applicant also agrees to report quarterly the percentage of consumers offered Lifeline via resale versus commercial agreements.

Applicant agrees to utilize the same qualifying criteria for Lifeline and Link-up as is offered

in the AT&T territory (eligibility for TANF, Food Stamps, and Medicaid).

Applicant agrees to provide Lifeline customers an additional $3.50 credit in order that the federal matching monies can be maximized. This will yield a Lifeline credit of $13.50 per month which is consistent with the credit offered throughout the AT&T service area.

Applicant agrees that it will abide by all advertising and reporting and verification requirements established by the FCC and Commission.

Should Applicant seek designation as an ETC for high cost support, Applicant will file an additional and separate application with the Commission that addresses all applicable state and federal laws, rules and regulations, including, but not limited to, an appropriate build-out plan that includes the use of its own facilities in additional to those obtained through commercial agreements to provide services to un-served areas.

The Applicant's two-year plan that describes the carrier's plans for advertising and outreach programs for identifying, qualifying and enrolling eligible participants in the Lifeline and Link-up programs is attached as **Exhibit 2**. The Applicant's lifeline tariff revisions are attached hereto as **Exhibit 3**.

Applicant shall comply with all applicable state and federal laws, rules, and regulations regarding ETC designation and reporting requirements.

Application's certification to comply with 26 S.C. Code Regs. 103-690 is attached as **Exhibit 4.**

23. Upon Commission request, Applicant is prepared to answer questions or present additional testimony or other evidence about its services within the state.

V. Relief Requested

For the foregoing reasons, Budget respectfully requests that the Commission grant its application and designate the Applicant as an ETC for the Designated Service Area.

Respectfully submitted,

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Attorneys for Budget PrePay, Inc.

Columbia, South Carolina
July 8, 2009

Exhibit 1

Ratecenter	CLLI
NO AUGUSTA	NAGSSCMA27E
	CHRLNCCA1CD
	CHRLNCCA1CD
	CHRLNCCA1CD
BEECH IS	NAGSSCMA27E
COLUMBIA	CLMASCBQRS1
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCSA77E
CLOVER	CLVRSCESRS1
BARNWELL	BRWLSCBERS1
COLUMBIA	CLMASCSN79F
GRANITEVL	GIVLSCMARS1
BAMBERG	BMBRSCMARS1
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
SRNGFLSLLY	SPFDSCMARS1
BARNWELL	BRWLSCBERS1
COLUMBIA	CLMASCCH78E
ORANGEBURG	ORBGSCMA53E
JOHNSTON	JHTNSCMARS1
NEWBERRY	NWBYSCMA27E
NO AUGUSTA	NAGSSCMA27E
NO AUGUSTA	NAGSSCMA27E
BLACKVILLE	BAVLSCMARS1
COLUMBIA	CLMASCSN79F
CHPNLTLMTS	CHAPSCCLRS1
CHPNLTLMTS	CHAPSCCLRS1
CHPNLTLMTS	CHAPSCCLRS1
BEECH IS	BHISSCMARS1
COLUMBIA	CLMASCSN79F
NEWBERRY	NWBYSCMA27E
COLUMBIA	CLMASCAR75E
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN25E
CHPNLTLMTS	CHAPSCCLRS1
EASTOVER	EOVRSCMARS1
COLUMBIA	CLMASCSA773
AIKEN	AIKNSCMAXMD
PROSPERITY	PRSRSCMARS1
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCCH78E
ORANGEBURG	ORBGSCMA53E
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F

NEWBERRY	NWBYSCMA27E
COLUMBIA	CLMASCDF78E
CAMDEN	CMDNSCLGRS1
COLUMBIA	CLMASCCH78E
CAMDEN	CMDNSCMA43F
CAMDEN	CMDNSCMA43F
CAMDEN	CMDNSCMA43F
COLUMBIA	CLMASCSN79F
CAMDEN	CMDNSCLGRS1
NO AUGUSTA	NAGSSCMA27E
NO AUGUSTA	NAGSSCMA27E
COLUMBIA	CLMASCCH78E
COLUMBIA	CLMASCBQRS1
COLUMBIA	CLMASCBQRS1
COLUMBIA	CLMASCBQRS1
AIKEN	AIKNSCMA64E
NO AUGUSTA	NAGSSCMA27E
ORANGEBURG	ORBGSCMA53E
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COLUMBIA	CLMASCSN60T
BEECH IS	NAGSSCMA27E
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CHPNLTLMTS	CHAPSCCLRS1
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COLUMBIA	CLMASCSN79F
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BATH	BATHSCMARS1
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COLUMBIA	CLMASCSA77E
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YORK	YORKSCMA68F
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AIKEN	AIKNSCMA64E

COLUMBIA	CLMASCSH77E
AIKEN	AIKNSCMA64E
AIKEN	AIKNSCMA64E
NEWELLENTN	NWELSCMARS1
GRANITEVL	GIVLSCMARS1
YORK	YORKSCMA68F
COLUMBIA	CLMASCAR75E
WHITMIRE	WHTMSCMARS1
COLUMBIA	CLMASCSH77E
COLUMBIA	CLMASCCH78E
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LAKE WYLIE	LKWLSCRSRS1
LAKE WYLIE	LKWLSCRSRS1
LAKE WYLIE	LKWLSCRSRS1
LAKE WYLIE	LKWLSCRSRS1
LAKE WYLIE	LKWLSCRSRS1
LAKE WYLIE	LKWLSCRSRS1
DENMARK	DNMKSCESRS1
CAMDEN	CMDNSCMA43F
COLUMBIA	CLMASCAR75E
BEECH IS	NAGSSCMA27E
COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCDF78E
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCAR75E
COLUMBIA	CLMASCCH78E
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSU78E
COLUMBIA	CLMASCSW79E
COLUMBIA	CLMASCPARS1
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSU78E
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCDF78E
COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCAR75E
COLUMBIA	CLMASCSCRS1
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCCH78E
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCSH77E
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCDF78E
COLUMBIA	CLMASCSU78E
COLUMBIA	CLMASCSH77E
COLUMBIA	CLMASCAR75E
COLUMBIA	CLMASCSU78E
COLUMBIA	CLMASCCH78E

COLUMBIA	CLMASCSU78E
COLUMBIA	CLMASCSW79E
DENMARK	DNMKSCESRS1
COLUMBIA	CLMASCSW79E
COLUMBIA	CLMASCSW79E
COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
CLOVER	CLVRSCESRS1
NO AUGUSTA	NAGSSCMA27E
COLUMBIA	WCLMSCMARS1
BEECH IS	BHISSCMARS1
LAKE WYLIE	LKWLSCRSRS1
COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCSA77E
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COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCCH78E
BEECH IS	BHISSCMARS1
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COLUMBIA	CLMASCCH78E
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COLUMBIA	CLMASCCH78E
COLUMBIA	CLMASCCH78E
COLUMBIA	CLMASCCH78E
COLUMBIA	CLMASCCH78E
COLUMBIA	CLMASCSA77E
COLUMBIA	CLMASCSN79F
	CHRLNCCA1CD
HICKORYGRV	HCGVSCMARS1
COLUMBIA	CLMASCSW79E
SHARON	SHRNSCMARS1
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCSN79F
CHPNLTLMTS	CHAPSCCLRS1
COLUMBIA	CLMASCSN79F
COLUMBIA	CLMASCBQRS1
COLUMBIA	CLMASCSW79E

COLUMBIA	CLMASCSW79E
CHPNLTLMTN	CHAPSCCLRS1
BEECH IS	NAGSSCMA27E
COLUMBIA	CLMASCSCRS2
	NOCLLIKNOWN
MILL CREEK	GSTANCSO85G
	CHRLNCCA1CD
COLUMBIA	CLMASCSN25E
COLUMBIA	CLMASCSN79F
	CHRLNCCA1CD
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCLB55E
FLORENCE	FLRNSCMA66F
MTPLEASANT	MNPLSCES88F
CHARLESTON	CHTNSCNO74F
CHARLESTON	SBRKSCSKRS1
ROWLAND	RWLDNCMARS0
NEWTONVL	GBSNNCMARS0
MARION	MARNSCMA42E
FLORENCE	FLRNSCMA66F
CHARLESTON	CHTNSCNO74F
FLORENCE	FLRNSCMA66F
CHERAW	CHRWSCES53E
CHARLESTON	NCHRSCHY00W
CHARLESTON	NCHRSCHY00W
HARTSVILLE	HTVLSCMA33E
HARTSVILLE	HTVLSCMA33E
TIMMONSVL	TMVLSCMARS1
MARION	MARNSCBNRS1
MTPLEASANT	MNPLSCES88F
MTPLEASANT	MNPLSCES88F
MTPLEASANT	MNPLSCES88F
SOCIETY HL	SCHLSCESRS1
HARTSVILLE	HTVLSCMA33E
MTPLEASANT	MNPLSCES88F
DARLINGTON	DRTNSCMA39F
DARLINGTON	DRTNSCMA39F
DARLINGTON	DRTNSCMA39F
CHARLESTON	CHTNSCWA55E
CHARLESTON	CHTNSCBE5MD
CHARLESTON	CHTNSCJM79E
FLORENCE	FLRNSCMA66F
MARION	MARNSCMA42E
MARION	MARNSCMA42E
BENNETTSVL	BEVLSCMA47E
MULLINS	MLNSSCWP46E
BENNETTSVL	BEVLSCMA47E
SUMMERVL	SUVLSCMA87E
FLORENCE	FLRNSCMA66F
CHARLESTON	CHTNSCDT72E
MCCOLL	MCCLSCMARS1
NICHOLS	MLNSSCWP46E

BLENHEIM	BLNHSCMARS1
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCDT72E
CHERAW	CHRWSCES53E
CHARLESTON	CHTNSCLB55E
CHARLESTON	CHTNSCDP82E
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHRLNCCA1CD
CHARLESTON	CHTNSCWA55E
CHARLESTON	CHTNSCJN55E
CHARLESTON	CHTNSCJN55E
ST GEORGE	STGRSCMARS1
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCDP82E
CHARLESTON	CHTNSCWA55E
CHARLESTON	CHTNSCDP82E
CHARLESTON	CHTNSCWA55E
CHARLESTON	CHTNSCDP82E
CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCDT72E
CLIO	CLIOSCMARS1
FOLLYBEACH	FLBHSCMARS1
MTPLEASANT	MNPLSCES88F
MTPLEASANT	MNPLSCES88F
FLORENCE	FLRNSCMA66F
ST GEORGE	STGRSCMARS1
MTPLEASANT	MNPLSCES88F
MTPLEASANT	MNPLSCES88F
MTPLEASANT	MNPLSCES88F
FLORENCE	FLRNSCMA66F
FLORENCE	FLRNSCMA66F
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FLORENCE	FLRNSCMA66F
SUMMERVL	SUVLSCMA87E
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CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCDT72E
FLORENCE	FLRNSCMA66F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F

CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
LATTA	LATTSCLSRS1
LAKE VIEW	LKVWSCMARS1
CHARLESTON	CHTNSCLB55E
CHARLESTON	CHTNSCJM79E
CHARLESTON	CHTNSCWA85E
CHARLESTON	CHTNSCDP82E
CHARLESTON	CHTNSCWA85E
CHARLESTON	CHTNSCLB55E
CHARLESTON	SBRKSCSKRS1
CHARLESTON	CHTNSCWA55E
DILLON	DLLNSCMA77E
FLORENCE	FLRNSCMA66F
CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
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CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCNO74F
CHARLESTON	CHTNSCJM79E
CHARLESTON	CHTNSCDP82E
CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCDP82E
CHARLESTON	CHTNSCDP82E
SUMMERVL	SUVLSCMA87E
CHARLESTON	CHTNSCDP82E
SUMMERVL	SUVLSCMA87E
DILLON	DLLNSCMA77E
CHARLESTON	CHTNSCDP82E
CHARLESTON	CHTNSCDP82E
CHARLESTON	CHTNSCDP82E
CHARLESTON	CHTNSCDP82E
MTPLEASANT	MNPLSCES88F
SUMMERVL	SUVLSCMA87E
CHARLESTON	CHTNSCWA55E
CHARLESTON	CHTNSCDT72E
MTPLEASANT	MNPLSCES88F
HARTSVILLE	HTVLSCMA33E
CHARLESTON	CHTNSCDP82E
CHARLESTON	SBRKSCSKRS1
EDISTO IS	EDBHSCMARS1
SUMMERVL	SUVLSCMA87E
SUMMERVL	SUVLSCMA87E
SUMMERVL	SUVLSCMA87E

CHARLESTON	CHTNSCDT72E
MTPLEASANT	MNPLSCES88F
SULLIVNSIS	ISPLSCISRS1
MTPLEASANT	MNPLSCES88F
ISLE PALMS	ISPLSCISRS1
CHERAW	CHRWSCES53E
CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCLB55E
CHARLESTON	CHTNSCDT72E
MTPLEASANT	MNPLSCES88F
CHARLESTON	CHTNSCDT72E
CHARLESTON	CHTNSCNO74F
FLORENCE	FLRNSCMA66F
GAFFNEY	GFNYSCMA48F
GREENVILLE	GNVLSCWR28F
SPARTANBG	SPBGSCMA57E
GREENVILLE	GNVLSCWE26E
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCCR27E
SPARTANBG	SPBGSCMA57E
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCWPRS1
GREENVILLE	GNVLSCCH24E
GREENVILLE	GNVLSCBE24E
GREENVILLE	GNVLSCDT23F
SPARTANBG	SPBGSCMA57E
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCDT23F
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
GREENVILLE	GNVLSCCH24E
GREENVILLE	GNVLSCWE26E
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCCR27E
SPARTANBG	SPBGSCMA57E
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCWR28F

GREENVILLE	GNVLSCWR28F
ANDERSON	ARSNSCTVRS1
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCWR28F
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GREENVILLE	GNVLSCBE24E
GREENVILLE	GNVLSCWE26E
ANDERSON	ARSNSCAHRS1
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCCR27E
EASLEY	ESLYSCMA85E
GREENVILLE	GNVLSCCH24E
GREENVILLE	GNVLSCWR28F
ANDERSON	ARSNSCMA22F
BELTON	BETNSCMA33E
SPARTANBG	SPBGSCMA57E
GREENVILLE	GNVLSCDT23F
HONEA PATH	HNPHSCMARS1
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCBE24E
GREENVILLE	GNVLSCWR28F
ANDERSON	ARSNSCMA22F
PENDLETON	PNTNSCMARS1
FOUNTANINN	FNINSCES86F
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCCR27E
UNION	UNINSCMA42E
UNION	UNINSCMA42E
LYMAN	LYMNSCIP433
LYMAN	LYMNSCES43E
EASLEY	ESLYSCMA85E
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCWR28F
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GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCDT23F
GREENVILLE	GNVLSCWR28F
COWPENS	CWPNSCMARS1
UNION	UNINSCMA42E
GREENVILLE	GNVLSCDT23F
PACOLET	PCLTSCMARS1
LYMAN	LYMNSCIP433

GAFFNEY	GFNYSCMA48F
GAFFNEY	GFNYSCMA48F
GAFFNEY	GFNYSCMA48F
SPARTANBG	SPBGSCHW50E
CENTRAL	CENTSCWSRS1
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
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ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
ANDERSON	ARSNSCMA22F
SPARTANBG	SPBGSCMA57E
SPARTANBG	SPBGSCCV57E
SPARTANBG	SPBGSCMA57E
GREENVILLE	GNVLSCDT23F
	CHRLNCCA1CD
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SPARTANBG	SPBGSCMA57E
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GREENVILLE	GNVLSCWE26E
GREENVILLE	GNVLSCCH24E
TRAVESREST	TRRSSCMARS1
CLEMSON	CLSNSCMA65E
GREENVILLE	GNVLSCWR28F
WALHALLA	WLHLSCESRS1
CENTRAL	CENTSCWSRS1
PENDLETON	PNTNSCMARS1
WESTMINSTR	WMNSSCESRS1
CLEMSON	CLSNSCMA65E

CLEMSON	CLSNSCMA65E
CLEMSON	CLSNSCMA65E
CLEMSON	CLSNSCMA65E
JONESVILLE	JNVLSCMARS1
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCWR28F
JOANNA	JONNSCESRS1
	CHRLNCCA1CD
ANDERSON	ARSNSCMA22F
WALHALLA	WLHLSCESRS1
GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCWR28F
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GREENVILLE	GNVLSCWR28F
GREENVILLE	GNVLSCWR28F
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GREENVILLE	GNVLSCWR28F
GREER	GRERSCMA87F
SPARTANBG	SPBGSCBS57E
CLINTON	CLTNSCMA83E
TRAVESREST	TRRSSCMARS1
TRAVESREST	MRTTSCMARS1
BLACKSBURG	BLBGSCMARS1
LIBERTY	LBRTSCMA84E
PIEDMONT	PDMTSCESRS1
WILLIAMSTN	WMTNSCPW84F
GREER	GRERSCMA87F
EASLEY	ESLYSCMA85E
EASLEY	ESLYSCMA85E
CLEMSON	CLSNSCMA65E
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SENECA	SENCSCMA88E
SENECA	SENCSCMA88E
SENECA	SENCSCMA88E
SENECA	SENCSCMA88E
GREER	GRERSCMA87F
PICKENS	PCKNSCES87E
GREER	GRERSCMA87F
SENECA	SENCSCMA88E

SENECA	SENCSCMA88E
SENECA	SENCSCMA88E
SENECA	SENCSCMA88E
BLUE RIDGE	BLRGSCMARS1
PICKENS	PCKNSCES87E
GAFFNEY	GFNYSCMA48F
ANTIOCH	GRVRNCMARS0
CLINTON	CLTNSCMA83E
SALEM	SALMSCMARS1
PELZER	WMTNSCPW84F
SPARTANBG	SPBGSCMA57E
LYMAN	LYMNSCES43E
ANDERSON	ARSNSCMA22F
GREER	GRERSCMA87F
SENECA	TKNASCSTRS1
SENECA	TKNASCSTRS1
GREENVILLE	GNVLSCDT23F
BLUE RIDGE	BLRGSCMARS1
SENECA	SENCSCMA88E
GREENVILLE	GNVLSCWR28F
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Exhibit 2

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SUMMARY

Budget Phone will publicize the availability of Lifeline and Link Up service in a manner designed to reach those likely to qualify for the service. The following is a two-year plan that describes Budget Phone's plans for advertising and implementing a program for identifying, qualifying and enrolling eligible participants in the Lifeline and Link Up programs.

BACKGROUND

Budget Phone currently offers nationwide prepaid home phone service in 46 states, including South Carolina. The corporate office, located in Bossier City, Louisiana, houses one of the most sophisticated Customer Care Centers in the country. Budget Phone's agent distribution and payment center network is an integral part of its unique service as these agents operate in locations where low-income and credit impaired customers conduct business. Budget Phone offers superior products at competitive prices.

ADVERTISING PLAN

The following advertising plan is designed to inform existing and new customers not only of the availability of Lifeline and Link Up programs, but also of the savings that eligible customers can anticipate. The plan will also educate customers of the eligibility requirements for participation in the Lifeline and Link Up programs.

I. EXISTING CUSTOMERS

A. In-Store Marketing

Budget Phone will design, print and distribute the following marketing materials to attract qualifying customers to Budget Phone agent locations such as rent-to-own centers, check cashers, wire transfer centers, convenient stores or grocery stores:

- Posters
- Banners
- Handbills

We will complete distribution of materials to existing agents in the first three months of the campaign. This marketing effort will be an ongoing effort as new agents are added in the State of South Carolina.

B. Direct/Agent Channel Marketing

Budget Phone will directly inform the agent channel of Lifeline and Link Up availability through the following marketing initiatives:

- Informational Letters/Email alerts
- Online Updates via CAMS (Customer & Agent Management System)
- Outbound phone calling (Agent Services)
- Face-to-Face contact (Sales Representatives)

C. Direct Mail Marketing

1. Bill Stuffers

   Budget Phone will design, print and distribute bill stuffers to sell and promote the Lifeline and Link Up programs. The bill stuffer implementation period will take approximately three months.

2. Win Back Campaign

   Budget Phone will design direct mail pieces promoting the Lifeline and Link Up programs and distribute to recently disconnected customers. Win Back mailers will go out to customers once a quarter for the next 24 months.

II. NEW CUSTOMERS

A. Direct Mail Campaign

Budget Phone will design and print direct mail pieces promoting the Lifeline and Link Up programs and distribute to potential eligible customers in the State of South Carolina. These mailers will be dropped to approximately 20,000 low income customers each month for 18 months.

B. Print Media

1. Ad Slicks

   Budget Phone will design, print and distribute ad slicks promoting Lifeline and Link Up to all agents in the State of South Carolina and encourage advertising placement in their local publication.

2. American Classifieds & Thrifty Nickel

   Budget Phone will advertise the availability of Lifeline and Link Up through publications such as American Classifieds and Thrifty Nickel. These publications are available without cost or subscription requirements and are widely distributed throughout the State of South Carolina. Ads will be sent to rotating markets once a quarter for the next 24 months.

C. Direct/Agent Channel Marketing

Budget Phone will directly inform the agent channel of Lifeline and Link Up availability through the following marketing initiatives:

- Informational Letters/Email alerts
- Online Updates via CAMS (Customer & Agent Management System)
- Outbound phone calling (Agent Services)
- Face to Face contact (Sales Representatives)

D. Governmental Agencies

Budget Phone will announce the benefits of Lifeline and Link Up to governmental agencies through online press releases. They will instruct the agencies to distribute the information to their constituents through newsletters and other communication efforts.

III. QUALIFICATION AND ENROLLMENT

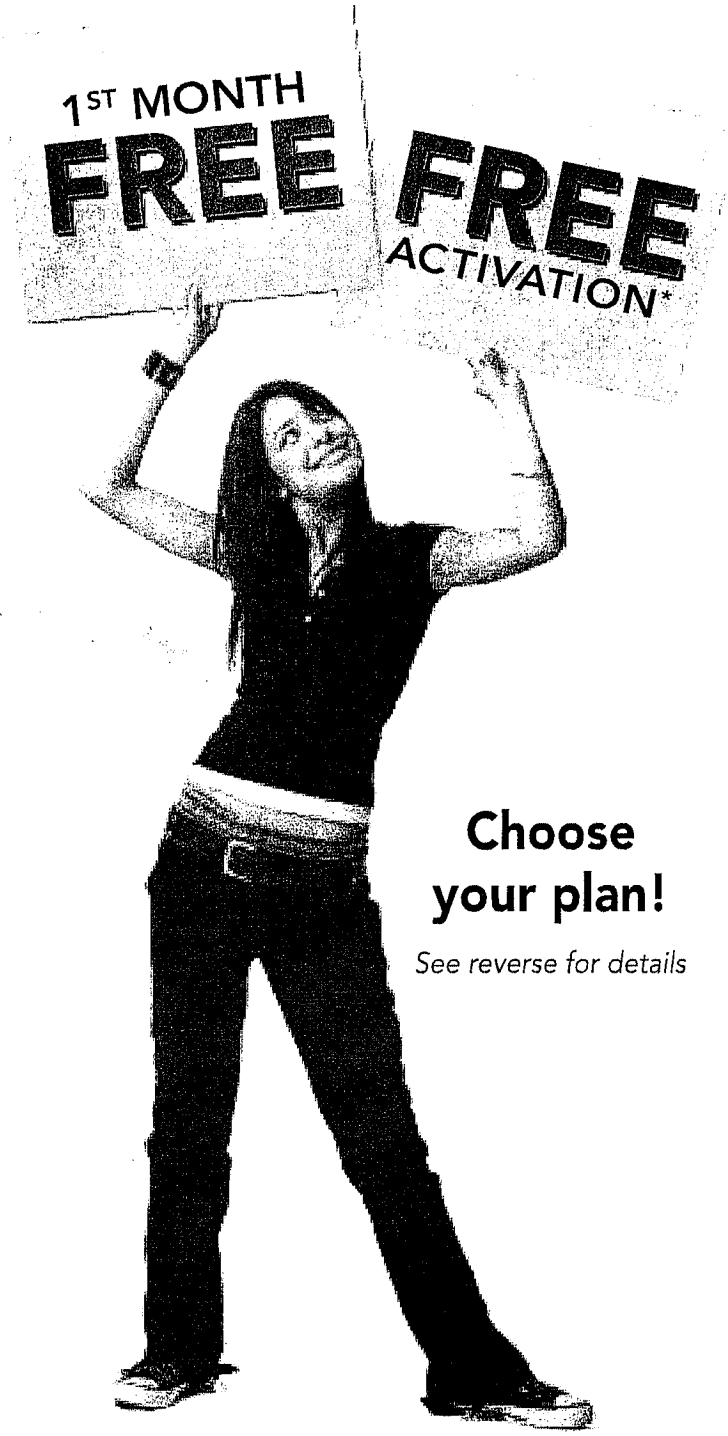
Lifeline and Link Up are programs that provide discounts to eligible low income customers to help them establish and maintain telephone service.

Customers are eligible for Lifeline and Link Up support if they participate in one of the following state approved needs-based programs:

- Food Stamps
- Medicaid
- Family Independence (TANF)

Customers will have the opportunity to complete a Lifeline & Link Up self-certification card that is included in the direct mail marketing initiative or they have the option to call Budget Phone customer service representatives toll free at 877-796-5624 to determine if they are eligible for the Lifeline and Link Up discount. Customers will also have the option to sign up directly at a Budget Phone agent location.

HOME PHONE SERVICE



Choose your plan!

See reverse for details

NO Contracts · NO Credit Checks · NO Deposits

Budget Phone INC.

**Free Activation for government assisted service only.*

T-A

PICK A PLAN

1ST MONTH FREE
FREE ACTIVATION

For government assisted service only.

$19.95 activation fee may apply to non-government assisted customers.

DOUBLE FEATURE PLAN

$29.95* per mo.

- Unlimited Local Calling
- 500 Minutes Long Distance
- Call Waiting, Caller ID

$39.95/mo. for non-government assisted customers

DELUXE PLAN

$39.95* per mo.

- Unlimited Local Calling
- Unlimited Long Distance
- Most Popular Features

$49.95/mo. for non-government assisted customers

No Contracts
No Credit Checks
No Deposits

Budget Phone INC.

*Limited time offer. Customers must meet government assistance eligibility requirements to qualify for the package prices above. Features and packages offered may vary by market. Fees and taxes not included. Customer acknowledges and agrees that the unlimited long distance is for residential voice telephone service within the continental United States only and excludes chat room, telemarketing, commercial, facsimile (commercial), resale, internet automated dialing, 900 numbers, special interest lines and any other non-residential use. Use by Customer of more than 2000 long distance minutes per month shall be considered to be other than residential use and shall be a prohibited use ("Prohibited Use"). Budget PrePay has the right to terminate or to suspend service without notice, if any prohibited use is discovered. This product is subject to the terms and conditions of the Customer Contract between Budget PrePay and Customer. Free long distance minutes on Double Feature plans includes 250 minutes per month for the first 2 months. Minutes in excess of 250 may not be used within a single month. Long Distance value is based on 1.9¢ per minute with a 25¢ surcharge. Includes 911 & E911 service (where available). Operator Services and Directory Assistance now available.

www.budgetprepay.com

Exhibit 3

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for Telecommunications Services furnished by Budget PrePay, Inc. d/b/a Budget Phone, with principal offices at 1325 Barksdale Blvd., Suite 200, Bossier City, Louisiana 71111. 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

CHECKSHEET

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

1	Original	
2	Original	
3	1st Revised	*
4	1st Revised	*
5	Original	
6	Original	
7	Original	
8	Original	
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10	Original	
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12	Original	
13	Original	
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15	Original	
16	1st Revised	*
17	1st Revised	*
18	1st Revised	*
19	1st Revised	*
20	2nd Revised	
20.1	1st Revised	*
20.2	1st Revised	*
20.2a	1st Revised	*
20.2b	1st Revised	*
20.3	1st Revised	*
20.4	1st Revised	*
20.5	1st Revised	*
21	Original	
22	1st Revised	*
23	1st Revised	*
23.1	1st Revised	*
23.2	1st Revised	*
23.3	1st Revised	*
23.4	1st Revised	*
24	1st Revised	*

* New or Revised Sheet

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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 11.1.

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

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

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

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

SYMBOLS

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

D	-	Delete or Discontinue
I	-	Change Resulting in an Increase to a Customer's Bill
M	-	Moved from another Tariff Location
N	-	New
R	-	Change resulting in a Reduction to a Customer's Bill
T	-	Change in Text or Regulation, but no change in Rate or Charge

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.

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

Commission - Used throughout this tariff to mean the South Carolina Public Service Commission

Company or Budge - Used throughout this tariff to mean Budget PrePay, Inc. d/b/a Budget Phone a Louisiana Corporation.

Customer - The person or other legal entity which orders the services 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.

Resp. Org. - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, meters, 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 REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to local resale telecommunications services provided by Budget for telecommunications between points within the State of South Carolina. Resale 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 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 Customer shall be responsible for all charges due for such service arrangement. Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. As a telephone utility under the regulation of the Commission, Budget does hereby assert and affirm that as a reseller of Local telecommunications services it shall not indulge or participate in deceptive

or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it shall comply with those marketing procedures, if any, set forth by the Commission.

Additionally, Budget shall be responsible for the marketing practices of its contracted dealers and for their compliance with this provision. Budget understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete local telecommunications traffic within the State of South Carolina.

2.1.1 The services provided by Budget are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Budget and do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Budget,

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control including without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or re-pricing 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 Budget'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 Budget'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 Budget's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 Budget's services are available for use 24 hours per day, seven days per week.

2.2.5 Budget does not transmit messages, but the services may be used for that purpose.

2.2.6 Budget's services may be denied for nonpayment of charges or for other violations of this tariff.

2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.8 The customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by

the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.3.4 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 monthly service charge 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 or any other property whether owned or controlled by the Customer or others.

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 excluding 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.**

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 Budget on the Customer's behalf.

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

2.5 Cancellation or Interruption of Services

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

2.5.1.A For non-payment of any sum due Budget for more than ten (10) days after issuance of the bill for the amount due,

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

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

2.5.1.D By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting Budget from furnishing its services.

2.5.2 Without incurring liability, Budget may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff operation of Customer and Budget's equipment and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 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.

2.6 Credit Allowance

N/A

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 Communicati6 ns Commission.

SECTION 2 - RULES AND REGULATIONS (Cont'd.) **(T)**

2.8 Deposit

The Company does not require deposits.

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 the same date each month.

2.9.2 The customer is responsible for, payment of all charges for services furnished to the customer. Recurring charges and non-recurring charges are billed in advance. **(D)**
|
|
(D)

2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company, oral or in writing, within the applicable statute of limitations, No credits, refunds, or adjustments shall be granted unless and until proper documentation is received/prepared by the Company 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 for regulated or non-regulated services, equipment or facilities, 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

SECTION 2 - RULES AND REGULATIONS (Cont'd.) (T)

2.10 Collection Costs (Cont'd.) (T)

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 takes, assessments, surcharges, and fees, including sales taxes, use taxes, gross receipts taxes and municipal utilities taxes are billed as separate line items and are not included in the rates quoted herein. (D) | | | (D)

2.12 Non-Sufficient Funds Checks (N)

The Customer will be assessed a charge for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor. The charge may equal, but not exceed the rataqe allowed by the S.C. Code Annotated Section 34-11-70. | | | (N)

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

(M)

(M)
(N)

3.1.1 The maximum rates for local service and custom calling services are outlined below:

Local Phone Service	Rate schedule 4.B
AT&T Markets	
	Maximum Monthly Charges
Basic Plan	$120.00 $100.00 w/ prompt pay discount
Deluxe Prepaid Plan	$160.00 $140.00 w/ prompt pay discount
Double Feature Plan	$105.00 $86.00 w/prompt pay discount
Unlimited LD Package	$20.00
Non-published Number	$10.00
LD250 Option	$10.00
Expanded Area Service	$40.00
Service Initiation Charges	
Activation Fee	$120.00
Transfer	$80.00
Name Change	$60.00
Number Change	$60.00
Calling Feature Change	$30.00
Restore Charge	$50.00
Reconnect Charge	$50.00
Directory Assistance	
	Local: $3.00 National: $3.50

(N)

Some material previously found on this sheet now found on 1st Revised Sheet 20.1

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) **(T)**

3.1.2 The current rates for local service and custom calling services are outlined below: (Cont'd.) **(T)**

Local Phone Service	Rate schedule 4.B	
AT&T Markets		**(T)**
	Current Monthly Charges	
Basic Plan	$ 32.78 **(R)**	**(T)**
	$ 22.78 **(R)** w/ prompt pay discount	
		(D)
		(D)
Deluxe Prepaid Plan	$ 63.45 **(R)**	**(T)**
	$ 53.45 **(R)**w/ prompt pay discount	
		(D)
		(D)
Double Feature Plan	$ 53.45 **(I)**	
	$ 43.45 **(I)**w/prompt pay discount	
Unlimited LD Package	$10.00	**(T)**
		(D)
		(D)
Non-published Number	$5.00	
		(D)
		(D)
LD250 Option	$5.00	**(N)**
Expanded Area Service	$20.00	**(N)**
Service Initiation Charges		
		(D)
Activation Fee	$60.00 **(I)**	
Transfer	$39.95	
Name Change	$30.00	**(N)**
Number Change	$30.00	
Calling Feature Change	$15.00	
Restore Charge	$25.00	**(N)**
Reconnect Charge	$25.00	**(N)**

Directory Assistance

Local: $ 2.50 **(I)**
National: $ 2.50 **(I)**

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) (T)

3.1.3 Basic Plan (T) (D)

Basic Plan is a bundled pre-paid plan available to all residential customers residing in the AT&T (M)
Sprint and Verizon exchanges of South Carolina. The monthly charge for Basic Plan service
provides a Customer with single, Voice grade dial tone line, which allows unlimited local calls
on a flat or measured rate basis and includes sixty (60) minutes of intra and interlata Long
Distance[1] calling within the Continental United States per billing cycle. Basic Plan service is (M)
provided with touch-tone as a standard feature. (D)
(D)

[1] Long Distance calculated at a rate of $0.019 pre minute of usage with a $.25 surcharge for each completed call.

(D)

(D)

3.1.4 [Reserved for future use]

(D)

Some material now found on this page previously found on Original Sheet 18

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) **(T)**

3.1.5 Budget Phone Deluxe Prepaid Plan **(T)**

The Budget Phone Deluxe Prepaid Plan is a bundled pre-paid plan offered to all residential **(T)** customers in the AT&T, Sprint, and Verizon exchanges of South Carolina as defined by the **(T)** Incumbents tariff on file with the Commission and includes: a) a residence dial tone line on a flat or measured rate basis (b) unlimited access that does not exceed 2,000 minutes to intra and interstate Long Distance calling within the Continental United States, per billing cycle; and (c) the following five (5) Custom Calling Features: Caller ID, Call Return, Call Forwarding, Call **(T)** Waiting, and Three-way Calling[1]. Customers may be required to access Budget Phone's Long **(T)** Distance platform by first dialing a toll free number and then must dial the ten-digit (10) termination number in order to complete the call. This plan does not provide for call detail information on the Customers monthly bill.

[1] Custom Calling Features are offered where facilities and equipment allow. All features may not be available in all central office switches.

3.1.6 Unlimited LD Package **(T)**

For a monthly recurring charge, Customer may add to the Basic or Double Feature Plans, two thousand (2,000) minutes, per billing cycle, of intrastate or interstate Long Distance calling within the Continental United States.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) **(T)**

3.1.7 Budget Phone Double Feature Plan

Budget Phone Double Feature Plan service is bundled pre-paid plan available to all residential customers residing in the Bell South exchanges of South Carolina as defined by the Incumbents tariff on file with the Commission. The Budget Phone Double Feature Plan is a bundled pre-paid residential service Plan offered on a flat or measured rate basis and includes sixty (60) minutes of intra and interlata Long Distance[1] calling within the Continental United States per billing cycle. The Double Feature Plan, along with its individual components, is available on a where offered basis. Budget Phone reserves the right, at its sole discretion, to alter, change, or substitute individual features. Customers may be required to access Budget Phone's Long Distance platform **(T)** by first dialing a toll free number and then must dial the ten-digit (10) termination number in order to complete the call. The Plan includes an additional 250 minutes of continental intrastate long distance usage for the first two (2) consecutive months of service (certain restrictions, as outlined below, do apply).[2] The customer has the option to continue to receive an additional 250 minutes of interexchange intrastate long distance usage for an additional maximum charge of $10.00 per **(T)** billing cycle. This plan does not provide for call detail information on the Customers monthly bill.

[1-2] Long Distance calculated at a rate of $0.019 pre minute of usage with a $.25 surcharge for each completed call.

The Double Feature Plan includes the following (available on a where offered basis):

(1) Local dial-tone line
(2) Sixty (60) minutes of intra/interlata Long Distance calling within the Continental United States per billing cycle
(3) Call Waiting Deluxe
(4) Caller ID Deluxe
(5) An additional 250 minutes of long distance for calls terminating within the continental United States (included at no addition charge for the first two (2) consecutive months of service)

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) (T)

3.1.8 Expanded Area Service (N)

Expanded Area Service provides unlimited calling outside the specified local calling area, but within a specified expanded local calling area. (N)

3.1.9 Customer Eligibility Criteria (T)

New and existing customers are eligible for these plans if they meet the following requirements:

A. Where applicable, customers must subscribe to Budget Phone Local and Long Distance service for both intra and interstate long distance service

B. Plans are for voice service only and cannot be used for any use deemed inconsistent with residential use by Budget Phone.

C. Plans are not available to customers with an account that bills to another number or is the recipient of charges billed from another number.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) **(T)**

3.1.9 Customer Eligibility Criteria (Cont'd.) **(T)**

D. Plans are not eligible for customer lines associated with educational institutions (colleges, universities, etc) or businesses.

E. Unlimited access to long distance is for residential voice telephone service only and usage does not include multi-party conference calls, calls to 900 numbers, directory assistance, calling card, operator services, international calling, toll free numbers, chat rooms, telemarketing, commercial, facsimile (commercial), internet, automated dialing, special interest lines, and other non-residential use.

F. Unlimited access to long distance is not available for resale.

G. If Budget Phone determines that usage is not consistent with typical residential customer usage, the customer, at the sole discretion of the company, may be subject to additional charges, loss of unlimited access to long distance service, or to an alternate plan.

H. For the purpose of the Deluxe Prepaid Plan, typical residential usage is presumed to be total usage that does not exceed 2,000 minutes of intra and interstate usage per billing cycle, per account. Budget Phone's long distance platform will automatically deny calls on accounts that have used the allowed 2,000 minutes. Customers who wish to continue access to long distance on Budget Phone's platform can purchase additional blocks of time, in the form of Budget Phone pre-paid calling cards, from an authorized Budget Phone agent. **(T)** **(T)**

I. Budget Phone reserves the right to verify that the customer meets the eligibility requirements. Customers who do not or no longer meet the eligibility requirements will not be eligible for plans.

J. Budget Phone reserves the right to exclude certain terminating telephone numbers from this plan.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) **(T)**

3.1.10 Lifeline **(T)**

1. Applicability:

   a. Lifeline discounts are applicable to local exchange services provided to eligible residential Applicants.

2. Territory:

   a. Within the base rate areas of all AT&T, Sprint, and Verizon exchanges as shown and defined in the Incumbent LEC's current and effective Tariffs on file with the Commission. **(T)**

3. Discounts:

   a. Lifeline is provided as a reduction of the subscriber's access line rate for local service in amounts equal to the sum of the state and/or federal approved and supported credits.

4. Terms and Conditions:

   a. Lifeline is provided only to the customer's principle residence

   b. One low-income credit is available per household and applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low-income assistance programs identified in 5 following.

   c. Proof of eligibility in any of the qualifying low-income assistance programs should be provided to the Company at the time of application for service. The Lifeline credit will not be established until the Company has received proof of eligibility. Proof of eligibility shall be in the form of an affidavit, certifying under penalty of perjury, that the subscriber is receiving benefits under one of the qualifying programs or is eligible under federal poverty income guidelines. It is the Customer's responsibility to notify the Company when the Customer is no longer participating in any of the qualifying programs or is no longer eligible based upon income guidelines. **(N)** | | | | **(N)**

   d. When, for any reason, a customer is determined to be ineligible the Company will contact the customer. If the customer cannot provide eligibility documentation, the Lifeline account will be disconnected.

   e. Certification of eligibility in any of the qualifying low-income assistance programs will be required for any account that has been disconnected prior to the reestablishment of the service.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) (T)

3.1.10 Lifeline (Cont'd.) (T)

5. Eligible low-income assistance programs:

a. The eligible low-income assistance programs are the same as those defined in the Incumbent LEC's current and effective Tariffs on file with the Commission.

6. Rates (N)

The Lifeline credit consists of a Federal credit and a State credit.

	Monthly Credit
Federal Credit	$10.00
State Credit	$3.50

(N)

3.1.11 Link-Up (T)

1. Link-Up is a connection assistance program, which provides for the reduction of applicable charges associated with connection of telephone service.

2. The applicant must meet the requirements for qualification for Lifeline Telephone Service.

3. Rates (N)

The federal credit is $30.00 maximum or 50% of the installation and service charges in this tariff, whichever is less. (N)

3.2 Customer Complains and/or Billing Disputes

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

1325 Barksdale Blvd., Suite 200 (888) 424-5588
Bossier City, Louisiana 71111

Any objection to billed charges should be reported promptly to Budget. 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. If over-billing of a subscriber occurs, due to either 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. In the event that the Company willfully overcharged any Customer, the Company shall refund the difference plus interest as prescribed by the Commission.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

State of South Carolina
Public Service Commission
P.O. drawer 11649
Columbia, SC 29211
800-922-1531

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) **(T)**

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 1+ Dialing **(T)**

Budget employs the use of customized code restrictions which permit local calls, residential long distance, non-chargeable calls such as repair service, emergency numbers (911) and 800 calling. Types of calls that are restricted are 0-, 0+, DDD 1+, 1+900. 1+555-1212 and 1+NPA-555-1212,411,976,1DDD01 and 1DDD01 1+.Thc Company shall not be liable to any person for damages of any nature or kind arising out of, resulting from, or in connection with the provision of Customized Code Restrictions. **(T)** **(T)**

3.5 Emergency Call Handling Procedures **(T)**

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

3.6 Promotional Offerings **(T)**

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. All promotional offerings will receive Commission approval prior to commencement of such offerings.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) **(T)**

3.7 Prompt Pay Discount **(T)**

Residential customers who pay their account balance in full on or before the account due date will receive a Prompt Pay Discount in the amount of $ 10.00. In anticipation of timely payment, the Prompt Pay Discount is applied to the customer's account at the time of billing.

The Prompt Pay Discount will be removed from an account where payment in full has not been received by the due date.

3.8 Non-Optional Extended Area Service **(T)**

Non-Optional Extended Area Service provides usage sensitive billing for calls to locations outside a customer's normal flat rate local calling area. The exchanges where Non-Optional Extended Area Service is required are:

Andrews, Conway, Elloree, Georgetown, Myrtle Beach, N. Myrtle Beach, Pawley's Island, Santee, and Woodruff.

Usage will be billed at $.05 per minute and will apply in addition to the charge for local exchange service. Customers may elect optional detailed billing for measured rate calls originating from these exchanges. The charge for detailed billing is $2.00 per month.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) (T)

(D)

(D)

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) (T)

(D)

(D)

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) (T)

(D)

(D)

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.) (T)

(D)

(D)

3.9 OSS RECOVERY (T)

In addition to other charges that may be applicable under this tariff, a monthly recurring charge of $1.20 will be imposed by Company to partially defray the cost of providing service to the customer through the Incumbent LEC's Operational Support System(s). (R)

(D)

(D)

(D)
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(D)

Exhibit 4

AFFIDAVIT

STATE OF LOUISIANA)
)
COUNTY OF BATON ROUGE)

I, Robert Daniel Hyde, III, being duly sworn upon oath, do hereby depose and state as follows:

1. My name is Robert Daniel Hyde, III. I am employed by Budget Prepay, Inc. ("Budget") as General Mgr./VP. My business address is 1325 Barksdale Boulevard, Bossier City, LA 71111. I am authorized by Budget to make this Affidavit on its behalf, and it is given upon my personal knowledge. This Affidavit is given in support of the application to be designated as an Eligible Telecommunications Carrier.

2. On behalf of Budget, I declare the following:
   (A) Budget will provide Lifeline and Link Up service in a timely manner throughout its designated service area upon reasonable request of an eligible consumer;
   (B) Budget will offer the services that are supported by the federal universal service support mechanisms by using its own facilities or a combination of its own facilities and resale of another carrier's services;
   (C) Budget will advertise in media of general distribution the availability of lifeline and link-up services and the applicable charges for such services.
   (D) Budget will file a two-year advertising and outreach plan as required by the Commission prior to offering Life Line and Link Up Services in the State of South Carolina;
   (E) Budget acknowledges that the Federal Communications Commission may require it to provide equal access to long distance carriers in the event that no other eligible telecommunications carrier is providing equal access within the service area;
   (F) Budget will provide service within a reasonable period of time, if the potential customer is within its licensed service area but outside its existing network coverage, if service can be provided at reasonable cost.

Robert Daniel Hyde III

Robert Daniel Hyde, III

Subscribed and sworn to before me this 2nd day of July, 2009

Notary Public

My Commission expires:

Life

PATRICK D. NIX
NOTARY PUBLIC, #35044
CADDO PARISH LOUISIANA
My Commission is for Life

Exhibit 5

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING

DOCKET NO. 2009-___-C

Pursuant to the Telecommunications Act of 1996, 47 U.S.C. 214(e)(2) (the "Act") and the rules of the Federal Communications Commission, 47 C.F.R. 54.201, Budget PrePay, Inc. ("Budget") has filed an Application with the Public Service Commission of South Carolina ("Commission") for designation as a telecommunications carrier eligible under the provisions of Section 54.201(d) to receive federal universal service support.

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

A public hearing, if scheduled, will be held in Columbia, South Carolina in the offices of the Commission at the above address, for the purpose of receiving testimony and other evidence from all interested parties regarding this Application. The time and date of this hearing will be furnished to all interested parties at a later date.

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. 2009-___-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. 2009-___-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. 2009-___-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

July ____-09