



February 4, 2010
Via Overnight Delivery

Mr. James J. McNulty, Commission Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Joint Application of NetCarrier Telecom, Inc. and SNIIP LiNK, LLC for Authority to Transfer Assets and Customers and for Abandonment of Service

Dear Mr. McNulty:

Enclosed for filing please find one (1) original and three (3) copies of the Joint Application of NetCarrier Telecom, Inc. and SNIIP LiNK, LLC for Authority to Transfer Assets and Customers and for Abandonment of Service. The Joint Applicants respectfully request that the Commission approve the proposed transaction as expeditiously as possible.

Due to the confidential nature of the transaction, the Applicants are requesting confidential treatment of the information provided in Exhibit 2 and Exhibit 3. The confidential material is enclosed in a sealed envelope, marked "Confidential". Please handle the material marked confidential in accordance with Commission established procedures. A check in the amount of \$250 is included, representing the filing fee.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3031 or sthomas@tminc.com. Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,

Sharon Thomas, Consultant to
NetCarrier Telecom, Inc.

Enclosures

cc: Service List
C. Gerczak, NetCarrier
file: NetCarrier - PA
tms: PAX1001

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FEB 04 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**BEFORE THE
PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

Joint Application of)
NetCarrier Telecom, Inc. and)
SNiP LiNK, LLC)
for Authority to Transfer Assets)
and Customers and for)
Abandonment of Certain Services)
Under Certificate of Public Convenience)
Issued in Docket A-310820/A-310820F0002)

Docket No. _____

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

JOINT APPLICATION FOR TRANSFER OF ASSETS

AND

ABANDONMENT OF SERVICE

Pursuant to Chapter 11 of Public Utility Code, 66 Pa.C.S.A. §§ 1102, *et seq.*, NetCarrier Telecom, Inc. ("NetCarrier") and SNiP LiNK, LLC ("SNiP") (jointly, "Applicants") hereby seek approval for a transaction whereby NetCarrier will acquire substantially all of the assets, including switching facilities and other telecommunications equipment, customers and their account information, customer contracts, and customer deposits, from SNiP. The customers to be assigned from SNiP to NetCarrier are customers of facilities-based and resold local services and resold long distance services located in Pennsylvania ("the Customers").

Pursuant to an Asset Purchase Agreement, SNiP's current Customers will be transferred to NetCarrier, which will become the service provider for the telecommunications services the Customers currently receive from SNiP. As described below, the rates, terms or conditions of the

services being received by the Customers will not change as a result of the transfer, making the proposed transaction virtually transparent to affected Customers in terms of the services that those Customers receive. After all requisite transitional activities associated with the transfer are complete, SNiP will discontinue its operations as a telecommunications provider in Pennsylvania and surrender its authority. Accordingly, pursuant to Title 52 §63.301-§63.310 of the Pennsylvania Code, SNiP also requests that the Commission approve the abandonment of services provided under its Certificate of Public Convenience ("CPC"), issued in Docket No. A-310820/A-31082F0002 that are the subject of the proposed transfer.

The Joint Applicants respectfully request that the Commission approve the proposed transfer of assets and customers as expeditiously as possible.

I. DESCRIPTION OF APPLICANTS

A. NetCarrier Telecom, Inc.

NetCarrier is a privately-held corporation organized under the laws of the Commonwealth of Pennsylvania. NetCarrier's principal business address is 4000 N. Cannon Avenue, Lansdale, Pennsylvania 19446. NetCarrier is wholly owned by NetCarrier Inc.

NetCarrier is a full-service telecommunications company, providing voice and advanced data and internet services to predominantly small to medium-sized business customers. It has provided telecommunications services in Pennsylvania since 2001, and currently serves a total of approximately 968 business customers in the Commonwealth. A copy of NetCarrier's Articles of Incorporation and Secretary of State certificate are provided in *Exhibit 1*, and a copy of its most recent balance sheet is provided in *Exhibit 2*.

NetCarrier operates in Pennsylvania pursuant to a CPC issued in Docket No. A-311034/A-

311034 F0002, which authorizes the Company to provide resold interexchange toll services and facilities-based and resold CLEC services. NetCarrier also holds domestic and foreign Section 214 authorizations from the Federal Communications Commission (“FCC”), and is authorized to act as a common carrier and reseller of telephone services, including facilities-based and resold local exchange and resold interexchange telecommunications services to customers in Delaware, New Jersey and New York.

B. SNiP LiNK, LLC

SNiP is privately-held New Jersey limited liability company with offices at 100-A Twinbridge Drive, Pennsauken, New Jersey 08110. SNiP is a competitive telecommunications carrier authorized to provide facilities-based and resold local and resold long distance telecommunications services in Pennsylvania, New Jersey and Delaware. SNiP is also authorized to provide resold long distance services in 39 other states.

SNiP is authorized to provide resold and facilities-based local and resold long distance telecommunications services in Pennsylvania pursuant to a CPC issued in Docket No. A-31082/A-31082F0002. Like NetCarrier, SNiP provides local and bundled local/long distance services exclusively to business customers, predominantly small to medium-sized entities. In addition, SNiP provides resold long distance stand-alone services to both business and residential subscribers. It currently serves approximately 84 local and local/long distance bundled customers and 188 presubscribed residential long distance-only customers in Pennsylvania who will be subject to the customer base transfer to NetCarrier as proposed herein.

II. DESCRIPTION OF THE TRANSACTION

Pursuant to an Asset Purchase Agreement dated February 1, 2010 (see *Exhibit 3*), between NetCarrier, SNIp and for limited purposes the principal members of SNIp, NetCarrier intends to purchase certain assets, including switching and other telecommunications equipment, customers, customer contracts, deposits and associated customer account information from SNIp (the "Transaction"). The Pennsylvania Customers involved in the Transaction are local resale and facilities-based customers and customers of resold long distance services currently served by SNIp. NetCarrier will acquire approximately 84 local and local/long distance bundled customers and 188 presubscribed residential long distance-only customers in Pennsylvania. After consummation of the Transaction, NetCarrier will provide telecommunication services to the SNIp Customers directly pursuant to its own CPC. The transaction is expected to close as soon as possible, subject to regulatory approvals.

The proposed transfer of the Customers to NetCarrier will have no adverse impact on the Customers. Following the Transaction, the Customers will continue to receive their existing services at the same rates, terms and conditions that they have prior to the transfer. NetCarrier will notify the Customers of any future changes in the rates, terms and/or conditions of service consistent with applicable state and federal requirements. All of the affected customers will receive at least 30-days advanced notice of the Transaction, consistent with Federal Communications Commission ("FCC") and Pennsylvania Public Utility Commission ("PUC") rules.

Based on its experience in providing complex voice and data services to subscribers in the same areas served by SNIp, NetCarrier has the financial, managerial and technical qualifications

necessary to provide quality telecommunications services to the Customers that it will acquire from SNiP.

Given the increasingly complex and competitive nature of the telecommunications and capital markets and for other business reasons, Applicants seek to complete the proposed Transaction as soon as possible. Accordingly, Applicants respectfully request that the Commission process, consider, and approve this Application as expeditiously as possible.

III. ABANDONMENT OF SERVICE BY SNiP

Since SNiP will cease to provide the retail services to customers that will be transferred to NetCarrier following completion of the Transaction, it seeks to voluntarily abandon its provision of those services. Those services will be provided without interruption by NetCarrier after the Transaction occurs; accordingly, no SNiP customers will see their services interrupted or discontinued. As noted above, once all of the requisite transitional activities associated with the transfer are complete, SNiP intends to surrender its CPC.

Exhibit 4 attached hereto contains the Abandonment Plan of SNiP, in accordance with §63.306(b) of the Commission's rules.

IV. CUSTOMER IMPACT

The proposed Transaction will not adversely impact Customers, who will continue to receive the same services at the same rates, terms and conditions following the Transaction. To the extent NetCarrier subsequently changes any rates, terms or conditions of service, it will do so in accordance with Commission rules. The Transaction is not expected to result in any discontinuance of service to SNiP's Customers. After the transfer, the Customers will be served by an experienced telecommunications carrier which has operated in Pennsylvania for nine years. NetCarrier will

provide the transferred customers with high-quality telecommunications and internet services and exceptional customer service. NetCarrier has established a dedicated toll free number for SNiP customers to call with any questions or concerns regarding the Transaction or their services. NetCarrier's customer service representatives designated to handle such calls will be specially trained to respond to these customer inquiries.

To ensure that there is no customer confusion and to make SNiP's customers in Pennsylvania aware of the Transaction, customer notice will be provided to SNiP's customers, explaining that their service will be transferred to NetCarrier, unless they select an alternative carrier within 30 days of the notice. A copy of the customer notice is attached as *Exhibit 5*.

V. CONTACT INFORMATION

Questions or any correspondence, orders or other materials pertaining to this Application should be directed to:

For NetCarrier:

Sharon Thomas, Consultant
Technologies Management, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
(407) 740-3031 (voice)
(407) 740-0613 (facsimile)
Email: sthomas@tminc.com

For SNiP:

Lawrence J. Movshin
Partner
Wilkinson Barker Knauer, LLP
2300 N Street, NW, Suite 700
Washington, D.C. 20037
Tel: 202-783-4141
Fax: 202-783-5851
LMovshin@wbklaw.com

With copies to:

Joseph J. Giacomelli
VP Carrier Relations
SNiP LiNK, LLC
100-A Twinbridge Drive
Pennsauken, NJ 08110
Tel: 856-903-2005
Fax: 856-903-2905
jgiacomelli@snipmail.net

VI. PUBLIC INTEREST ANALYSIS

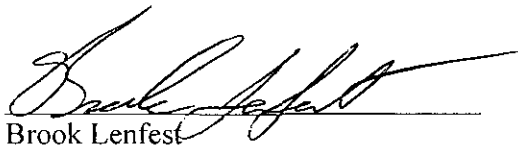
The proposed Transaction described above will serve the public interest by ensuring that SNiP's customers enjoy continued high-quality telecommunications service from a financially and managerial sound company, NetCarrier. The transfer of SNiP's customers and associated assets will ensure that the Customers continue to receive uninterrupted local and long distance services. The transferred Customers will be served by a carrier with significant technical, managerial and financial resources and expertise that has a proven record of service and regulatory compliance in Pennsylvania. Further, the transfer will enhance competition by strengthening NetCarrier's position as a competitive provider in the market for small to medium business customers.

VII. CONCLUSION

For the foregoing reasons, Applicants respectfully request that the Commission approve the proposed Transfer of Assets and approve the abandonment of the associated services under SNiP's CPC as expeditiously as possible.

VERIFICATION

I, Brook Lenfest, hereby declare under penalty of perjury, that I am Chief Executive Officer of NetCarrier Telecom, Inc.; that I am authorized to make this verification on behalf of NetCarrier Telecom, Inc.; that I have read the foregoing Application; and that the facts stated therein are true and correct to the best of my knowledge, information and belief.



Brook Lenfest
Chief Executive Officer
NetCarrier Telecom, Inc.

Sworn to and subscribed before me this 1ST day of FEB., 2010.



Notary Public

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MARIANNE T. MILLER, Notary Public
Lansdale Boro., Montgomery County
My Commission Expires April 23, 2011

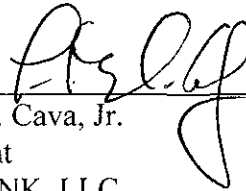
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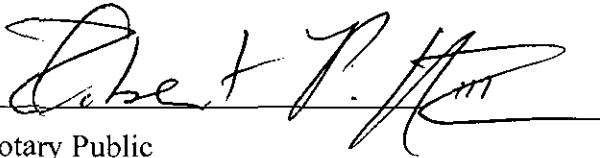
VERIFICATION

I, Peter M. Cava, Jr., hereby declare under penalty of perjury, that I am President of SNIp LiNK, LLC; that I am authorized to make this verification on behalf of SNIp LiNK, LLC; that I have read the foregoing Application; and that the facts stated therein are true and correct to the best of my knowledge, information and belief.



Peter M. Cava, Jr.
President
SNIp LiNK, LLC

Sworn to and subscribed before me this 2nd day of February, 2010.



Notary Public

NOTARY PUBLIC OF NEW JERSEY
Commission Expires
Feb. 26, 2012
Robert P. Norris III

My Commission expires:

2/26/2012

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EXHIBIT 1
NETCARRIER TELECOM, INC.
ARTICLES OF INCORPORATION
SOS AUTHORITY

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

JULY 12, 2000

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

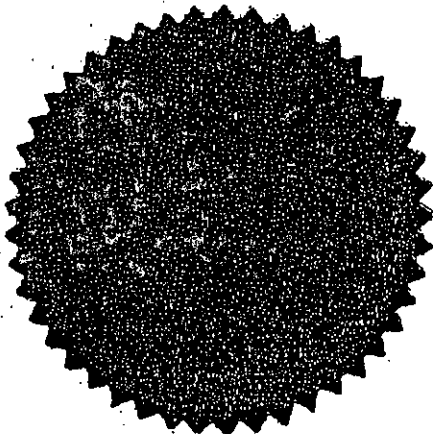
NETCARRIER TELECOM, INC.

is duly incorporated under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Kim Duggan

Secretary of the Commonwealth
DPOS

Kim Pizzangallo

Secretary of the Commonwealth

2946371

ARTICLES OF INCORPORATION FOR PROFIT OF

NETCARRIER TELECOM, INC. Name of Corporation A TYPE OF CORPORATION INDICATED BELOW

Indicate type of domestic corporation:

- X Business-stock (15 Pa.C.S. ' 1306) Management (16 Pa.C.S. ' 2702)
Business-nonstock (16 Pa.C.S. ' 2102) Professional (15 Pa.C.S. ' 2903)
Business-statutory close (15 Pa.C.S. ' 2303) Insurance (15 Pa.C.S. ' 3101)
Cooperative (15 Pa.C.S. ' 7102)

DSCB:15-1306/2102/2303/2702/2903/3101/7102A (Rev 91)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby, state(s) that:

The name of the corporation is: NetCarrier TeleCom, Inc.

The (a) address of this corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) 4000 North Cannon Avenue Lansdale PA 19446
Number and Street City State Zip County

(b) c/o: Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

The aggregate number of shares authorized is: 1,000 shares for common stock with a par value of \$.01 per share (other provisions, if any, attach 8 1/2 x 11 sheet)

The name and address, including number and street, if any, of each incorporator is:

Name Address
Christina M. Carry, Legal Assistant c/o Saul Ewing Remick & Saul LLP
15th & Market Street, Centre Square West
38th Floor
Philadelphia, PA 19102

5. The specified effective date, if any, is: _____
month day year hour, if any

7. Additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet. Shareholders of the corporation shall not have cumulative voting rights

1. ~~Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares in any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. 77a et seq.).~~

2. ~~Cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: _____~~

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 9th day of June, 2000.

Christina M. Carry
Christina M. Carry

(Signature)

NETCARRIER TELECOM, INC.

BYLAWS

ARTICLE I

APPLICABLE STATUTE/OFFICES

Section 1.01 *Applicable Statute.* These Bylaws are governed by the Pennsylvania Business Corporation Law of 1988, as from time to time amended (the "Statute").

Section 1.02 *Registered Office.* The location and post office address of the registered office of the Corporation in Pennsylvania shall be as specified in the Articles of Incorporation and, subject to compliance with the statute, may be changed from time to time by the Board of Directors.

Section 1.03 *Other Offices.* The Corporation shall also have offices at such other places within or without the Commonwealth of Pennsylvania as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.01 *Place of Meetings.* All meetings of the shareholders shall be held at such place, within or without the Commonwealth, as may be designated from time to time by the Board of Directors and stated in the notice of meeting or in a duly executed waiver of notice thereof.

Section 2.02 *Time of Meetings.*

(a) *Regular Meetings.*--At least one meeting of the shareholders shall be held in each calendar year at such time and place as the Board of Directors shall fix, at which the shareholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting. If the regular meeting is not called and held by September 30, any shareholder may call the meeting for that calendar year at any time thereafter. Except as otherwise provided in these Bylaws or by the Statute, any business may be transacted at a regular meeting, whether or not the notice contained a reference thereto.

(b) *Special Meetings.*--Special meetings of the shareholders may be called at any time upon written notice to the Secretary of the Corporation:

- (1) by the Board of Directors;
- (2) unless otherwise provided in the Articles of Incorporation, by shareholders entitled to cast at least 25% of the votes that all shareholders are entitled to cast at the particular meeting; or
- (3) by the Chairman of the Board or the Chief Executive Officer, or if there is no Chief Executive Officer, the President.

It shall be the duty of the Secretary to fix the time of the meeting. If the meeting is called pursuant to this Section 2.02(b), it shall be held not more than 60 days after the receipt of the request for a special meeting. If the Secretary neglects or refuses to fix the time of the meeting, the person or persons calling the meeting may do so.

(c) **Adjournments.**--Adjournments of any regular or special meeting may be taken but any meeting at which directors are to be elected shall be adjourned only from day to day, or for such longer periods not exceeding 15 days each as the shareholders present and entitled to vote shall direct, until the directors have been elected.

Section 2.03 Notice.

(a) **Notice in General.**--Whenever written notice is required to be given under the provisions of these Bylaws, it may be given to the person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by reputable overnight courier service, charges prepaid, or by telecopier, to his address (or to his telecopier number) appearing on the books of the Corporation or, in the case of directors, supplied by him to the Corporation for the purpose of notice. Notice shall be deemed to have been given to the person entitled thereto three days after being deposited in the United States mail, postage prepaid, or one day after being delivered to a reputable overnight courier service, charges prepaid. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by the Statute.

(b) **Notice of Meetings of Shareholders.**--Written notice of every meeting of shareholders shall be given by the Secretary to each shareholder of record entitled to vote at the meeting at least:

- (1) ten days prior to the day named for a meeting called to consider a fundamental change under Chapter 19 of the Statute; or
- (2) five days prior to the day named for the meeting in any other case.

If the authorized person neglects or refuses to give notice of a meeting, the person or persons calling the meeting may do so. In the case of a special meeting of shareholders, the notice shall specify the general nature of the business to be transacted.

(c) **Notice of Adjourned Shareholder Meetings.**--When a meeting of shareholders is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which the adjournment is taken, unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 2.04 Determination of Shareholders of Record.

(a) **Fixing Record Date.**--The Board of Directors may fix a time prior to the date of any meeting of shareholders as a record date for the determination of the shareholders entitled to notice of, or to vote at, the meeting, which time, except in the case of an adjourned meeting, shall be not more than 90 days prior to the date of the meeting of shareholders. Only shareholders of record on the date fixed shall be so entitled notwithstanding any transfer of shares on the books of the Corporation after any record date fixed as provided herein. The Board of Directors may similarly fix a record date for the determination of shareholders of record for any other purpose. When a determination of shareholders of record has been made as provided herein for purposes of a meeting, the determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting.

(b) **Determination When No Record Date Fixed.**--If a record date is not fixed:

(1) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held.

(2) The record date for determining shareholders entitled to express consent or dissent to corporate action in writing without a meeting, when prior action by the Board of Directors is not necessary, shall be the close of business on the day on which the first written consent or dissent is filed with the Secretary of the Corporation.

(3) The record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) **Certification by Nominee.**--The Board of Directors may adopt a procedure whereby a shareholder of the Corporation may certify in writing to the Corporation that all or a portion of the shares registered in the name of the shareholder are held for the account of a specified person or persons. The resolution of the Board shall set forth the provisions then required by the Statute.

Section 2.05 Quorum.

(a) **General Rule.**--A meeting of shareholders duly called shall not be organized for the transaction of business unless a quorum is present.

(1) The presence of shareholders entitled to cast at least a majority of the votes that all shareholders are entitled to cast on a particular matter to be acted upon at the meeting shall constitute a quorum for the purposes of consideration and action on the matter.

(2) The shareholders present at a duly organized meeting can continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

(3) If a meeting cannot be organized because a quorum has not attended, those present in person or by proxy may, except as otherwise provided in the Statute, adjourn the meeting to such time and place as they may determine.

(b) Exceptions.

(1) Those shareholders entitled to vote who attend a meeting called for the election of directors that has been previously adjourned for lack of a quorum, although less than a quorum as fixed in these Bylaws, shall nevertheless constitute a quorum for the purpose of electing directors.

(2) Those shareholders entitled to vote who attend a meeting of shareholders that has been previously adjourned for one or more periods aggregating at least 15 days because of an absence of a quorum, although less than a quorum as fixed in these Bylaws, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the notice of the meeting if the notice states that those shareholders who attend the adjourned meeting shall nevertheless constitute a quorum for the purpose of acting upon the matter.

Section 2.06 Voting. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the shares having voting powers, present in person or represented by proxy, shall decide any question brought before such meeting, including the election of directors, unless the question is one upon which, by express provision of the Statute or of the Articles of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Except as otherwise provided in the Articles of Incorporation, every shareholder of record shall have the right, at every shareholders' meeting, to one vote for every share standing in his name on the books of the Corporation. Every shareholder may vote in person or by proxy as provided by the Statute. Elections and votes of shareholders may be viva voce unless otherwise required by law or the Board of Directors.

Section 2.07 Conference Telephone. One or more shareholders may participate in a meeting of the shareholders by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

Section 2.08 Consent of Shareholders in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the shareholders or of a class of shareholders of the Corporation may be taken without a meeting upon the written consent of shareholders who would be entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all the shareholders entitled to vote thereon were present and voting. All partial or unanimous written consents shall be filed with the Secretary of the Corporation. An action approved in writing by less than all of the shareholders shall not become effective until after at least 10 days' written notice of the action has been given to each shareholder entitled to vote thereon who has not consented thereto.

Section 2.09 Voting Lists. The officer or agent having charge of the transfer books for shares of the Corporation shall make a complete list of the shareholders of record entitled to vote at the meeting, arranged in alphabetical order, with the address of and number of shares held by each shareholder. The list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

Section 2.10 Judges of Election.

(a) Appointment.--In advance of any meeting of shareholders of the Corporation, the Board of Directors may appoint judges of election, who need not be shareholders, to act at the meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of the meeting may, whether or not requested by any shareholder, appoint judges of election at the meeting. The number of judges shall be one or three. A person who is a candidate for office to be filled at the meeting shall not act as a judge.

(b) Vacancies.--In case any person appointed as a judge fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Board of Directors in advance of the convening of the meeting or at the meeting by the presiding officer thereof.

(c) Duties.--The judges of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes or ballots, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all shareholders. The judges of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three judges of election, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.

(d) Report.--On request of the presiding officer of the meeting the judges shall make a report in writing of any challenge or question or matter determined by them, and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein.

ARTICLE III

DIRECTORS

Section 3.01 Number of Directors. The Board of Directors shall consist of at least one and not more than eleven directors, as shall be determined from time to time by resolution of the Incorporator of the Corporation or the Board of Directors subject to the power of the shareholders to change such action by the directors.

Section 3.02 Selection of Directors/Vacancies. The directors of the Corporation, other than those constituting the first Board of Directors, shall be elected by the shareholders. Vacancies in the Board of Directors, including vacancies resulting from an increase in the number of directors, may be filled by a majority vote of the remaining members of the Board though less than a quorum, or by a sole remaining director, and each person so selected shall be a director to serve for the balance of the unexpired term. When one or more directors resign from the Board effective at a future date, the directors then in office, including those who have so resigned, shall have power by the applicable vote to fill the vacancies, the vote thereon to take effect when the resignations become effective.

If the Corporation shall at any time have a classified Board of Directors, any director chosen to fill a vacancy, including a vacancy resulting from an increase in the number of directors, shall hold office until the next selection of the class for which such director has been chosen, and until his successor has been selected and qualified or until his earlier death, resignation or removal.

Section 3.03 Powers. The business of the Corporation shall be managed under the direction of its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by the Statute, by the Articles of Incorporation or by these Bylaws directed or required to be exercised and done by the shareholders.

Section 3.04 Meetings. The Board of Directors may hold meetings, both regular and special, either within or without the Commonwealth of Pennsylvania.

The first meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of shareholders at which such directors are elected and no notice of such meeting shall be necessary or the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors. At such regular annual meeting, the Board of Directors shall organize itself and elect the officers of the Corporation for the ensuing year and may transact any other business.

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be scheduled by the directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board or the Chief Executive Officer, or, if there is no Chief Executive Officer, the President on 24 hours notice to each director, given by any method permitted by Section 2.03 of these Bylaws. Special meetings shall be called by the Chairman of the Board or the Chief Executive Officer or the President or the Secretary in like manner and on like notice upon the written request of two directors.

Section 3.05 Quorum. A majority of the directors in office of the Corporation shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors.

Section 3.06 Telephone Conferences. One or more directors may participate in a meeting of the Board of Directors (or a committee thereof) by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

Section 3.07 Action by Unanimous Consent. Any action which may be taken at a meeting of the directors or the members of any committee may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by all the directors or the members of the committee, as the case may be, and shall be filed with the Secretary of the Corporation.

Section 3.08 Committees. The Board of Directors may, by resolution adopted by a majority of the directors in office, establish one or more committees to consist of one or more directors of the Corporation. Any committee, to the extent provided in the resolution, shall have and may exercise all of the powers and authority of the Board of Directors except that a committee shall not have any power or authority as to the following:

- (i) The submission to shareholders of any action requiring approval of shareholders under the Statute.
- (ii) The creation or filling of vacancies in the Board of Directors.
- (iii) The adoption, amendment or repeal of these Bylaws.
- (iv) The amendment or repeal of any resolution of the Board that by its terms is amendable or repealable only by the Board.
- (v) Action on matters committed by these Bylaws or resolution of the Board of Directors to another committee of the Board.

Section 3.09 Compensation. The Board of Directors of the Corporation or a committee of the Board shall have the authority to fix the compensation of directors for their services as directors and a director may be a salaried officer of the Corporation.

ARTICLE IV

OFFICERS AND AGENTS

Section 4.01 Titles. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer who shall have such powers and duties as set forth herein and as from time to time determined by the Board of Directors. The Board may also elect, at its discretion, a Chairman of the Board, one or more vice presidents, *assistant secretaries and assistant treasurers, and such other officers, agents, trustees and fiduciaries* as it shall deem appropriate who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The Chairman of the Board, President and Secretary shall be natural persons of full age; the Treasurer may be a corporation but, if a natural person, shall be of full age. Any number of these offices may be held by the same person.

Section 4.02 Election of Officers. The Board of Directors, immediately after each annual meeting of shareholders, shall elect a President, a Secretary and a Treasurer, who need not be members of the Board of Directors.

Section 4.03 Salaries. The salaries of all officers of the Corporation shall be fixed by the Board of Directors except to the extent that the Board has appointed committees of the Board to fix salaries.

Section 4.04 Terms of Office. The officers of the Corporation shall hold office for a term of one year and until their successors are chosen and qualify or until their earlier death, resignation or removal. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 4.05 Chairman of the Board. The Chairman of the Board, if any, shall preside at the meetings of the shareholders and the Board of Directors and shall have such powers and perform such duties as may be assigned to him by the Board of Directors.

Section 4.06 Chief Executive Officer. The Chief Executive Officer shall have the general, supervisory control of the business and affairs of the Corporation subject to the Board of Directors. He shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 4.07 President. Subject to the Board of Directors and the Chief Executive Officer, the President shall be the chief operating officer of the Corporation and in addition shall perform such duties as from time to time may be assigned to him by the Board. He shall be responsible for the day to day operations of the business of the Corporation and shall answer and report to the Chief Executive Officer and the Board of Directors.

Section 4.08 Vice Presidents. The Vice President, or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 4.09 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer, under whose supervision he shall be. He shall keep in safe custody the seal of the Corporation, if any, and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature.

Section 4.10 Assistant Secretaries. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 4.10 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer, the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 4.11 Assistant Treasurers. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

SHARES OF CAPITAL STOCK

Section 5.01 Right to Certificate. Unless and until these Bylaws are amended to provide for uncertificated shares, every shareholder of record shall be entitled to a share certificate representing the shares owned by him.

Section 5.02 Form of Certificate. Share certificates shall be in such form as the Board of Directors may from time to time determine. Every share certificate shall show (1) that the Corporation is incorporated under the laws of the Commonwealth of Pennsylvania; (2) the name of the person to whom issued; and (3) the number and class of shares and the designation of the series, if any, that the certificate represents. Every share certificate shall be executed, by facsimile or otherwise, by or on behalf of the Corporation in such manner as the Board of Directors may determine. The signature of any corporate officer may be a facsimile, engraved or printed. If any officer whose signature appears on such certificate shall cease to be such officer of the Corporation for any reason, such certificate may nevertheless be adopted by the Corporation and be issued and delivered with the same effect as though the person had not ceased to be such officer of the Corporation.

Section 5.03 Registered Shareholders. Each shareholder, at the time of the issuance of the share certificate to him, shall notify the Secretary of the Corporation in writing of the address to which such shareholder wishes notices relating to the business of the Corporation to be mailed to him. He shall thereafter notify the Secretary in writing of any changes in such address. The Corporation shall be entitled to treat the holder of record of any share or shares as the holder in fact thereof 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, and shall not be liable for any registration or transfer of shares which are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary unless made with actual knowledge that a fiduciary or nominee is committing a breach of trust in requesting such registration or transfer, or with knowledge of such facts that its participation therein amounts to bad faith.

Section 5.04 Transfers of Stock. Restrictions on Transfer. Shares of the capital stock of the Corporation shall be transferable on the books of the Corporation only upon delivery of the certificates representing the same duly endorsed by the person in whose name such shares are registered or by his duly authorized attorney or representative, or accompanied by proper evidence of succession, assignment or authority to transfer. In all cases of transfer by an attorney, the original letter of attorney, duly approved or an official copy thereof, duly certified, shall be deposited and remain with the Corporation. In case of transfer by executors, administrators, guardians or other legal representatives, duly authenticated evidence of their authority shall be produced, and may be required to be deposited and remain with the Corporation in its discretion.

If shares of capital stock are subject to restrictions on their transfer, notice of the existence of a restriction shall be conspicuously noted on the face or back of the certificates evidencing such shares.

Section 5.05 Lost and Destroyed Certificates. New certificates for shares of stock may be issued to replace certificates lost, stolen, destroyed or mutilated upon such terms and conditions, including proof of loss or destruction and the giving of a satisfactory bond of indemnity as the Board of Directors or the transfer agent of the Corporation from time to time may determine.

Section 5.06 Record Date for Dividends and Distributions. Unless otherwise required by applicable regulation, the Board of Directors may fix a time, not more than fifty days prior to the date fixed for the payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change, conversion or exchange of shares will be made or will go into effect, as a record date for the determination of the shareholders entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect to any such change, conversion or exchange of shares. In any such case only such shareholders as shall be shareholders of record on the day fixed shall be entitled to receive payment of such dividend or distribution, or to receive such allotment of rights, or to exercise any such rights in respect to any such change, conversion or exchange of shares, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the date so fixed.

ARTICLE VI

DIVIDENDS/FINANCIAL REPORTS

Section 6.01 Declaration of Dividends. Dividends upon the shares of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the Corporation, subject to any restrictions contained in the Articles of Incorporation.

Section 6.02 Financial Reports. Unless and to the extent the Corporation has obtained contrary written agreements from shareholders, the Corporation shall furnish its shareholders with the annual financial statements in the form and within the time period required by the Statute.

ARTICLE VII

LIMITATION OF LIABILITY, INDEMNIFICATION AND INSURANCE

Section 7.01 Limitation of Liability. No director of the Corporation shall be personally liable, as such, to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take action, unless the director has breached or failed to perform the duties of his office under the Statute, and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. This provision shall not apply to the responsibility or liability of a director pursuant to any criminal statute or the liability of a director for payment of taxes pursuant to local, state or federal law. If the Statute is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then, without further action by the Board of Directors or the stockholders of the Corporation, the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Statute, as so amended. Any repeal or modification of this Section 7.01 by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

Section 7.02 Indemnification. The Corporation shall indemnify any officer or director (or employee or agent designated by majority vote of the Board of Directors to the extent provided in such vote) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer (or employee or agent) of the Corporation or is or was serving at the request of the Corporation as a director or officer (or employee or agent) of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding. Officers and directors of subsidiaries of the Corporation shall be deemed to be persons acting as officers or directors of another corporation at the request of the Corporation. Indemnification pursuant to this Section shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. Expenses incurred by an officer, director, employee or agent purportedly indemnified by this Section in defending a civil or criminal action, suit or proceeding may 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 such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 7.03 Insurance. The Board of Directors may authorize, by a vote of a majority of the whole Board of Directors, the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article. Furthermore, the Corporation may create a fund of any nature, which may, but need not, be under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligation referred to in Section 7.02 hereof.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01 Corporate Seal. The Board of Directors may prescribe the form of a suitable corporate seal, which shall contain the full name of the Corporation and the year and state of incorporation.

Section 8.02 Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 8.03 Signatures. All checks, agreements and other instruments of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 8.04 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Statute, the Articles or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE IX

AMENDMENTS

Section 9.01 Amendments. These Bylaws may be altered, amended or repealed by a majority vote of the shareholders entitled to vote thereon at any regular or special meeting duly convened after notice to the shareholders of that purpose. The Board of Directors shall not have authority to adopt or change a Bylaw on any subject that is committed expressly to the shareholders by any provision of the Statute. Subject to those exceptions, the Board of Directors may,

by majority vote, adopt, amend or repeal any of these Bylaws, subject to the power of the shareholders to change such action.

EXHIBIT 2

NETCARRIER TELECOM, INC.

BALANCE SHEET

REDACTED

This Exhibit is provided under Confidential Seal.

RECEIVED

FEB 04 2010

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

EXHIBIT 3

ASSET PURCHASE AGREEMENT

REDACTED

This Exhibit is provided under Confidential Seal.

Due to the voluminous nature of the Asset Purchase Agreement, schedules and exhibits are not attached hereto, but are available upon request.

RECEIVED
FEB 04 2010
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT 4

**SNIP LINK, LLC
ABANDONMENT PLAN**

RECEIVED

FEB 04 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SNIP LINK, LLC
ABANDONMENT PLAN
SUBMITTED PURSUANT TO §63.306(b)

(1) Identification of telecommunications services to be abandoned or curtailed.

SNiP will abandon the provisioning of the retail local and long distance services currently provided under its CPC issued in Docket No. A-310820/A-310820F0002 that will be transferred to NetCarrier. These services will continue to be provided by NetCarrier Telecom, Inc. ("NetCarrier") under its CPC without interruption immediately following the proposed Transaction.

(2) An explanation of the reasons for abandonment of service.

Service is being abandoned under SNiP's CPC due to the sale of its assets and customer base to NetCarrier. NetCarrier will continue to provide the same services, at the same rates, terms and conditions, to those customers without interruption.

(3) Outline of procedures used to facilitate continuation of service for its affected customers.

See items (1) and (2) above. All services currently provided by SNiP will continue to be provided without interruption by NetCarrier. Therefore, the proposed abandonment will not deprive the public of necessary telecommunications services.

(4) The notices required by this section.

A copy of the customer notice is provided in *Exhibit 5*. A copy of the Industry abandonment notice is provided in *Exhibit 6*. The NANPA abandonment notice is not applicable because NetCarrier will be assuming SNiP's customers and numbering resources.

(5) A list of current customers that will be abandoned.

SNiP has a total of 84 local and local/long distance bundle business customers and 188 stand-alone presubscribed residential long distance customers who will be affected by the Transaction. A list of

the customers is confidential, and can be provided upon request.

(6) The abandonment notice that is to be sent to customers.

See *Exhibit 5*. Because SNIIP's customers will be transferred to NetCarrier and will not lose service, the customer notice does not follow the precise form prescribed in §63.306(e), but does satisfy the requirements set forth in 47 C.F.R. §64.1120(e)(3) regarding subscriber base transfers. To the extent necessary, Applicants request a waiver of the subsections of §63.306(e) that require customers to be notified of a "loss" of their local telephone service and the need to take action to avoid such a loss. As set forth in the customer notice, Customer's will be informed that they need take action only if they wish to switch to a service provider(s) other than NetCarrier.

(7) The beginning and ending dates for the period in which customers are to shop and select a new LSP.

Customer notice will be mailed on February 3, 2010. Customers will be given 30 days to select an alternative carrier(s) if they do not wish their service to be transferred to NetCarrier. Customers who do not choose an alternative carrier within that time period will be transferred to NetCarrier, pending regulatory approvals.

(8) The beginning and ending dates for the customer migration period when the business arrangement are to be completed for the transfer of service to the new LSP.

See Item (7) above. Customers will be migrated seamlessly from SNIIP to NetCarrier immediately following consummation of the Transaction and should be completed within 30 days.

(9) A proposed exit date.

The exit date will follow the transfer of all customers, which will occur as soon as possible following Commission approval. The Applicants will notify the PUC once all customers have been transferred.

(10) Contact names and telephone numbers for program manager, the regulatory contact, etc.

SNiP's Program Manager for the abandonment is:

Peter Cava, Jr.
President
SNiP LiNK, LLC
100-A Twinbridge Drive
Pennsauken, NJ 08110
Tel: 856-903-1001
Fax: 856-903-2900
pcava@snipmail.net

SNiP's Regulatory Contact is:

Joseph J. Giacomelli
VP Carrier Relations
SNiP LiNK, LLC
100-A Twinbridge Drive
Pennsauken, NJ 08110
Tel: 856-903-1001
Fax: 856-903-2900
pcava@snipmail.net

(11) If applicable, the arrangements made for an acquiring carrier.

SNiP's customers will be served by NetCarrier, unless they choose an alternative carrier.

(12) The procedures taken with NANPA to transfer NXX codes or thousand number blocks.

This will be a 2 phase project.

Phase 1: Customer numbers will be ported from SNiP to NetCarrier as they are migrated to the NetCarrier switch platform(s).

Phase 2: Upon completion of the customer migration, the ownership of the NXX codes or thousand number blocks will be transferred to the appropriate NetCarrier OCN(s). Since all SNiP LiNK Rate Centers are pooled, this part of the project can be managed solely through the Pooling Administration System (PAS) per the Central Office Code (NXX) Assignment Guidelines (COAG), Section 7.0 - Criteria for the Transfer of Central Office Codes.

(13) The name of the NSP and current customer serving arrangement.

NetCarrier will be the NSP and will serve the transferred local customers via their own switching platform and UNE loops leased from Verizon. Long distance customers will be served via resale.

(14) A list of customer names and contact information with the abandoning LSP is the only provider of facilities to a customer or group of customers.

Since the services provided by SNIIP will continue to be offered by NetCarrier, no customers or group of customers will lose their current services; therefore, customer names and contact information, which the Applicant's regard as proprietary information, should not be pertinent. However, this information can be provided as confidential information upon request.

(15) The number of customers to be impacted by the abandonment.

Approximately 84 local and local/long distance bundle business customers and 188 stand-alone presubscribed residential long distance customers will be affected by the Transaction.

(16) The details of a transfer of assets or control that requires Commission approval.

See Joint Application for Authority to Transfer Assets and Customers.

(17) A request to modify or cancel tariffs.

After consummation of the Transaction and following all transitional activities, SNIIP will request that its tariffs be cancelled. Customers will receive service pursuant to the tariffs of NetCarrier, which will incorporate SNIIP's rates, terms, and conditions into its tariffs.

(18) A plan for processing customer deposits, credits and termination liabilities or penalties.

There will be no need to refund customer deposits or process credits, termination liabilities or penalties, since all services will continue to be offered under the same rates, terms and conditions by NetCarrier. All customer deposits will be transferred to NetCarrier upon consummation of the Transfer.

(19) A plan for unlocking E-911 records.

All of LATA 228 E-911 is managed via a 3rd party - Intrado, Inc. SNIIP will issue an "Unlock" request for all SNIIP PA TN E-911 records via the automated web GUI integrated into the SNIIP OSS

(20) A plan for maintaining toll free telephone access to an abandoning LSP's call center so that a customer is able to contact the LSP to inquire about or dispute final bills and refunds.

All customers will continue to reach customer service through the existing 800 number(s) that is currently used by SNIIP until the transfer is complete, or they may call NetCarrier's toll free number. Further, there will be no "final bills" or refunds, since service will continue to be provided by NetCarrier.

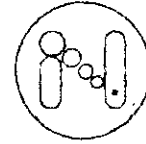
EXHIBIT 5

CUSTOMER NOTICE



100-A Twinbridge Drive
Pennsauken, NJ 08110-4207

Address Service Requested



RECEIVED netcarrier

FEB 04 2010

1454001355 PRESORT MAAD P1 C9
1355 1 MB 0.382



SENTRY AEROSPACE
708 GINESI DRIVE
MORGANVILLE NJ 07751-1216

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

February 3, 2010

IMPORTANT NOTICE REGARDING YOUR TELECOMMUNICATIONS SERVICES

Dear SNiP Customer,

I am pleased to share with you some exciting news about your telecommunications services. As a result of an agreement on February 1, 2010 between SNiP LINK, LLC ("SNiP") and NetCarrier Telecom, Inc. ("NetCarrier"), beginning on or about March 5, 2010 your local, long distance and data communication services formerly provided by SNiP will be provided by NetCarrier, subject to certain regulatory approvals.

NetCarrier, like SNiP, has been a leading regional provider of cutting edge telecommunications and data solutions since 1996. Like SNiP, they also have been committed to consistently exceeding the expectations of the most demanding telecommunications consumers. Because of the great similarities between our companies, I believe that this transition meets the goals and values that we at SNiP have always strived toward in our relationships with our valued customers and partners. As a result of this agreement, NetCarrier will become one of the largest independent telecommunications companies servicing New Jersey, Delaware and the Philadelphia Metropolitan area.

No action on your part is required.

The transfer of your services from SNiP to NetCarrier will require no action on your part. As a NetCarrier customer, your telephone numbers will remain unchanged and you will continue to receive your same services at the same rates, terms and conditions of your existing contract with SNiP or effective tariffs on file with the Federal Communications Commission or your state's public utility commission. It is not anticipated that the transfer of your services to NetCarrier will cause you to incur any carrier change charges, but if it does, NetCarrier will pay them. Notice of any future changes in rates, terms and conditions of service will be provided to you as required by the terms of your existing contract, laws and regulations, including an adherence to any advance notice requirements.

You have the right to select another carrier, subject to any termination charges agreed to in your current SNiP contract. If you do want to select another service provider, you should contact that provider directly. Assuming you do not transfer your service to another provider by March 5, 2010 NetCarrier will become your new telecommunications provider. *If you have placed a "freeze" on your SNiP services to prevent their unauthorized transfer to another carrier, it will be automatically lifted to implement the seamless transfer to NetCarrier.* If this is the case you will need to contact your local service provider to arrange a new freeze after the transfer.

We have established a special toll free number to call with any questions you may have regarding the transfer, (1-888-878-5111). Please continue to use your current customer service contact information with SNiP until further notice.

Thank you for being a loyal SNiP customer and we look forward to working together with NetCarrier to insure that we continue to meet your communications needs.

Sincerely,

Pete Cava
President and Founder, SNiP

EXHIBIT 6
SNIP LINK, LLC
INDUSTRY ABANDONMENT NOTICE

This notice has not yet been issued, and will be submitted under separate cover once issued.

RECEIVED

FEB 04 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

NetCarrier Telecom, Inc. and SNiP LiNK, LLC

Docket # A-2010-_____

I hereby certify that I have on this day, the 4th day of February, 2010, served a true copy of the foregoing document(s) upon the participants, listed below, in accordance with the requirements of §5.14 (relating to service by a participant):

Office of Consumer Advocate
555 Walnut Street2
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of the Attorney General
Office of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Dated this 4th day of February, 2010.

For Shipping Department
Technologies Management, Inc.
2600 Maitland Center Parkway, Suite 300
Maitland, FL 32751

Telephone: (407) 740-8575

RECEIVED
FEB 04 2010
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1-800-742-5877) or visit ups.com®.

s, there is no weight limit for envelopes
correspondence, urgent documents, and
S Next Day Air service is selected, UPS
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rates for the applicable weight.

ommended for shipments of electronic media
information.

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enclose.

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or UPS 2nd Day Air service
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using this envelope a
or to ship to another
flap above.

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business practices worldwide.
is made from 100% recycled
able and recyclable.

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I: B52
HARRISBURG PA 17120-1005
400 NORTH ST
PUBLIC

TO: MCNULTY, J. PUC (MCNULTY, J.)
Agency: PUC
Floor:
External Carrier: UPS

2/5/2010 9:09:57 AM

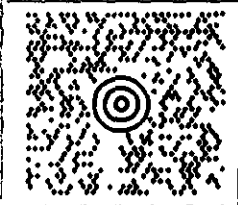
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SHIPPING DEPARTMENT
(407) 740-8676
TECHNOLOGIES MANAGEMENT, INC.
2600 MATTLAND CENTER PARKWAY
MATTLAND FL 32751

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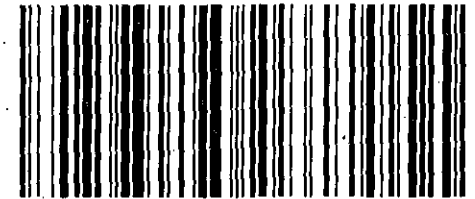
SHIP TO:
JAMES J. MCNULTY, SECRETARY
PA PUBLIC UTILITY COMMISSION
ROM N201
400 NORTH STREET
COMMONWEALTH KEYSTONE BLDG.
HARRISBURG PA 17120



PA 171 9-20



UPS NEXT DAY AIR SAVER 1P
TRACKING #: 1Z 375 062 13 6964 7426



BILLING: P/P

REF 1:7250

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