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TELESPHERE
BUSINESS TELECOMMUNICATIONS SIMPLIFIED

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November 29, 2011 2011 DEC 19 A 9:11

AZ CORP COMMISSION
DOCKET CONTROL

Via Federal Express

Arizona Corporation Commission
DOCKETED

DEC 19 2011

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007-2927

DOCKETED BY 

Re: In the Matter of Telesphere Access, LLC filing of Performance Bond in compliance with Docket No. T-20675A-09-0214 Decision #72553

To Whom It May Concern:

Pursuant to the Arizona Corporation Commission's November 1, 2011 order, Telesphere Access, LLC ("Telesphere") is providing an original and thirteen (13) copies of the required Performance Bond prior to the required filing date of December 22, 2011.

Please advise if the Commission would like any further information regarding this filing.

Respectfully submitted,



Clark Peterson
Chief Executive Officer, Telesphere Networks Ltd.

cc: Brian Bozzo, Manager Compliance and Enforcement
Michael Targett

Performance Bond

RECEIVED

Bond No. [REDACTED]

2011 DEC 19 A 9:11

KNOW ALL MEN BY THESE PRESENTS, that we, TELESPHERE ACCESS, LLC, as Principal, (hereinafter called the "Principal"), and International Fidelity Insurance Company, (hereinafter called the "Surety"), are held

firmly bound unto ARIZONA CORPORATION COMMISSION as Oblige, (hereinafter called the "Obligee"), in penal sum of

CORP COMMISSION DOCKET CONTROL

Two Hundred Thirty Five Thousand and 00/100 Dollars, (\$ 235,000.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige dated the 24th day of August, 2011 (hereinafter called the "Contract"), which Contract is incorporated herein by reference and,

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Oblige for any and all loss that the Oblige may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED that:

1. The term of this bond is for the period commencing 11/22/2011 and expiring on 11/22/2012, unless released by the Oblige prior thereto. However, the term of this bond may be renewed for an additional one-year period by the issuance of a Continuation Certificate by the Surety. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount set forth in this bond or in any additions, riders or endorsements properly issued by the Surety as supplements thereto.
2. Neither nonrenewal by the Surety nor failure of the Principal to provide the Oblige with a replacement bond shall constitute default under this bond.
3. Surety shall notify both the Principal and Oblige in writing at least ninety (90) days prior to the initial or subsequent expiration date of this bond of its intent not to issue a Continuation Certificate.
4. In the event the Principal shall be declared by the Oblige to be in default under the Contract, the Oblige shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address in stated in Section six below. Neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any continuation thereof.
5. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or to tender to the Oblige funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
6. The Oblige's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
7. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to:

The Surety at: One Newark Center, Newark NJ 07102

9237 E. Via de Ventura, Suite 250

The Principal at: Scottsdale, AZ 85258

The Oblige at: 1200 W. Washington Street Phoenix, AZ 85007

SIGNED, SEALED AND DATED this 22nd day of November, 2011

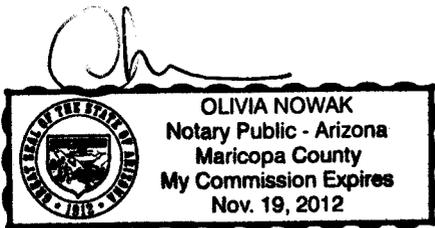
Principal: TELESPHERE ACCESS, LLC

By: [Signature]

Title: CFO

Surety: International Fidelity Insurance Company

By: [Signature], Attorney-In-Fact
Trinity Garcia

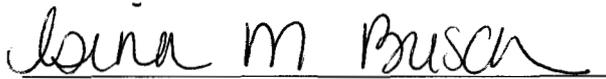


ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 22nd day of November, 2011, before me, Gina M. Busch, a Notary Public, within and for said County and State, personally appeared Triniy Garcia to me personally known to be the Attorney-in-Fact of and for International Fidelity Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

TRINIY GARCIA, CHRISTINA L. SANDOVAL, COLLEEN F. HENEHAN, MARCIA K. CESAFSKY,
CHRISTOPHER P. TROHA, PATRICIA M. DOYLE

Chicago, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



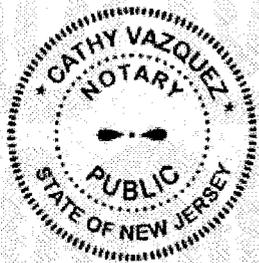
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of November, 2011.

Assistant Secretary