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09-602-TP-ACE

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July 17, 2009

VIA OVERNIGHT DELIVERY

Renee J. Jenkins
Director of Administration
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793
(614) 466-3016

RECEIVED-DOCKETING DIV
2009 JUL 20 AM 9:42
PUCO

Re: Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC
CLEC & CTS – ACE Certification

Dear Ms. Jenkins:

Enclosed please find for filing an original and seven (7) copies of Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC's Telecommunications Application Form for Routine Proceedings, along with the Telecommunications Supplemental Application Form for Carrier Certification and required exhibits.

A Motion for Protective Order for information contained in Exhibit J to its Application, which is filed herein under seal.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

Lance J.M. Steinhart
Attorney for Tennessee Telephone Service, LLC
d/b/a Freedom Communications USA, LLC

Enclosures

cc: Matt Davis

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC To Provide Competitive Facilities-Based and Resold Local and Interexchange Services throughout the State of Ohio)

TRF Docket No. 90-

Case No. 00-602-TP-ACE

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Tennessee Telephone Service, LLC
DBA(s) of Registrant(s) d/b/a Freedom Communications USA, LLC
Address of Registrant(s) 220 Creekside Drive, Dickson, Tennessee 37035
Company Web Address www.freecomusa.com

Phone (615) 446-2010 Fax (615) 446-9207

Regulatory Contact Person(s) Matt Davis, Chief Executive Officer
Regulatory Contact Person's Email Address mattdavis@freecomusa.com

Contact Person for Annual Report Matt Davis, Chief Executive Officer
Address (if different from above)

Phone (615) 446-2010

Consumer Contact Information Jeannie Hutchison, Manager
Address (if different from above)

Phone (877) 739-9900

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)		
Other* (explain)				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

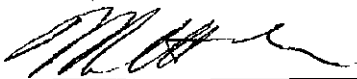
Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 10, 2009 at Dickson, Tennessee

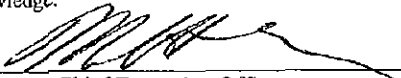


Matt Davis, Chief Executive Officer April 10, 2009

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Matt Davis, verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.



*Matt Davis, Chief Executive Officer

April 10, 2009

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Tennessee Telephone)
Service, LLC d/b/a Freedom Communications USA, LLC)
To Provide Competitive Facilities-Based)
and Resold Local and)
Interexchange Services throughout the State of Ohio)

Case No. ___ - ___ -TP -

Name of Registrant(s) Tennessee Telephone Service, LLC
DBA(s) of Registrant(s) d/b/a Freedom Communications USA, LLC
Address of Registrant(s) 220 Creekside Drive, Dickson, Tennessee 37035

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☒ Interexchange Tariff¹

☒ Local Tariff¹

☒ Carrier-to-Carrier (Access) Tariff

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

☐ Service provisioned via Resale

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the proposed
market area

☒ Explanation of how the proposed
services in the proposed market
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the
applicant intends to serve

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State² &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

¹ Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

² Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

If this company has been previously certified in the State of Ohio, include that certification number

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):

- ☒ Verification of compliance with any affiliate transaction requirements

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☒ retail tariffs ☒ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation

(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on April 10, 2009

at Dickson, Tennessee


Matt Davis, Chief Executive Officer
(Signature and Title)

April 10, 2009
(Date)

LIST OF EXHIBITS

EXHIBIT A – Copy of applicants proposed tariffs

EXHIBIT B - Description of proposed services

EXHIBIT C – Statement about the provision of CTS services

EXHIBIT D– Description of the proposed Market Area

EXHIBIT E – Explanation of how the proposed services in the proposed market area are in the public interest

EXHIBIT F – Description of the class of customers (e.g., residence, business) that the applicant intends to serve

EXHIBIT G - Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio

EXHIBIT H -Certification from Ohio Secretary of State and Certificate of Good Standing

EXHIBIT I– Summary describing Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC's current financial condition, liquidity and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application

EXHIBIT J - Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

EXHIBIT K – Documentation to support the applicant's cash and funding sources

EXHIBIT L – Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering (s) and proposed service area

EXHIBIT M -List of names, addresses, and phone numbers of officers and directors, or partners

EXHIBIT N – Documentation indicating the Applicant's corporate structure and ownership

EXHIBIT O - Information regarding any similar operations in other states

EXHIBIT P – Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP

EXHIBIT Q – Verification of compliance with any affiliate transaction requirements

EXHIBIT R – Explanation as to which service areas company currently has an approved interconnection or resale agreement

EXHIBIT S – A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection and offering of services to end users

EXHIBIT T – Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone

EXHIBIT U – Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)

EXHIBIT V– A sample copy of the customer bill and disconnection notice the applicant plans to utilize

EXHIBIT W– Provide a copy of any customer application form required in order to establish residential service, if applicable

**EXHIBIT X– For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve (Use spreadsheet from:
http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)**

EXHIBIT Y– If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

EXHIBIT A – Copy of applicants proposed tariffs

Detariffed services are regulated but not required to be filed in a tariff.

RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
COMPETITIVE LOCAL EXCHANGE SERVICES
IN THE STATE OF OHIO

As Approved in Case No. 09- -TP-ACE

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

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Dickson, Tennessee 37035

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220 Creekside Drive
Dickson, Tennessee 37035

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Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

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As Approved in Case No. 09- -TP-ACE

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive local exchange service by Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC ("the Company") in the calling areas defined herein.

The provision of services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

As Approved in Case No. 09- -TP-ACE

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

- | | |
|---|---|
| C | To indicate changed regulation. |
| D | To indicate discontinued rate or regulation. |
| I | To indicate increased rate. |
| M | To indicate a move in the location of text. |
| N | To indicate new rate or regulation. |
| R | To indicate reduced rate. |
| S | To indicate reissued matter. |
| T | To indicate a change in text but no change in rate or regulation. |

As Approved in Case No. 09- -TP-ACE

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

EXPLANATION OF TERMS

ADVANCE PAYMENT

A payment that may be required by a local service provider as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

AUTHORIZATION CODE

A numerical code assigned to a Customer to enable the Company to identify the origin of the call so it may rate and bill the call.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

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EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

An operating office of the incumbent competitive local exchange company where connections are made between telephone exchange lines.

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

DEPICING

DePICing service limits the Company's customer's toll access to 101XXXX and 0- dialing until the customer selects a different provider or until the toll service provider requests removal of the dePICing service.

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

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EXPLANATION OF TERMS (cont'd)

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

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EXPLANATION OF TERMS (cont'd)

LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LOCAL CALL

Any call for which an additional charge, *i.e.* , toll charge, is not made to the calling or called party.

LONG DISTANCE CALL

Any telephone call to a destination outside the local calling area, whether inter-LATA or intra-LATA, and for which there is a charge beyond that for basic service.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

MOVE

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

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EXPLANATION OF TERMS (cont'd)

PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

RATE CENTER

Company-designated service locations from which service is rendered or rated.

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EXPLANATION OF TERMS (cont'd)

RECURRING CHARGES

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

SERVICE COMMENCEMENT DATE

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

SERVICE ORDER

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

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EXPLANATION OF TERMS (cont'd)

TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

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Dickson, Tennessee 37035

EXPLANATION OF TERMS (cont'd)

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

UNDERLYING CARRIER

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

USER

A customer or any other person authorized by a Customer to use service provided under this Tariff.

As Approved in Case No. 09- -TP-ACE

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Dickson, Tennessee 37035

1. Competitive Local Exchange Service Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. AT&T Ohio and Verizon are the underlying incumbent local exchange carriers.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from AT&T Ohio on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

- A Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Business Customer will be required to execute any other documents as may be reasonably requested by the Company.

1. Competitive Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- B Business Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Business Customer. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- F The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

1. Competitive Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1.3 Notification of Service Affecting Activities

- A The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

1. Competitive Local Exchange Service Regulations (cont'd)

1.4 Provision of Services

- A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Service installation shall be completed within five business days after a service order is placed. Company will credit in accordance with 4901:1-5-16 for delayed install, missed install or repair appointments and commitments.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

1. Competitive Local Exchange Service Regulations (cont'd)

1.4 Provision of Services (cont'd)

E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

F At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1. Competitive Local Exchange Service Regulations (cont'd)

1.5 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is in accordance with OAC 4901:1-5-16. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

1. Competitive Local Exchange Service Regulations (cont'd)

1.6 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.6.1 Temporary Suspension for Maintenance

A The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable, at times that will cause the Customer the least inconvenience.

When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.6.2 Credit Allowance for Interruptions

A Interruptions of 24 hours or more, which are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer, are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

B For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.

1. Competitive Local Exchange Service Regulations (cont'd)

1.6 Interruptions in Service (cont'd)

1.6.3 Limitations on Credit Allowances

A No credit allowances will be made for:

(i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer;
and

(ii) interruptions that are restored less than 24 hours after the interruption is reported or discovered by the Company.

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

1. Competitive Local Exchange Service Regulations (cont'd)

1.7 Obligations of the Customer

A The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

1. Competitive Local Exchange Service Regulations (cont'd)

1.7 Obligations of the Customer (cont'd)

1.7.1 Claims

A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

1. Competitive Local Exchange Service Regulations (cont'd)

1.7 Obligations of the Customer (cont'd)

1.7.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

1. Competitive Local Exchange Service Regulations (cont'd)

1.7 Obligations of the Customer (cont'd)

1.7.3 Interconnection of Facilities

A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing competitive local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.

B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.

C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1. Competitive Local Exchange Service Regulations (cont'd)

1.7 Obligations of the Customer (cont'd)

1.7.4 Inspections

A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. These inspections are to be completed within a time agreeable by both parties. No credit will be allowed for any interruptions occurring during such inspections.

B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements

A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Any objections made to the Company will be processed in accordance with O.A.C. 4901:1-5.

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1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements (cont'd)

1.8.1 Deposits

A Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service will be in accordance with Rule 4901:1-17-04.

B The deposit will not exceed an amount equal to two month's average monthly bill for all regulated competitive local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

C Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the Company; or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.

D Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements (cont'd)

1.8.2 Refund of Deposits

A A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms" and below, of telephone service invoices. A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply the deposit as a credit to the customer's account.

B When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply the deposit as a credit to the Customer's account.

1.8.3 Interest to Be Paid on Deposits

A Interest will be paid on in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- (i) by credit to the customer's account once annually;
- (ii) by payment to the Customer upon request, once annually;
- (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
- (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements (cont'd)

1.8.3 Interest to Be Paid on Deposits (cont'd)

All requirements for establishment of credit will be consistent with Rules 4901:1-17 and 4901:1-5-13 & 14 of the Commission's Minimum Telephone Service Standards.

1.8.4 Bills and Collection of Charges

A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.

B All service, monthly recurring charges and non-recurring charges are due and payable within 14 days of the post mark on the bill, provided however, that installation charges may be spread out over 3 months.

C The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.

D For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

E A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements (cont'd)

1.8.4 Bills and Collection of Charges (cont'd)

F A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. The Company may waive the returned check charge under appropriate circumstances.

G If Customer chooses to place information services provider (ISP) calls or receives calls via a non-Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

H The Company's bills and billing practices will be consistent with MTSS Rule 4901:1-5-15.

1.8.5 Disputed Bills

A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

1. Competitive Local Exchange Service Regulations (cont'd)

1.8 Payment Arrangements (cont'd)

B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

Tennessee Telephone Service, LLC d/b/a Freedom Communications
USA, LLC
220 Creekside Drive
Dickson, Dickson 37035
(877) 739-9900

Ohio Public Utilities Commission
180 E. Broad Street
Columbus, OH 43215
Toll Free: (800) 686-7826

D If you have a complaint that is not resolved after you have called the Company or for general utility information, residential and business customers may contact the Ohio Public Utilities Commission for assistance at 1 -800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

E Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

The Company will not collect attorney fees or court costs from Customers.

1. Competitive Local Exchange Service Regulations (cont'd)

1.9 Discontinuance of Service

1.9.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Customer upon written notice of disconnection, postmarked at least seven days prior to the date of disconnection of service and no sooner than fourteen days after the due date of the bill without incurring any liability for the following reasons:

- (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
- (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
- (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
- (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

All requirements for discontinuance of service by the company will be consistent with 4901:1-5-17 of the Commission's Minimum Telephone Service Standards.

1. Competitive Local Exchange Service Regulations (cont'd)

1.9 Discontinuance of Service (cont'd)

1.9.1 Discontinuance of Service by the Company (cont'd)

B The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:

- (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
- (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
- (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.

C The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for any service(s) as requested by the Customer up to discontinuance of service.

D Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

1. Competitive Local Exchange Service Regulations (cont'd)

1.9 Discontinuance of Service (cont'd)

1.9.1 Discontinuance of Service by the Company (cont'd)

- D For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
- E The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
 - (i) Disconnection notices issued by the Company pursuant to Rule 4901:1-5-17, O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- F The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- G Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

1. Competitive Local Exchange Service Regulations (cont'd)

1.9 Discontinuance of Service (cont'd)

1.9.2 Discontinuance of Service by Customer

Cancellation by the customer will be in accordance with the Company's Service Requirements Form, Page 2 and in compliance with O.A.C. 4901:1-5.

1. Competitive Local Exchange Service Regulations (cont'd)

1.10 Restoral of Service

- A When Customer's service has been permanently disconnected in accordance with this tariff and the service has been finalized through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- B Unless prevented by circumstances beyond the company's control or unless a subscriber requests otherwise, the company shall reconnect previously disconnected service by five p.m. on the next business day following either:
- (1) Receipt by the company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the company that conditions which warranted disconnection of service have been eliminated; or
 - (2) Agreement by the company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

Before restoring service under this rule, the company may not insist upon payment of any amount that has not been included on a notice of disconnection.

1. Competitive Local Exchange Service Regulations (cont'd)

1.11 Transfers and Assignments

- A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.12 Notices and Communications

- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other written communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.

1. Competitive Local Exchange Service Regulations (cont'd)

- D The Company or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notices set forth herein.

1.13 Promotional Offers

- A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.

1.14 Customer Service

- A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

2 Service Descriptions and Rates

General

- A Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC's local service enables the business Customer to:
- (i) receive calls from other stations on the public switched telephone network;
 - (ii) place calls to other stations on the public switched telephone network;
 - (iii) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
 - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

The Company will mirror the entire ILEC exchanges for both serving areas and local calling areas as stated in the tariffs of AT&T Ohio and Verizon.

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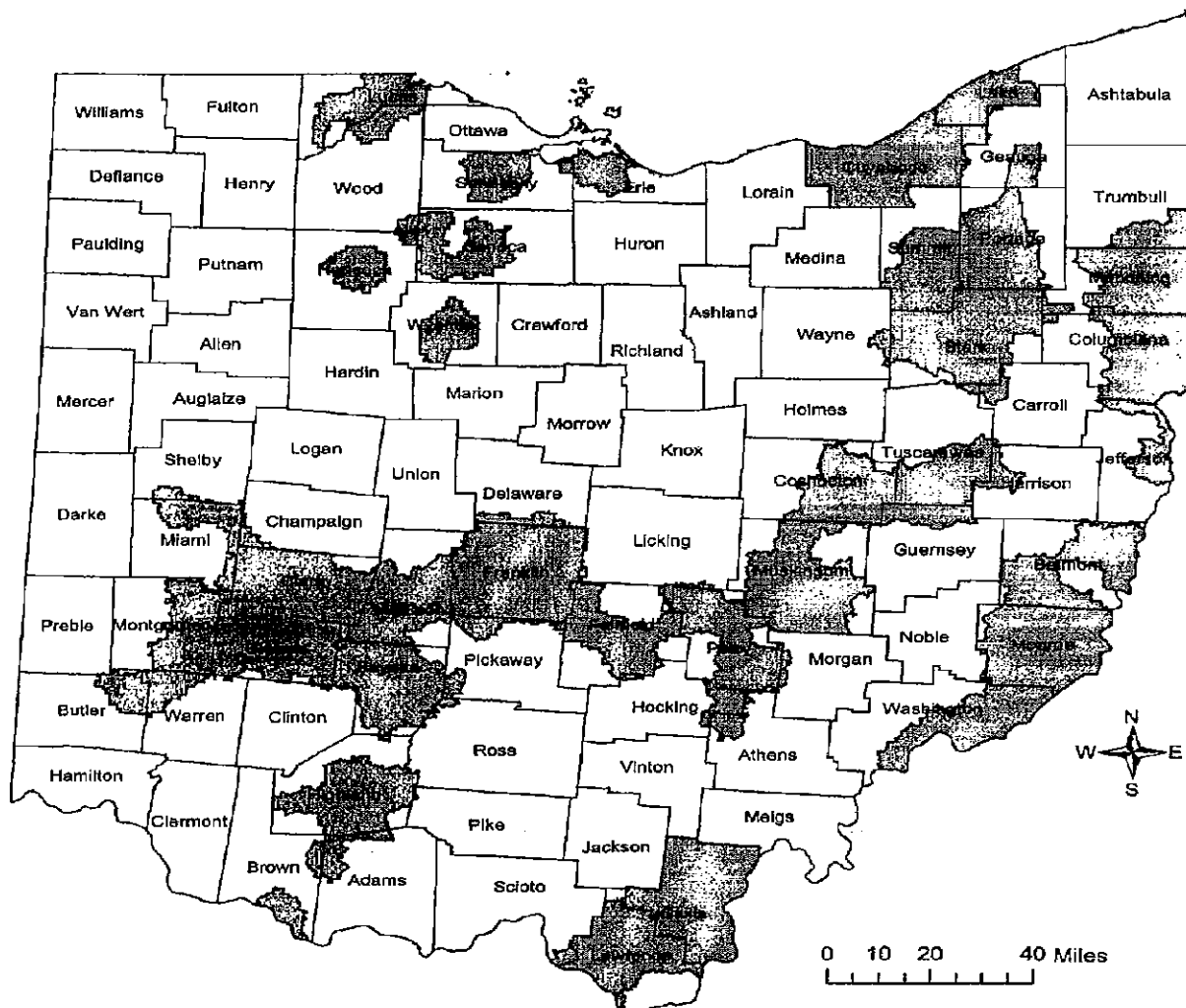
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2 Service Description and Rates (cont'd)

2.1 Proposed Service Area – AT&T

OHIO SERVICE AREA



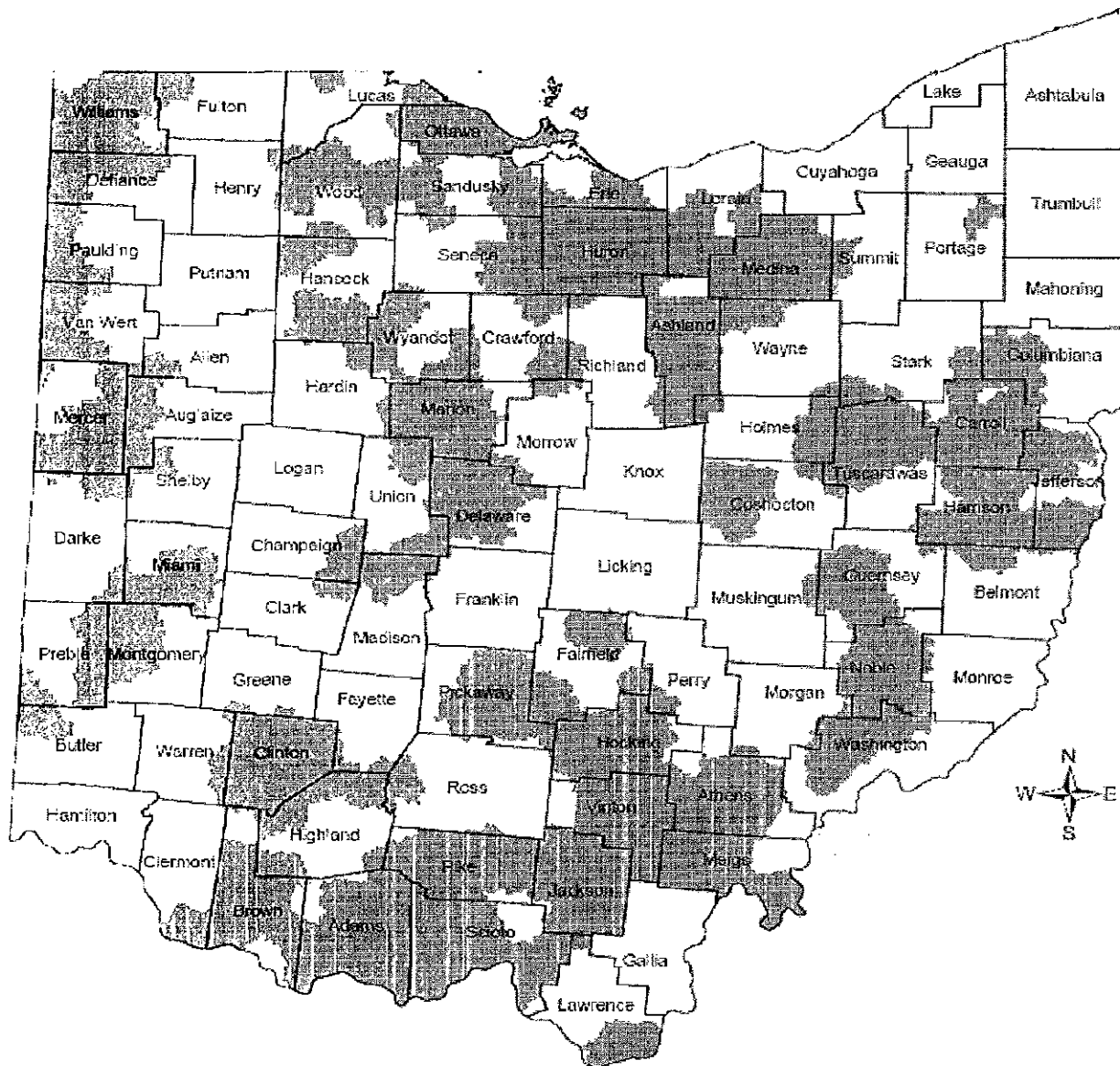
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2 Service Description and Rates (cont'd)

2.1 Proposed Service Area – Verizon



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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions

- A The Company's competitive local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

Caller ID with Name and Number

Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

Caller ID Blocking Per Line

Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

Caller ID Blocking Per Call

Provides blocking of delivery of the calling customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

Call Forward Don't Answer

Allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

Call Pick Up

This optional feature allows a call to be answered from a different line by dialing a code. All lines in the group must be equipped with this feature. The Customer can have an unlimited number of lines in a Call Pick Up group.

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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant.

Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

Consultation Hold

This temporary hold feature is inherent in Call Transfer and Three Way Calling. It is activated by depressing the switch hook.

Direct Connect Hotline

This optional feature allows a Customer to automatically dial a designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

Hunting

This standard feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

Speed Dial

This optional feature allows a Customer to designate up to six numbers to be called by dialing a code.

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2 Service Descriptions and Rates (cont'd)

2.2 Feature Descriptions (cont'd)

Speed Dial, Expanded

This optional feature allows Customer to designate up to thirty numbers to be called by dialing a code.

Speed Dial, Group

Allows up to five lines on a Customer's system to share a Speed Dial list. This can be either a six number or expanded speed dial list.

Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

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2. Service Description and Rates (cont'd)

2.3 Feature Package

The feature package allows the customer to select any combination or all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

Call Pick Up	Call Forward - Variable
Call Transfer	Three Way Conference Calling
Call Hold	Call Waiting
Speed Dial	

2.3.1 Rate

	Maximum Charge
Call Waiting	
Non Recurring Charge	\$20.00
Monthly Recurring Charge	\$11.00

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2 Service Description and Rates (cont'd)

2.4 Resold Business Line Service

- A Resold Business Line service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

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2 Service Description and Rates (cont'd)2.4 Resold Business Line Service (cont'd)2.4.1 Rates

Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

	Monthly Recurring Charge	Per Call Charge
Term Plan	Max.	Max.
Month to Month	\$75.00	\$.24
One Year	\$63.00	\$.24
Two Year	\$54.00	\$.24
Three Year	\$48.00	\$.24

Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

	Monthly Recurring Charge	Incremental Charge*
Term Plan	Max.	Max.
Month to Month	\$75.00	\$.036
One Year	\$75.00	\$.034
Two Year	\$75.00	\$.032
Three Year	\$75.00	\$.029

* Billing is in six second increments with an 18 second minimum.

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2 Service Description and Rates

2.5 Features

For feature descriptions, see Section 2.2 and feature rates, see Section 3.2

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2 Service Description and Rates (cont'd)

2.6 Installation Fees

- A A non-recurring installation fee will be assessed when a new line is added to a new or existing account. Customers will have the option to spread the installation fee over a three month period in accordance with O.A.C. 4901:1-5-7 (D).

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2 Service Description and Rates (cont'd)

2.7 Directory Listings

2.7.1 Description

Directory listing will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

(i) **Primary Listing.** A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;

(ii) **Additional Listings.** Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;

(iii) **Non-Published Listings.** Nonpublished listing are not printed in directories nor are they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.5.2 and 1.6;

(iv) **Non-Listed Numbers.** Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;

(v) **Foreign Listing.** A foreign listing is one which is published in a directory not in the Customer's immediate calling area;

(vi) **Extra Line Listings.** Provides additional information after a main or additional listings.

(vii) **Cross Reference Listing.** This provides a reference to another listing in the same directory.

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2 Service Description and Rates (cont'd)

2 Service Description and Rates (cont'd)

2.8 Directory Assistance

A The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.

B The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2.8.1 Rates

For all calls to directory assistance beyond the monthly allowance specified above, the following charge will apply per call:

\$1.00

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

\$.40

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2 Service Description and Rates (cont'd)

2.8 Directory Assistance

2.8.2 Directory Assistance Credits

A Credit will be given for calls to Directory Assistance as follows:

- (i) The Customer experiences poor transmission or is cut-off during the call; or
- (ii) The Customer is given the incorrect telephone number.

B To obtain credit, the Customer must contact its Customer Service representative.

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2 Service Description and Rates (cont'd)

2.9 Traditional Operator Services

2.9.1 General

A The Customer has the option of contacting the incumbent competitive local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent competitive local exchange operator to complete competitive local exchange telephone calls in the following manner:

(i) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;

(ii) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;

(iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;

(iv) Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;

(v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

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2 Service Description and Rates (cont'd)

2.10 Toll Disconnection

Please see section 1.10 for regulations pertaining to disconnection.

2.12.1 DePICing

Max.
\$5.00

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Business Local Exchange are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

3.1.1 AT&T Ohio Calling Areas

Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange lines per month for customers located in the AT&T Ohio Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas

A. Message Rate

Message Rate Service consists of a fixed monthly rate for usage packages which includes a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the customer's account for any other month that service is provided.

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	28.90	57.80

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	32.60	65.20

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas (cont'd)

A. Message Rate (cont'd)

Local Message Allowances and Charges

The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

Monthly Call Allowance	73
------------------------	----

The current charge per additional local message is \$0.16

The maximum charge per additional local message is \$0.16

Unless otherwise requested by the customer, where two or more message rate services of the same class and grade are furnished to a customer from the same central office at given premises, the local message allowance for the service involved is combined.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas

B. Measured Rate

1. Measured Rate Services

The local usage charges are based upon four measured elements, i.e., the total number of outgoing local messages, the distance and the duration of each local message and the time of day each local message is originated, subject to the following:

a. Distance

The charges for local messages vary based on the airline distance (i.e., rate mileage) between the rate centers of the central offices serving the calling and called stations.

b. Duration

(1) A charge applies for the initial minute, or fraction thereof, and for each additional minute, or fraction thereof.

(2) A local message is considered as starting at the time telephone communication is established between the calling station and the called telephone number.

(3) Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telephone network.

(4) Chargeable time does not include time lost because of faults or defects in the service.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas (cont'd)

B. Measured Rate (cont'd)

Monthly Recurring Service Charges

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	22.75	45.50

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	26.45	52.90

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas (cont'd)

C. Usage Rates

Per Minute Usage Charges - PEAK

Band	First Minute	Add'l Minute
A (10 miles)	0.0353	0.0088
B (22 miles)	0.0397	0.0132
C (999miles)	0.0442	0.0177

Per Minute Usage Charges – OFF-PEAK

Band	First Minute	Add'l Minute
A (10 miles)	0.0177	0.0044
B (22 miles)	0.0199	0.0066
C (999 miles)	0.0221	0.0089

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange Service (cont'd)

3.1.1 AT&T Ohio Calling Areas (cont'd)

C. Local Features

Feature	Business	Max Rate
Call Waiting	5.50	11.00
Call Forwarding (Variable)		
Standard	6.50	13.00
Speed Calling		
8-Number	6.00	
30-Number	6.10	
Three-Way Calling	6.50	
Caller ID Number	7.00	14.00
Caller ID Name ¹	3.50	7.00
Distinctive Ring, each line	N/A	
Automatic Busy Redial	5.50	
Automatic Callback	5.00	
Call Selector	4.00	
Call Return	5.50	
Call Screening	5.50	
Non-Published Service	3.50	7.00
Additional Listings, each	3.00	
Call Trace	7.00	14.00
<u>Per Use Local Features</u>		
Call Return	1.49	
Busy Redial	0.75	
Three-Way Calling	1.49	

¹ Caller ID Number must also be purchased

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas

Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

A. Flat Rate Calling Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) will be billed separately per minute.

	<u>Monthly Rate</u>	<u>Max Rate</u>
Individual Line	35.95	71.90

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

A. Flat Rate Calling Service (cont'd)

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
Rate Class 1	39.09	78.18
Rate Class 2	40.41	80.82
Rate Class 3	41.79	83.58
Rate Class 4	43.74	87.48
Rate Class 5	45.68	91.36
Rate Class 6	47.19	94.38

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

B. Usage Sensitive Charges and Allowances

Each call to a telephone number within the customer's exchange area is charged on a usage basis. Extended area usage rates apply to calls made to certain exchanges outside the customer's exchange area. Usage charges apply on customer-dialed station-to-station calls charged to the calling party. Where operator assistance is utilized, the usage charges apply in addition to the charge for operator assistance on local messages². The additional charge for operator assistance would apply if the calling party wants the call billed to another local telephone number.

Monthly Charges

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
Rate Class 1	15.64	31.28
Rate Class 2	16.16	32.32
Rate Class 3	16.74	33.48
Rate Class 4	17.64	35.28
Rate Class 5	18.65	37.30
Rate Class 6	24.09	48.18

² Operator Assistance for Local Messages: A special service charge applies for operator assistance on local calls. This service charge is in addition to the other usage rates for Usage Sensitive Service. Charge per call is \$.50.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

B. Usage Sensitive Charges and Allowances (cont'd)

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
Rate Class 1	23.45	46.90
Rate Class 2	24.25	48.50
Rate Class 3	25.07	50.14
Rate Class 4	26.24	52.48
Rate Class 5	27.41	54.82
Rate Class 6	30.16	60.32

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

B. Usage Sensitive Charges and Allowances (cont'd)

Usage Charges

	PEAK		OFF-PEAK ³	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Home Calling Area	0.0300	0.0100	0.0150	0.0050
Extended Service Area				
Area A (1-10 miles)	0.0700	0.0200	0.0350	0.0100
Area B (11-22 miles)	0.0900	0.0300	0.0450	0.0150
Area C (22+ miles)	0.1200	0.0400	0.0600	0.0200

³ 9:00 PM to 7:59 AM Monday through Friday, and all day Saturday, Sunday and Holidays

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

C. Verizon Local Features

Feature	Business	Max Rate
Call Waiting	2.50	5.00
Cancel Call Waiting	0.50	1.00
Call Forwarding (Variable)		
Standard	2.40	
Busy/No Answer	3.00	
Select Call Forwarding	5.00	
Speed Calling		
8-Number	2.00	
30-Number	3.30	
Three-Way Calling	3.40	
Caller ID Number	7.00	14.00
Caller ID Name ⁴		
Distinctive Ring, each line	6.00	
Do Not Disturb	5.00	
Fixed Call Forwarding		
Busy	1.00	
No Answer	1.00	

⁴ Caller ID Number must also be purchased

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

C. Verizon Local Features (cont'd)

Feature	Business	Max Rate
Busy No Answer	1.25	
Automatic Busy Redial	5.00	
Call Block	2.00	
Anonymous Call Block ⁵	n/a	
Priority Call	5.00	
*69	5.00	10.00
Non-Published Service	3.50	7.00
Additional Listings, each	3.00	
<u>Per Use Local Features⁶</u>		
Call Return	0.75	
Busy Redial	0.75	
Three-Way Calling	0.75	

⁵ Anonymous Call Block (ACB) is included at no charge with your Caller ID service. If you do not subscribe to Caller ID, ACB may be ordered separately for a monthly fee.

⁶ The maximum monthly charge is \$7.50 per line per local feature type.

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3 Competitive Local Exchange Service Price List (cont'd)

3.1 Standard Business Local Exchange (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

C. Verizon Local Features (cont'd)

Verizon Local Feature Packages - Business

1. Choice PAC

a. Choice PAC service offers a discount when the customer subscribes to three or more calling services as specified in b. following. If the number of services ordered is less than three or the customer removes a service or services such that the total subscribed to becomes less than three, the discount does not apply and the individual applicable rates apply. The service is available to single line business customers.

.b The following services are available for the Choice PAC offering:

Busy Redial	Do Not Disturb
*69	Select Call Forwarding
Call Block	Speed Dialing 8
Call Forwarding	Speed Dialing 30
Call Waiting/Cancel Call Waiting	Three-Way Calling
Caller ID	Priority Call
Caller ID – Number Only	Distinctive Ring

.c The following discount applies when a customer subscribes to three or more qualifying company calling services:

Business Service 30 % Discount

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Standard Residence Local Exchange Service

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

3.2.1 AT&T Ohio Calling Areas

A. Monthly Recurring Charges

The following charges apply to Standard Residential Local Exchange Service lines per month for customers located in the AT&T Ohio Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.1 AT&T Ohio Calling Areas (cont'd)

(I) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

<u>Individual Line</u>	<u>Current Rate</u>	<u>Max Rate</u>
	\$39.99	\$79.00

(II) Measured Rate Service

Customers subscribing to Measured Rate Service will pay a recurring service charge and a local usage per call charge. The Measured Rate Service Customer will be charged a per minute rate for all local calls placed from the Customer's line.

Monthly Recurring Service Charges

	<u>Measured Rate</u>	<u>Max Rate</u>
	27.49	39.99

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.1 AT&T Ohio Calling Areas (cont'd)

(II) Measured Rate Service (cont'd)

Per Minute Usage Charges - PEAK

Band	First Minute	Add'l Minute	Max Rate
A (10 miles)	0.0406	0.0104	0.0812
B (22 miles)	0.0406	0.0104	0.0812
C (999miles)	0.0406	0.0104	0.0812

Per Minute Usage Charges – OFF-PEAK

Band	First Minute	Add'l Minute	Max Rate
A (10 miles)	0.0203	0.0052	0.0406
B (22 miles)	0.0203	0.0052	0.0406
C (999 miles)	0.0203	0.0052	0.0406

(III) Message Rate Service

Message Rate Service consists of a fixed monthly rate for usage packages which includes a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the customer's account for any other month that service is provided.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.1 AT&T Ohio Calling Areas (cont'd)

(III) Message Rate Service (cont'd)

Monthly Recurring Service Charges

	Message Rate	Max Rate
	8.91	17.82

Local Message Allowances and Charges

The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

Monthly Call Allowance 30

The current charge per additional local message is \$0.16

The maximum charge per additional local message is \$0.16

Unless otherwise requested by the customer, where two or more message rate services of the same class and grade are furnished to a customer from the same central office at given premises, the local message allowance for the service involved is combined and the total usage allowance.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.1 AT&T Ohio Calling Areas (cont'd)

B. Local Features

Feature	Residential	Max Rate
Call Waiting	4.55	9.10
Call Forwarding (Variable)		
Standard	5.00	10.00
Speed Calling		
8-Number	4.00	
30-Number	4.00	
Three-Way Calling	5.00	
Caller ID Number	6.00	12.00
Caller ID Name ⁷	2.95	5.90
Distinctive Ring, each line	2.95	
Automatic Busy Redial	5.00	
Automatic Callback	5.00	
Call Selector	4.00	
Call Return	5.00	
Call Screening	5.00	
Non-Published Service	2.00	4.00
Additional Listings, each	2.00	
Call Trace	7.00	14.00
<u>Per Use Local Features</u>		
Call Return	1.49	
Busy Redial	0.75	
Three-Way Calling	1.49	

⁷ Caller ID Number must also be purchased

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas

A. Monthly Recurring Charges

The following charges apply to Standard Residential Local Exchange Service lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

With Flat Rate Service, the customer can make unlimited calls to locations within their base rate area for a fixed monthly charge. The base rate area includes their home exchange and any exchanges that are available for their area. Also, the zone rates in Section will apply to services located outside the base rate Area.

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	\$39.99	\$79.99

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas

B. Usage Sensitive Charges and Allowances

Each call to a telephone number within the customer's exchange area is charged on a usage basis. Extended area usage rates apply to calls made to certain exchanges outside the customer's exchange area. Usage charges apply on customer-dialed station-to-station calls charged to the calling party. Where operator assistance is utilized, the usage charges apply in addition to the charge for operator assistance on local messages. The additional charge for operator assistance would apply if the calling party wants the call billed to another local telephone number.

Monthly Charge

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	\$10.54	\$50.00

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

B. Usage Sensitive Charges and Allowances (cont'd)

Usage Charges

	PEAK		OFF-PEAK ⁸	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Home Calling Area	0.0300	0.0100	0.0150	0.0050
Extended Service Area				
Area A (1-10 miles)	0.0700	0.0200	0.0350	0.0100
Area B (11-22 miles)	0.0900	0.0300	0.0450	0.0150
Area C (22+ miles)	0.1200	0.0400	0.0600	0.0200

C. Zone Rates

I. Description

Zone rates are specified monthly charges for urban grades of exchange service which do not vary with the distance from the base rate area, and are available to customers located within a zone rate area. A zone rate area is that portion of an exchange area which is beyond the base rate area and contiguous thereto, or to another zone rate area of the same exchange within which specified urban grades of service are offered at zone rates. Zone rate areas for each zoned exchange area are defined on maps in 2.16 Section 2 of this tariff.

⁸ 9:00 PM to 7:59 AM Monday through Friday, and all day Saturday, Sunday and Holidays

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

C. Zone Rates (cont'd)

II. Regulations

Application of Rates

The zone rates set forth herein are applicable in all exchanges where zone rate areas have been established.

The zone rates listed in this section are in addition to the rates specified in Section 2 or in Section 2.1 of this tariff for the class and grade of urban exchange service offered and rendered, and apply to each main station.

Grades of Service

Zone rate area exchange service is limited to business and residence classes of individual line service and residence two-party and four-party line grade of service.

III. Rates

Grade of Service	Zone Rate Area A	Zone Rate Area A - Max Rate	Zone Rate Area B	Zone Rate Area B - Max Rate	Zone Rate Area C	Zone Rate Area C - Max Rate
Individual Line	\$1.08	\$3.24	\$2.15	\$6.45	\$3.25	\$9.75
Two-Party Line	.93	\$2.79	\$1.80	\$5.40	\$2.70	\$8.10
Four-Party Line	.45	1.35	.90	2.70	1.33	\$3.99

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans

I. Residential Local Package Extra⁹

A. Description

This service is only available to customers in the Verizon service areas. Residential Local Package Extra provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus a choice of any or all the following calling features:

*69	Distinctive Ring
Anonymous Call Block	Do Not Disturb
Busy Redial	Priority Call
Call Block	Select Call Forwarding
Call Forwarding	Speed Dialing 8
Call Waiting/ Cancel Call Waiting	Speed Dialing 30
Caller ID	Three-Way Calling

⁹ Services are offered where facilities permit.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans (cont'd)

I. Residential Local Package Extra (cont'd)

Residential Local Package Extra is only available on flat-rated single-line residential service. Residential Local Package Extra is not available with the following:

- any other package or bundled offering on the same line
- Lifeline Assistance
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

B. Rates

Monthly Recurring Charges

	<u>Rate</u>
Individual Line, each	\$ 44.95

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans

II. Residential Local Package¹⁰

A. Description

This service is only available to customers in the Verizon service areas. Residential Local Package provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus a choice of up to three of the following calling features:

*69	Distinctive Ring
Anonymous Call Block	Do Not Disturb
Busy Redial	Priority Call
Call Block	Select Call Forwarding
Call Forwarding	Speed Dialing 8
Call Waiting/ Cancel Call Waiting	Speed Dialing 30
Caller ID	Three-Way Calling

¹⁰ Services are offered where facilities permit.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans (cont'd)

II. Residential Local Package (cont'd)

Residential Local Package is only available on flat-rated single-line residential service. Residential Local Package is not available with the following:

- any other package or bundled offering on the same line
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

B. Rates

Monthly Recurring Charges

	<u>Rate</u>
Individual Line, each	\$27.95

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans (cont'd)

III. Residential Regional Package¹¹

A. Description

Residential Regional Package provides a combination of services available as a package to residential customers. A multiline customer can select a local package on one or more of their lines. Residential Regional Package is only available on flat-rated single-line residential service.

The following services are included in the package offering:

- I. Flat-rated Network Access Line
- II. Unlimited Direct-Dialed Intrastate IntraLATA Message Toll Telephone Service
- III. Service Ordering and Line Connection Charges associated with the initial order or for any subsequent changes to the service.

¹¹ Services are offered where facilities permit.

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans (cont'd)

III. Residential Regional Package (cont'd)

IV. Choice of any or all calling services listed below:

Call Waiting/Cancel Call Waiting
Caller ID
Speed Dialing 8
Speed Dialing 30
Three-Way Calling

V. Zone Rates

Residential Regional Package is not available with the following:

- any other package or bundled offering on the same line
- any measured or message rate services
- employee concession service
- ISDN Service
- Foreign Exchange Service

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

D. Calling Plans (cont'd)

III. Residential Regional Package (cont'd)

B. Rates

Monthly Recurring Charges

	Rate
Individual Line, each	\$49.95 ¹²

¹² The Residential Regional Packages price includes Voice Mail which is a deregulated product.

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

E. Verizon Local Features

Feature	Residential	Max Rate
Call Waiting	2.50	\$5.00
Cancel Call Waiting	0.50	\$1.00
Call Forwarding (Variable)		
Standard	0.75	
Busy/No Answer	3.00	
Select Call Forwarding	5.00	
Speed Calling		
8-Number	0.75	
30-Number	1.25	
Three-Way Calling	2.75	
Caller ID Number	7.00	\$14.00
Caller ID Name ¹³		
Distinctive Ring, each line	6.00	

¹³ Caller ID Number must also be purchased

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3 Competitive Local Exchange Service Price List (cont'd)3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

E. Verizon Local Features (cont'd)

Feature	Residential	Max Rate
Do Not Disturb	3.00	
Fixed Call Forwarding		
Busy	1.00	
No Answer	1.00	
Busy No Answer	1.25	
Automatic Busy Redial	5.00	
Call Block	2.00	
Anonymous Call Block ¹⁴	1.00	
Priority Call	3.00	
*69	5.00	\$10.00
Non-Published Service	2.00	\$4.00
Additional Listings, each	1.75	
<u>Per Use Local Features¹⁵</u>		
Call Return	0.75	
Busy Redial	0.75	
Three-Way Calling	0.75	

¹⁴ Anonymous Call Block (ACB) is included at no charge with your Caller ID service. If you do not subscribe to Caller ID, ACB may be ordered separately for a monthly fee.

¹⁵ The maximum monthly charge is \$7.50 per line per local feature type.

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3 Competitive Local Exchange Service Price List (cont'd)

3.2 Standard Residence Local Exchange Service (cont'd)

3.2.2 Verizon Calling Areas (cont'd)

F. Verizon Local Feature Packages - Residential

I. Feature Package Option B

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling,
*69 & Call Block

Residence Service \$ 9.00

II. Feature Package Option A

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling,
Speed Dailing-8, Distinctive Ring, Caller ID, Anonymous Call Block, Call
Waiting ID¹⁶, Busy Redial, *69, Call Block, Do Not Disturb, Select Call
Forwarding, & Priority Call

Residence Service 16.00

¹⁶ Where available.

3 Competitive Local Exchange Service Price List (cont'd)

3.3 Advanced Features

G. Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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3 Competitive Local Exchange Service Price List (cont'd)

3.3 Advanced Features (cont'd)

G. Direct Inward Dial (DID) Service (cont'd)

Verizon Service Areas

Monthly

DID Numbers

Block of 10 Numbers

Block of 100 Numbers

DID Trunk Termination

Non-Recurring

\$2.05

\$20.50

\$15.00

AT&T OHIO Service Areas

Monthly

DID Numbers

Block of first 20 numbers

Block of add'l 20 numbers

Individual DID number

DID Trunk Termination

Non-Recurring

\$3.20

\$3.20

\$0.25

\$19.00

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3 Competitive Local Exchange Service Price List (cont'd)

3.4 Insufficient Fund Charge \$25.00

3.5 Directory Assistance

A For all calls to local directory assistance beyond the monthly allowance of one call per month, the following charge will apply per call:

AT&T OHIO Service Areas	\$1.10 per call
Verizon Service Areas	\$1.10 per call

B For all requests for local Directory Assistance Call Completion, the following additional charge will apply:

\$0.35 per request

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3 Competitive Local Exchange Service Price List (cont'd)

3.6 Lifeline Program

3.6.1 General

- (A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.
- (B) Lifeline is supported by the federal universal service support mechanism.
- (C) Federal baseline support of eight dollars and twenty-five cents (\$8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer in Ohio is thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

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3 Competitive Local Exchange Service Price List (cont'd)

3.6.2 Regulations

(A) General

- (1) Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.
- (2) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified below.
- (3) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
- (4) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.

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3 Competitive Local Exchange Service Price List (cont'd)

(A) General (Continued)

- (5) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
- (6) The Federal Universal Service Charge will not be billed to Lifeline customers.
- (7) Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls.
- (8) At no time shall a customer's Lifeline rate go below zero.

3.6.3 Eligibility

- (A) Customers are eligible if they participate in at least one of the following programs:
Medicaid, Food stamps, Federal Public Housing Assistance, Supplemental Security Income, Low Income Home Energy Assistance Program, Temporary Assistance to Needy Families (TANF), or National School Lunch's free lunch program (NSL). Additionally, a customer with total gross annual income that does not exceed 135% of the federal poverty income guidelines may apply directly to the Public Utilities Commission of Ohio for Lifeline eligibility certification.
- (B) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

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3 Competitive Local Exchange Service Price List (cont'd)

Lifeline Program (Continued)

3.6.4 Certification

- (A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Ohio Lifeline eligible programs and identifying the qualifying program. The Lifeline credit will not be established until the Company has received such signed document. If the customer requests installation prior to the Company's receipt of such signed document, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.
- (B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
- (C) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

As Approved in Case No. 09- -TP-ACE
Issue Date: July 20, 2009

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

Effective Date:

3 Competitive Local Exchange Service Price List (cont'd)

Lifeline Program (Continued)

3.6.5 General

- (A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- (B) Service Charges are applicable for installing or changing Lifeline service.
- (C) Link-Up connection assistance may be available for installing or relocating Lifeline service.
- (D) The Service Change Charge is not applicable when existing service is converted intact to Lifeline.
- (E) The total Lifeline credit consists of one federal credit plus one (1) Company credit
 - (1) Federal credit

Monthly Credit

All programs, one per Lifeline service \$10.00

- (2) Company credit

All programs, one per Lifeline service \$ 3.50

As Approved in Case No. 09- -TP-ACE
Issue Date: July 20, 2009

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

Effective Date:

3 Competitive Local Exchange Service Price List (cont'd)

3.7 Link-Up Program

3.7.1 General

(A) Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996.

(B) Link-Up is supported by the federal universal service support mechanism.

(C) A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.

3.7.2 Regulations

(A) General

- (1) Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.
- (2) Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
- (3) The Link-Up credit is available each time the customer installs or relocates the primary residential service.
- (4) To receive the credit, proof of eligibility must be provided within 30 days after installation of service.

As Approved in Case No. 09- -TP-ACE
Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

3 Competitive Local Exchange Service Price List (cont'd)

- (5) The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.

(B) Eligibility

- (1) To be eligible for a Link-Up credit, a customer must be a current recipient of any one of the low income assistance programs set forth below:

Medicaid, Food stamps, Federal Public Housing Assistance, Supplemental Security Income, Low Income Home Energy Assistance Program, Temporary Assistance to Needy Families (TANF), or National School Lunch's free lunch program (NSL). Additionally, a customer with total gross annual income that does not exceed 135% of the federal poverty income guidelines may apply directly to the Public Utilities Commission of Ohio for Link-Up eligibility certification.

- (2) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

As Approved in Case No. 09- -TP-ACE
Issue Date: July 20, 2009

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

Effective Date:

3 Competitive Local Exchange Service Price List (cont'd)

Link-Up (Continued)

Regulations (Continued)

(C) Certification

- (1) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Link-Up program by signing a document certifying under penalty of perjury that the customer participates in one of the Ohio Lifeline eligible programs and identifying the qualifying program. The Lifeline credit will not be established until the Company has received such signed document. If the customer requests installation prior to the Company's receipt of such signed document, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.
- (2) The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.

3.7.3 Rates and Charges

- (A) The federal credit available for a Link-Up connection is thirty dollars (\$30.00) maximum or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less.

As Approved in Case No. 09- -TP-ACE
Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

4 Intrastate Interexchange Telecommunications Services

4.1 Undertaking of the Company

This tariff contains the regulations applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Ohio. All terms and conditions herein will comply with Ohio Minimum Telephone Service Standards. 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 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 may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

4.2 Service Offerings

A complete description of the intrastate interexchange telecommunications services, rates & terms and conditions that are offered by the Company can be found on the Company's website at www.freecomusa.com.

As Approved in Case No. 09- -TP-ACE
Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

5. Prepaid Local Exchange Service

5.1 Type of Service Offered

The Company provides switched, telephonic quality voice and data transmission services that enable Users to communicate on a real time basis between points within local calling areas in the State of Illinois, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

Local Exchange Service provides the Customer with a single, touchtone, voice-grade telephone communications channel that can be used to place or receive one call at a time. Standard Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. This service requires no customer depositor credit check and does not require all payments to be made in cash.

Most charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next three month's bills following work performed by the Company.

The Company's local exchange telephone service provides a customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access Telecommunication Relay Service;
- access to operator services
- access directory assistance
- place or receive 800/888 telephone calls
- access the interchanges carrier of choice that provides direct billing to the end-user for interLATA, intraLATA, interstate or international calling

The Company provides Deluxe Prepaid Package that is available to new residential customers. This plan includes unlimited local exchange service within the Customer's local exchange area and five features including:

- Caller ID
- Call Return
- Three Way Calling
- Call Waiting
- Call Forwarding

As Approved in Case No. 09- -TP-ACE

Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer

220 Creekside Drive

Dickson, Tennessee 37035

5. Prepaid Local Exchange Service (Cont'd.)

Also included in this plan is up to 250 minutes of free long distance per month provided by the Company or other service provider. Minutes in excess of the monthly quota will be charged at \$0.019 per minute in addition to an access surcharge of \$0.25.

5.2 Optional Features

Local Exchange Customers have access to optional features at an additional charge. A set-up fee applies when a Local Exchange Services subscriber requests connection to one or more customer calling features. These charges will not apply if the features are ordered at the same time as other work for the same customer account at the same premises. These features include:

	<u>Monthly Recurring Rate</u>
• Caller ID	\$10.00
• Three-way calling	\$5.00
• Call waiting	\$5.00
• Call forwarding	\$5.00
• Unpublished number	\$5.00
• Call Return	\$8.00
• Inside Wiring*	\$4.99
• Expanded Area Service	\$20.00

* Inside Wiring does not cover jack plates nor customer's equipment.

5.3 Prepaid Local Exchange Service Rates

5.3.1 Monthly Recurring Charges

- The monthly service charge includes local phone service only.
- Taxes, which are not included in the quoted rates.
- Any additional features added to the basic service

As Approved in Case No. 09- -TP-ACE
Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

5. Prepaid Local Exchange Service (Cont'd.)

5.3.2 Rates

(A) Residential Basic Line Service*

	<u>Monthly Recurring Rate</u>
First Line:	\$49.95 per month**
Each Additional Line:	\$49.95 per month**
Deluxe Prepaid Package	
First Line	\$59.95 per month**
Each Add'l Line	\$59.95 per month**

* Monthly charges include local exchange phone service only. A Connection charge applies when a Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC Residential Basic Flat Rate Local Exchange Services subscriber requests connection to one or more customer calling features after the initial establishment of service.

** Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC Prompt Pay Program listed below offers discounts for timely payments.

As Approved in Case No. 09- -TP-ACE

Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

5. Prepaid Local Exchange Service (Cont'd.)5.3 Prepaid Local Exchange Service Rates

5.3.2 Rates (Cont'd)

(B) Nonrecurring Charges

- (1) Installation charges apply and will be divided between each of the first three bills after commencement of service.
- (2) A reconnection charge will be applied to each number restored after a disconnection. If disconnected service is reconnected, there will be no guarantee that the same number can be retained. The charges are outlined in the price list.

Prepaid Local Exchange Installation Charge

	<u>Nonrecurring Charge</u>
First Line	\$20.00
Each Additional Line	\$20.00
Number or Name Change Charge	\$30.00
Service Transfer	\$39.95
Calling Feature Installation	\$15.00**
Reconnection Charge	\$25.00

** Charge only if feature is added after service installation

5.4 Late Payment Charge

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date for such payment.

As Approved in Case No. 09- -TP-ACE

Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer

220 Creekside Drive

Dickson, Tennessee 37035

5. Prepaid Local Exchange Service (Cont'd.)

5.5 Service Assistance Programs

The Company will resell the service assistance programs offered by the LEC in the area. We will mirror the provision of these programs as provided by the LEC.

5.6 Prompt Pay Program

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 customers 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.

As Approved in Case No. 09- -TP-ACE

Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

EXHIBIT B - Description of Proposed Services

Tennessee Telephone by this Application seeks authority to provide resold and facilities-based/UNE local exchange and interexchange telecommunications services to the public by initially reselling services and purchasing unbundled network elements (UNE) obtained from and utilizing facilities provided by facilities-based carriers. At this time the company has no plans to install facilities in the State of Ohio, but may do so in the future. For local exchange service, Tennessee Telephone will initially mirror the existing local calling areas of incumbent local exchange telephone companies. Tennessee Telephone intends to provide intrastate exchange telecommunications services including:

1. Interexchange (switched and dedicated services):

- A. 1+ and 101XXXX outbound dialing;
- B. 800/888 toll-free inbound dialing;
- C. Calling cards; and
- D. Data services.

2. Local Exchange:

- A. Local Exchange Services that will enable customers to originate and terminate local calls in the local calling area served by other LECs, including local dial tone and custom calling features.
- B. Switched local exchange services such as flat-rated and measure-rated local services; vertical services, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity line services.

Tennessee Telephone seeks authority to provide local exchange services initially throughout the State in the areas served by AT&T Ohio and Verizon and interexchange service throughout the State.

EXHIBIT C – Statement about the provision of CTS services

The company will be including CTS services within its CLEC filing herein.

EXHIBIT D-- Description of the proposed Market Area

The applicant proposes to provide local service in all areas in the State of Ohio serviced by AT&T Ohio and Verizon, and interexchange service statewide.

EXHIBIT E– Explanation of how the proposed services in the proposed market area are in the public interest

Granting this application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio.

Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC will provide customers high quality, cost effective telecommunications service, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These very real benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs, while simultaneously promoting the availability of potentially desirable services.

**EXHIBIT F– Description of the class of customers (e.g., residence, business)
that the applicant intends to serve**

The applicant intends to serve business and residential customers.

**EXHIBIT G - Statement affirming that the registrant has notified the Ohio Department of
Taxation of its intent to conduct operations as a telephone utility in the State of Ohio**

See Attached

Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC
220 Creekside Drive
Dickson, Tennessee 37035
(615) 446-2010 (Phone)

April 10, 2009

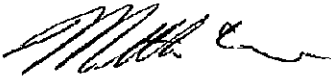
Ohio Department of Taxation
c/o Public Utility Section
21st Floor
30 East Broad Street
Columbus, OH 43215-3793
(800) 282-1780

RE: Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC

Dear Sir/Madam:

Please be advised that the above referenced corporation intends to provide telecommunications service in the State of Ohio upon receiving approval of its application filed with the Public Utilities Commission of Ohio.

Sincerely,



Matt Davis
Chief Executive Officer
Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC

EXHIBIT H - Certification from Ohio Secretary of State and Certificate of Good Standing

See Attached



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/17/2009	200916700968	REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

LANCE J.M. STEINHART, P.C.
1720 WINDWARD CONCOURSE - #115
ALPHARETTA, GA 30005

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1861968

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

TENNESSEE TELEPHONE SERVICE, LLC

and, that said business records show the filing and recording of:

Document(s)

REG. OF FOR. PROFIT LIM. LIAB. CO.

Document No(s):

200916700968



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 16th day of June, A.D. 2009.

Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Make Form Expedite or Not Expedited

☐ Yes PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***

☐ No PO Box 670
Columbus, OH 43216

**ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY**

(Domestic or Foreign)

Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

<input type="checkbox"/> (1) Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705	<input checked="" type="checkbox"/> (2) Application for Registration of Foreign Limited Liability Company (108-LFA) ORC 1705 February 8, 2000 Tennessee (Date of Formation) (State)
--	--

Complete the general information in this section for the box checked above.

Name Tennessee Telephone Service, LLC

☐ Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd., L.L.C., L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified,
(mm/dd/yyyy) the date must be a date on or after the date of filing.

This limited liability company shall exist for _____
(Optional) (Period of existence)

Purpose
(Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws
of this limited liability company is

(Optional)

(Name)

(Street)

(City)

NOTE: P.O. Box Addresses are NOT acceptable.

(State)

(Zip Code)

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

(Name of Agent)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

Ohio

(State)

(Zip Code)

Must be authenticated by an
authorized representative

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

Matt Davis CEO and Manager

(Name)

220 Creekside Drive

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Dickson

(City)

Tennessee

(State)

37035

(Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

Tennessee Telephone Service, LLC

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

Incorp Services, Inc.

(Name)

9435 Waterstone Blvd.

(Street)

Ste. 140

NOTE: P.O. Box Addresses are NOT acceptable.

Cincinnati

(City)

Ohio

(State)

45249

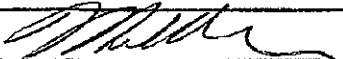
(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (signed)
by an authorized representative
(See Instructions)



Authorized Representative

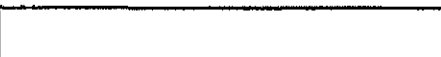
April 10, 2009

Date

Matt Davis

CEO and Manager

(Print Name)



Authorized Representative



Date

(Print Name)



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/17/2009	200916700970	TRADE NAME/ORIGINAL FILING (RNO)	50.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

LANCE J.M. STEINHART, P.C.
1720 WINDWARD CONCOURSE - #115
ALPHARETTA, GA 30005

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1864207

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

FREEDOM COMMUNICATIONS USA, LLC

and, that said business records show the filing and recording of:

Document(s)

Document No(s):

TRADE NAME/ORIGINAL FILING

200916700970

Date of First Use: 06/15/2009

TENNESSEE TELEPHONE SERVICE, LLC

Expiration Date: 06/16/2014

220 CREEKSIDE DRIVE
DICKSON, TN 37035



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 16th day of June, A.D.
2009.

Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

☐ Yes

PO Box 1380
Columbus, OH 43216

*** Requires an additional fee of \$100 ***

☐ No

PO Box 670
Columbus, OH 43216

NAME REGISTRATION

(For Domestic/Foreign Profit or Non-Profit)

Filing Fee \$50.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<p>(1) <input checked="" type="checkbox"/> Trade Name (167-RNO) Date of first use <u>June 15, 2009</u> MM/DD/YYYY</p>	<p>(2) <input type="checkbox"/> Fictitious Name (169-NFO)</p>	<p>(3) Name Reservation (160-NRO) <input type="checkbox"/> Original <input type="checkbox"/> Renewal Registration No. _____</p>
---	---	---

Complete the information in this section if box (1) or (2) is checked.

The exact name being registered or reported is

Freedom Communications USA, LLC

The Registrant is (Check Appropriate Box)

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Foreign Corporation incorporated in the state of <u>Tennessee</u> <u>1861968</u> |
| <input type="checkbox"/> Limited Partnership: Reg. No. _____ | holding Ohio license no. _____ |
| <input type="checkbox"/> Ohio Limited Liability Co., Reg. No. _____ | <input type="checkbox"/> Unincorporated Association |
| <input type="checkbox"/> Ohio Corporation, Charter No. _____ | <input type="checkbox"/> Foreign Limited Liability Co. holding Ohio Reg. No. _____ |
| <input type="checkbox"/> General Partnership | organized in the state of _____ |
| <input type="checkbox"/> Other _____ | |

The name of the registrant designated above is

Tennessee Telephone Service, LLC

NOTE: Where the registrant is a partnership, the name of the partnership must appear on this line. If the registrant is a foreign corporation licensed in Ohio under an assumed name, both the assumed name and actual corporate title of such corporation must appear on this line.

The business address of the registrant is

220 Creekside Drive

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Dickson

(City)

Dickson

(County)

Tennessee

(State)

37035

(Zip Code)

Complete the information in this section if box (1) or (2) is checked Cont.

Complete only if registrant is a general partnership

NAME OF ALL GENERAL PARTNERS

COMPLETE RESIDENTIAL ADDRESSES (including zip code)

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign (out-of-state) corporation, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation licensed in Ohio under an assumed name, please note both the assumed name and actual corporate title of such general partner.

The nature of the business conducted by the registrant under the trade or fictitious name is (please be specific)

provide telecommunications services

Complete the information in this section if box (3) is checked.

☐ Please reserve the name listed below. (only one name per form)

☐ Please reserve the first name available in the order of my preference.

I understand that I am not guaranteed the reservation UNTIL I RECEIVE WRITTEN CONFIRMATION FROM THE SECRETARY OF STATE'S OFFICE STATING THAT THE NAME HAS BEEN REGISTERED TO ME

The name reservation is valid for a period of 180 days.

(First Choice)

(Second Choice)

(Third Choice)

(Applicant)

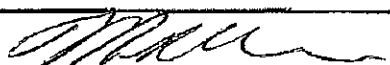
(Print Name)

(Address)

(City, State and Zip Code)

REQUIRED

Must be authenticated (signed)
by an authorized representative
(See Instructions)



Authorized Representative

4/10/09

Date

Authorized Representative

Date

EXHIBIT I – Summary describing Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC's current financial condition, liquidity and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application

See Exhibit J

EXHIBIT J - Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

Filed Separately Under Seal with Motion for Protective Order

EXHIBIT K – Documentation to support the applicant’s cash and funding sources

See Exhibit J

EXHIBIT L- Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering (s) and proposed service area

See attached biographical information, and

Applicant is currently authorized in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee and Texas to provide local exchange and interexchange service. Applicant is in the process of applying for authorization to provide competitive local exchange and interexchange services in the AT&T service area. Applicant has not been denied authority for any of the services for which it seeks authority in this Application.

When it initiates service in Ohio, Tennessee Telephone proposes initially to provide resold local exchange and interexchange telecommunications services, and local services using the UNEs and UNE replacement, utilizing ILEC facilities. Although the company has no current plans to install facilities in the State of Ohio, it may do so in the future. Initially, the local services Tennessee Telephone intends to offer are likely to be those local exchange telecommunications services offered by incumbent local exchange carriers in the proposed service area.

If Tennessee Telephone installs facilities in Ohio, it will probably use the following or a similar configuration of equipment: Tennessee Telephone will provide voice and high speed data services through a combination of the latest technology switching and transport media xDSL transport and Internet service equipment and the latest Optical multiplexer DAC's configurations. The switching system consists of a central processing and control complex capable of interconnection as a peer to the incumbent as well as competitive local exchange companies. The hub portion of the switch will interconnect with the public switched network on Signaling System 7 ("SS7") or Feature Group D ("FGD") facilities. The system's remote module capability will allow properties to be served in a manner that provides the exchange of appropriate signaling, control and calling/caller information to the network in accordance with network standards and specifications. Additionally, these services will be delivered over a combination of delivery mechanisms through incumbent local carriers' unbundled loop network, both copper and fiber and transport networks, as well as via Tennessee Telephone constructed facilities.

May 2005

Bart Howard
201 Skyline Drive
Dickson, Tennessee 37055
615-446-7128 Fax 615-446-2111
e-mail bhoward@cbofna.com

Born January 20, 1946

Educated in Nashville, Tennessee public schools

Graduated Memphis State University, 1968 Business Administration

1968—1969 Associates Finance, collections, assistant loan manager

1969—1971 State of Tennessee Department of Insurance and Banking, examiner

1971 moved to Dickson and opened a small loan company with two partners. In 1976 expanded loan operation to include larger loans (5,000.00 maximum) and bought out partners. Rediscounted with General Electric Credit Corporation. In 1984 General Electric got out of the rediscount business and I was unable to keep financing for loan operation. Liquidated in 1984.

1976 Started only bail bond company in Dickson County. Dickson Bonding Co. Still in operation.

1980 purchased the Dickson County Credit Bureau, and opened a debt collection service.

1981 purchased credit bureaus in Waverly, Waynesboro, Centerville, Hohenwald, and Erin, Tennessee. In 1999 changed name to Credit Bureau of North America, LLC.

Affiliated with Experian Credit Information Company. Currently employ 42 people offering a variety of credit management services, including consumer credit information, skip tracing, public information (Mid-State Record), and debt recovery.

1987 began purchasing assets (Loans) from the FDIC and RTC when a bank or Savings and loan defaulted. Continue to purchase debt (credit cards, consumer loans, health club contracts, healthcare accounts, and auto deficiency balances), under the name of Howard Properties, LLC. Howard Properties also invests in real estate, and other investments as they become available.

1983 With a partner opened only Radio Shack Dealer in Dickson County. Still operating, and for the past 11 years have been the largest (sales volume) dealership in our division. Sold interest in business to partner 2002.

1992 opened with a partner a medical billing automation service (Business and Professional Computers). This service was sold to Medical Manager, Inc (MMGR) in January 2001.

1994 With 9 other investors started National Check Network, Inc. We developed a consumer check verification service and sold collection agencies across the country availability to the negative check data...in turn they sold the service to point of sale merchants. This company is now the 5th largest check verification company in the Nation with over 3 million verifications per month. Sold stock in 2001 to Electronic Clearing House (ECHO).

1998 Began licensing procedure with Tennessee Regulatory Board for a license to sell telephone services in Tennessee. 1999 License was obtained, and a contract was signed with BellSouth to resell local home telephone service.

1999 Started with my wife Skyline Management, LLC. My collection agency leases our employees from Skyline Management, and Skyline invests in the necessary hardware, software, automobiles, and leasehold improvements necessary to operate my collection agency.

1999 with a partner opened a check advance company in Dickson (Dash for Cash, LLC).

1999 opened Tennessee Telephone Service, LLC

2000 Opened a second Dash for Cash store in Hohenwald Tennessee.

2000 with the same partner opened a pawnshop in Dickson Tennessee.

2001 with same partner opened Dash for Cash store in Columbia Tennessee.

2003 with same partner opened Dash for Cash store in Nashville Tennessee.

2003 Appointed to the Tennessee Collection Service Board

2005 Elected Chairman of the Tennessee Collection Service Board

220 Creekside Drive
Dickson, Tennessee 37055

Phone (615) 229-2123
Fax (615) 446-9207
E-mail
mattdavis@freecomusa.com

Matt Davis

Professional experience

September 2003 to Present
CEO Freedom Communications USA

- Increased revenues over 800% in five years
- Expanded service areas in to nine states from one
- Named Music City Future 50 company four consecutive years

February 2000 to September 2003
Founder EruComp, Inc.

- Created and developed a web-based learning tool for tutoring companies to help meet standards set by the No Child Left Behind Act
- Partially funded company myself and brought in other financing as well

September 1996 to November 1999
Vice President PFIC Securities Corporation

- Set up banks to offer non-traditional investment services to their customers
- Acted as investment sales manager for multiple banks throughout the Southeast
- Managed largest bank accounts in the PFIC system
- Helped company grow from 40 employees to 180 during time with company

February 1994 to August 1996
Investment Broker A.G. Edwards

- Helped individuals create strategies for building wealth through the purchase of investment securities

Education

September 1989 to May 1993
B.A. Finance University of Notre Dame

**EXHIBIT M - List of names, addresses, and phone
numbers of officers and directors, or partners**

OFFICERS:

Bart Howard President

Matt Davis Chief Executive Officer

DIRECTORS:

None

**220 Creekside Drive
Dickson, Tennessee 37035
(615) 446-2010 (Phone)**

EXHIBIT N – Documentation indicating the Applicant’s corporate structure and ownership

Applicant is a Tennessee Limited Liability Company

Applicant’s ownership is as follows:

Name and percentage owned

Bart Howard	100%
-------------	------

EXHIBIT O - Information regarding any similar operations in other states

This company has not been previously certified in the State of Ohio. Tennessee Telephone is currently authorized in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee and Texas to provide local exchange and interexchange service. Applicant is in the process of applying for authorization to provide local exchange and interexchange services throughout the AT&T service area. Applicant has not been denied authority for any of the services for which it seeks authority in this Application.

**EXHIBIT P – Verification that the applicant will maintain local
telephony records separate and apart from any other accounting records in accordance
with the GAAP**

The company may use the its own numbering scheme for its books, provided that a translation matrix is maintained that maps the local exchange operations only between this numbering system and the USOA accounts. The purpose of the matrix is to allow a conversion from the company's chosen account numbering scheme and descriptions for the local exchange operations into USOA account numbers; and

The translation matrix shall be made available for the Commission staff's review upon request; and

All filings with the Commission that require submission of financial information specific to local exchange operations, such as the Commission's Annual Report, shall utilize the translation matrix and be provided in the USOA format. To the extent the treatment under the USOA of a particular transaction or event differs from the treatment the company would otherwise apply under generally accepted accounting principles, the financial information filed with the Commission shall reflect the USOA prescribed treatment of this item. The company shall use subsidiary records, if needed, to substantiate differences between USOA-prescribed accounting and generally accepted accounting principles.

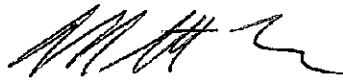
Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC

Verification of Maintaining Local Telephony Records

I, Matt Davis, Chief Executive Officer, of Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC, a Tennessee Limited Liability Company, verify that Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC will comply with maintaining local telephony records separate and apart from any other accounting records in accordance with the GAAP.

Tennessee Telephone Service, LLC

d/b/a Freedom Communications USA, LLC



Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035
Telephone: (615) 446-2010
Facsimile: (615) 446-9207

Dated: 4/14/09

EXHIBIT Q – Verification of compliance with any affiliate transaction requirements

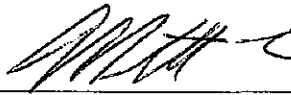
Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC

Verification of Affiliate Transaction Requirements

I, Matt Davis, Chief Executive Officer, of Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC, a Tennessee Limited Liability Company, verify that Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC will comply with all Affiliate Transaction Requirements set forth in O.A.C. 1901:1-6-10(D)(3), adopted pursuant to PUCO Case No. 06-1345-TP-ORD.

Tennessee Telephone Service, LLC

d/b/a Freedom Communications USA, LLC



Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035
Telephone: (615) 446-2010
Facsimile: (615) 446-9207

Dated: 4/14/09

**EXHIBIT R – Explanation as to which service areas company currently has an approved
interconnection or resale agreement**

The company has commenced negotiations for an interconnection agreement.



July 2, 2009

Pearl Lombardo
Executive Assistant
Tennessee Telephone Service, LLC
220 Creekside Drive
Dickson, TN 37055

Re: Tennessee Telephone Service, LLC's, Request to Negotiate

Dear Pearl Lombardo:

On June 29, 2009, AT&T received your letter dated June 25, 2009, via electronic mail in which Tennessee Telephone Service, LLC ("Tennessee Telephone") requests commencement of negotiations in compliance with our mutual good faith obligations under the Telecommunications Act of 1996. Your letter states that Tennessee Telephone desires an Interconnection Agreement and Commercial Local Wholesale Complete Agreement in the State of Ohio.

To facilitate any upcoming negotiations, I have signed and enclosed for your consideration two copies of our Mutual Confidentiality and Nondisclosure Agreement, which covers those items that are subject to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act"). Please sign both documents and return one original to me.

Tennessee Telephone is required to have an approved Interconnection Agreement and CLEC Profile in the State of Ohio prior to the execution and filing of a Commercial Local Wholesale Complete Agreement.

Please note that AT&T Ohio offers a separate Transit Traffic Service Agreement that is not a part of the Section 251/252 agreement or negotiations process. It is AT&T Ohio's position that transit traffic service is not a 251(b) or (c) requirement and that negotiations for transiting rates, terms and conditions between AT&T Ohio and Tennessee Telephone should take place independently of 251/252 negotiation and arbitration process.

The Nondisclosure Agreement which covers those items that are not subject to Sections 251, 252, 271, and/or any state law counterpart; or are not subject to any other provision of the Communications Act of 1934, as amended ("the Act"), signed by Tennessee Telephone on November 17, 2008, is valid and will remain in effect for any and all forthcoming negotiations.

AT&T Ohio, adopted the FCC's Interim ISP terminating compensation plan ("FCC Plan") pursuant to the *Order on Remand and Report and Order, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996: Inter-carrier Compensation for ISP-bound Traffic*, CC Dockets No. 96-98 and 99-68 (rel. April 27, 2001) ("ISP Compensation Order"). AT&T proposes the Appendix Reciprocal Compensation (After FCC Order No. 01-131, Agreeing to Exchange Only ISP-Bound traffic at the FCC Rates in Certain States, Where Applicable), to contractualize the FCC's Plan for ISP-bound traffic between our companies. Alternatively, AT&T is also making available an appendix entitled the Appendix Reciprocal Compensation (After FCC Order No. 01-131, Agreeing to Exchange all ISP-Bound and Section 251(b)(5) Traffic at the FCC Rates in Certain States, Where Applicable). AT&T offers this appendix as an alternative for carriers who desire to extend the FCC's Plan rates to all Section 251(b)(5) traffic and ISP-bound traffic. Please let your Negotiator know which option best suits your business needs.

Thank you for including a copy of Tennessee Telephone's registration with the Secretary of State's office in Ohio, and documentation of its ACNA.

In order to ensure that AT&T prepares the Interconnection Agreement accurately, please provide the following items:

(1) Certification as a CLEC for Ohio.

(2) **Documentation from NECA** showing your company's Operating Company Number(s) (OCN). OCNs are also known as company codes and AECNs (Alternate Exchange Carrier Numbers) and are company identifiers assigned by the National Exchange Carrier Association (NECA). In accordance with the industry standards as defined by NECA, AT&T requires Competitive Local Exchange Carriers (CLECs) wishing to conduct business in any of the AT&T-owned ILEC territories to establish separate Operating Company Numbers (OCNs) for Resale and/or Facility-Based OCNs prior to provisioning services under a Resale or Interconnection Agreement (ICA) entered into with AT&T or any AT&T-Owned ILEC. You may contact NECA at the following address or website to obtain an OCN:

80 South Jefferson Road
Whippany, NJ 07981-1009
(800) 228-8597
Fax: (973) 884-8469

http://www.neca.org/source/NECA_BusinessSolutions_4452.asp

(3) In addition, please complete the enclosed Confidential Credit Application and fax it to (404) 949-1699.

Please note that in responding to your request for negotiations under Sections 251/252 of the Act and providing any proposed contract terms in connection with this response or in our upcoming 251/252 negotiations, AT&T Ohio does not waive, but instead expressly reserves, all of its rights, remedies, and arguments. Accordingly, AT&T Ohio reserves the right to withdraw, revise or otherwise modify its proposed provisions prior to the provisions being incorporated into an approved and effective interconnection agreement between the Parties.

Rhonda Robertson will continue to be the AT&T Lead Negotiator for Tennessee Telephone. She can be reached at 214-858-0229. Please address any questions or concerns you may have to Rhonda.

AT&T looks forward to working with you to meet your business needs.

Sincerely,

TENA RYLANDER

Eddie A. Reed, Jr.

Enclosures

AGREEMENT

by and between

TENNESSEE TELEPHONE SERVICES, LLC D/B/A FREEDOM COMMUNICATIONS USA, LLC

and

VERIZON NORTH INC.

FOR THE STATE OF

OHIO

AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective as of July 20, 2009 (the "Effective Date"), between Tennessee Telephone Services, LLC d/b/a Freedom Communications USA, LLC ("TTS"), a limited liability company organized under the laws of the State of Tennessee, with offices at 220 Creekside Drive, Dickson, TN 37055 and Verizon North Inc. ("Verizon"), a corporation organized under the laws of the State of Wisconsin with offices at 8001 West Jefferson, Ft. Wayne, IN 46804 (Verizon and TTS may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and TTS hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and TTS.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**TENNESSEE TELEPHONE SERVICES, LLC
D/B/A FREEDOM COMMUNICATIONS USA, LLC**

VERIZON NORTH INC.

By: _____

By: _____

Printed: Matt Davis

Printed: Jeffrey A. Masoner

Title: CEO

Title: Vice President - Interconnection Services

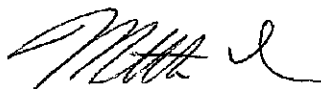
EXHIBIT S – A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection and offering of services to end users

AFFIDAVIT OF APPLICANT

State of Dickson)
County of Tennessee)

ss:

I, Matt Davis, being duly sworn, do hereby affirm that Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC has entered into negotiations with AT&T Ohio and Verizon.

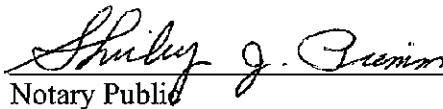
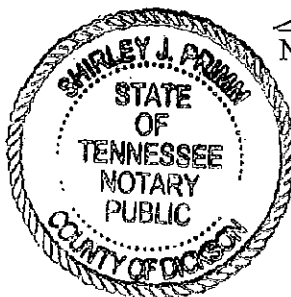


Matt Davis, Chief Executive Officer
Tennessee Telephone Service, LLC
d/b/a Freedom Communications USA, LLC

Subscribed and sworn to before me this 24 day of June, 2009.

MY COMMISSION EXPIRES
February 20, 2013

My commission expires:


Notary Public

OH IXC&CLEC Letter

EXHIBIT T – Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone

Applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.

**EXHIBIT U – Tariff sheet(s) listing the services and associated charges that must be paid
prior to customer receiving dial tone (if applicable)**

5. Prepaid Local Exchange Service5.1 Type of Service Offered

The Company provides switched, telephonic quality voice and data transmission services that enable Users to communicate on a real time basis between points within local calling areas in the State of Illinois, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

Local Exchange Service provides the Customer with a single, touchtone, voice-grade telephone communications channel that can be used to place or receive one call at a time. Standard Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. This service requires no customer depositor credit check and does not require all payments to be made in cash.

Most charges for Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next three month's bills following work performed by the Company.

The Company's local exchange telephone service provides a customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access Telecommunication Relay Service;
- access to operator services
- access directory assistance
- place or receive 800/888 telephone calls
- access the interchanges carrier of choice that provides direct billing to the end-user for interLATA, intraLATA, interstate or international calling

The Company provides Deluxe Prepaid Package that is available to new residential customers. This plan includes unlimited local exchange service within the Customer's local exchange area and five features including:

- Caller ID
- Call Return
- Three Way Calling
- Call Waiting
- Call Forwarding

As Approved in Case No. 09- -TP-ACE

Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

5. Prepaid Local Exchange Service (Cont'd.)

Also included in this plan is up to 250 minutes of free long distance per month provided by the Company or other service provider. Minutes in excess of the monthly quota will be charged at \$0.019 per minute in addition to an access surcharge of \$0.25.

5.2 Optional Features

Local Exchange Customers have access to optional features at an additional charge. A set-up fee applies when a Local Exchange Services subscriber requests connection to one or more customer calling features. These charges will not apply if the features are ordered at the same time as other work for the same customer account at the same premises. These features include:

	<u>Monthly Recurring Rate</u>
• Caller ID	\$10.00
• Three-way calling	\$5.00
• Call waiting	\$5.00
• Call forwarding	\$5.00
• Unpublished number	\$5.00
• Call Return	\$8.00
• Inside Wiring*	\$4.99
• Expanded Area Service	\$20.00

* Inside Wiring does not cover jack plates nor customer's equipment.

5.3 Prepaid Local Exchange Service Rates

5.3.1 Monthly Recurring Charges

- The monthly service charge includes local phone service only.
- Taxes, which are not included in the quoted rates.
- Any additional features added to the basic service

As Approved in Case No. 09- -TP-ACE

Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

5. Prepaid Local Exchange Service (Cont'd.)

5.3.2 Rates

(A) Residential Basic Line Service*

	<u>Monthly Recurring Rate</u>
First Line:	\$49.95 per month**
Each Additional Line:	\$49.95 per month**
Deluxe Prepaid Package	
First Line	\$59.95 per month**
Each Add'l Line	\$59.95 per month**

* Monthly charges include local exchange phone service only. A Connection charge applies when a Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC Residential Basic Flat Rate Local Exchange Services subscriber requests connection to one or more customer calling features after the initial establishment of service.

** Tennessee Telephone Service, LLC d/b/a Freedom Communications USA, LLC Prompt Pay Program listed below offers discounts for timely payments.

As Approved in Case No. 09- -TP-ACE

Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

5. Prepaid Local Exchange Service (Cont'd.)5.3 Prepaid Local Exchange Service Rates

5.3.2 Rates (Cont'd)

(B) Nonrecurring Charges

- (1) Installation charges apply and will be divided between each of the first three bills after commencement of service.
- (2) A reconnection charge will be applied to each number restored after a disconnection. If disconnected service is reconnected, there will be no guarantee that the same number can be retained. The charges are outlined in the price list.

Prepaid Local Exchange Installation Charge

	<u>Nonrecurring Charge</u>
First Line	\$20.00
Each Additional Line	\$20.00
Number or Name Change Charge	\$30.00
Service Transfer	\$39.95
Calling Feature Installation	\$15.00**
Reconnection Charge	\$25.00

** Charge only if feature is added after service installation

5.4 Late Payment Charge

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date for such payment.

As Approved in Case No. 09- -TP-ACE

Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer
220 Creekside Drive
Dickson, Tennessee 37035

5. Prepaid Local Exchange Service (Cont'd.)

5.5 Service Assistance Programs

The Company will resell the service assistance programs offered by the LEC in the area. We will mirror the provision of these programs as provided by the LEC.

5.6 Prompt Pay Program

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 customers 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.

As Approved in Case No. 09- -TP-ACE

Issue Date: July 20, 2009

Effective Date:

Matt Davis, Chief Executive Officer

220 Creekside Drive

Dickson, Tennessee 37035

**EXHIBIT V – A sample copy of the customer bill and
Disconnection notice the applicant plans to utilize**

See Attached

Sample Bill

Customer: [Insert Customer's Name]

Address: [Insert Address]

Account No.: [Insert account number or phone number]

Billing Date	Billing Period	Date Due

TENNESSEE TELEPHONE SERVICE, LLC D/B/A FREEDOM COMMUNICATIONS USA, LLC

220 Creekside Drive

Dickson, Tennessee 37035

FOR BILLING INQUIRIES: 1-XXX-XXX-XXXX

FOR SERVICE INQUIRIES: 1-XXX-XXX-XXXX

www.freecomusa.com

Description	Rate	Quantity	Amount
Current Month's Charges			
Credits applied to account:			
Unpaid charges from previous bill:			
Late payments:			
Charges for regulated competitive service:			
Non-Recurring, fractional or nonbasic service charges:			
Charges for nonregulated services or products:			
Taxes and surcharges: [include summary]			
9-1-1 charges:			
An itemization of local and/or toll charges is attached.			
Total Due	\$		

Please remit this bill via U.S. Mail to the address listed on this invoice.

If your complaint is not resolved after you have called (name of the utility), or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

ITEMIZATION OF CHARGES

Itemization of local service charges:

- Toll charge per call –

Itemization of toll service charges:

Date and time of placement	Destination (City, State)	Telephone Number Called	Total Charge per call (e.g., day, night / weekend, calling card)	Duration of Call	Total Toll Charges



OPEN IMMEDIATELY

PO BOX 1995
Dickson, TN 37056-1995

Return Service Requested

FRIENDLY REMINDER

Notice Date	Account Number	Amount Due
7/15/2009	18374	\$51.89

*Please pay by check or money order and make payable to:
Freedom Communications USA.*

Ella Lewis
486 Ballard Rd
Lexington, Tn 38351

FREEDOM COMMUNICATIONS USA
PO BOX 1995
DICKSON, TN 37056-1995
!370561995951!

FRIENDLY REMINDER

Date: 7/15/2009

Dear Ella Lewis

We appreciate your business and it is our goal to make sure you continue to be satisfied with our service.

This letter is to advise you that the account number 18374 is past due. To maintain your telephone number, service, and avoid additional charges please remit payment or call our office. You may also visit our website for account information and payment options.

If you have already made a payment or payment arrangements please disregard this notice.

Thank you for allowing us to provide your telephone service.

Freedom Communications, USA
Customer Service

Customer Service Local Voice: 1-615-229-1001
Customer Service Toll Free Voice: 1-877-739-9900
Customer Service Toll Free Fax: 1-888-252-9578
<http://www.freecomusa.com>



OPEN IMMEDIATELY

PO BOX 1995
Dickson, TN 37056-1995

Return Service Requested

FRIENDLY REMINDER

Notice Date	Account Number	Amount Due
7/15/2009	65229	\$59.01

*Please pay by check or money order and make payable to:
Freedom Communications USA.*

Lenabells Boutique
3400 Vermont Av
Suit 3
Louisville, KY 40211

FREEDOM COMMUNICATIONS USA
PO BOX 1995
DICKSON, TN 37056-1995
13705619959511

FRIENDLY REMINDER

Date: 7/15/2009

Dear Lenabells Boutique

We appreciate your business and it is our goal to make sure you continue to be satisfied with our service.

This letter is to advise you that the account number 65229 is past due. To maintain your telephone number, service, and avoid additional charges please remit payment or call our office. You may also visit our website for account information and payment options.

If you have already made a payment or payment arrangements please disregard this notice.

Thank you for allowing us to provide your telephone service.

Freedom Communications, USA
Customer Service

Customer Service Local Voice: 1-615-229-1001
Customer Service Toll Free Voice: 1-877-739-9900
Customer Service Toll Free Fax: 1-888-252-9578
<http://www.freecomusa.com>

EXHIBIT W– Provide a copy of any customer application form required in order to establish residential service, if applicable



1-800-455-5555

Residential Application

First name:

Last name:

Date of birth:

SS#:

Contact information:

New / Conversion (enter phone number):

Is this a New Location:

Is this an additional line:

Physical addr:

Billing addr:

Is there a Referral:

How long at this location:

Number calling from today:

Plan:

Lifeline Program:

Additional Features:

Listing if dif



Business Application

New or Conversion (enter phone number):

Plan:

Additional Features:

NAME & COMPANY TYPE (FOR LISTING):

Is this a New Location:

Is this an additional line:

Is Billing Address Added:

Referral Y / N

How long at this location:

Number calling from today:

Amount quoted:

OWNER or Company Contact Name:

Date of birth:

Tax Id #:

SS#:

Addtl contact information:

EXHIBIT X– For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)

Registrant intends to provide interexchange service on a statewide basis and local service in the attached list of Local Ohio exchanges:

7/16/2009

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Company Name: Tennessee Telephone Services, LLC
dba: Freedom Communications USA, LLC
Certificate Number:

Select All AT&T
Select All Sprint United
Select All Verizon North

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
Alltel Ohio	CHAMPAIGN	St. Paris	
Alltel Ohio	FULTON	Chesterfield	
Alltel Ohio	FULTON	Delta	
Alltel Ohio	FULTON	Neapolis	
Alltel Ohio	HARDIN	Kenton	
Alltel Ohio	LICKING	Granville	
Alltel Ohio	LICKING	Gratiot	
Alltel Ohio	LICKING	Marne	
Alltel Ohio	LICKING	Newark	
Alltel Ohio	LICKING	St. Louisville	
Alltel Ohio	LORAIN	Columbia Station	
Alltel Ohio	LORAIN	Elyria	
Alltel Ohio	MIAMI	Covington	
Alltel Ohio	MIAMI	Pleasant Hill	
Alltel Ohio	PAULDING	Paulding	
Arcadia	HANCOCK	Arcadia	
Arthur Mutual	PAULDING	Arthur	
Ayersville	DEFIANCE	Ayersville	
Bascom Mutual	SENECA	Bascom	
Benton Ridge	HANCOCK	Benton Ridge	
Benton Ridge	HENRY	New Bavaria	
Benton Ridge	PUTNAM	North Creek	
Buckland	AUGLAIZE	Buckland	
CC&S Telco	WILLIAMS	Cooney	
Century	ERIE	Birmingham	
Century	ERIE	Vermilion	
Century	LORAIN	Amherst	
Century	LORAIN	Avon	
Century	LORAIN	Avon Lake	
Century	LORAIN	Lorain	
Champaign	CHAMPAIGN	Terre Haute	
Champaign	CHAMPAIGN	Urbana	
Chillicothe	ROSS	Bainbridge [ROS]	
Chillicothe	ROSS	Bourneville	
Chillicothe	ROSS	Chillicothe	
Chillicothe	ROSS	Clarksburg	
Chillicothe	ROSS	Frankfort	
Chillicothe	ROSS	Hallsville	
Chillicothe	ROSS	Kingston	
Chillicothe	ROSS	Londonderry	
Chillicothe	ROSS	Massieville	
Chillicothe	ROSS	Richmondale	
Cincinnati Bell	BUTLER	Bethany-West Chester	
Cincinnati Bell	BUTLER	Hamilton	

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Cincinnati Bell	BUTLER	Reily	
Cincinnati Bell	BUTLER	Seven Mile	
Cincinnati Bell	BUTLER	Shandon	
Cincinnati Bell	CLERMONT	Bethel	
Cincinnati Bell	CLERMONT	Clermont	
Cincinnati Bell	CLERMONT	Little Miami	
Cincinnati Bell	CLERMONT	Newtownsville	
Cincinnati Bell	CLERMONT	Williamsburg	
Cincinnati Bell	HAMILTON	Cincinnati	
Cincinnati Bell	HAMILTON	Harrison	
Columbus Grove	PUTNAM	Columbus Grove	
Conneaut	ASHTABULA	Conneaut	
Continental	PAULDING	Grover Hill	
Continental	PUTNAM	Continental	
Continental	PUTNAM	Miller City	
Doylestown	WAYNE	Doylestown	
Farmers Mutual	HENRY	Okolona	
Fort Jennings	PUTNAM	Fort Jennings	
Germantown	MONTGOMERY	Germantown	
Glandorf	PUTNAM	Glandorf	
Kalida	PUTNAM	Kalida	
Little Miami	BROWN	Fayetteville	
Little Miami	WARREN	Butterville	
McClure	HENRY	McClure	
Middle Point Home	VAN WERT	Middle Point	
Minford	SCIOTO	Minford	
New Knoxville	AUGLAIZE	New Knoxville	
Nova	ASHLAND	Nova	
Nova	ASHLAND	Sullivan	
Oakwood	PAULDING	Oakwood	
Orwell	ASHTABULA	Colebrook	
Orwell	ASHTABULA	Orwell	
Orwell	ASHTABULA	Windsor	
Orwell	HANCOCK	Mount Cory	
Orwell	PUTNAM	Belmore	
Orwell	PUTNAM	Gilboa	
Orwell	PUTNAM	Leipsic	
Orwell	PUTNAM	Pandora	
Orwell	TRUMBULL	North Bloomfield	
Ottoville Mutual	PUTNAM	Cloverdale	
Ottoville Mutual	PUTNAM	Ottoville	
Pattersonville	CARROLL	Pattersonville	
Ridgeville	HENRY	Ridgeville Corners	
AT&T	ADAMS	Winchester	X
AT&T	ATHENS	Nelsonville	X
AT&T	BELMONT	Barnesville	X
AT&T	BELMONT	Bellaire	X
AT&T	BELMONT	Bethesda	X
AT&t	BELMONT	Martins Ferry-Bridgeport	X
AT&T	BELMONT	Somerton	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T	BELMONT	St. Clairsville	X
AT&T	BROWN	Aberdeen	X
AT&T	BROWN	Ripley	X
AT&T	BUTLER	Middletown	X
AT&T	BUTLER	Monroe	X
AT&T	BUTLER	Trenton	X
AT&T	CHAMPAIGN	Christiansburg	X
AT&T	CLARK	Donnelsville	X
AT&T	CLARK	Enon	X
AT&T	CLARK	Medway	X
AT&T	CLARK	New Carlisle	X
AT&T	CLARK	North Hampton	X
AT&T	CLARK	Pitchin	X
AT&T	CLARK	South Charleston	X
AT&T	CLARK	South Vienna	X
AT&T	CLARK	Springfield	X
AT&T	CLARK	Tremont City	X
AT&T	COLUMBIANA	Columbiana	X
AT&T	COLUMBIANA	East Liverpool	X
AT&T	COLUMBIANA	East Palestine	X
AT&T	COLUMBIANA	Leetonia	X
AT&T	COLUMBIANA	Lisbon	X
AT&T	COLUMBIANA	New Waterford	X
AT&T	COLUMBIANA	Rogers	X
AT&T	COLUMBIANA	Salem	X
AT&T	COLUMBIANA	Salineville	X
AT&T	COLUMBIANA	Wellsville	X
AT&T	COSHOCTON	Conesville	X
AT&T	COSHOCTON	Coshocton	X
AT&T	COSHOCTON	West Lafayette	X
AT&T	CUYAHOGA	Bedford	X
AT&T	CUYAHOGA	Berea	X
AT&T	CUYAHOGA	Brecksville	X
AT&T	CUYAHOGA	Chagrin Falls	X
AT&T	CUYAHOGA	Cleveland	X
AT&T	CUYAHOGA	Gates Mills	X
AT&T	CUYAHOGA	Hillcrest	X
AT&T	CUYAHOGA	Independence	X
AT&T	CUYAHOGA	Montrose [CUY]	X
AT&T	CUYAHOGA	North Royalton	X
AT&T	CUYAHOGA	Olmsted Falls	X
AT&T	CUYAHOGA	Strongsville	X
AT&T	CUYAHOGA	Terrace	X
AT&T	CUYAHOGA	Trinity	X
AT&T	CUYAHOGA	Victory	X
AT&T	ERIE	Bloomington	X
AT&T	ERIE	Castalia	X
AT&T	ERIE	Sandusky	X
AT&T	FAIRFIELD	Carroll	X
AT&T	FAIRFIELD	Lancaster	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T	FAIRFIELD	Rushville	X
AT&T	FAIRFIELD	Sugar Grove	X
AT&T	FAYETTE	Bloomingsburg	X
AT&T	FAYETTE	Jeffersonville	X
AT&T	FAYETTE	Milledgeville	X
AT&T	FAYETTE	Washington Court House	X
AT&T	FRANKLIN	Alton	X
AT&T	FRANKLIN	Canal Winchester	X
AT&T	FRANKLIN	Columbus	X
AT&T	FRANKLIN	Dublin	X
AT&T	FRANKLIN	Gahanna	X
AT&T	FRANKLIN	Grove City	X
AT&T	FRANKLIN	Groveport	X
AT&T	FRANKLIN	Harrisburg	X
AT&T	FRANKLIN	Hilliard	X
AT&T	FRANKLIN	Lockbourne	X
AT&T	FRANKLIN	New Albany	X
AT&T	FRANKLIN	Reynoldsburg	X
AT&T	FRANKLIN	Westerville	X
AT&T	FRANKLIN	Worthington	X
AT&T	GALLIA	Cheshire	X
AT&T	GALLIA	Gallipolis	X
AT&T	GALLIA	Guyan	X
AT&T	GALLIA	Rio Grande	X
AT&T	GALLIA	Vinton	X
AT&T	GALLIA	Walnut	X
AT&T	GEAUGA	Burton	X
AT&T	GEAUGA	Chesterland	X
AT&T	GREENE	Beavercreek	X
AT&T	GREENE	Bellbrook	X
AT&T	GREENE	Bowersville	X
AT&T	GREENE	Cedarville	X
AT&T	GREENE	Fairborn	X
AT&T	GREENE	Jamestown	X
AT&T	GREENE	Spring Valley	X
AT&T	GREENE	Xenia	X
AT&T	GREENE	Yellow Springs-Clifton	X
AT&T	HANCOCK	Findlay	X
AT&T	HIGHLAND	Belfast	X
AT&T	HIGHLAND	Danville [HIG]	X
AT&T	HIGHLAND	Hillsboro	X
AT&T	HIGHLAND	Marshall	X
AT&T	HIGHLAND	Rainsboro	X
AT&T	HIGHLAND	Sugar Tree Ridge	X
AT&T	HOCKING	Murray City	X
AT&T	JEFFERSON	Mingo Junction	X
AT&T	JEFFERSON	Steubenville	X
AT&T	JEFFERSON	Toronto	X
AT&T	LAKE	Leroy	X
AT&T	LAKE	Mentor	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T	LAKE	Painesville	X
AT&T	LAKE	Wickliffe	X
AT&T	LAKE	Willoughby	X
AT&T	LAWRENCE	Arabia	X
AT&T	LAWRENCE	Ironton	X
AT&T	LUCAS	Holland	X
AT&T	LUCAS	Maumee	X
AT&T	LUCAS	Toledo	X
AT&T	LUCAS	Whitehouse	X
AT&T	MADISON	London	X
AT&T	MADISON	Sedalia	X
AT&T	MADISON	South Solon	X
AT&T	MADISON	West Jefferson	X
AT&T	MAHONING	Canfield	X
AT&T	MAHONING	Lowellville	X
AT&T	MAHONING	North Jackson	X
AT&T	MAHONING	North Lima	X
AT&T	MAHONING	Sebring	X
AT&T	MAHONING	Youngstown	X
AT&T	MIAMI	Fletcher-Lena	X
AT&T	MIAMI	Piqua	X
AT&T	MONROE	Beallsville	X
AT&T	MONROE	Clarington	X
AT&T	MONROE	Duffy	X
AT&T	MONROE	Graysville	X
AT&T	MONROE	Lewisville	X
AT&T	MONROE	Woodsfield	X
AT&T	MONTGOMERY	Centerville [MOT]	X
AT&T	MONTGOMERY	Dayton	X
AT&T	MONTGOMERY	Miamisburg-W.Carrollton	X
AT&T	MONTGOMERY	Vandalia	X
AT&T	MUSKINGUM	Dresden	X
AT&T	MUSKINGUM	Fultonham	X
AT&T	MUSKINGUM	Norwich	X
AT&T	MUSKINGUM	Philo	X
AT&T	MUSKINGUM	Zanesville	X
AT&T	PERRY	Corning	X
AT&T	PERRY	Glenford	X
AT&T	PERRY	New Lexington	X
AT&T	PERRY	Roseville	X
AT&T	PERRY	Shawnee	X
AT&T	PERRY	Somerset	X
AT&T	PERRY	Thornville	X
AT&T	PICKAWAY	New Holland	X
AT&T	PORTAGE	Atwater	X
AT&T	PORTAGE	Kent	X
AT&T	PORTAGE	Mantua	X
AT&T	PORTAGE	Mogadore	X
AT&T	PORTAGE	Ravenna	X
AT&T	PORTAGE	Rootstown	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T	SANDUSKY	Fremont	X
AT&T	SANDUSKY	Lindsey	X
AT&T	SENECA	Fostoria	X
AT&T	SENECA	New Riegel	X
AT&T	SENECA	Tiffin	X
AT&T	STARK	Alliance	X
AT&T	STARK	Canal Fulton	X
AT&T	STARK	Canton	X
AT&T	STARK	Hartville	X
AT&T	STARK	Louisville	X
AT&T	STARK	Magnolia-Waynesburg	X
AT&T	STARK	Marlboro	X
AT&T	STARK	Massillon	X
AT&T	STARK	Navarre	X
AT&T	STARK	North Canton	X
AT&T	STARK	Uniontown	X
AT&T	SUMMIT	Akron	X
AT&T	SUMMIT	Greensburg	X
AT&T	SUMMIT	Manchester [SUM]	X
AT&T	TRUMBULL	Girard	X
AT&T	TRUMBULL	Hubbard	X
AT&T	TRUMBULL	Kirtland	X
AT&T	TRUMBULL	Niles	X
AT&T	TRUMBULL	Sharon	X
AT&T	TUSCARAWAS	Gnadenhutten	X
AT&T	TUSCARAWAS	Newcomerstown	X
AT&T	TUSCARAWAS	Uhrichsville	X
AT&T	WARREN	Franklin	X
AT&T	WASHINGTON	Belpre	X
AT&T	WASHINGTON	Marietta	X
AT&T	WASHINGTON	New Matamoras	X
AT&T	WASHINGTON	Newport	X
AT&T	WAYNE	Dalton	X
AT&T	WOOD	Perrysburg	X
AT&T	WYANDOT	Upper Sandusky	X
Sherwood Mutual	DEFIANCE	Sherwood	
Sprint United	ALLEN	Beaverdam	X
Sprint United	ALLEN	Bluffton	X
Sprint United	ALLEN	Cairo	X
Sprint United	ALLEN	Delphos	X
Sprint United	ALLEN	Elida	X
Sprint United	ALLEN	Gomer	X
Sprint United	ALLEN	Lafayette	X
Sprint United	ALLEN	Lima	X
Sprint United	ALLEN	Westminster	X
Sprint United	ASHTABULA	Andover	X
Sprint United	ASHTABULA	Jefferson	X
Sprint United	ASHTABULA	New Lyme	X
Sprint United	ATHENS	Glouster	X
Sprint United	AUGLAIZE	Waynesfield	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Sprint United	CHAMPAIGN	North Lewisburg	X
Sprint United	CHAMPAIGN	Rosewood	X
Sprint United	CRAWFORD	Bucyrus	X
Sprint United	CRAWFORD	Chatfield	X
Sprint United	CRAWFORD	Lykens	X
Sprint United	CRAWFORD	New Winchester	X
Sprint United	DARKE	Ansonia	X
Sprint United	DARKE	Arcanum	X
Sprint United	DARKE	Bradford	X
Sprint United	DARKE	Gettysburg	X
Sprint United	DARKE	Greenville	X
Sprint United	DARKE	Hollansburg	X
Sprint United	DARKE	New Madison	X
Sprint United	DARKE	Rosburg	X
Sprint United	DARKE	Versailles	X
Sprint United	DEFIANCE	Defiance	X
Sprint United	DEFIANCE	Jewell	X
Sprint United	DELAWARE	Sunbury	X
Sprint United	FULTON	Archbold	X
Sprint United	FULTON	Lyons	X
Sprint United	FULTON	Metamora	X
Sprint United	FULTON	Swanton	X
Sprint United	FULTON	Wauseon	X
Sprint United	HARDIN	Ada	X
Sprint United	HARDIN	Alger	X
Sprint United	HARDIN	Dunkirk	X
Sprint United	HARDIN	Mount Victory	X
Sprint United	HARDIN	Ridgeway	X
Sprint United	HENRY	Deshler	X
Sprint United	HENRY	Florida	X
Sprint United	HENRY	Gerald	X
Sprint United	HENRY	Grelton-Malinta	X
Sprint United	HENRY	Hamler	X
Sprint United	HENRY	Holgate	X
Sprint United	HENRY	Liberty Center	X
Sprint United	HENRY	Napoleon	X
Sprint United	HOLMES	Big Prairie	X
Sprint United	HOLMES	Glenmont	X
Sprint United	HOLMES	Holmesville	X
Sprint United	HOLMES	Killbuck	X
Sprint United	HOLMES	Millersburg	X
Sprint United	HOLMES	Nashville	X
Sprint United	KNOX	Centerburg	X
Sprint United	KNOX	Danville [KNO]	X
Sprint United	KNOX	Fredericktown	X
Sprint United	KNOX	Gambier	X
Sprint United	KNOX	Martinsburg	X
Sprint United	KNOX	Mount Vernon	X
Sprint United	LICKING	Alexandria	X
Sprint United	LICKING	Croton	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Sprint United	LICKING	Hebron	X
Sprint United	LICKING	Johnstown	X
Sprint United	LICKING	Pataskala	X
Sprint United	LICKING	Utica-Homer	X
Sprint United	LOGAN	Belle Center	X
Sprint United	LOGAN	Bellefontaine	X
Sprint United	LOGAN	De Graff	X
Sprint United	LOGAN	East Liberty	X
Sprint United	LOGAN	Huntsville	X
Sprint United	LOGAN	Rushsylvania	X
Sprint United	LOGAN	Russells Point	X
Sprint United	LOGAN	West Liberty	X
Sprint United	LOGAN	West Mansfield	X
Sprint United	LUCAS	Richfield Center-Berkey	X
Sprint United	LUCAS	Waterville	X
Sprint United	MAHONING	Berlin Center	X
Sprint United	MAHONING	Damascus	X
Sprint United	MAHONING	North Benton	X
Sprint United	MARION	Caledonia	X
Sprint United	MERCER	Rockford	X
Sprint United	MORGAN	Chesterhill	X
Sprint United	MORGAN	McConnelsville	X
Sprint United	MORGAN	Pennsville	X
Sprint United	MORGAN	Reinersville-Hackney	X
Sprint United	MORGAN	Stockport	X
Sprint United	MORROW	Cardington	X
Sprint United	MORROW	Chesterville	X
Sprint United	MORROW	Johnsville	X
Sprint United	MORROW	Marengo	X
Sprint United	MORROW	Mount Gilead	X
Sprint United	MUSKINGUM	Adamsville	X
Sprint United	MUSKINGUM	Frazesburg	X
Sprint United	PERRY	Crooksville	X
Sprint United	PERRY	Junction City	X
Sprint United	PICKAWAY	Mount Sterling	X
Sprint United	PORTAGE	Lake Milton	X
Sprint United	PORTAGE	Wayland	X
Sprint United	PORTAGE	Windham	X
Sprint United	PREBLE	Camden	X
Sprint United	PREBLE	Eaton	X
Sprint United	PREBLE	Eldorado	X
Sprint United	PREBLE	New Paris	X
Sprint United	PREBLE	West Manchester	X
Sprint United	PUTNAM	Ottawa	X
Sprint United	RICHLAND	Adario	X
Sprint United	RICHLAND	Bellville	X
Sprint United	RICHLAND	Butler	X
Sprint United	RICHLAND	Lexington	X
Sprint United	RICHLAND	Lucas	X
Sprint United	RICHLAND	Mansfield	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Sprint United	RICHLAND	Shelby	X
Sprint United	RICHLAND	Shiloh	X
Sprint United	SANDUSKY	Woodville	X
Sprint United	SENECA	Green Springs	X
Sprint United	SENECA	Old Fort	X
Sprint United	SHELBY	Anna	X
Sprint United	SHELBY	Botkins	X
Sprint United	SHELBY	Fort Loramie	X
Sprint United	SHELBY	Jackson Center	X
Sprint United	SHELBY	Sidney	X
Sprint United	TRUMBULL	Bristolville	X
Sprint United	TRUMBULL	Cortland	X
Sprint United	TRUMBULL	Greene	X
Sprint United	TRUMBULL	Hartford	X
Sprint United	TRUMBULL	Johnston	X
Sprint United	TRUMBULL	Kinsman	X
Sprint United	TRUMBULL	Newton Falls	X
Sprint United	TRUMBULL	Warren	X
Sprint United	UNION	Byhalia	X
Sprint United	UNION	Magnetic Springs	X
Sprint United	UNION	Marysville	X
Sprint United	UNION	Milford Center	X
Sprint United	UNION	Raymond	X
Sprint United	UNION	York Center	X
Sprint United	VAN WERT	Van Wert	X
Sprint United	VAN WERT	Venedocia	X
Sprint United	WARREN	Lebanon	X
Sprint United	WARREN	Mason	X
Sprint United	WARREN	Morrow	X
Sprint United	WARREN	South Lebanon	X
Sprint United	WARREN	Waynesville	X
Sprint United	WASHINGTON	Bartlett	X
Sprint United	WAYNE	Apple Creek	X
Sprint United	WAYNE	Fredericksburg	X
Sprint United	WAYNE	Kidron	X
Sprint United	WAYNE	Marshallville	X
Sprint United	WAYNE	Orrville	X
Sprint United	WAYNE	Rittman	X
Sprint United	WAYNE	Shreve	X
Sprint United	WAYNE	Smithville	X
Sprint United	WAYNE	Sterling	X
Sprint United	WAYNE	Wooster	X
Sprint United	WILLIAMS	Stryker	X
Sprint United	WOOD	Bloomdale	X
Sprint United	WOOD	Cygnets	X
Sprint United	WOOD	Luckey	X
Sprint United	WOOD	Moline	X
Sprint United	WOOD	Portage	X
Sprint United	WOOD	Risingsun	X
Sprint United	WOOD	Stony Ridge	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Sycamore	SENECA	McCutcheonville	
Sycamore	SENECA	Melmore	
Sycamore	WYANDOT	Sycamore	
Telephone Service Co	AUGLAIZE	Cridersville	
Telephone Service Co	AUGLAIZE	Wapakoneta	
United of Indiana	DARKE	Union City	
Vanlue	HANCOCK	Vanlue	
Vaughnsville	PUTNAM	Vaughnsville	
Verizon North	ADAMS	Manchester [ADA]	X
Verizon North	ADAMS	Peebles	X
Verizon North	ADAMS	Seaman	X
Verizon North	ADAMS	West Union	X
Verizon North	ALLEN	Spencerville	X
Verizon North	ASHLAND	Ashland	X
Verizon North	ASHLAND	Hayesville	X
Verizon North	ASHLAND	Loudonville	X
Verizon North	ASHLAND	Perrysville	X
Verizon North	ASHLAND	Polk	X
Verizon North	ASHLAND	Redhaw	X
Verizon North	ASHLAND	Savannah	X
Verizon North	ATHENS	Albany	X
Verizon North	ATHENS	Amesville	X
Verizon North	ATHENS	Athens	X
Verizon North	ATHENS	Guysville	X
Verizon North	ATHENS	New Marshfield	X
Verizon North	ATHENS	Shade	X
Verizon North	ATHENS	The Plains	X
Verizon North	AUGLAIZE	Minster	X
Verizon North	AUGLAIZE	New Bremen	X
Verizon North	AUGLAIZE	St. Marys	X
Verizon North	BELMONT	Flushing	X
Verizon North	BROWN	Decatur	X
Verizon North	BROWN	Georgetown	X
Verizon North	BROWN	Hamersville	X
Verizon North	BROWN	Higginsport	X
Verizon North	BROWN	Mount Orab	X
Verizon North	BROWN	Russellville	X
Verizon North	BROWN	Sardinia	X
Verizon North	BUTLER	Morning Sun	X
Verizon North	BUTLER	Oxford	X
Verizon North	CARROLL	Carrollton	X
Verizon North	CARROLL	Dellroy	X
Verizon North	CARROLL	Harlem Springs	X
Verizon North	CARROLL	Malvern	X
Verizon North	CARROLL	Mechanicstown	X
Verizon North	CHAMPAIGN	Mechanicsburg	X
Verizon North	CHAMPAIGN	Woodstock	X
Verizon North	CLARK	Catawba	X
Verizon North	CLERMONT	Felicity	X
Verizon North	CLINTON	Blanchester	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Verizon North	CLINTON	Clarksville	X
Verizon North	CLINTON	Martinsville	X
Verizon North	CLINTON	New Burlington	X
Verizon North	CLINTON	New Vienna	X
Verizon North	CLINTON	Port William	X
Verizon North	CLINTON	Sabina	X
Verizon North	CLINTON	Wilmington	X
Verizon North	COLUMBIANA	East Rochester	X
Verizon North	COLUMBIANA	Hanoverton	X
Verizon North	COLUMBIANA	North Georgetown	X
Verizon North	COLUMBIANA	Winona	X
Verizon North	COSHOCTON	Cooperdale	X
Verizon North	COSHOCTON	Warsaw	X
Verizon North	CRAWFORD	Crestline	X
Verizon North	CRAWFORD	Galion	X
Verizon North	CRAWFORD	New Washington	X
Verizon North	DARKE	North Star	X
Verizon North	DARKE	Yorkshire	X
Verizon North	DEFIANCE	Hicksville	X
Verizon North	DEFIANCE	Ney	X
Verizon North	DELAWARE	Ashley	X
Verizon North	DELAWARE	Cheshire Center	X
Verizon North	DELAWARE	Delaware	X
Verizon North	DELAWARE	Kilbourne	X
Verizon North	DELAWARE	Ostrander	X
Verizon North	DELAWARE	Radnor	X
Verizon North	DELAWARE	Rathbone	X
Verizon North	ERIE	Berlin Heights	X
Verizon North	ERIE	Huron	X
Verizon North	ERIE	Kelleys Island	X
Verizon North	ERIE	Milan	X
Verizon North	FAIRFIELD	Amanda	X
Verizon North	FAIRFIELD	Baltimore	X
Verizon North	FAIRFIELD	Bremen	X
Verizon North	FAIRFIELD	Millersport	X
Verizon North	FAIRFIELD	Pleasantville	X
Verizon North	FULTON	Fayette	X
Verizon North	GUERNSEY	Byesville	X
Verizon North	GUERNSEY	Cambridge	X
Verizon North	HANCOCK	Arlington	X
Verizon North	HANCOCK	Jenera	X
Verizon North	HANCOCK	McComb	X
Verizon North	HANCOCK	Mount Blanchard	X
Verizon North	HANCOCK	Rawson	X
Verizon North	HANCOCK	Van Buren	X
Verizon North	HARDIN	Forest	X
Verizon North	HARRISON	Bowerston	X
Verizon North	HARRISON	Cadiz	X
Verizon North	HARRISON	Freeport	X
Verizon North	HARRISON	Jewett	X

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Verizon North	HARRISON	Scio	X
Verizon North	HIGHLAND	Greenfield	X
Verizon North	HIGHLAND	Leesburg	X
Verizon North	HIGHLAND	Lynchburg	X
Verizon North	HIGHLAND	Mowrystown	X
Verizon North	HIGHLAND	Sinking Spring	X
Verizon North	HOCKING	Laurelville	X
Verizon North	HOCKING	Logan	X
Verizon North	HOLMES	Berlin	X
Verizon North	HOLMES	Lakeville	X
Verizon North	HURON	Bellevue	X
Verizon North	HURON	Greenwich	X
Verizon North	HURON	Monroeville	X
Verizon North	HURON	New London	X
Verizon North	HURON	Norwalk	X
Verizon North	HURON	Wakeman	X
Verizon North	HURON	Willard	X
Verizon North	JACKSON	Jackson	X
Verizon North	JACKSON	Oak Hill	X
Verizon North	JACKSON	Wellston	X
Verizon North	JEFFERSON	Adena	X
Verizon North	JEFFERSON	Amsterdam	X
Verizon North	JEFFERSON	Bergholz	X
Verizon North	JEFFERSON	Brilliant	X
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant	X
Verizon North	JEFFERSON	Knoxville	X
Verizon North	JEFFERSON	Richmond	X
Verizon North	JEFFERSON	Smithfield	X
Verizon North	JEFFERSON	Tiltonsville	X
Verizon North	LAWRENCE	Chesapeake	X
Verizon North	LORAIN	Grafton	X
Verizon North	LORAIN	North Eaton	X
Verizon North	LORAIN	Oberlin	X
Verizon North	LORAIN	Wellington	X
Verizon North	LUCAS	Curtice-Oregon	X
Verizon North	LUCAS	Sylvania	X
Verizon North	MADISON	Resaca	X
Verizon North	MARION	Green Camp	X
Verizon North	MARION	Larue	X
Verizon North	MARION	Marion	X
Verizon North	MARION	Morral	X
Verizon North	MARION	Prospect	X
Verizon North	MARION	Waldo	X
Verizon North	MEDINA	Brunswick	X
Verizon North	MEDINA	Chatham	X
Verizon North	MEDINA	Homerville	X
Verizon North	MEDINA	Lodi	X
Verizon North	MEDINA	Medina	X
Verizon North	MEDINA	Seville	X
Verizon North	MEDINA	Sharon Center	X

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Verizon North	MEDINA	Spencer	X
Verizon North	MEDINA	Valley City	X
Verizon North	MEDINA	Wadsworth	X
Verizon North	MEDINA	Westfield Center	X
Verizon North	MEIGS	Letart Falls	X
Verizon North	MEIGS	Pomeroy	X
Verizon North	MEIGS	Portland	X
Verizon North	MERCER	Celina	X
Verizon North	MERCER	Coldwater	X
Verizon North	MERCER	Fort Recovery	X
Verizon North	MERCER	Maria Stein	X
Verizon North	MERCER	Mendon	X
Verizon North	MIAMI	Laura	X
Verizon North	MIAMI	Tipp City	X
Verizon North	MIAMI	Troy	X
Verizon North	MIAMI	West Milton	X
Verizon North	MONTGOMERY	Brookville	X
Verizon North	MONTGOMERY	Englewood	X
Verizon North	MONTGOMERY	Farmersville	X
Verizon North	MONTGOMERY	Liberty	X
Verizon North	MONTGOMERY	New Lebanon	X
Verizon North	MONTGOMERY	Phillipsburg	X
Verizon North	MONTGOMERY	Trotwood	X
Verizon North	MUSKINGUM	New Concord	X
Verizon North	NOBLE	Caldwell	X
Verizon North	NOBLE	Dexter City	X
Verizon North	NOBLE	Summerfield	X
Verizon North	OTTAWA	Elmore	X
Verizon North	OTTAWA	Genoa	X
Verizon North	OTTAWA	Marblehead	X
Verizon North	OTTAWA	Oak Harbor	X
Verizon North	OTTAWA	Port Clinton	X
Verizon North	OTTAWA	Put-In-Bay	X
Verizon North	PAULDING	Antwerp	X
Verizon North	PAULDING	Payne	X
Verizon North	PICKAWAY	Ashville	X
Verizon North	PICKAWAY	Circleville	X
Verizon North	PICKAWAY	Williamsport	X
Verizon North	PIKE	Beaver	X
Verizon North	PIKE	Idaho	X
Verizon North	PIKE	Piketon	X
Verizon North	PIKE	Waverly	X
Verizon North	PORTAGE	Garrettsville	X
Verizon North	PREBLE	Gratis	X
Verizon North	PREBLE	Lewisburg	X
Verizon North	PREBLE	West Alexandria	X
Verizon North	RICHLAND	Plymouth	X
Verizon North	SANDUSKY	Clyde	X
Verizon North	SANDUSKY	Gibsonburg	X
Verizon North	SANDUSKY	Helena	X

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Verizon North	SCIOTO	Portsmouth	X
Verizon North	SENECA	Attica	X
Verizon North	SENECA	Bettsville	X
Verizon North	SENECA	Bloomville	X
Verizon North	SENECA	Republic	X
Verizon North	STARK	Beach City	X
Verizon North	STARK	Brewster	X
Verizon North	STARK	Minerva	X
Verizon North	STARK	Paris	X
Verizon North	STARK	Wilmot	X
Verizon North	SUMMIT	Montrose [SUM]	X
Verizon North	TUSCARAWAS	Baltic	X
Verizon North	TUSCARAWAS	Bolivar	X
Verizon North	TUSCARAWAS	Mineral City	X
Verizon North	TUSCARAWAS	New Philadelphia	X
Verizon North	TUSCARAWAS	Strasburg	X
Verizon North	TUSCARAWAS	Sugarcreek	X
Verizon North	UNION	Plain City	X
Verizon North	UNION	Richwood	X
Verizon North	VAN WERT	Convoy	X
Verizon North	VAN WERT	Ohio City	X
Verizon North	VAN WERT	Scott	X
Verizon North	VAN WERT	Willshire-Wren	X
Verizon North	VINTON	McArthur	X
Verizon North	VINTON	Wilkesville	X
Verizon North	WASHINGTON	Barlow	X
Verizon North	WASHINGTON	Beverly	X
Verizon North	WASHINGTON	Lowell	X
Verizon North	WASHINGTON	Lower Salem	X
Verizon North	WASHINGTON	Watertown	X
Verizon North	WAYNE	Burbank	X
Verizon North	WAYNE	Congress	X
Verizon North	WAYNE	Creston	X
Verizon North	WAYNE	West Salem	X
Verizon North	WILLIAMS	Bryan	X
Verizon North	WILLIAMS	Edgerton	X
Verizon North	WILLIAMS	Edon	X
Verizon North	WILLIAMS	Evansport	X
Verizon North	WILLIAMS	Montpelier	X
Verizon North	WILLIAMS	Pioneer	X
Verizon North	WILLIAMS	West Unity	X
Verizon North	WOOD	Bowling Green	X
Verizon North	WOOD	Grand Rapids	X
Verizon North	WOOD	Haskins-Tontogany	X
Verizon North	WOOD	North Baltimore	X
Verizon North	WOOD	Pemberville	X
Verizon North	WOOD	Wayne-Bradner	X
Verizon North	WOOD	Weston	X
Verizon North	WYANDOT	Carey	X
Verizon North	WYANDOT	Harpster	X

Proposed Market Area (PMA) for
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Verizon North	WYANDOT	Nevada	X
Verizon North	WYANDOT	Wharton	X
Wabash Mutual	MERCER	Wabash	
Western Reserve	ASHTABULA	Ashtabula	
Western Reserve	ASHTABULA	Austinburg	
Western Reserve	ASHTABULA	Dorset	
Western Reserve	ASHTABULA	Geneva	
Western Reserve	ASHTABULA	Kingsville	
Western Reserve	ASHTABULA	Pierpont	
Western Reserve	ASHTABULA	Rock Creek	
Western Reserve	ASHTABULA	Trumbull	
Western Reserve	ATHENS	Coolville	
Western Reserve	BELMONT	Centerville [BEL]	
Western Reserve	BELMONT	Morristown	
Western Reserve	BELMONT	Powhatan Point	
Western Reserve	GEAUGA	Bainbridge [GEA]	
Western Reserve	GEAUGA	Chardon	
Western Reserve	GEAUGA	East Claridon	
Western Reserve	GEAUGA	Huntsburg	
Western Reserve	GEAUGA	Middlefield	
Western Reserve	GEAUGA	Montville	
Western Reserve	GEAUGA	Newbury	
Western Reserve	GEAUGA	Parkman	
Western Reserve	GEAUGA	Russell	
Western Reserve	GEAUGA	Thompson	
Western Reserve	GUERNSEY	Cumberland	
Western Reserve	GUERNSEY	Fairview	
Western Reserve	GUERNSEY	Old Washington	
Western Reserve	GUERNSEY	Quaker City	
Western Reserve	HARRISON	Hopedale	
Western Reserve	JEFFERSON	Bloomington	
Western Reserve	LAKE	Madison	
Western Reserve	LAKE	Perry	
Western Reserve	MEDINA	Hinckley	
Western Reserve	MEIGS	Chester	
Western Reserve	PORTAGE	Aurora	
Western Reserve	PORTAGE	Hiram	
Western Reserve	SUMMIT	Hudson	
Western Reserve	SUMMIT	Northfield	
Western Reserve	SUMMIT	Peninsula	
Western Reserve	SUMMIT	Richfield	
Western Reserve	SUMMIT	Twinsburg	
Western Reserve	TRUMBULL	Mesopotamia	
Western Reserve	WASHINGTON	Little Hocking	
X			

EXHIBIT Y– If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

See attached maps and Section 2 of applicant's proposed tariff