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TR. DOCKET ROOM

December 28, 2004

Hon. Pat Miller, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *Application of Big River Telephone Company, LLC For a Certificate of
Public Convenience and Necessity To Provide Competitive Facilities-
Based and Resold Local Exchange and Interexchange
Telecommunications Services as a Competing Telecommunications
Service Provider*
Docket No. 04-00447

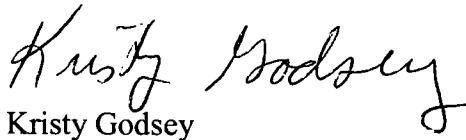
Dear Chairman Miller:

Enclosed please find the original and fourteen (14) copies of Big River Telephone Company, LLC's Application for a Certificate of Public Convenience and Necessity. A check in the amount of \$50.00 is also enclosed.

Please be aware that *Exhibit D* is **Confidential and is being filed under seal.**

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 
Kristy Godsey

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102896-002 12/28/2004

LAW OFFICES
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**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

December 28, 2004

In re: Application of Big River Telephone Company, LLC For a Certificate of Public Convenience and Necessity To Provide Competitive Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services as a Competing Telecommunications Service Provider)
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Docket No. _____

**APPLICATION OF BIG RIVER TELEPHONE COMPANY, LLC FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to applicable Tennessee statutes and Rules of the Tennessee Regulatory Authority ("TRA"), as well as Section 253 of the Federal Telecommunications Act of 1996, Big River Telephone Company, LLC ("Big River" or "Applicant" or the "Company") respectfully requests that the Company be granted a Certificate of Public Convenience and Necessity by the TRA to provide competitive facilities-based and resold local exchange and interexchange telecommunications services in Tennessee.

Big River provides the following in support of the Company's application:

1. APPLICANT'S NAME AND ADDRESS

Big River Telephone Company, LLC
24 So. Minnesota Ave.
Cape Girardeau, MO 63703
Telephone: (573) 651-3373
Facsimile: (573) 651-3605

2. CORPORATE INFORMATION

Big River is a Limited Liability Corporation, formed on May 21, 2001, under the laws of Delaware. A copy of Big River's Operating Agreement is attached as *Exhibit A*. Additionally, a

copy of Big River's Certificate to Transact Business within the State of Tennessee is provided in ***Exhibit B***. Big River is a wholly owned and independent entity, with no parent and no subsidiaries. Big River has no affiliated companies.

3. **REGISTERED AGENT**

Corporation Service Company
2908 Poston Avenue
Nashville, TN 37203

4. **COMPANY MANAGEMENT**

Gerard Howe	Chief Executive Officer
Thomas Bartow	Board Member
Patrick O'Malley	Board Member
Kevin Cantwell	President
John Jennings	Vice President – Controller
Kevin Keaveny	Vice President – Engineering

Biographies of the Board Members and Management personnel are contained in ***Exhibit***

C. The individuals listed above may be contacted at the following address:

24 So. Minnesota Ave.
Cape Girardeau, MO 63703

5. **CONTACT INFORMATION**

A. All correspondence, notices, orders and inquiries regarding this application should be addressed to:

Henry Walker
Boult, Cummings, Conners & Berry PLC
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, TN 37203
Telephone: (615) 252-2363

Facsimile: (615) 252-6363

B. Copies of all correspondence, notices, orders and inquiries relating to this application should be sent to:

John Jennings
VP – Finance
Big River Telephone Company
24 So. Minnesota Ave.
Cape Girardeau, MO 63703

6. CERTIFICATIONS IN OTHER STATES

Big River is currently authorized to provide interexchange services within the states of Alabama, Arkansas, Illinois, Indiana, Kentucky, Mississippi, and Missouri. Furthermore, Big River is authorized to provide facilities-based and resold local exchange services in Arkansas, Kentucky, Illinois, and Missouri.

7. MANAGERIAL, TECHNICAL AND FINANCIAL ABILITIES OF BIG RIVER

Big River submits the following as evidence of the Company's managerial and technical ability, and its financial stability, to provide quality telecommunications services to consumers and businesses in Tennessee.

A. MANAGERIAL QUALIFICATIONS OF BIG RIVER

Big River has constructed and maintained its own local and long distance telecommunications network including local (Class 5) and long distance (Class 4) switches; fiber optic, metallic and microwave radio transmissions systems; as well as accompanying surveillance and management systems. Furthermore, as stated above, information regarding the Board of Directors and Management personnel is provided in *Exhibit C*.

B. TECHNICAL QUALIFICATIONS OF BIG RIVER

Big River is currently providing facilities-based and resold local and long distance services in the states outlined above. As illustrated in *Exhibit C*, the persons managing Big

River possess substantial experience and expertise in the telecommunications industry. The experience possessed by Big River will allow the Company to provide its customers with superior technical expertise and customer service.

C. FINANCIAL QUALIFICATIONS OF BIG RIVER

As illustrated in the accompanying financial statements, attached as *Exhibit D, filed under seal*, Big River possesses adequate capital to meet the financial obligations associated with providing local and interexchange telecommunications services in Tennessee.

Big River's Corporate Surety Bond is attached as *Exhibit E*.

8. BIG RIVER'S PROPOSED SERVICES AND SERVICE AREAS

A. SERVICES

Big River is requesting that the TRA grant the Company authority to offer telecommunications and data transmission services. Initially, Big River intends to operate as a competitive local and interexchange service provider on a facilities-based and resale basis, providing a full range of voice and data services to retail and wholesale customers including, but not limited to, the following:

- Basic local exchange service – originating and terminating local calls, as well as providing accompanying line features, i.e. call forwarding, call waiting, three way calling, caller ID, etc.;
- Access Service – originating and terminating traffic between a retail customer premise and an Interexchange Carrier;
- Private Line Services – dedicated transmission circuits between customer locations, both on a wholesale and retail basis;
- Internet Services – dial up and high speed Internet access.

B. AREAS

Big River is requesting authority from the TRA to operate as a competitive local exchange carrier throughout Tennessee. Big River anticipates it will initially serve primarily residential and small commercial customers in communities in the western half of the State of Tennessee.

9. BIG RIVER'S NETWORK

Big River's local switching network is capable of providing traditional as well as IP-based voice services. Similar to Big River's network in other states, Big River will lease local network assets (principally local loops and central office collocation space) where available, from local network providers and augment with Big River-owned transmission and switching equipment to provide the services outlined above. Big River already has a nine state Interconnection Agreement with BellSouth for which it will seek approval from the TRA under which it will operate in Tennessee. To the extent interconnection agreements are required with other incumbent telephone companies, Big River will negotiate such agreements and seek TRA approval.

10. BIG RIVER'S TARIFF

A copy of the Company's tariff is attached as *Exhibit F*.

11. INFORMATION REGARDING REPAIR, MAINTENANCE, AND CUSTOMER SERVICE

A. Big River will bill its customers using industry-accepted methods of billing and collection. Big River has created and maintained its own billing system that allows it significant flexibility to provide a bill that is satisfactory to its customers and is easy to read and understand.

B. Big River will maintain a toll-free customer service telephone number at (800) 455-1608. Big River maintains a Customer Management System that tracks all interactions with

customers including all types of inquiries and trouble reports. The Customer Management System ensures that all customer issues are handled and closed out in a quality and timely fashion.

C. Big River's customer service representatives will be available to assist customers from 8:00 AM to 5:00 PM, Monday through Friday. Customers may reach Big River's customer service representatives by calling (800) 455-1608.¹ Big River customer service representatives will be able to access customer account information and will be prepared to answer questions related to the customer's monthly bill, Big River's rates and charges, and general questions concerning the Company and its products.

D. Billing adjustments will be processed at the time of the customer's inquiry and will appear on the customer's bill within thirty (30) days from the time they are issued.

E. The Customer Services Department will handle inquiries from regulatory agencies. The Customer Services Department will promptly review all complaints. During the review process, the customer may be contacted and asked to provide additional information regarding the complaint. In all cases, Big River's Customer Service System will be referenced to obtain all relevant information and the record of actions taken by Company employees relative to a particular complaint. Upon resolution of the complaint, the Customer Services Department will send a letter to the appropriate agency, customer, or complainant addressing the problem and documenting the manner in which the issue was resolved.

F. Should customers have service or maintenance issues, they may contact Big River's Customer Services Department 24 hours a day, seven (7) days a week, by calling toll free at (800) 455-1608.

¹ Customers may also submit their billing questions in writing.

G. The person responsible for working with the TRA to resolve customer complaints and to whom all questions regarding the Company's Tennessee operations should be directed is:

Steve Maldonado
Manager – Customer Service
24 So. Minnesota Ave.
Cape Girardeau, MO 63703
Telephone: (573) 651-3373
Facsimile: (573) 651-3605

12. **SMALL AND MINORITY-OWNED BUSINESS PARTICIPATION PLAN**

The Company has attached its Small and Minority-Owned Telecommunications Business Participation Plan as *Exhibit G*.

13. **TOLL DIALING PARITY PLAN**

The Company has attached its Toll Dialing Parity Plan as *Exhibit H*.

14. **NUMBERING ISSUES**

Big River will require a relatively small number of new telephone numbers in the exchanges in which it operates, all of which will be initially located within the 731 NPA. Big River will port telephone numbers from existing carriers for the bulk of local exchange customers it serves; this is consistent with Big River's experience in other states where it provides competitive local exchange service. Big River will provision telephone numbers from its own inventory when necessary and will comply with all numbering conservation efforts promulgated by the TRA, including number pooling and utilizing 80% of an NXX prior to ordering additional numbers. Big River, to the extent possible, will order new telephone numbers in 1,000 blocks as opposed to entire NXX's to conserve telephone numbers. Big River currently obtains telephone numbers for exchanges in other states from NANPA, as it will for the Tennessee exchanges it will serve, and facilitates the re-use of existing telephone numbers in

other states via the Local Number Portability (“LNP”) process to be able to conserve telephone numbers by porting customers’ existing numbers, as it will for the Tennessee customers it serves.

15. OPERATIONAL ISSUES

- A. Big River’s billing system will comply with T.C.A. § 65-21-114.
- B. Big River will use the Tennessee County-Wide Calling database maintained by BellSouth in providing County-Wide Calling.
- C. In the Company’s proposed service areas, Big River will, at a minimum, match the calling scopes of the local calling areas provided by the Incumbent Local Exchange Carriers.
- D. Big River will access the metro-area calling database maintained by BellSouth in providing like services to its customers in those areas.
- E. Big River does not currently have plans to directly telemarket its services to the public.

16. ADDITIONAL INFORMATION

Big River provides the following additional information:

- A. Pre-filed testimony of Gerard J. Howe is attached as *Exhibit I*.
- B. The Company has not been involved in a pertinent merger or acquisition.
- C. The Company may require deposits from its customers.
- D. The Applicant has had five complaints filed against it with the Missouri Public Service Commission. Each of the complaints has been answered, satisfactorily resolved by the Missouri Public Service Commission, and the complaints have been found to lack any merit. The Applicant has not had complaints filed against it with any other state or federal agency.

- E. Big River will offer services in territories primarily served by BellSouth, but the Company also plans to offer services in communities served by West Tennessee Telephone Company, which has fewer than 100,000 total access lines.

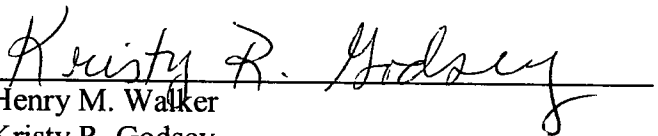
17. CONCLUSION

Big River respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competitive telecommunications service provider and authority to provide a full range of local exchange services on a facilities-based and resale basis throughout the State of Tennessee in the service areas of BellSouth, Century Telephone and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. Big River's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers. Furthermore, Big River will comply with all applicable Tennessee statutes, including T.C.A. § 65-4-201, as well as all applicable TRA rules, regulations, and orders.

For these reasons, Big River respectfully requests that the TRA grant the Company's applications for a Certificate of Convenience and Necessity.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 
Henry M. Walker
Kristy R. Godsey
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
(615) 252-2363

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing is being forwarded via U.S. mail, postage prepaid, to:

Ardmore Telephone Company, Inc.
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449

BellSouth
333 Commerce Street
Nashville, TN 37201-3300

Century Telephone of Adamsville
P.O. Box 405
116 North Oak Street
Adamsville, TN 38310

Century Telephone of Claiborne
P.O. Box 100
507 Main Street
New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale, Inc.
P.O. Box 782
5616 Main Street
Ooltewah, TN 37363

Citizens Communications Company of TN
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

Citizen Communications Company of the Volunteer State
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

Loretto Telephone Company, Inc.
P.O. Box 130
Loretto, TN 38469

Millington Telephone Company, Inc.
P.O. Box 429
4880 Navy Road
Millington, TN 38083-0429

Sprint-United
112 Sixth Street
Bristol, TN 37620

TDS Telecom-Concord Telephone Exchange, Inc.
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610

TDS Telecom-Humphreys County Telephone Company
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552

TDS Telecom-Tellico Telephone Company, Inc.
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009

TDS Telecom-Tennessee Telephone Company
P.O. Box 18139
Knoxville, TN 37928-2139

TEC-Crockett Telephone Company, Inc.
P.O. Box 7
Friendship, TN 38034

TEC-People's Telephone Company, Inc.
P.O. Box 310
Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc.
P.O. Box 10
244 East Main Street
Bradford, TN 38316

United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034

on this the 28th day of December, 2004.

Kristy R. Godsey
Kristy R. Godsey

List of Exhibits
Application of Big River Telephone Company

EXHIBITS

- | | |
|------------------|--|
| Exhibit A | Operating Agreement |
| Exhibit B | Certificate of Authority to Transact Business in Tennessee |
| Exhibit C | Managerial Experience |
| Exhibit D | Financial Reports of Big River Telephone Company, LLC |
| Exhibit E | Corporate Surety Bond |
| Exhibit F | Proposed Tariff |
| Exhibit G | Small and Minority-Owned Business Participation Plan |
| Exhibit H | Toll Dialing Parity Plan |
| Exhibit I | Pre-filed testimony of Gerard J. Howe |

Exhibit A
Application of Big River Telephone Company

EXHIBIT A

Big River Telephone Company, LLC
Operating Agreement

Big River Telephone Company, LLC
Amended and Restated
Limited Liability Company Operating Agreement

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT (including the appendices hereto, this "Agreement") is entered into as of this 16th day of November, 2001.

Recitals

The parties have agreed to the formation of a limited liability company, and the operation of such limited liability company, under the Delaware Limited Liability Company Act, 6 Del. C. §18-101 et seq., in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

Section I
Defined Terms

The following terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement (including Schedule A); and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Delaware Limited Liability Company Act, 6 Del.C. § 18-101 et seq., as amended from time to time.

"Adjusted Capital Account Deficit" means, with respect to any Interest Holder, the deficit balance, if any, in such Interest Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Interest Holder is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Section 1.704-2(g) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

"Affiliate" means, with respect to any Member or Manager, any Person: (i) which owns or controls more than 10% of the voting interests in such Member or Manager; or (ii) in which the Member or Manager owns more than 10% of the voting interests; (iii) in which more than 10% of the voting interests are owned by a Person who has a relationship with the Member or Manager described in clause (i) or (ii) above, (iv) which directly or indirectly controls, is

controlled by or is under common control with such Person or (v) any officer, director, manager or general partner of such Person. For purposes of this definition, the terms “controlled”, “is controlled by”, or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means this Limited Liability Company Agreement, as amended from time to time.

“Board of Managers” means those persons designated as Managers under this Agreement.

“Capital Account” means the account to be maintained by the Company for each Interest Holder in accordance with the following provisions:

(i) an Interest Holder’s Capital Account shall be credited with the Interest Holder’s Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder’s distributive share of Profit and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of Section IV; and

(ii) an Interest Holder’s Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the amount of any liabilities of the Interest Holder assumed by the Company (or which are secured by property contributed by the Interest Holder to the Company), the Interest Holder’s distributive share of Loss, and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Section IV.

(iii) If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest.

It is intended that “Capital Accounts” shall be maintained in compliance with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Board of Managers shall determine that it is prudent to modify the manner in which the Capital Accounts or any debits or credits thereto are computed in order to comply with such Regulations, the Board of Managers shall make such modification. The Board of Managers also shall (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Interest Holders and the amount of Company capital reflected on the Company’s balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (b) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

“Capital Contribution” means the total amount of cash and the Gross Asset Value of any other assets contributed or deemed contributed under the Code to the Company by a Member, net of liabilities assumed or to which the assets are subject. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note (or a person or entity related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

“Capital Securities” means as to any Person that is a corporation, the authorized shares of such Person’s capital stock, including all classes of common, preferred, voting and nonvoting capital stock, and, as to any Person that is not a corporation or an individual, the ownership or membership interests in such Person, including, without limitation, the right to share in profits and losses, the right to receive distributions of cash and property, and the right to receive allocations of items of income, gain, loss, deduction and credit and similar items from such Person, whether or not such interests include voting or similar rights entitling the holder thereof to exercise control over such Person.

“Cash Flow” means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Board of Managers increased by the reduction of any reserve previously established.

“Certificate of Formation” means the Certificate of Formation of the Company filed with the Office of the Delaware Secretary of State in accordance with the Act.

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

“Company” means the limited liability company formed in accordance with this Agreement.

“Company Assets” means all property held by the Company.

“Conversion” has the meaning set forth in Section 10.1.

“Depreciation” means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with

reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Managers.

“Employee Option Plan” is defined in Section 3.1.4.

“Exit Transaction” means (i) the sale by the Company of all or substantially all of the Company’s assets, including without limitation, the sale of all or substantially all of the assets of the Company and all of the Subsidiaries to a third party (other than a Member or an Affiliate of a Member), and the subsequent dissolution and winding up of the affairs of the Company in accordance with this Agreement and applicable law; (ii) the merger or consolidation of the Company with one or more of the third parties (other than a Member or an Affiliate of a Member) in a transaction in which such third parties thereafter control, directly or indirectly, more than fifty percent (50%) of the voting power of the Company; (iii) the sale of all or substantially all of the issued and outstanding Capital Securities of the Company to one or more third parties (other than a Member or an Affiliate of a Member) in a transaction in which such third parties thereafter control, directly or indirectly, more than fifty percent (50%) of the voting power of the Company.

“Fiscal Year” means as applicable: (i) the period commencing on the effective date of this Agreement and ending on the immediately succeeding December 31; (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31; and (iii) any portion of the period described in clause (ii) for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Section IV hereof or such other year as required by the Code.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

- (i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Board of Managers;
- (ii) The Gross Asset Value of all Company assets shall be adjusted to equal their gross fair market values, as determined by the Board of Managers, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Member of more than a *de minimis* amount of property as consideration for an interest in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Board of Managers reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;
- (iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Board of Managers; and

- (iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), in determining Profit and Loss, and in making special allocations in accordance with Schedule A; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Part (iv) to the extent that the Board of Managers determines that an adjustment pursuant to Part (ii) of this definition of Gross Asset Value is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Part (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to any of Parts (i), (ii), and (iv) of this definition of Gross Asset Value, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profit and Loss.

“Interest” means an Interest Holder’s share of the Profits and Losses of, and the right to receive distributions from the Company.

“Interest Holder” means any Person who holds an Interest, whether as a Member or an assignee of a Member who has not been admitted to the Company as a Member.

“Involuntary Withdrawal” means, with respect to any Member, the occurrence of any of the following events:

- (i) the Member makes an assignment for the benefit of creditors;
- (ii) the Member files a voluntary petition of bankruptcy;
- (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
- (iv) the Member files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member’s properties;
- (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (v);

- (vii) within one hundred twenty days (120) days of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation if the proceeding has not been dismissed, or within ninety (90) days after the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed, or if the appointment is stayed, for ninety (90) days after the expiration of the stay which period the appointment is not vacated;
- (viii) if the Member is an individual, the Member's death or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property;
- (ix) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;
- (x) if the Member is a partnership or another limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;
- (xi) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter; or
- (xii) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

"Manager" is a Person designated as such in this Agreement.

"Member" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company in accordance with the terms of this Agreement.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records; and (iii) right to vote on matters properly coming before the Members.

"Negative Capital Account" means a Capital Account with a balance of less than zero.

"New Securities" means any Capital Securities of the Company, whether or not now authorized; provided, however, that "New Securities" does not include (i) Capital Securities of the Company offered to the public pursuant to a registration statement filed under the Securities Act in connection with a public offering; (ii) Capital Securities of the Company issued in consideration of the acquisition of another Person or business by the Company by merger, consolidation, amalgamation, exchange of shares, the purchase of substantially all of the assets or otherwise; (iii) Capital Securities of the Company issued to other service providers of the Company or its subsidiaries pursuant to any form of incentive compensation approved by the Board of Managers; (iv) Capital Securities of the Company issued upon any stock split, stock

dividend, combination or other similar event with respect to the Company's Capital Securities; (v) the original Units issued pursuant to this Agreement; (vi) Capital Securities issued in connection with debt financing transactions or (vii) Capital Securities of the Company issued in satisfaction of the preemptive rights provided for in Section 3.3.

"Percentage" means, as to a Member, the ratio, as determined at any point in time, expressed as a percentage, that the Units held by the Member bears to the sum of all Units then outstanding, and as to an Interest Holder who is not a Member, the Percentage that the Units that have been acquired by such Interest Holder bears to the sum of all Units then outstanding, to the extent the Interest Holder has succeeded to the Interest represented by such Units. The Percentage of any particular Member will be automatically adjusted as Units are issued or redeemed by the Company pursuant to this Agreement.

"Person" means and includes any individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Positive Capital Account" means a Capital Account with a balance greater than zero.

"Profit" and "Loss" means, for each Fiscal Year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss for such year determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

- (i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profit and Loss shall be added to such taxable income or loss; and
- (ii) Any expenditure of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) not otherwise taken into account in computing Profit or Loss shall be subtracted from such taxable income or loss;
- (iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Part (ii) or Part (iii) of the definition of "Gross Asset Value" herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such assets for purposes of computing Profit or Loss;
- (iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

- (v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year, computed in accordance with the definition of “Depreciation” herein;
- (vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of an Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profit or Loss;
- (vii) Notwithstanding any other provision of this definition of “Profit” and “Loss”, any items specially allocated pursuant to Section 2 or Section 3 of Schedule A shall not be taken into account in computing Profits and Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 2 of Schedule A shall be determined by making adjustments analogous to those set forth in Parts (i) through (vi) above.

“Public Vehicle” has the meaning set forth in Section 10.1.

“Regulation” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

“Required Members” means the Members having at least two-thirds (2/3) percent of the Units then held by all Members.

“Subsidiary” means any Person whose Capital Securities, a majority ownership of which, directly or indirectly through the Company or one or more other Persons, (i) the Company has the then exercisable right to acquire or (ii) are owned or controlled by the Company (as control is defined in the definition of Affiliate).

“Transfer” means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means, voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

“Units” means units of participation representing Membership Rights in the Company.

“Voluntary Withdrawal” means a Member’s dissociation with the Company by means other than by a Transfer in compliance with this Agreement or an Involuntary Withdrawal.

Section II
Formation and Name: Office; Purpose; Term

2.1. Organization. The parties hereby organize a limited liability company pursuant to the Act and the provisions of this Agreement and, for that purpose, the parties hereby ratify and approve the Certificate of Formation of the Company filed with the Office of the Secretary of State of the State of Delaware on May 2, 2001 and enter into this Agreement.

2.2. Name of the Company. The name of the Company shall be "Big River Telephone Company, LLC." The Company may do business under that name and under any other name or names upon which the Board of Managers selects in its sole discretion. If the Company does business under a name other than that set forth in its Certificate of Formation, then the Company shall file a fictitious name certificate or any other documents as required by applicable law.

2.3. Purpose. The Company is organized solely to purchase, acquire, buy, sell, own, trade in, hold, develop, lease, manage, subdivide and otherwise deal in and with assets used in the operation of regional, local and long distance telephone and internet service providers and to act as such a provider and to do any and all things necessary, convenient, or incidental to that purpose.

2.4. Term. The term of the Company shall be perpetual.

2.5. Registered Office. The registered office of the Company in the State of Delaware shall be located at the address set forth in the Certificate of Formation or at any other place within the State of Delaware which the Board of Managers shall select. The principal office of the Company shall be at any location which the Board of Managers shall select.

2.6. Registered Agent. The name of the Company's registered agent in the State of Delaware shall be the Person named in the Certificate of Formation or such other Person which the Board of Managers shall select.

2.7. Members. The name, present mailing address, taxpayer identification number, Capital Contribution and Percentage of each Member are set forth on Schedule B attached hereto.

Section III
Members; Capital; Capital Accounts

3.1. Contributions to Company Capital; Issuance of Units; Unit Certificates.

3.1.1. There are hereby established and authorized for issuance 3,984,375 Units.

3.1.2. Each Person listed on Schedule B as an Initial Member is hereby issued such number of Units as is set forth opposite such Member's name on Schedule B hereto. The Members listed as Initial Members on Schedule B have, as of the date of this Agreement, made, in the aggregate, Capital Contributions of \$50,000 and are to be issued, in the aggregate, 62,500 Units. The Board of Managers is hereby authorized to

issue, from time to time, up to three million one hundred twenty-five thousand (3,125,000) Units at a price of eighty cents (\$0.80) per Unit, which shall be subscribed and paid in accordance with the terms of this Section 3.1.2. Each Person who wishes to subscribe for a Unit shall deliver to the Board of Managers at the time of subscribing (i) cash in the amount of eighty cents (\$0.80) multiplied by the number of Units for which the Person is subscribing, and (ii) one copy of a properly executed subscription agreement in a form approved by the Board of Managers, and (iii) an executed signature page evidencing such Person's agreement to be bound by the terms of this Agreement. Admission of a Member and issuance of Units shall be made only upon receipt of the above items and acceptance of a subscription by the Board of Managers. The Board of Managers may accept subscriptions, in whole or in part, at its discretion.

3.1.3. The Company may authorize and issue from time to time hereafter additional Units having such designations, preferences or special rights as the Board of Managers may from time to time designate in an amendment to this Agreement. Such an amendment shall not require the consent of the Members so long as the provisions of Section 3.3. are followed.

3.1.4. The Company reserves 796,875 Units for issuance to employees of the Company pursuant to an Employee Option Plan or Employee Option Plans to be adopted and administered by the Board of Managers in their discretion (all such plans, the "Employee Option Plan").

3.1.5. The Company shall issue certificates representing the Units in such form as shall be approved by the Board of Managers. Units may be Transferred, subject to the provisions of this Agreement, only upon the presentation of the certificates representing such Units, duly endorsed. The Company shall maintain a record of the ownership and transfer of all Units. No purported Transfer of a Unit shall be effective unless reflected in such record. All Unit certificates shall bear a legend providing notice of the restrictions imposed by this Agreement. No Unit may be transferred and no transferee of any Unit shall be deemed a Member of the Company with Membership Rights unless the provisions of Section 6 of this Agreement are fully complied with.

3.2. Capital Contributions.

3.2.1. On or prior to the date of this Agreement, each of the Members listed on Schedule B as Initial Members has made initial Capital Contributions to the Company in cash in the amount set forth on Schedule B next to such Member's name. The initial Capital Contribution made by each additional Member shall be set forth on Schedule B which the Board of Managers is authorized to amend from time to time to reflect all Members. Except as contemplated by this Section 3.2., no Member shall be required to make any Capital Contribution to the Company.

3.2.2. The Units received by a Member pursuant to the terms of any Employee Option Plan are subject to the terms of such Employee Option Plan.

3.3. Preemptive Rights. The Company shall only issue New Securities in accordance with the following terms:

3.3.1. The Company shall not issue any New Securities unless it first delivers to each Member (referred to herein as a “Buyer”) a written notice (the “Notice of Proposed Issuance”) specifying the type and total number of such New Securities that the Company then intends to issue (the “Offered New Securities”), the material terms, including the price upon which the Company proposes to issue the Offered New Securities and stating that the Buyer shall have the right to purchase the Offered New Securities in the manner specified in this Section 3.3. for the same price per share and in accordance with the same terms and conditions specified in such Notice of Proposed Issuance.

3.3.2. During the thirty (30) consecutive day period commencing on the date the Company delivers to all of the Buyers the Notice of Proposed Issuance (the “Thirty Day Period”) in accordance with Section 3.3.1. hereof, the Buyers shall have the option to purchase all of the Offered New Securities at the same price per Unit and upon the same terms and conditions specified in the Notice of Proposed Issuance. Each Buyer electing to purchase Offered New Securities must give written notice of its election to the Company prior to the expiration of the Thirty Day Period.

3.3.3. Each Buyer shall have the right to purchase that number of the Offered New Securities as shall be equal to the number of the Offered New Securities multiplied by a fraction, the (i) numerator of which shall be the number of Units then held by such Buyer and (ii) the denominator of which shall be the aggregate number of Units then held by all of the Buyers. The amount of such Offered New Securities that each Buyer is entitled to purchase under this Section 3.3.3. shall be referred to as its “Proportionate Share”.

3.3.4. Each Buyer shall have a right of oversubscription such that if any other Buyer fails to elect to purchase his or its full Proportionate Share of the Offered New Securities, the other Buyer(s) shall, among them, have the right to purchase up to the balance of such Offered New Securities not so purchased. The Buyers may exercise such right of oversubscription by electing to purchase more than their Proportionate Share of the Offered New Securities by so indicating in their written notice given during the Thirty Day Period. If, as a result thereof, such oversubscription exceeds the total number of the Offered New Securities available in respect to such oversubscription privilege, the oversubscribing Buyers shall be cut back with respect to oversubscriptions on a pro rata basis in accordance with their respective Proportionate Share or as they may otherwise agree among themselves.

3.3.5. If some or all of the Offered New Securities have not been purchased by the Buyers pursuant to Section 3.3.1. through 3.3.4. hereof, then the Company shall have the right, until the expiration of one hundred eighty (180) days commencing on the first day immediately following the expiration of the Thirty Day Period, to issue such remaining Offered New Securities to one or more third parties at not less than, and on terms no more favorable to the purchasers thereof than, the price and terms specified in

the Notice of Proposed Issuance. If for any reason the Offered New Securities are not issued within such period and at such price and on such terms, the right to issue in accordance with the Notice of Proposed Issuance shall expire and the provisions of this Agreement shall continue to be applicable to the Offered New Securities.

3.3.6. The Buyer purchasing the greatest percentage of the Offered New Securities shall set the place, time and date for the consummation of the purchase of the Offered New Securities (a "Closing"), which Closing shall occur not more than five (5) days after the first day immediately following the expiration of the Thirty Day Period. The purchase price for the Offered New Securities shall, unless otherwise agreed in writing by the parties to such transaction, be paid in immediately available funds on the date of the Closing. At the Closing, the Buyers shall deliver the consideration required by Section 3.3.2. and the Company shall deliver any documents or instruments, if applicable, representing the Offered New Securities.

3.3.7. The Company may proceed with the issuance of New Securities without first following procedures in Sections 3.3.1. through 3.3.6. above, provided that (i) the purchaser of such New Securities agrees in writing to take such New Securities subject to the provisions of this Section 3.3.7. and (ii) within ten (10) days following the issuance of such New Securities, the Company or the purchaser of the New Securities undertakes steps substantially similar to those in Sections 3.3.1. through 3.3.6. above to offer to all Buyers the right to purchase from such purchaser a pro rata portion of such New Securities or to purchase from the Company additional New Securities, in either case at the same price and terms applicable to the purchaser's purchase thereof so as to achieve substantially the same effect from a dilution protection standpoint as if the procedures set forth in Sections 3.3.1. through 3.3.6. had been followed prior to the issuance of such New Securities.

3.3.8. The rights under this Section 3.3. may be waived in whole or in part as to all of the Buyers with the consent of the Required Members, and any such waiver shall be binding upon all of the Buyers, provided, however, if the Company issues New Securities to one or more Members without offering to all Buyers the right to purchase a Proportionate Share of the New Securities after such waiver is effected, then such waiver shall not be binding upon any Buyer as to such Member's purchase of such New Securities. In no event shall the Company be required to offer or sell New Securities to any Person unless such Person is able to establish, to the satisfaction of the Company, that such Person is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933 and that such offer and sale will comply with all applicable securities and other laws without the need for substantial additional cost, effort or delay.

3.4. No Interest on Capital Contributions. Interest Holders shall not be paid interest on their Capital Contributions.

3.5. Return of Capital Contributions. Except as otherwise provided in this Agreement, no Interest Holder shall have the right to the return of any Capital Contribution.

3.6. Capital Accounts. A separate Capital Account shall be maintained for each Interest Holder.

3.7. Loans. Any Member or Manager may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Board of Managers and the Member and/or the Manager making the loan shall agree.

Section IV

Profit, Loss, and Distributions

4.1. Allocation of Profits and Losses

4.1.1. Profits. After giving effect to the regulatory allocations set forth in Schedule A, Profits for any Fiscal Year shall be allocated in the following order and priority:

4.1.1.1. First, to the Interest Holders in an amount equal to the excess, if any, of (i) the cumulative Losses allocated to the Interest Holders pursuant to Section 4.1.2.3. for all prior Fiscal Years, over (ii) the cumulative Profits allocated pursuant to this Section 4.1.1.1. for all prior Fiscal Years, pro rata among the Interest Holders in accordance with their respective shares of such excess.

4.1.1.2. Second, to the Interest Holders in an amount equal to the excess, if any, of (i) the cumulative Losses allocated to the Interest Holders pursuant to Section 4.1.2.2. for all prior Fiscal Years, over (ii) the cumulative Profits allocated pursuant to this Section 4.1.1.2. for all prior Fiscal Years, pro rata among the Interest Holders in accordance with their respective shares of such excess.

4.1.1.3. Third, to the Interest Holders pro rata in accordance with their Percentages.

4.1.2. Losses. After giving effect to the regulatory allocations set forth in Schedule A, Losses for any Fiscal Year shall be allocated in the following order and priority:

4.1.2.1. First, to the Interest Holders in an amount equal to the excess, if any, of (i) the cumulative Profits allocated to the Interest Holders pursuant to Section 4.1.1.3. over (ii) the cumulative Losses allocated pursuant to this Section 4.1.2.1. for all prior Fiscal Years, pro rata among the Interest Holders in accordance with their respective shares of such excess.

4.1.2.2. Second, to the Interest Holders in an amount equal to the excess, if any, of (i) the cumulative Profits allocated to the Interest Holders

pursuant to Section 4.1.1.2. over (ii) the cumulative Losses allocated pursuant to this Section 4.1.2.2. for all prior Fiscal Years, pro rata among the Interest Holders in accordance with their respective shares of such excess.

4.1.2.3. Third, to the Interest Holders pro rata in accordance with their Percentages.

4.1.2.4. Losses allocated shall not cause an Interest Holder to have an Adjusted Capital Account Deficit unless no Interest Holder has a Positive Capital Account. In the event that some, but not all, of the Interest Holders would have an Adjusted Capital Account Deficit as a consequence of an allocation of Losses, the limitation set forth in the preceding sentence shall be applied on an Interest Holder by Interest Holder basis.

4.2 Distributions. Except as otherwise provided in Section 4.3., Cash Flow shall be distributed to the Interest Holders pro rata in accordance with their Percentages at such times and in such amounts as the Board of Managers shall determine in its sole discretion.

4.3. Liquidation and Dissolution.

4.4.1. If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders pro rata in accordance with their Positive Capital Account balances determined after taking into account the allocations of Profit or Loss pursuant to Section 4.1., if any.

4.4.2. No Interest Holder shall be obligated to restore a Negative Capital Account.

4.5. General.

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Board of Managers in its sole discretion.

4.5.2. The Company Assets may be distributed in kind to the Interest Holders, and those assets shall be valued on the basis of their fair market value. The fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Board of Managers.

4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the Fiscal Year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's Fiscal Year is separated into segments, if there is a Transfer or an Involuntary Withdrawal or the issuance of additional Units during the Fiscal Year, the Profit and Loss shall be allocated between the original Interest Holder and the successor (in accordance with Code Section 706 using any convention permitted by law and selected by the Board of Managers in its sole

discretion) on the basis of the number of days each was an Interest Holder during the Fiscal Year; provided, however, the Company's Fiscal Year shall be segregated into two or more segments in order to account for Profit, Loss or proceeds attributable to a Capital Transaction or to any other extraordinary non-recurring items of the Company.

4.5.4. The Board of Managers is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

Section V

Management: Rights, Powers, and Duties

5.1. Management.

5.1.1. Board of Managers. The Company shall be managed by the Board of Managers composed of three (3) Managers, who may, but need not, be Members. Gerard J. Howe, Thomas Bartow and Patrick O'Malley are hereby designated to serve as the initial Managers serving on the Board of Managers.

5.1.2. General Powers. The Board of Managers shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including without limitation, for Company purposes, the power to:

5.1.2.1. acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

5.1.2.2. construct, operate, maintain, finance and improve, and to own, sell, convey, assign, mortgage, or lease any of the Company Assets;

5.1.2.3. enter into agreements and contracts in connection with the Company's business;

5.1.2.4. purchase liability and other insurance to protect the Company's properties and business;

5.1.2.5. borrow money for and on behalf of the Company, and, execute any guaranty on behalf of a third party;

5.1.2.6. execute or modify agreements or contracts with respect to any part or all of the Company's Assets;

5.1.2.7. prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust which may affect any Company Asset and, in connection therewith, to execute for and on behalf of the Company any extensions, renewals, or modifications of such mortgages or deeds of trust;

5.1.2.8. execute any and all other instruments and documents which may be necessary or in the opinion of the Board of Managers desirable to carry out the intent and purpose of this Agreement;

5.1.2.9. make any and all expenditures which the Board of Managers, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting, and other related expenses incurred in connection with the organization, financing, and operation of the Company;

5.1.2.10. enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company; and

5.1.2.11. invest and reinvest Company reserves in short term instruments or money market funds.

5.1.2.12. confess a judgement against the Company in any amount;

5.1.2.13. make any loan to any Member or Affiliate of any Member;

5.1.2.14. enter into or amend any transaction between the Company and a Member or an Affiliate of a Member, or establish or pay any salaries, bonuses, or other forms of compensation to any Person who is an employee or Affiliate of a Member for service as an employee, consultant, agent or representative of the Company;

5.1.2.15. cause or permit the Company to incur or become liable for capital expenditures;

5.1.2.16. sell, exchange, lease, mortgage, pledge or otherwise dispose of all or substantially all of the assets of the Company in a single transaction or series of related transactions;

5.1.2.17. approve a merger or consolidation with another Person;

5.1.2.18. change the status of the Company from one in which management is vested in the Board of Managers to one in which management is vested in the Members;

5.1.2.19. establish any reserve on the books of the Company;

5.1.2.20. amend the Certificate of Organization of the Company (except for such amendments as may require approval of the Members under Section 5.1.3.);

5.1.2.21. amend this Agreement or waive the enforcement or application of any provision hereof (except as such powers may be limited under Section 5.1.3. hereof);

5.1.2.22. accept subscriptions for new Units, issue new Units and admit any new Member or substitute Member pursuant to the terms of this Agreement;

5.1.2.23. authorize and administer Employee Option Plans;

5.1.2.24. to issue authorized but previously unissued Units pursuant to the terms of this Agreement including Units reserved for issuance pursuant to any Employee Option Plan; to purchase any outstanding Unit at a purchase price acceptable to the Unit holder and the Board of Managers, in its sole discretion; and to reissue any repurchased Unit at a price and upon terms acceptable to the Board of Managers in its sole discretion;

5.1.2.25. cause a Conversion; and

5.1.2.26. terminate, dissolve or windup the Company.

5.1.3. Extraordinary Transactions. Notwithstanding anything to the contrary in this Agreement, the Board of Managers shall not, without the approval of Members holding a majority of the Units then held by Members, (i) allow the Company to engage in business outside the scope of its purpose as described in Section 2.3; (ii) perform any act in contravention of this Agreement; or (iii) amend the Certificate of Organization or this Agreement in such a way as to change the relative rights or obligations of the Members except as may be specifically allowed under this Agreement.

5.1.4. Limitation on Authority of Members.

5.1.4.1. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member.

5.1.4.2. This Section 5.1. supersedes any authority granted to the Members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Section 5.1. shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.1.5. Removal of Manager. The Members, at any time and from time to time and for any reason, by the affirmative vote of the Required Members, may remove any Manager then acting.

5.2. Meetings of and Voting by Members.

5.2.1. A meeting of the Members may be called at any time by the Board of Managers or by the Chief Executive Officer. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Person calling the meeting. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if, before or after the meeting, the Member signs a waiver of the notice which is filed with the records of Members' meetings, or if such Member is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding not less than a majority of the Units then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by his duly authorized attorney in fact.

5.2.2. Except as otherwise provided in this Agreement, wherever this Agreement requires the approval of the Members, the affirmative vote of members holding a majority or more of the Units then held by Members shall be required to approve the matter.

5.2.3. In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding that number of Units then held by Members which are required hereunder to approve the action.

5.3. Personal Services.

5.3.1. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Board of Managers, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company.

5.3.2. The Board of Managers shall not be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and

purpose thereof, each Manager shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

5.4. Duties of Parties.

5.4.1. Each Manager shall devote such time to the business and affairs of the Company as is necessary to carry out such Manager's duties set forth in this Agreement.

5.4.2. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms as determined by the Board of Managers.

5.5. Liability and Indemnification.

5.5.1. No Manager shall be liable, responsible, or accountable, in damages or otherwise, to any Member or to the Company for any act performed by such Manager within the scope of the authority conferred on such Manager by this Agreement, except for fraud, gross negligence, willful misconduct, or an intentional breach of this Agreement.

5.5.2. To the fullest extent permitted by applicable law, the Company shall indemnify each Manager for any act performed by such Manager within the scope of the authority conferred on such Manager by this Agreement, except for fraud, gross negligence, willful misconduct or an intentional breach of this Agreement.

5.5.3. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or Manager or any officer, director, stockholder, member, partner, representative, employee or agent of such Member or Manager (collectively a "Covered Person") shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

5.5.4. To the fullest extent permitted by applicable law, a Member shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member for any acts performed by such Member within the scope of the authority conferred on such Member by this Agreement, except for fraud, gross negligence, willful misconduct or an intentional breach of this Agreement.

5.6. Power of Attorney.

5.6.1. Grant of Power. Each Member constitutes and appoints each Manager as the Member's true and lawful attorney-in-fact ("Attorney-in-Fact"), and in the Member's name, place and stead, to make, execute, sign, acknowledge, and file:

5.6.1.1. the Certificate of Formation;

5.6.1.2. all documents (including amendments to the Certificate of Formation) which the Attorney-in-Fact deems appropriate to reflect any amendment, change, or modification of this Agreement;

5.6.1.3. any and all other certificates or other instruments required to be filed by the Company under the laws of the State of Delaware or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the State of Delaware;

5.6.1.4. one or more fictitious or trade name certificates; and

5.6.1.5. all documents which may be required to dissolve and terminate the Company and to cancel its Certificate of Formation.

5.6.2. Irrevocability. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member and be binding on such Member's heirs. It also shall survive the Transfer of an Interest, except that if the transferee is approved for admission as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

5.7. Functioning of the Board of Managers.

5.7.1. Meetings; Proxies. Regular meetings of the Board of Managers shall be held as determined by the Board of Managers. Any Manager may, upon two (2) days notice to the other Managers, call a special meeting of the Board of Managers at any time. Managers may vote by proxy at any meeting.

5.7.2. Notice; Waiver; Minutes. All Managers shall receive notice of each meeting of the Board of Managers together with a copy of the proposed agenda for such meeting at least two (2) days prior to a scheduled regular meeting date or upon the serving of notice of a special meeting. Attendance at a meeting of the Board of Managers shall constitute waiver of notice thereof. The Board of Managers shall keep minutes of its meetings.

5.7.3. Action Without Meeting. Any action which may be taken by the Board of Managers at a meeting thereof may be taken without a meeting by the unanimous written consent of all members of the Board of Managers.

5.8. Officers of the Company.

5.8.1. Executive Officers. The officers of the Company shall be a Chief Executive Officer, a President and a Senior Vice President and may include additional Vice Presidents (the number thereof to be determined by the Board of Managers), a Treasurer, a Secretary and such assistant Treasurers, assistant Secretaries or other officers, if any, as may be elected by the Board of Managers. Any two or more offices may be held by the same person. Initially, Gerard J. Howe shall act as the Chief Executive Officer of the Company, Kevin Cantwell shall act as the President of the Company and Phillip Abbenhaus shall act as the Senior Vice President/Chief Financial Officer of the Company.

5.8.2. Other Officers. The Board of Managers may elect such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

5.8.3. Election and Term of Office. Vacancies in any office may be filled, or new offices may be created and filled, at any meeting of the Board of Managers. Each officer shall hold office until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

5.8.4. Compensation of Officers. The compensation of all officers of the Company shall be fixed by the Board of Managers.

5.8.5. Removal of Officers; Vacancy. Any officer or agent designated hereunder or appointed by the Board of Managers may be removed by the Board of Managers at any time, with or without cause. Any such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any vacancy in any office may be filled by the Board of Managers for the unexpired portion of the term.

5.8.6. Resignation of Officers. Any officer of the Company may resign at any time by giving written notice to the Board of Managers. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, then upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective.

5.8.7. Duties of the Officers. Officers shall perform their duties as officers in good faith and with that degree of care which an ordinarily prudent person in a like position would use under similar circumstances.

5.8.7.1. Duties of the Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Company. The Chief Executive Officer shall see that all orders and resolutions of the Board of Managers and the Members are carried into effect. In his/her capacity as chief executive officer, the Chief Executive Officer shall preside at all meetings of the Members and of the Board of Managers. The Chief Executive Officer shall have such other powers and duties as the Board of Managers assigns from time to time. Notwithstanding the foregoing, the Chief Executive Officer shall have the power and authority to operate the business affairs of the Company on a day to day basis. The Chief Executive Officer must seek the approval from the Board of Managers of actions performed on behalf of the Company only if those actions would (i) change the relative rights of the Members, (ii) expand the Company's operations into a new line of business, or (iii) require the Company to make expenditures that exceed the Company's annual budget, as set by the Board of Managers; provided that if, in any year, the Board of Managers fails to adopt a budget, then the budget for the applicable year shall be deemed the same as the last budget adopted by the Board of Managers unless and until the Board of Managers adopts a new budget for such year.

5.8.7.2. Duties of the President. In the absence of the Chief Executive Officer or in the event of his inability to act, the President shall perform the duties of the Chief Executive Officer, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall perform such other duties as from time to time may be assigned to him by the Chief Executive Officer or by the Board of Managers.

5.8.7.3. Duties of the Vice-President. In the absence of the President or in the event of his inability to act, the Vice-President, if any (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated by the Board of Managers or, if not so designated, in the order of their appointment or election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Managers.

5.8.7.4. Duties of Other Officers. Any other officers appointed by the Board of Managers hereunder shall perform such duties as from time to time may be assigned to him/her by the Chief Executive Officer or by the Board of Managers.

Section VI
Transfer of Interests, Units and Withdrawals of Members

6.1. Transfers.

6.1.1. No Person may Transfer all or any portion of any Units or any interest or rights in the Person's Membership Rights or Interest unless the following conditions ("Conditions of Transfer") are satisfied:

6.1.1.1. The Transfer will not require registration of Units, Interests or Membership Rights under any federal or state securities laws;

6.1.1.2. The transferee delivers to the Company a written instrument agreeing to be bound by the terms of this Agreement.

6.1.1.3. The Transfer will not result in the termination of the Company pursuant to Code Section 708;

6.1.1.4. The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

6.1.1.5. The transferor or the transferee delivers the following information to the Company: (i) the transferee's taxpayer identification number and (ii) the transferee's initial tax basis in the Transferred Interest;

6.1.1.6. The transfer will not result in the Company being taxed as a corporation for purposes of federal or state income tax purposes.

6.1.1.7. The transfer has received the written consent of the Board of Managers.

6.1.2. If the Conditions of Transfer are satisfied, then a Member or Interest Holder may Transfer all or any portion of that Person's Interest. The Transfer of an Interest pursuant to this Section 6.1. shall not result, however, in the Transfer of Units or any of the transferor's other Membership Rights, if any, and the transferee of the Interest shall have no right to: (i) become a Member or the holder of a Unit without the consent of the Board of Managers; or (ii) exercise any Membership Rights other than those specifically pertaining to the ownership of an Interest.

6.1.3. Each Member hereby acknowledges the reasonableness of the prohibition contained in this Section 6.1. in view of the purposes of the Company and the relationship of the Members. The Transfer of any Units, Membership Rights or Interests in violation of the prohibition contained in this Section 6.1. shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Units or Membership Rights are attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act

as an agent of the Company or have any other rights in or with respect to the Units or Membership Rights.

6.2 Voluntary Withdrawal. No Member shall have the right or power to effect a Voluntary Withdrawal from the Company. Any Member who effectuates a Voluntary Withdrawal in violation of this Agreement shall not be permitted to receive the fair value of the Member's Interest as of the date of the Voluntary Withdrawal as otherwise provided in Section 18-604 of the Act.

6.3. Involuntary Withdrawal. Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the Withdrawn Member shall thereupon become an Interest Holder but shall not become a Member. The successor Interest Holder shall have all the rights of an Interest Holder but shall not be entitled to receive the fair market value of the Member's Interest as of the date of the Involuntary Withdrawal from the Company as otherwise provided in Section 18-604 of the Act.

6.4. Drag Along Rights. If the Required Members or the Board of Managers elect to effect an Exit Transaction, each Member shall sell the Units then held by such Member, pro rata with other holders of Units, on the terms and conditions approved by the Required Members or Board of Managers (as applicable); provided, however, that the Units of each class being sold by each Member are sold for the same price and upon the same terms and conditions in all material respects as those applicable to the Units of the same class being sold by the Required Members. Each Member will take all action necessary and desirable in connection with the consummation of the sale of Units of the Company including, without limitation, execution and delivery of agreements relating to such sale of Units of the Company. Each Member will bear his/her pro rata share of the cost of any sale of Units or other equity securities pursuant to an Exit Transaction to the extent such costs are incurred for the benefit generally of all equity holders of the Company and are not otherwise paid by the Company or the acquiring party. Costs incurred by equity holders of the Company on their own behalf will not be considered costs of the transaction hereunder.

Section VII

Dissolution, Liquidation, and Termination of the Company

7.1. Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

7.1.1. upon the unanimous written agreement of all of the Managers without the consent of the Members;

7.1.2. upon the sale of all or substantially all of the assets of the Company; or

7.1.3. on March 31, 2002, if the transaction contemplated between the Company, LDD, Inc., DCI, Inc. and Edward Eagleton, described in the Purchase Agreement between such parties has not closed; or

7.1.4. the entry of a decree of judicial dissolution under 6 Del. C. § 18-802.

7.2. Procedure for Winding Up and Dissolution. If the Company is dissolved, the Board of Managers shall wind up its affairs. If there shall be no remaining Manager, the Members shall elect a Person to wind up the affairs of the Company. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in proportion to their respective Capital Accounts.

7.3. Filing of Certificate of Cancellation. Upon completion of the winding up of the affairs of the Company, a Certificate of Cancellation shall be properly filed with the Office of the Secretary of State of the State of Delaware.

Section VIII

Books, Records, Accounting, and Tax Elections

8.1. Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Board of Managers shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. Books and Records.

8.2.1. The Board of Managers shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Certificate of Formation and Limited Liability Company Operating Agreement and all amendments to the Certificate of Formation and the Limited Liability Company Operating Agreement; a current list of the names and last known business, residence, or mailing addresses of all Members; and the Company's federal, state, or local tax returns.

8.2.2. The books and records shall be maintained in accordance with generally accepted accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours for any purpose reasonably related to such Member's interest as a Member.

8.2.3. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

8.3. Annual Accounting Period. The annual accounting period of the Company shall be its Fiscal Year.

8.4. Reports. Within ninety (90) days after the end of each Fiscal Year of the Company, the Board of Managers shall cause to be sent to each Person who was a Member at any time during the accounting year then ended: (i) an annual compilation report, prepared by the Company's independent accountants in accordance with standards issued by the American Institute of Certified Public Accountants, and (ii) a report summarizing the fees and other remuneration paid by the Company to any Member, any Manager or any Affiliate in respect of the Fiscal Year. In addition, within ninety (90) days after the end of each Fiscal Year of the Company, the Board of Managers shall cause to be sent to each Person who was an Interest Holder at any time during the Fiscal Year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the requesting Member's expense, the Board of Managers shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member. If any Member requests such an audit, the Board of Managers may require the requesting Member to deposit with the Company, in advance of such audit, such amount as the Board of Managers reasonably believes will cover the cost of such audit.

8.5. Tax Matters Partner. Gerard J. Howe or his replacement on the Board of Managers shall be the Company's tax matters partner ("Tax Matters Partner"). The Tax Matters Partner shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Partner may not compromise any dispute with the Internal Revenue Service without the approval of the Board of Managers.

8.6. Tax Elections. The Board of Managers shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The decision to make or not make an election shall be at the Board of Manager's sole and absolute discretion, subject to the Board of Managers' obligations to act in the best interest of the Company and its Members.

8.7. Title to Company Assets.

8.7.1. Except as provided in Section 8.7.2., all real and personal property acquired by the Company shall be acquired and held by the Company in its name.

8.7.2. The Board of Managers may direct that legal title to all or any portion of the Company's Assets be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Board of Managers may cause title to be acquired and held in its name or in the names of trustees, nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the

Company's Assets (or any part thereof) is solely for the convenience of the Company, and all of Assets shall be treated as Company Assets.

Section IX

No Expansion of Duties

The parties acknowledge that the Members, Managers and their Affiliates are in the business of making investments in, and have investments in, other businesses similar to and that may compete with the businesses of the Company and its direct and indirect subsidiaries ("Competing Businesses") and reserve the right to make additional investments in other Competing Businesses independent of their investments in the Company. By virtue of a Member holding interests in the Company or by any Manager or any Member having persons designated by or affiliated with such Member serving on or observing at meetings of the Board of Managers or otherwise, no Member, Manager nor any of the Member's or Manager's respective affiliates shall have any obligation to the Company, any subsidiary of the Company or any Member to refrain from competing with the Company or any subsidiary of the Company, making investments in Competing Businesses, or otherwise engaging in any commercial activity; and none of the Company, any Subsidiary or any Member shall have any right with respect to any other such investments or activities undertaken by such Member or Manager. Without limitation of the foregoing, each Member, Manager and any Affiliates thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company or any Subsidiary, and none of the Company, any Subsidiary or any other Member shall have any rights or expectancy by virtue of such Member's or Manager's relationships with the Company, this Agreement or otherwise in and to such independent ventures or the income or profits derived therefrom; and the pursuit of any such venture, even if such investment is in a Competing Business shall not be deemed wrongful or improper. No Member, Manager nor any of their respective Affiliates shall be obliged to present any particular investment opportunity to the Company or any Subsidiary even if such opportunity is of a character that, if presented to the Company or a subsidiary of the Company, could be taken by the Company or such Member or Manager, and the Members, Managers and their respective Affiliates shall continue to have the right to take for their own respective account or to recommend to others any such particular investment opportunity.

Section X

Conversion Into Corporate Form

10.1. Conversion Into Corporate Form.

10.1.1. In connection with a proposed public offering of equity securities of a Public Vehicle (as defined below), the Board of Managers shall have the power and authority to effect (i) the conversion of the form of the Company's business from a limited liability company to a Delaware corporation, (ii) the merger of the Company with or into a new or previously established but dormant Delaware corporation having no assets or liabilities, debts or other obligations of any kind whatsoever other than those associated with its formation and initial capitalization, or (iii) the liquidation of the Company and the distribution to the Interest Holders of the Capital Securities of a

Subsidiary which owns all of the assets and liabilities of the Company (such a conversion, merger or liquidation is referred to as a “Conversion” and such Delaware corporation is referred to as the “Public Vehicle”).

10.1.2. Upon the consummation of a Conversion, the Units held by each holder thereof shall thereupon be converted into a number of shares of the Public Vehicle’s Common Stock which would, as nearly as practicable, provide each holder with the same economic benefit that such holder would receive if, immediately prior to the Conversion, (i) the Company distributed all of its assets to its Interest Holders in accordance with Section 4.5.2. of this Agreement or (ii) all of the Company’s assets were sold for their fair market value (which value shall be determined in good faith by the Board of Managers) and the Company was liquidated and all of its assets were distributed in accordance with Section 4.4. of this Agreement. The Board of Managers’ determination of the number of shares of the Public Vehicle’s Common Stock that each Member receives upon a Conversion shall be final and binding on the holders of Units absent manifest arithmetic error.

10.2. Member Action. In connection with a Conversion of Units into the Public Vehicle’s Capital Securities effected by the Board of Managers pursuant to Section 10.1., each Member covenants and agrees to take any and all such action and execute and deliver any and all such instruments and other documents as the Board may reasonably request in order to effect or evidence such Conversion of Units. Without limiting the generality of the foregoing, no Member shall have or be entitled to exercise any dissenter’s rights, appraisal rights or other similar rights in connection with such Conversion.

Section XI

General Provisions

11.1. Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Board of Managers deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules and regulations relating to the acquisition, operation or holding of the property of the Company.

11.2. Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a “notice”) required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company shall be given by a Manager. A notice must be addressed to an Interest Holder at the Interest Holder’s last known address on the records of the Company. A notice to the Company must be addressed to the Company’s principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

11.3. Confidentiality. The Members and the Managers acknowledge that they have had access to and become familiar with the following information, and expect to have continuing access to and become familiar with the same type of information in the future, any and all of which constitutes confidential information of the Company (collectively the “Confidential Information”):

- (i) any and all trade secrets concerning the business and affairs of the Company, including without limitation the business plan of the Company, concepts, ideas, designs, inventions, products, specifications, know-how, techniques, processes, software programs, customer lists, projects, plans, prospects, methods and information of the Company and other information, however documented, that is a trade secret within the meaning of Delaware law;
- (ii) any and all information concerning the business and affairs of the Company (which includes financial statements, financial projections and budgets, capital spending budgets, projected sales, however documented); and
- (iii) any and all notes, analyses, compilation studies, summaries and other materials prepared by or for the Company containing or based in whole or in part on the information enclosed in the foregoing.

Members and Managers acknowledge and agree that all Confidential Information known or obtained by them, whether before or after the date hereof, constitutes the property of the Company. Each of the Members and Managers agrees that it will not at any time disclose to any Person (other than its directors, officers, employees, consultants, advisors, investors and others with a need to know such information and who have been advised of the confidential nature thereof) or use for its own account or for the benefit of any third party, any Confidential Information, without the Company’s prior written consent, unless and to the extent that the Confidential Information (a) is or becomes known to or available for use by the public or the Member or Manager other than as a result of the fault of the Member or Manager, or the fault of any other Person bound by a duty of confidentiality to the Company, (b) is previously known to such Member or Manager (as the case may be) free of any obligation to keep it confidentially, or (c) is required to be disclosed by such Member or Manager (as the case may be), based on advice of counsel, in order to comply with any requirement implied by judicial or administrative process or any governmental or court order. If any Member or Manager breaches the covenant set forth in this Section 11.3., the Company shall be entitled, in addition to damages and other rights it may have, to obtain injunctive and other equitable relief, to restrain any breach or threatened breach or otherwise to specifically enforce the provisions of this Section 11.3., it being agreed that money damages alone would be inadequate to compensate the Company and would be an inadequate remedy for such breach.

11.4. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements including any prior Limited Liability Company Agreement of the Company,

including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may be amended by the unanimous consent of the Board of Managers.

11.5. Applicable Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Delaware.

11.6. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

11.7. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

11.8. Jurisdiction. The parties of this Agreement consent to the exclusive jurisdiction of the courts of, and the exclusivity of arbitration in, the State of Missouri.

11.9. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

11.10. Separability of Provisions. Each and every provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

11.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

[Intentionally Blank]

BIG RIVER TELEPHONE COMPANY, LLC
LIMITED LIABILITY COMPANY OPERATING AGREEMENT

(Signature Page)

The undersigned hereby executes and agrees to be bound by the terms and provisions of the Limited Liability Company Operating Agreement of Big River Telephone Company, LLC, dated as of November 16, 2001.

Date of Execution: _____

Name:

SCHEDULE A
REGULATORY ALLOCATIONS

1. **Special Definitions.** For purposes of this Schedule A the following terms are defined:

“Adjusted Capital Account” means the Capital Account balance of an Interest Holder, increased by such Interest Holder’s share of Company Minimum Gain and Interest Holder Nonrecourse Debt Minimum Gain.

“Adjusted Capital Contribution” means, as of any day, a Capital Contribution adjusted as follows:

- (i) Increased by any amounts actually paid by such Interest Holder to any Company lender pursuant to the terms of any Assumption Agreement; and
- (ii) Reduced, but not below zero, by the amount of cash distributed to such Interest Holder pursuant to Sections 4.2. and 4.3. of this Agreement.

If any Interest Holder transfers all of any portion of its Interest in the Company in accordance with the terms of this Agreement, such Interest Holder’s transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the Interest.

“Adjusted Capital Account Deficit” has the meaning ascribed to it in Section I.

“Assumption Agreement” means any agreement among the Company, any Interest Holder and any Person to whom the Company is indebted pursuant to a loan agreement, any seller financing with respect to an installment sale, a reimbursement agreement, or any other arrangements (collectively referred to as a “loan” for purposes of this Agreement) pursuant to which any Interest Holder expressly assumes liability with respect to such loan. The amount of any such loan shall be treated as assumed by such Interest Holder or Interest Holders for all purposes under this Agreement in the proportions set forth in such Assumption Agreement, and the amounts so assumed shall be credited to the Capital Accounts of such Interest Holders. To the extent such loan is repaid by the Company, the Capital Accounts of such Interest Holders shall be debited with their pro rata shares of the repayments. To the extent that any portion of such loan is repaid by an Interest Holder from his, her or its own funds, there shall be no adjustment to the Capital Account of such Interest Holder.

“Company Minimum Gain” has the same meaning as “partnership minimum gain, as set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

“Interest Holder Nonrecourse Debt” has the same meaning as “partner nonrecourse debt” set forth in Section 1.704-2(b)(4) of the Regulations.

“Interest Holder Nonrecourse Deductions” has the same meaning as “partner nonrecourse deductions” as set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

“Interest Holder Nonrecourse Debt Minimum Gain” means an amount, with respect to each Interest Holder Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Interest Holder Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

“Nonrecourse Deductions” has the meaning set forth in Section 1.704-2-(b)(1) of the Regulations.

“Nonrecourse Liability” has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

2. Special Allocations. The following special allocations shall be made in the following order:

(i) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Schedule A, or the Agreement, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Interest Holder shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Interest Holder’s share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(ii) Interest Holder Nonrecourse Debt Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Schedule A or the Agreement, if there is a net decrease in Interest Holder Nonrecourse Debt Minimum Gain attributable to an Interest Holder Nonrecourse Debt during any Fiscal Year, each Interest Holder who has a share of the Interest Holder Nonrecourse Debt Minimum Gain attributable to such Interest Holder Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Interest Holder’s share of the net decrease in Interest Holder Nonrecourse Debt Minimum Gain attributable to such Interest Holder Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. If any Interest Holder unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5), or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of income and gain shall be specially allocated to each such Interest Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Interest Holder as quickly as possible, provided that an allocation pursuant to this Section shall be made only if and to the extent that such Interest Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Schedule have been tentatively made as if this Section 2(iii) were not part of the Agreement.

(iv) Gross Income Allocation. If any Interest Holder has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Interest Holder is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Interest Holder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Interest Holder shall be specially allocated items of income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 2 shall be made only if and to the extent that such Interest Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Schedule A have been made as if Section 2(iii) hereof and Section 2(iv) were not in the Agreement.

(v) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Interest Holders pro rata in proportion to their Interests.

(vi) Interest Holder Nonrecourse Deductions. Any Interest Holder Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Interest Holder who bears the economic risk of loss with respect to the Interest Holder Nonrecourse Debt to which such Interest Holder Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(vii) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to an Interest Holder in complete liquidation of his or her interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Interest Holders in accordance with their interests in the Company in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Interest Holder to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(viii) Allocations Relating to Taxable Issuance of Interest Holder Interests. Any income, gain, loss, or deduction realized as a direct or indirect result of the issuance of an Interest by the Company to an Interest Holder (the "Issuance Items") shall be allocated among the Interest Holders so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Interest Holder, shall be equal to

the net amount that would have been allocated to each such Interest Holder if the Issuance Items had not been realized.

3. Curative Allocations. The allocations set forth in Sections 2(i) through (viii) hereof (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Interest Holders that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of income, gain, loss, or deduction pursuant to this Section 3. Therefore, notwithstanding any other provision of this Schedule A (other than the Regulatory Allocations), the Board of Managers shall make offsetting special allocations of income, gain, loss, or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Interest Holder’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Interest Holder would have had if the Regulatory Allocations were not part of the Agreement and all items were allocated pursuant to Section 4.1. of the Agreement.

4. Other Allocation Rules.

(i) For purposes of determining the Profit, Loss, or any other items allocable to any period, Profit, Loss, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board of Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(ii) The Interest Holders are aware of the income tax consequences of the allocations made by this Schedule A and the Agreement and hereby agree to be bound by the provisions of this Schedule A and the Agreement in reporting their shares of income and loss for income tax purposes.

(iii) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Interest Holders shall endeavor to treat distributions of Cash Flow as having been made from the proceeds of a Nonrecourse Liability or an Interest Holder Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Interest Holder.

(iv) The Company may request that the Internal Revenue Service waive the provisions of Sections 2(i) and 2(ii) hereof in accordance with Section 1.704-2(f)(4) of the Regulations.

5. Tax Allocations: Code Section 704(c). In accordance with Code Section 704 and the Regulations thereunder, income, gain, loss, and deductions with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deductions with respect to such asset shall take account of any variation between the adjusted basis of such

asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Board of Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are made solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Interest Holder's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

Schedule B

List of Members, Capital, and Units

<u>Name, Address and Taxpayer I.D. Number</u>	<u>Initial Cash Capital Contribution</u>	<u>Number of Units</u>
I. Initial Members		
Gerard J. Howe	\$16,666	20,832.50
Kevin Cantwell	\$16,667	20,833.75
Phillip Abbenhaus	\$16,667	20,833.75
TOTAL INITIAL INVESTMENT	\$50,000	62,500

II. Additional Members

ODMA\PCDOCS\SL01\4232871\4

Exhibit C

005/007

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

\$50 per member, with a minimum fee of \$300 and a maximum fee of \$3000. There is an additional fee of \$20 if any changes are made in block #5 to the registered agent/office.

IF DIFFERENT,

THIS REPORT IS DUE ON OR BEFORE 10/01/03

(2A) NAME AND MAILING ADDRESS OF LIMITED LIABILITY COMPANY

(2B) STATE OR COUNTRY OF FORMATION
DELAWARE

(2C.) ADD OR CHANGE MAILING ADDRESS:

0004/007

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ANNUAL REPORT FILING FEE DUE:
\$ per member, with a minimum fee of \$300 and a maximum fee of \$3000.
There is an additional fee of \$20 if any changes are made in block #5
the registered agent/office.

IF DIFFERENT.

THIS REPORT IS DUE ON OR BEFORE

ALL NAME AND MAILING ADDRESS OF LIMITED LIABILITY COMPANY

(2B) STATE OR COUNTRY OF FORMATION:
DELAWARE

(2C.) ADD OR CHANGE MAILING ADDRESS:

CAPE GIRARDEAU - MO 63703
||..|||||..|||||..|||||..|||||..|||||..|||||..|||||..

F 06/20/2001 FOR PROFIT

2) A PRINCIPAL ADDRESS INCLUDING CITY STATE ZIP CODE
24 S MINNESOTA AVE. CAPE GIRARDEAU MO 63703
B. CHANGE OF PRINCIPAL ADDRESS:

STREET

CITY

STATE

ZIP CODE + 4

• • BLOCK 4 MUST BE COMPLETED OR THE ANNUAL REPORT WILL BE RETURNED • •

4) NAME AND BUSINESS ADDRESS INCLUDING ZIP CODE OF ITS GOVERNORS, IF BOARD MANAGED, THE MANAGERS, IF MEMBER MANAGED
(ATTACH ADDITIONAL SHEET IF NECESSARY)

NAME	ROOM	ADDRESS	PHONE
CHRISTIAN, HOWE	24	S. MINNESOTA AVE	CARE WILMINGTON, MO 63703
THOMAS, JIMMY	24	S. MINNESOTA AVE	CARE WILMINGTON, MO 63703
PATRICK O'MALLEY	24	S. MINNESOTA AVE	CARE WILMINGTON, MO 63703

☒ BOARD MANAGED
☐ MEMBER MANAGED

☐ THIS LLC IS PROHIBITED FROM ENGAGING IN BUSINESS IN TENNESSEE?

(15) A NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS

8. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS
530 OAY STREET, KNOXVILLE, TN 37902

C INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE

(1) CHANGE OF REGISTERED AGENT:

(1) CHANGE OF REGISTERED OFFICE:
STREET

CITY

STATE
(MUST BE IN TN)

ZIP CODE + 4

COUNTY

(6) NUMBER OF MEMBERS AT THE DATE OF THIS FILING 25

(7) SIGNATURE

(8) DATE

7/13/02

(b) TYPE/PRINT NAME OF SIGNER

PRINT NAME OF SIGNER
(OFFERED) J. M. M. M.

(10) TITLE OF SIGNER

0000

• • THIS REPORT MUST BE DATED AND SIGNED • •

Exhibit B
Application of Big River Telephone Company

EXHIBIT B

Big River Telephone Company, LLC
Certificate of Authority to Transact Business in Tennessee


Secretary of State**Division of Business Services****312 Eighth Avenue North****6th Floor, William R. Snodgrass Tower****Nashville, Tennessee 37243****ISSUANCE DATE: 12/08/2004**
REQUEST NUMBER: 04343109**FILE/REGISTRATION DATE: 06/20/2001**
STATUS: ACTIVE
CONTROL NUMBER: 0410053
JURISDICTION: DELAWARE**TO:**
BIG RIVER TELEPHONE COMPANY, LLC
AT: JOHN JENNINGS
12444 POWERS COURT DR
ST. LOUIS, MO 63131**REQUESTED BY:**
BIG RIVER TELEPHONE COMPANY, LLC
AT: JOHN JENNINGS
12444 POWERS COURT DR
ST. LOUIS, MO 63131**I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT**
"BIG RIVER TELEPHONE COMPANY, LLC"**WAS FORMED OR QUALIFIED TO DO BUSINESS IN THE STATE OF TENNESSEE ON THE ABOVE**
DATE, AND THAT THE ATTACHED DOCUMENT(S) WAS/WERE FILED IN THIS OFFICE ON THE
DATE(S) AS BELOW INDICATED.

REFERENCE NUMBER	DATE FILED	FILING TYPE	FILING ACTION
4231-1641	06/20/2001	LLC CERT/AUTHOR	NAM DUR STK PRN OFC AGT INC MAL FYC
4601-1459	09/16/2002	LLC AN RPT	X
4921-1155	09/26/2003	LLC AN RPT	X
5243-0482	09/27/2004	LLC OFFICE CHG	X

FOR: REQUEST FOR COPIES**ON DATE: 12/08/04****FROM:**
BIG RIVER TELEPHONE COMPANY LLC
24 S MINNESOTA
CAPE GIRARDEAU, MO 63703-0000**FEEs****RECEIVED: \$20.00 \$0.00**
TOTAL PAYMENT RECEIVED: \$20.00**RECEIPT NUMBER: 00003614340**
ACCOUNT NUMBER: 00405571

S-4458

*Riley C Darnell***RILEY C. DARNELL**
SECRETARY OF STATE

<div style="text-align: center;">  <p>State of Tennessee Department of State Corporation Section 18th Floor, James K. Polk Building Nashville, TN 37243-0306</p> </div> <div style="text-align: center; margin-top: 20px;"> <p>APPLICATION FOR CERTIFICATE OF AUTHORITY</p> </div>	<div style="text-align: right; font-size: small;">For Office Use Only</div> <div style="text-align: center; margin-top: 50px;"> <p>SECRET</p> <p>2004 JUN 18 11:30 AM</p> </div>		
<p>APPLICATION FOR CERTIFICATE OF AUTHORITY FOR: BIG RIVER TELEPHONE COMPANY, LLC</p>			
<p>To the Secretary of State of the State of Tennessee:</p> <p>Pursuant to the provisions of § 48-248-301 of the Tennessee Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:</p>			
<p>1. The name of the Limited Liability Company is: <u>Big River Telephone Company, LLC</u></p>			
<p>If different, the name under which the certificate of authority is to be obtained is:</p> <p><i>NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-207-101 of the Tennessee Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-207-101(d).</i></p>			
<p>2. The state or country under whose law it is formed is: <u>Delaware</u></p>			
<p>3. The date of its organization is: <u>May 2, 2001</u> (must be month, day and year)</p>			
<p>4. The complete street address (including zip code) of its principal office is:</p> <p><u>24 South Minnesota Avenue, Cape Girardeau, MO 63703</u></p> <p style="font-size: x-small;">Street City/State Zip Code</p>			
<p>5. The complete street address (including the county and the zip code) of its registered office in Tennessee:</p> <p><u>c/o CT Corporation System, 530 Gay Street, Knoxville, Tennessee, Knox, 37902</u></p> <p style="font-size: x-small;">Street City/State County Zip Code</p> <p>The name of its registered agent at that office is: <u>CT Corporation System</u></p>			
<p>6. The number of members at the date of filing <u>1</u></p>			
<p>7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____</p> <p><i>NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.</i></p>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><u>June 18, 2001</u></p> <p>Signature Date</p> <p><u>Manager</u></p> <p>Signer's Capacity</p> </td> <td style="width: 50%; vertical-align: top;"> <p><u>Big River Telephone Company, LLC</u></p> <p>Name of Limited Liability Company</p> <p><u>Gerard J. Howe</u></p> <p>Signature</p> <p><u>Gerard J. Howe</u></p> <p>Name (typed or printed)</p> </td> </tr> </table>		<p><u>June 18, 2001</u></p> <p>Signature Date</p> <p><u>Manager</u></p> <p>Signer's Capacity</p>	<p><u>Big River Telephone Company, LLC</u></p> <p>Name of Limited Liability Company</p> <p><u>Gerard J. Howe</u></p> <p>Signature</p> <p><u>Gerard J. Howe</u></p> <p>Name (typed or printed)</p>
<p><u>June 18, 2001</u></p> <p>Signature Date</p> <p><u>Manager</u></p> <p>Signer's Capacity</p>	<p><u>Big River Telephone Company, LLC</u></p> <p>Name of Limited Liability Company</p> <p><u>Gerard J. Howe</u></p> <p>Signature</p> <p><u>Gerard J. Howe</u></p> <p>Name (typed or printed)</p>		
<p>33-4233 (Rev. 9/97) RDA 2458</p>			

State of Delaware ^{11231 11342}
Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BIG RIVER TELEPHONE COMPANY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF JUNE, A.D. 2001.



3387666 8300

010289332

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1192756

DATE: 06-15-01

Exhibit C
Application of Big River Telephone Company

software to Internet service providers.

During his years with AT&T Communications, Mr. Cantwell held a variety of executive positions in the areas of Sales and Marketing. He managed resources throughout the country focused on selling long distance and Internet services to corporate accounts.

Mr. Cantwell has a B.S. in Business and in Education from Central Methodist College and an MBA from Lindenwood University.

Kevin Keaveny, Vice President – Engineering and Operations -- Prior to joining Big River, Mr. Keaveny was Corporate Director of Network Engineering and a co-founder of Gabriel Communications, Inc (now NuVox Communications).

Mr. Keaveny has more than 20 years experience in the telecommunications industry. During his time at Gabriel Communications he held various positions overseeing the Network Management Control Center, field operations and network engineering. At Gabriel, Mr. Keaveny oversaw the company's network capital budget, equipment selection and procurement process and related professional services, as well as vendor relations and contract administration. He led the engineering and installation of 130 co-location sites in Gabriel Communications 13 city network.

Prior to joining Gabriel, Mr. Keaveny served as Director of Network Management for Brooks Fiber Properties where he managed the company's two Network Management Centers. Mr. Keaveny oversaw the monitoring and technical support for more than 600 metro SONET rings, over 3000 SONET transport elements, Class 5 Switch Network and all network telemetry systems. The Network Control Centers were operationally certified by AT&T after passing rigorous network integrity and process compliance testing by company quality auditors.

Mr. Keaveny served in a number of management positions at GTE in the areas of technical support and engineering. From 1984 through 1988, he held various engineering positions with Nortel, and prior to that, at Bell Canada in the Computer Communications Group.

Mr. Keaveny is an Electronics Engineering graduate from DeVry University at Toronto, Canada, as well as attending advanced computer and systems management courses at Maryville University in St. Louis.

John F. Jennings, Vice President – Finance -- Mr. Jennings is Vice President - Finance of Big River. Mr. Jennings has over 14 years of experience in Accounting and Finance, including 8 years of experience in the telecommunications industry. Immediately prior to joining Big River in 2002, Mr. Jennings held various management positions with Nuvox Communications, a full service communications company providing local, long distance and Internet services in 13 states. At Nuvox, Mr. Jennings oversaw various accounting and executive reporting functions, as well as, Billing, Revenue Assurance, Cost Assurance and Collections.

Prior to joining Nuvox Communications, Mr. Jennings was responsible for accounting operations

Exhibit C
Application of Big River Telephone Company

at Brooks Fiber Properties. Brooks Fiber constructed and operated digital fiber optic networks providing telecommunications services. During his tenure at Brooks Fiber revenue grew from \$3 million to over \$200 million annually. During that period Mr. Jennings developed executive reporting and oversaw the accounting operations departments, including consolidating reporting and accounting operations for companies that Brooks Fiber acquired

Mr. Jennings has a B.S. in Business - Accounting from the University of Missouri and is a Certified Public Accountant.

* * * * *

In addition to the executives above, Big River employs an experienced staff of engineers, customer service representatives, billing specialists, IT support personnel and service provisioning specialists that provide the highest level of communications services.

EXHIBIT D

FINANCIAL REPORTS OF BIG RIVER TELEPHONE COMPANY, LLC

Confidential and Proprietary
Filed Under Seal

Exhibit E
Application of Big River Telephone Company

EXHIBIT E

CORPORATE SURETY BOND

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond # 23BSBDG0051

WHEREAS, Big River Telephone Co. (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee, and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"), and

WHEREAS, Hartford Fire Insurance Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated,

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000 00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents

This bond shall become effective on the 20th day of December, 2004 and shall be continuous, provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000 00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Big River Telephone Co
Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Gerard J. Howe
Name: GERARD J. HOWE
Title: CEO

SURETY

Hartford Fire Insurance Company
Name of Surety

Hartford Plaza, Hartford, CT 06115
Address of Surety

SIGNATURE OF SURETY AGENT

Marcia K. Cesafsky
Name: Marcia K. Cesafsky
Title: Attorney-in-Fact

Address of Surety Agent:

1000 NORTH MILWAUKEE AVENUE
GLENVIEW, IL 60025

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of _____, and he acknowledged to me that he executed the same

WITNESS my hand and seal this _____ day of _____, 20____

My Commission Expires

_____, 20____

Notary Public

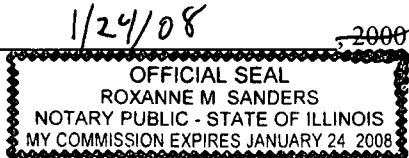
ACKNOWLEDGMENT OF SURETY

STATE OF ~~TENNESSEE~~ Illinois
COUNTY OF Cook

Before me, a Notary Public of the State and County aforesaid, personally appeared Marcin K. Cesatsky with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Hartford Fire Insurance Company, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual

WITNESS my hand and seal this 20th day of December, 2004

My Commission Expires



[Signature]
Notary Public

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 20____

Name
Title



<i>Obligee Name</i> STATE OF TENNESSEE REGULATORY AUTHORITY
<i>Obligee Mailing Address</i> 460 James Robertson Parkway Nashville, TN 37243
<i>Policy Number</i> 83BSBDG0051

IMPORTANT NOTICE TO OBLIGEES/POLICYHOLDERS – TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, we must make terrorism coverage available in your bond/policy. However, the actual coverage provided by your bond/policy for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your bond/policy, any endorsements to the bond/policy and generally applicable rules of law.

Any terrorism coverage provided by this bond/policy is partially reinsured by the United States of America under a formula established by Federal Law. Under this formula, the United States will pay 90% of covered terrorism losses exceeding a statutorily -established deductible paid by sureties/insurers until such time as insured losses under the program reach \$100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of \$100 billion.

The premium charge that has been established for terrorism coverage under this bond/policy is either shown on this form or elsewhere in the bond/policy. If there is no premium shown for terrorism on this form or elsewhere in the bond/policy, there is no premium for the coverage.

Terrorism premium:	\$0
---------------------------	-----

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

690 ASYLUM AVENUE

HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 83 511334

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED** :

MARCIA K. CESAFSKY, THOMAS J. JOSLIN, PATRICIA M. DOYLE, JENNIFER L. JAKAITIS,
ROXANNE M. SANDERS OF GLENVIEW, ILLINOIS

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On 23rd day of July, 2003, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations, that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority



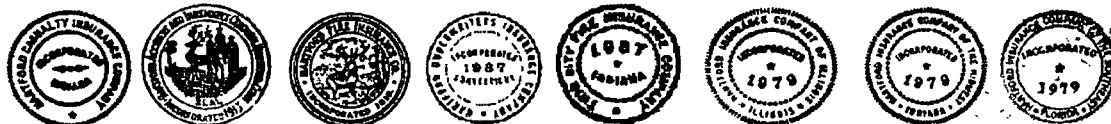
CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 20, 2004
Signed and sealed at the City of Hartford



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

LIMITED LIABILITY COMPANY ANNUAL REPORT

ANNUAL REPORT FILING FEE DUE:

\$ per member, with a minimum fee of \$300 and a maximum fee of \$3000.
 There is an additional fee of \$20 if any changes are made in block #5
 the registered agent/office.

Please return completed form to:
 TENNESSEE SECRETARY OF STATE
 Attn: Annual Report
 312 Eighth Avenue North
 6th Floor, William R. Snodgrass Tower
 Nashville, TN 37243

CURRENT FISCAL YEAR CLOSING MONTH 06
 REPORT MONTH IS

IF DIFFERENT.

THIS REPORT IS DUE ON OR BEFORE

SECRETARY OF STATE CONTROL # 0410053

(1) NAME AND MAILING ADDRESS OF LIMITED LIABILITY COMPANY

BIG RIVER TELEPHONE COMPANY, LLC

24 S. MINNESOTA AVE

CAPE GIRARDEAU, MO 63703

F 06/20/2001

FOR PROFIT

(2B) STATE OR COUNTRY OF FORMATION:

DELAWARE

(2C) ADD OR CHANGE MAILING ADDRESS:

(3) A. PRINCIPAL ADDRESS INCLUDING CITY STATE ZIP CODE

24 S MINNESOTA AVE, CAPE GIRARDEAU, MO 63703

B. CHANGE OF PRINCIPAL ADDRESS:

STREET

CITY

STATE

ZIP CODE + 4

* * BLOCK 4 MUST BE COMPLETED OR THE ANNUAL REPORT WILL BE RETURNED * *

(4) NAME AND BUSINESS ADDRESS INCLUDING ZIP CODE OF ITS GOVERNORS, IF BOARD MANAGED, THE MANAGERS, IF MEMBER MANAGED
 (ATTACH ADDITIONAL SHEET IF NECESSARY)

NAME

BUSINESS ADDRESS

CITY, STATE, ZIP CODE + 4

GERARD HOWE 24 S MINNESOTA AVE CAPE GIRARDEAU MO 63703

THOMAS SMITH 24 S. MINNESOTA AVE CAPE GIRARDEAU MO 63703

PATRICK O'MALLEY 24 S. MINNESOTA AVE CAPE GIRARDEAU, MO 63703

☒ BOARD MANAGED☐ THIS LLC IS PROHIBITED FROM ENGAGING IN BUSINESS IN TENNESSEE?☐ MEMBER MANAGED

(5) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS

CT CORPORATION SYSTEM

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS

330 DAY STREET, KNOXVILLE, TN 37902

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE

(1) CHANGE OF REGISTERED AGENT:

(2) CHANGE OF REGISTERED OFFICE:

STREET

CITY

STATE
(MUST BE IN TN)

ZIP CODE + 4

COUNTY

(6) NUMBER OF MEMBERS AT THE DATE OF THIS FILING

25

(7) SIGNATURE

(8) DATE

12/13/02

(9) TYPE/PRINT NAME OF SIGNER

GERARD J. HOWE

(10) TITLE OF SIGNER

CEO

* * THIS REPORT MUST BE DATED AND SIGNED * *





**SECRETARY OF STATE
DIVISION OF BUSINESS SERVICES
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243**

RECEIVED
STATE OF TENNESSEE
2004 SEP 27 AM 8:00
FILED
SECRETARY OF STATE

MASS CHANGE OF REGISTERED OFFICE (BY AGENT)

Pursuant to the provisions of Sections 48-15-102 and 48-25-108 of the Tennessee Business Corporation Act, Sections 48-55-102 and 48-65-108 of the Tennessee Nonprofit Corporation Act, Section 48-208-102 of the Tennessee Limited Liability Company Act, Sections 61-2-104 and 61-2-904 of the Tennessee Revised Uniform Limited Partnership Act, and Section 61-1-144 of the Tennessee Uniform Limited Partnership Act, the undersigned registered agent hereby submits this application to change its business address and the registered office address of the businesses noted below:

1. The names of the affected corporations, limited liability companies, limited partnerships and limited liability partnerships are identified in the attached list by their S.O.S. control numbers, which list is incorporated herein by reference.
2. The street address of its current registered office of record is 530 Gay Street, Knoxville, TN 37902.
3. The name of the current registered agent is C T CORPORATION SYSTEM.
4. The street address (including county) of the new registered office is:

600 S. Gay Street, Suite 2021, Knoxville, TN 37929-9710 (Knox)

5. After the change, the street addresses of the registered office and the business office of the registered agent will be identical.
6. The corporations, limited liability companies, limited partnerships and limited liability partnerships identified in the attached list, and which are companies active on the records of C T Corporation System, have been notified of the change of address for the registered office.
7. The change submitted for the business entities for which C T Corporation System does not provide active statutory representation services is filed for State administrative purposes using information provided by the State. C T Corporation System disclaims knowledge of, and responsibility for, any companies for which C T Corporation System does not provide active services.

9/24/04
Signature Date

Kenneth J. Uva
Signature of Registered Agent

Kenneth J. Uva, Vice President
Printed or Typed Name

0407192	0407757	0408250	0409178	0409867	0410567	0411307	0412143
0407202	0407758	0408337	0409179	0409878	0410592	0411322	0412165
0407203	0407759	0408348	0409181	0409889	0410595	0411372	0412167
0407232	0407768	0408353	0409182	0409891	0410597	0411387	0412232
0407287	0407789	0408354	0409183	0409909	0410598	0411403	0412244
0407274	0407791	0408355	0409208	0409917	0410599	0411406	0412248
0407277	0407797	0408358	0409209	0409930	0410600	0411443	0412249
0407278	0407805	0408359	0409221	0409941	0410601	0411460	0412252
0407299	0407814	0408420	0409222	0409950	0410602	0411470	0412257
0407321	0407815	0408421	0409246	0410005	0410608	0411471	0412258
0407331	0407818	0408424	0409249	0410015	0410609	0411474	0412282
0407332	0407833	0408441	0409254	0410018	0410625	0411475	0412315
0407334	0407837	0408442	0409285	0410029	0410628	0411477	0412317
0407335	0407861	0408508	0409299	0410030	0410603	0411503	0412318
0407341	0407862	0408517	0409310	0410053	0410687	0411504	0412319
0407351	0407864	0408520	0409316	0410054	0410695	0411545	0412341
0407353	0407865	0408522	0409367	0410062	0410709	0411561	0412344
0407372	0407866	0408523	0409386	0410103	0410710	0411564	0412384
0407373	0407868	0408524	0409404	0410108	0410736	0411565	0412390
0407374	0407875	0408525	0409405	0410122	0410740	0411581	0412400
0407375	0407900	0408565	0409406	0410123	0410741	0411613	0412401
0407379	0407908	0408578	0409407	0410130	0410756	0411619	0412404
0407382	0407909	0408598	0409408	0410150	0410758	0411644	0412424
0407383	0407910	0408600	0409409	0410151	0410778	0411645	0412435
0407391	0407919	0408647	0409411	0410178	0410818	0411646	0412457
0407400	0407921	0408653	0409440	0410180	0410819	0411649	0412480
0407409	0407922	0408654	0409482	0410195	0410838	0411657	0412481
0407410	0407923	0408661	0409514	0410241	0410840	0411658	0412482
0407411	0407943	0408713	0409515	0410263	0410862	0411736	0412483
0407418	0407968	0408739	0409516	0410288	0410898	0411737	0412486
0407424	0407991	0408740	0409525	0410270	0410925	0411785	0412516
0407427	0407992	0408742	0409528	0410271	0410929	0411803	0412528
0407466	0407994	0408744	0409529	0410272	0410942	0411828	0412541
0407468	0407996	0408749	0409556	0410273	0410957	0411830	0412570
0407479	0407997	0408758	0409564	0410277	0410983	0411839	0412578
0407483	0408006	0408760	0409619	0410288	0411004	0411841	0412580
0407498	0408008	0408761	0409620	0410315	0411006	0411847	0412591
0407510	0408009	0408762	0409624	0410318	0411007	0411850	0412594
0407541	0408035	0408773	0409626	0410342	0411009	0411853	0412595
0407544	0408084	0408798	0409630	0410343	0411021	0411879	0412598
0407568	0408091	0408799	0409635	0410347	0411029	0411880	0412600
0407567	0408102	0408800	0409644	0410350	0411030	0411884	0412619
0407568	0408103	0408812	0409646	0410351	0411057	0411917	0412620
0407672	0408104	0408833	0409647	0410353	0411070	0411952	0412632
0407673	0408115	0408835	0409658	0410355	0411072	0411970	0412663
0407674	0408116	0408845	0409668	0410358	0411097	0411995	0412673
0407675	0408123	0408942	0409671	0410399	0411099	0412001	0412696
0407676	0408132	0408959	0409690	0410430	0411139	0412008	0412701
0407679	0408145	0408985	0409698	0410472	0411157	0412019	0412703
0407680	0408152	0408971	0409726	0410479	0411158	0412023	0412704
0407681	0408155	0408972	0409735	0410489	0411170	0412026	0412707
0407690	0408177	0408978	0409751	0410512	0411173	0412060	0412711
0407691	0408178	0408987	0409770	0410525	0411176	0412069	0412735
0407710	0408179	0409017	0409774	0410530	0411220	0412085	0412745
0407726	0408180	0409030	0409789	0410531	0411222	0412088	0412766
0407730	0408181	0409048	0409794	0410532	0411258	0412096	0412783
0407731	0408200	0409109	0409800	0410534	0411260	0412099	0412784
0407735	0408229	0409111	0409820	0410549	0411272	0412138	0412786
0407753	0408249	0409121	0409849	0410559	0411301	0412139	0412787

EXHIBIT C

MANAGERIAL QUALIFICATIONS

Gerard J. Howe, Chief Executive Officer -- Mr. Howe is the Chief Executive Officer of Big River. Mr. Howe has over 25 years experience in the telecommunications industry, including 18 years at SBC Communications, formerly Southwestern Bell. Immediately prior to establishing Big River, Mr. Howe founded Gabriel Communications, where he was the President and Chief Operating Officer. Gabriel, now Nuvox Communications, is a full service communications company providing local, long distance and Internet services in 28 markets across the Midwest and southeast U.S.

Prior to founding Gabriel Communications, Mr. Howe spent 2 years with Brooks Fiber Properties ("BFP") as Senior Vice President - Finance. Brooks Fiber, which competed directly with the regional Bell operating companies, constructed and operated digital fiber optic networks providing reliable high-capacity voice, video, data, and other enhanced telecommunications services to business, government, and carrier customers. Mr. Howe was instrumental in establishing the financial operations of Brooks, which raised over \$1.5 billion in investment capital to successfully launch the company.

During his tenure with SBC Communications, Mr. Howe held a variety of executive positions in the areas of Finance, Regulatory Affairs, Information Technology, and Customer Service. From 1993 through 1995, Mr. Howe served as the Chief Financial Officer of SBC CableComms, U.K., a competitive cable/telephone service provider in the U.K. that provided its services over a state-of-the-art hybrid fiber/coax network. Mr. Howe negotiated the sale of SBC CableComms, U.K., for over \$1 billion in 1995. Prior to his assignment in the U.K., Mr. Howe was the Chief Financial Officer of Southwestern Bell Yellow Pages.

Mr. Howe has a B.S. in Mathematics from Southern Illinois University and an MBA from St. Louis University.

Kevin Cantwell, President -- Mr. Cantwell is the President of Big River. Mr. Cantwell has over 19 years experience in the information/communications industry, including 11 years at AT&T. Immediately prior to joining Big River, Mr. Cantwell was the Vice-President of Emerging Markets at WorldWide Technology. At WorldWide, Mr. Cantwell developed a business unit focused on the new carriers in the telecommunication industry. His experience and industry knowledge helped formulate a thriving organization that increased its revenues from \$610M in 2000 to almost \$1B dollars in 2001.

Immediately prior to his stint at WorldWide, Mr. Cantwell spent 2 years with Abiliti Solutions as Vice President - Sales. Abiliti Solutions is a leading provider of Telecommunications Billing software for the competitive local telecommunications and long distance providers in the United States. Mr. Cantwell was recruited to Abiliti from Convergys. At Convergys he was the Vice President of Sales and had extensive international experience forging business relationships with PTT's across the globe. His organization was focused on providing Operation Support Services

Exhibit F
Application of Big River Telephone Company

EXHIBIT F

PROPOSED TARIFF OF BIG RIVER TELEPHONE COMPANY, LLC

TITLE PAGE

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

This tariff applies to the resold and facilities-based local exchange telecommunications services furnished by Big River Telephone Company, LLC ("Big River " or "Company") between one or more points in the State of Tennessee. This tariff applies to residential and business customers. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the Company's principal place of business, 24 S. Minnesota Ave., Cape Girardeau, Missouri, 63703. This tariff complies with Tennessee Regulatory Authority rules and Tennessee statutes applicable to the Company

Issued:

Effective:

Issued By:
Kevin B. Cantwell, President
Big River Telephone Company, LLC

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Big River Telephone Company, LLC

TARIFF FORMAT SHEET

1. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. **Page Revisions Numbers** Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Tennessee Regulatory Authority. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc* , the most current page number on file with the TRA is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
3. **Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 1.
 - 1.1.
 - 1.1.1.
 - 1.1.1.A.
 - 1.1.1.A.1.
 - 1.1.A.1.(a)
 - 1.1.1.A.1.(a)(I)
 - 1.1.1.A.1.(a)(I)(i)
 - 1.1.1.A.1.(a)(I)(i)(1)
4. **Check List of Effective Pages.** When a tariff filing is made with the TRA, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the TRA.
5. **Symbols Used in This Tariff.**
 - (AT) To signify addition to text.
 - (C) To signify a correction.
 - (CP) To signify a change in practice.
 - (CR) To signify a change in rate.
 - (CT) To signify a change in Text.
 - (DR) To signify a discontinued rate.
 - (FC) To signify a change in format lettering or numbering.
 - (MT) To signify moved text.

Issued:

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Big River Telephone Company, LLC

SECTION 1 - DEFINITIONS

SECTION 1 - DEFINITIONS

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Alternative Local Exchange Carrier ("ALEC") or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Application for Service - The Big River order process that includes technical, billing and other descriptive information provided by the Customer that allows Big River to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by Big River, the Application for Service becomes a binding contract between the Customer and Big River for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Customer to access Big River's network and enables Big River to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

BTN: Billed Telephone Number, may consist of one or more WTNs.

Business Hours - The phrase "business hours" means the time after 8:15 A.M. and before 5:00 P M , Monday through Friday excluding holidays.

Business Office - The phrase "business office" means the primary location where the business operations of Big River are performed and where a copy of Big River's tariff is made available for public inspection. The address of the business office is 24 S. Minnesota Ave., Cape Girardeau, Missouri, 63703.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

Called Station - The terminating point of a call (*i.e.*, the called number).

Calling Station - The originating point of a call (*i.e.*, the calling number).

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Kevin B. Cantwell, President
Big River Telephone Company, LLC

SECTION 1 - DEFINITIONS

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term "Carrier" means Big River Telephone Company, LLC.

Central Office - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Company - The term "Company" means Big River Telephone Company, LLC.

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See "End User".

Customer-Provided Equipment - Telecommunications equipment provided by a Customer used to originate calls using Big River's service located at the originating location.

Day - The term "day" means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment

Digital Transmission - Information transmitted in the form of digitally encoded signals.

End User - The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company's price list regulations. See "Customer".

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Big River Services.

FCC - Federal Communications Commission.

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Kevin B. Cantwell, President
Big River Telephone Company, LLC

SECTION 1 - DEFINITIONS

Holiday - The term "holiday" means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Incumbent Local Exchange Carrier ("ILEC") or Local Exchange Carrier ("LEC") - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.

Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (i.e., busy, no answer, etc.).

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Local Access Transport Area ("LATA") - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in *United States v. Western Electric Co., Inc.*, 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Exchange Company ("LEC") - A company that furnishes local exchange telephone services

Local Exchange Service - is an arrangement which connects the End User's location to the LEC's network switching center, thereby allowing End User to transmit and receive local calls within the End User's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC's State Tariffs.

Location - A physical premise to or from which Big River provides Service.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words "night/weekend" mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase "non-business hours" means the time period after 5:00 P.M. and before 8:15 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - An area code, otherwise called numbering plan area.

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Effective:

Issued By:
Kevin B. Cantwell, President
Big River Telephone Company, LLC

SECTION 1 - DEFINITIONS

Other Common Carrier - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

Regular Billing - A standard bill sent in the normal monthly Big River billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service - The phrase "residential service" means telecommunication services used primarily as nonbusiness service.

Residential Customer - A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

Services - Big River's regulated common carrier communications services provided under this Tariff.

Subscriber - The term "Customer" is synonymous with the term "subscriber".

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

TRA - Tennessee Regulatory Authority.

Timely Payment - A payment on a Customer's account made on or before the due date.

Underlying Carrier - A provider of interstate and/or intrastate interexchange telecommunications services from whom Big River acquires services that it resells to Customers.

WTN - Working Telephone Number.

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Issued By:
Kevin B. Cantwell, President
Big River Telephone Company, LLC

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Big River**

- 2.1.1 Big River undertakes to provide local exchange telecommunications services within the State of Tennessee on the terms and conditions and at the rates and charges specified herein.
- 2.1.2 Big River installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It 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 the Big River network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 Big River's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use of Service

- 2.2.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the TRA.
- 2.2.2 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Big River to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Big River will make all reasonable efforts to secure the necessary facilities.
- 2.3.2 Big River reserve the right to limit or to allocate the use of existing facilities or to additional facilities offered by Big River, when necessary because of lack of facilities, relevant resources, or due to causes beyond Big River's control. In addition, Big River reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.
- 2.3.3 Big River does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

Issued:

Effective:

Issued By:
Kevin B. Cantwell, President
Big River Telephone Company, LLC

- 2.3.4 Big River reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5 Big River may block calls that are made to certain numbers, cities or central office exchanges, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service
- 2.3.6 Big River will use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. Big River may substitute, change, or rearrange any equipment or facility at any time and from time to time. Big River shall have the right to make necessary repairs or changes in its facilities 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, Big River will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When Big River is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

2.4 Liabilities of Big River

- 2.4.1 Big River's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the Subscriber, commences upon activation of service. In no event does Big River's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff. Big River's liability for gross negligence or intentional misconduct is not limited by this tariff.
- 2.4.2 When the facilities of other carriers are used in establishing connections to points not reached by Big River's facilities, Big River is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Big River from any third-party claims for such damages referred to in Section 2.4.1.

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- 2.4.3 In no event will Big River be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Big River will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4 Big River does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Big River harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5 Big River is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Big River on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Big River negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Big River without written authorization. The Customer will indemnify and save harmless Big River from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.4.6 Big River and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party

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- 2.4.7 Big River is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Big River network.
- 2.4.8 Where there is a connection via Customer-provided terminal equipment or Customer-provide communications systems, the point of demarcation shall be defined as the Big River facility that provides interconnection. Big River shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.9 Big River will not be responsible if any changes in its service cause hardware or software not provided by Big River to become obsolete require modification or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.10 The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying upon such LEC to meet such estimated due date which is beyond the Company's control
- 2.4.11 With respect to the services, materials and equipment provided hereunder, Big River makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

2.5 Responsibilities of the Customer

- 2.5.1 The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.
- 2.5.2 The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Big River, except upon the written consent of Big River. The equipment Big River provides or installs at the Customer premises for use in connection with the service Big River offers shall not be used for any purpose other than for which it was provided.

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- 2.5.3 The Customer shall ensure that the equipment and/or system is properly interfaced with Big River's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Big River will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.4 The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Big River's service. The Customer shall be responsible for payment of all applicable charges for services provided by Big River and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.
- 2.5.5 Big River shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Big River's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Big River's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Big River's service. The Customer shall be liable for:
- 2.5.5.A Loss due to theft, fire, flood, or other destruction of Big River's equipment or facilities on Customer's premises.
 - 2.5.5.B Reimbursing Big River for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
 - 2.5.5.C Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Big River specifically authorizes said visit or repairs in advance of the occurrence and Big River agrees in advance to accept the liability for said repairs or visit.
 - 2.5.5.D Payment for all Big River service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6 The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Big River's services.
- 2.5.7 The Customer shall not use the Big River name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Big River. The Customer shall not use the Big River name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Big River's name or trademark on any of the Customer's products or services.

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2.6 Application for Service

- 2.6.1 Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Big River. Big River may assign any service orders to its parent company or any affiliate or successor. Big River will notify Customers of any such assignment.
- 2.6.2 Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for Big River to instruct other carriers and vendors to provide certain services on the Customer's behalf. Big River will obtain the proper authorization from the Customer where necessary, pursuant to TRA regulations.
- 2.6.3 An Application for Service may be changed by Customer upon written notice to Big River, subject to acceptance and confirmation by Big River, provided that a charge shall apply to any change when the request is received by Big River after notification by Big River of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Big River in accommodating each change, less net salvage. The costs incurred by Big River will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.6.4 Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Big River shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Big River will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort

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2.7 Establishing Credit, Deposits and Advance Payments

2.7.1 Credit Requirement

2.7.1.A Big River may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the end-user from complying with Big River's policy regarding the prompt payment of bills.

2.7.1.B For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

2.7.2 Reestablishment of Credit

Any applicant who previously has been an end-user of Big River and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due Big River or execute a deferred payment agreement.

2.7.3 Deposits

Big River does not require deposits at this time.

2.8 Payment of Charges

2.8.1 The Customer is responsible for the payment of all charges for facilities and services furnished by Big River to the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.8.2 For billing of monthly charges, service is considered to be established upon the day in which Big River notifies the Customer of installation and testing of the Customer's services.

2.8.3 Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer for a billing cycle will be the rates in effect on the first day of the Customer's billing cycle.

2.8.4 Monthly charges for all flat rate service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

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- 2.8.5 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Big River or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by Big River or its agent by the due date on the bill. Amounts not paid within twenty-one (21) days after the mail date of invoice will be considered past due. In the event that a postmark on a customer's payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Big River are not open to the general public, the final payment date shall be extended through the next business day. If Big River becomes concerned at any time about the ability of a Customer to pay its bills, Big River may require that the Customer pay its bills and make such payments in cash or the equivalent of cash, as opposed to the use of checks or credit card.
- 2.8.6 If any portion of the payment is not received by Big River, or if any portion of the payment is received by Big River in funds that are not immediately available, within thirty (30) days after the date of rendition, then a late payment penalty may be assessed. The penalty for late payments shall be a 1.5% charge on the amount of the bill past due.

2.9 Interruption of Service

- 2.9.1 Any disputed charge may be brought to Big River's attention by verbal or written notification. In the case of a billing dispute between the Customer and Big River that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by a Big River manager. During the period that the disputed amount is under investigation, Big River shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Big River may discontinue service. In the event the dispute is not resolved, Big River shall inform the customer that the customer has the option to pursue the matter with the TRA.
- 2.9.2 The Customer is responsible to pay Big River for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.9.3 Big River may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.

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- 2.9.4 If service is suspended/disconnected by Big River in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges.
- 2.9.5 When circumstances prevent customers from paying their invoices in full, Big River may make special accommodations to assist customers by setting up a regular payment plan. Payment plans are only set up at the request of the customer. Payment plans are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.
- 2.9.6 Credit allowance for the interruption of service that is not due to Big River's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Big River immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Big River's facilities.

An adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and
 2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.
- 2.9.7 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.9.8 The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues

Credit Formula:

$$\text{Credit} = A/720 \times B$$

where "A" - outage time in hours

"B" - total monthly charge for affected facility

- 2.9.9 If written notice of a dispute as to charges is not received by the Company within 90 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

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2.10 Restoration of Service

The use and restoration of service shall be in accordance with the rules of the TRA.

2.11 Disconnection of Service by Customer

2.11.1 By giving notice, Customer may disconnect service at any time following its minimum service requirement(s). The recurring monthly service charge, plus associated taxes, shall be pro-rated for the actual number of days in which service has been provided, with the non-used portion being refunded to the Customer.

2.12 Cancellation for Cause

2.12.1 The Company may discontinue service or cancel an application for service, pursuant to applicable TRA rules, without incurring any liability for any of the following reasons:

- A. Nonpayment of a delinquent bill for non-disputed regulated telecommunications services within the period;
- B. Failure to make a required security deposit;
- C. Violation of or noncompliance with any provision of law, or of the tariffs or terms and conditions of service of the Company filed with and approved by the TRA.
- C. Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
- D. Interconnection of a device, line, or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the TRA.
- E. Use of telephone service in such manner as to interfere with reasonable service to other end users.

2.12.2 Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.12.3 At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

2.12.4 Service shall not be disconnected unless written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance.

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2.13 Notice and Communication

2.13.1 The Customer shall designate on the Application for Service an address to which Big River shall mail or deliver all notices and other communications, except that Big River may also designate a separate address to which Big River's bills for service shall be mailed.

2.13.2 Big River shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Big River may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.14 Taxes, Surcharges and Utility Fees

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i e* , gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees, universal service contributions) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Big River by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

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2.15 Customer Billing Inquiries

Any customer who has a question regarding his/her telephone bill may contact Big River toll free at (800) 455-1608.

Filing a complaint with the Tennessee Regulatory Authority:

If Big River cannot resolve your complaint, you may call the Tennessee Regulatory Authority, located at 460 James Robertson Parkway Nashville, Tennessee 37243, or call toll free at 1 (800) 342-8359 between the hours of 8 AM to 5 PM to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Tennessee Regulatory Authority at its mailing address above or via the Internet at <http://www.state.tn.us/tra/complnt.htm>.

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SECTION 3 – DESCRIPTION OF SERVICES**3.1 General**

The Company's Local 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 a full set of advanced call features,
- access basic 911 Emergency Service,
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Service,
- access Directory Assistance for the local calling area,
- place or receive calls to 800 telephone numbers,
- access Telephone Relay Service.

3.1.1 Service Area: Where facilities are available, service areas are defined by NPA/NXX designations.

Local Calling Areas: Customers will be able to place local calls to all telephone subscribers within the same NPA/NXX as well as subscribers in all NPA/NXX's within the same county in which the NPA/NXX is based.

3.2 Local Basic Residential Exchange Line Services

Basic Residential Line provides the Customer with a single, voice-grade communications channel. Each Basic Residence Line will include a telephone number.

3.2.1 Optional Features. A Local Basic Residence Exchange Line Customer may order optional features including, but not limited to the following:

Automatic Call Back
Call Forwarding Busy Line
Call Forwarding No Answer
Call Forwarding Variable
Call Waiting
Caller ID
Preferred Call Forwarding
Remote Activation Call Forwarding
Remote Call Forwarding
3-Way Calling
Speed Calling

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3.2.2 Optional Feature Descriptions

- (a) Automatic Call Back: Allows the user to automatically re-originate a call to the last dialed number regardless of whether the call was answered, unanswered or busy.
- (b) Call Forwarding Busy Line: Automatically routes incoming calls to a designated answering point when the called line is busy.
- (c) Call Forwarding No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.
- (d) Call Forwarding Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.
- (e) Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller.
- (f) Caller ID with Number: Identifies the 10-digit number of the calling party.
- (g) Preferred Call Forwarding: Forwards calls from a list of up to six telephone numbers designated by the users.
- (h) Remote Activation Call Forwarding: Remote access to call forwarding allows the customer remotely activate or deactivate Call Forwarding from any touch-tone phone.
- (i) Remote Call Forwarding: Calls can be remotely forwarded to a to a back- up position or voice mail box.
- (j) 3-Way Calling: The User can sequentially call up to two other people and add them together to make up a three-way call.
- (k) Speed Call: Provides a User with the option to call up to 8 or 30 selected directory numbers by dialing a one or two-digit code.

- 3.2.3 Local Basic Residential Exchange Line Rates and Charges: A Basic Residence Line Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges.

3.3 Local Residential Packages

Local Residential Packages provides residential customers with the ability to buy packages of services that are specifically designed to provide valuable features along with a basic local exchange line.

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3.3.1 Residential Local Advantage: Big River's Residential Local Advantage package provides for the following local exchange services along with 60 minutes of Interexchange service as specified in Big River's Tennessee Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

3.3.2 Residential Regional Advantage: Big River's Residential Regional Advantage package provides for the following local exchange services along with unlimited interexchange regional service as specified in Big River's Tennessee Interexchange Tariff. The local exchange services included are

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

3.3.3 Residential National Advantage: Big River's Residential National Advantage package provides for the following local exchange services along with unlimited interexchange service to all points within the continental U.S. as specified in Big River's Tennessee Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

3.4 Local Basic Business Exchange Line Services

The Basic Business Line provides the Customer with a single, voice-grade communications channel. Each Basic Business Line will include a telephone number.

3.4.1 Optional Features. A Local Basic Business Exchange Line Customer may order optional features including, but not limited to the residential features listed in Section 3.2.1. Additionally, a Local Basic Business Exchange Line may order Hunting as an additional feature. The Hunting feature will route a call to an idle station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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- 3.4.2 Local Basic Business Exchange Line Rates and Charges: A Basic Business Line Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges.

3.5 Local Business Packages

Local Business Packages provides residential customers with the ability to buy packages of services that are specifically designed to provide valuable features along with a basic local exchange line.

- 3.5.1 Business Local Advantage: Big River's Business Local Advantage package provides for the following local exchange services along with 60 minutes of Interexchange service as specified in Big River's Tennessee Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

- 3.5.2 Business Regional Advantage: Big River's Business Regional Advantage package provides for the following local exchange services along with unlimited interexchange regional service as specified in Big River's Tennessee Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

- 3.5.3 Business National Advantage: Big River's Business National Advantage package provides for the following local exchange services along with unlimited interexchange service to all points within the continental U.S. as specified in Big River's Tennessee Interexchange Tariff. The local exchange services included are:

- Basic local exchange line
- Call Waiting
- Three Way Calling
- Caller ID
- Call Forwarding

3.6 Directory Assistance

Big River furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.6.1 General: Customers may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to the Directory Assistance service

3.6.2 Credits: A credit will be given for calls to Directory Assistance as follows:

The Customer experiences poor transmission or is cut-off during the call, or

The Customer is given an incorrect telephone number. To obtain such a credit, the Customer must notify its Customer Service representative.

3.7 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

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

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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3.8 Directory Listing

- 3.8.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- 3.8.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listings of the identifications of the Customer's is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.8.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of rules with respect thereto.
- 3.8.4 Each listing must be designated Residence, Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 3.8.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.8.6 Directory listings are provided in connection with each Customer service as specified herein.

Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge.

Additional Listing: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein

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Big River Telephone Company, LLC

Non-published Listing: Listings that are not printed in directories nor available from Directory Assistance. A Non-published Telephone Service will be furnished, at the customers request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records.

Non-listed Numbers: A Non-listed number will be furnished at the Customers request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

3.9 Emergency Services (Enhanced 911)

Allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customers address and telephone information will be provided to the primary E911 Provider to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.10 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 and visa versa. A Customer will be able to access the state provider to complete such calls.

3.11 Promotional Offering

The Company may offer existing services on a promotional basis, subject to TRA approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering will be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to TRA approval.

3.12 Individual Case Basis (ICB) Arrangements

The Company may furnish a facility and/or service at a rate or charge different from those specified in this tariff. Charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated subscribers on a nondiscriminatory basis and will be provided subject to any applicable TRA rules. ICB rates will be specified in a contract between the Company and the Customer pursuant to TRA rules.

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3.13 Dedicated Leased Line Service**3.13.1 Description**

Dedicated Leased Line service is a high-speed digital communications service using a physical metallic or fiber optic connection between two locations. Dedicated Leased Lines are non-switchable connections that can provide a constant and committed availability of capacity (for a single Customer) on a transmission path only between fixed, customer-specified locations. Dedicated Leased Line transmission speeds range from the DS-0 level up to and including DS-3 speeds. Dedicated Leased Line circuits at DS-0, Fractional DS-1, DS-1 and DS-3 levels may be available between any two locations. Broadband Circuits over DS-3 capacity are only available as On-Net Circuits between premises directly on the Company's network. Dedicated Leased Line circuits are subject to facilities and capacity availability.

Dedicated Leased Line circuits with speeds at or below DS-1 are priced at a fixed and variable monthly recurring charge based on line speed Central Office Connection and the V&H miles between the nearest available POP to the Customer or End-User locations (as determined by the NPA/NXX of the locations). Broadband Dedicated Leased Lines are priced at a fixed and variable monthly recurring charge based on line speed, Central Office Connection and the V&H miles between the nearest available POP to each fixed Customer or End-user location. For Dedicated Leased Line circuits at speeds at or below DS-1, the provision of Local Access Circuits may be coordinated directly by Customer or may be coordinated by the Company on the Customer's behalf. For Broadband Dedicated Private Line circuits, the Company shall be solely responsible for all local access coordination functions and all costs for the interconnection of each Customer premise with the Company network at the nearest available POP.

The Company shall invoice the Customer on a monthly basis at the Customer's designated site, in accordance with the following schedule: (i) one (1) month in advance for all recurring MRC charges due under the Customer Agreement, in addition to the retroactive billing for the first billing invoice of a service, and (ii) in the month preceding the applicable usage (i.e. month of contract execution) for all NRC charges. Failure of the Company to timely invoice the Customer for any amounts due hereunder shall not be deemed a waiver by the Company of its rights to payment for such charges.

3.13.2 Rates and Charges

Rates set forth herein for services requiring dedicated access do not include access and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the local exchange carrier, construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore, access and access related charges are additional charges.

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Big River Telephone Company, LLC

3.13.3 Broadband Facility Minimum Service Term

Customer acknowledges that the Rates and Charges described in this tariff Section are based on the commitment of the Customer to utilize the Broadband Circuits or Facility for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary and in addition to other charges set forth in the tariff, the Customer will be billed and required to pay to the Company all rates, fees and charges which accrue for each Broadband Circuit and for all associated local access during the entire Circuit Minimum Service Term (as defined below) applicable to each such Broadband Circuit plus all NRC charges applicable to such circuit that were previously waived, regardless of whether or not Customer utilizes all or any part of such Broadband Circuit during all or any part of the Circuit Minimum Service Term applicable to such Circuit.

The "Circuit Minimum Service Term" for each Circuit is defined as follows:

- (a) For DS-0, Fractional DS-1 and DS-1 Leased Line Circuits:

No "Circuit Minimum Service Term" shall apply.

- (b) For DS-3 Broadband service:

The Circuit Minimum Service Term shall be one (1) year beginning from the date of service order fulfillment.

3.13.4 Termination of Service

Upon termination of the Customer's agreement or upon termination of a broadband circuit, which has not met the "Circuit Minimum Service Term", all monthly recurring charges and non-recurring charges shall retroactively be collected.

Credit Allowances shall not apply in the event that the Company's Domestic Dedicated Leased Line Service is unavailable due to any of the following:

- (a) Interruptions on Domestic Dedicated Leased Line circuits that are not "Accepted Circuits" where an Accepted Circuit is one that the Company and the Customer have tested and mutually agree is working as ordered.
- (b) Interruptions caused by the negligence, act, error, or omission of the Customer or others authorized by the Customer to use the Customer's service
- (c) Interruptions due to failure of power at the customer premise or failure or poor performance of customer premise equipment.

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-
- (d) Interruptions during any period in which the Company or its agents are not afforded access to the premises where the access lines associated with the Customer's service originate or terminate.
 - (e) Interruptions during any period when the Customer or user has released service to the Company for maintenance or rearrangement purpose, or for the installation of the Customer's service order.
 - (f) An interruption during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
 - (g) Interruptions resulting from a failure of an underlying local exchange carrier where the local access circuit was not provided by the Company.
 - (h) Interruptions resulting from the Customer's use of services in an unauthorized or unlawful manner.
 - (i) Interruptions resulting from a Company disconnect for nonpayment or an interruption of service resulting from incorrect orders from the Customer.
 - (j) Interruptions during any period when the Customer has made the circuit available to the Company for installation, maintenance or grooming.
 - (k) *Force Majeure* events, beyond the reasonable control of the Company, including, but not limited to: acts of God, fire, flood, explosion, storm, labor strikes, lockouts, insurrections, riot & wars (declared or undeclared), acts of government authority, or of any civil or military authority, national emergencies, cable or fiber cuts resulting from the actions of third parties beyond the reasonable control of the Company.

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SECTION 4 – RATES AND CHARGES**4.1 General**

Monthly recurring charges will be billed in advance. For partial month's service, the Customer will be charged for the portion of the month in which service was provided based on the number of days in which the service was installed and operational divided by the 30.

4.2 Rates for Local Basic Residential Exchange Line Services

Basic residential exchange service is \$20.00 per month. Installation fee equal to one month's service applies for activation of new service.

Optional features outlined in Section 3.2.1 are \$3.00 per feature per month, except for Caller ID which is \$5.00 per month. Installation fee equal to one month's service applies for activation of new service.

4.3 Rates for Local Residential Packages

4.3.1 Residential Local Advantage is \$22.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.3.2 Residential Regional Advantage is \$22.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.3.3 Residential National Advantage is \$22.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.4 Rates for Basic Business Exchange Lines

Basic business exchange service is \$28.00 per month. Installation fee equal to one month's service applies for activation of new service.

Optional features outlined in Section 3.2.1 are \$4.00 per feature per month, except for Caller ID which is \$6.00 per month. Installation fee equal to one month's service applies for activation of new service.

4.5 Rates for Local Business Packages

4.5.1 Business Local Advantage is \$28.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.5.2 Business Regional Advantage is \$28.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

4.5.3 Business National Advantage is \$28.00 per line per month. Installation fee equal to one month's service applies for activation of new service.

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4.6 Rates for Directory Assistance Calls

Customers will be charged \$.50 per Local Directory Assistance call.

4.7 Rates for Operator Assistance Calls

In addition to any applicable usage charges, the following operator-assisted charges will apply:

Person-to-Person \$ 4.00 per call

Station-to-Station \$ 2 00 per call

4.8 Rates for Directory Listings

4.8.1 Primary listings are free of charge.

4.8.2 Additional listings are \$1.50 for residential lines and \$2.50 for business lines.

4.8.3 Non-published listings are \$1 50 per line, residence and business.

4.8.4 Non-listed numbers are \$1.50 per line, residence and business.

4.9 Rates for Dedicated Leased Line Service

4.9.1 Monthly recurring rates are outlined below. Installation fee equal to one month's service applies for activation of new service.

<u>Speed</u>	<u>Monthly Port Cost</u>	<u>Monthly Mileage Cost</u>
Fractional DS-1	\$120.00	\$1.25
DS-1	\$130.00	\$1.25
DS-3	\$2,000.00	\$12.00

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SECTION 5 – PROMOTIONS

5.1 General

From time to time, Big River may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Tennessee Regulatory Authority.

Big River will provide written notice to the TRA no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered.

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APPENDIX A – SAMPLE BILL

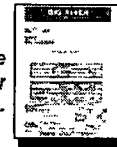


Account Number 123456
 Bill Date 02/27/2003
 Due Date 03/14/2003

Ace Furniture
 100 Fountain Ave
 Brownsville, TN 38012

Big River Telephone would like to present our new bill format!

With improved readability and no-nonsense simplicity, our new bill reflects our commitment to Real People. Real Service. Real Simple.



If you have any questions or comments feel free to contact us at: 800-455-1608

ACCOUNT SUMMARY	
BEGINNING BALANCE	\$192.53
PAYMENTS	\$192.53
CURRENT CHARGES	\$186.49
OTHER ADJUSTMENTS	\$ 0.00
FINANCE CHARGES	\$ 0.00
ENDING BALANCE	\$186.49

SUMMARY OF CURRENT CHARGES			
	Monthly Charges	Other Charges	Total Charges
Local Telephone Service	\$ 86.12	\$ 15.03	\$101.15
Long Distance Service	\$ 30.84	\$ 5.00	\$ 35.84
Internet Service	\$ 0.00	\$ 0.00	\$ 0.00
Network Services	\$ 0.00	\$ 0.00	\$ 0.00
Taxes and Surcharges	\$ 49.50	\$ 0.00	\$ 49.50
Total	\$166.46	\$ 20.03	\$186.49

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT TO BIG RIVER TELEPHONE

Ace Furniture
 100 Fountain Ave
 Paducah, KY 42001

Account # 123456
 Bill Date 02/27/2003
 Due Date 03/14/2003

Please make address changes below

Past Due \$ 0.00
 Current Charges \$186.49
 Grand Total Due \$186.49
 Amount Paid \$

Payment Method ☐ Check ☐ Master Card ☐ Visa ☐ Discover

Credit Card Number _____ Exp Date: ____ mm ____ yyyy

Signature _____

* Credit card payments require Card Identification Data. The "CID" is the last set of digits in the signature panel on the back of the card. Please include the "CID" with your credit card number.

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 Kevin B. Cantwell, President
 Big River Telephone Company, LLC

EXHIBIT G

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

Pursuant to T.C.A. § 65-5-212, as amended, Big River Telephone Company, LLC (“Big River”) submits this Small and Minority-Owned Telecommunications Business Participation Plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of § 65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Big River is committed to the goals of § 65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Big River will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, Big River will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Big River of such opportunities. Big River’s representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, Big River will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in § 65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, an who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. ADMINISTRATION

Big River's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Big River's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Kevin Keaveny
Big River Telephone Company
24 So. Minnesota Ave
Cape Girardeau, MO 63703
Telephone: (573) 651-3373
Facsimile: (573) 651-3605

The Administrator's responsibilities will include:

- (1) Maintaining an update Plan in full compliance with § 65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.

Exhibit G
Application of Big River Telephone Company

- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in § 65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons with Big River and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chamber of Commerce
The Tennessee Department of Economic and Community Development
The United State Department of Commerce
Small Business Administration
Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

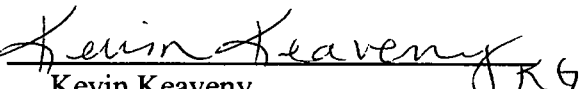
The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

Big River will maintain records of qualified small and minority-owned businesses and efforts to use the goods and services of such businesses. In addition, Big River will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this Plan.

Big River will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Big River will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

BIG RIVER TELEPHONE COMPANY, LLC

By: Kevin Keaveny 
Kevin Keaveny
Vice President – Engineering &
Operations

Dated: December 28, 2004

EXHIBIT H

TOLL DIALING PARITY PLAN

- 1) Big River will implement its Toll Dialing Parity Plan (“Plan”) concurrent with its provision of IntraLATA toll services. Big River currently provides IntraLATA Toll Dialing Parity in all other states in which it provides local exchange service.
- 2) The Plan will be implemented in all of the Company’s exchanges located in the State of Tennessee.
- 3) The intent of the Plan is to provide customers with the ability to pre-select the telecommunications carrier of their choice for routing their 1+intraLATA toll calls. Each customer will be notified of availability of the Plan during the service sign up process. Customers who contact Big River requesting new local exchange service will be advised of the telecommunication carriers (including Big River) available to provide IntraLATA toll service.
- 4) The IntraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an IntraLATA toll carrier will be identified as a “no-PIC” and will not be automatically defaulted to a carrier. Customers identified as “no-PIC” will be required to dial 101XXXX to place IntraLATA toll calls until they make an affirmative choice for an IntraLATA toll carrier.
- 5) Big River will provide the full 2-PIC carrier selection methodology. With the full 2-PIC methodology, customers will be able to pre-subscribe to one telecommunications carrier for InterLATA toll calls and pre-subscribe to the same or a different participating

Exhibit H
Application of Big River Telephone Company

telecommunications carrier, including their existing local exchange company for IntraLATA toll calls.

- 6) Big River employees who communicate with the public, accept customer service orders, and serve in customer service capacities have been trained to explain the process to customer for making PIC changes for IntraLATA toll calls. Those same employees have been trained and currently make changes (in other states) in customer records based upon requests from customers or carriers. Processes are in place to provide new customers with an opportunity to choose their IntraLATA toll carrier from available carriers.
- 7) Big River intends to offer service in all LATAs in Tennessee.
- 8) Customers will be assessed a PIC change charge of \$5.00 for changing their IntraLATA carrier, except for new subscribers to Big River service.
- 9) Big River will comply with the TRA rules on slamming. Big River's anti-slamming policies will conform to the procedures outlined in TRA Rule 1220-4-2-.56.
- 10) Big River will not discriminate with regard to access to telephone numbers, operator services, directory assistance, or directory listings.
- 11) Big River will comply with all FCC and TRA rules and regulations.

BIG RIVER TELEPHONE COMPANY, LLC

By: Kevin Keaveny
Kevin Keaveny
Vice President – Engineering &
Operations

Dated: December 28, 2004

Exhibit I
Application of Big River Telephone Company

EXHIBIT I

PRE-FILED TESTIMONY OF GERARD J. HOWE

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

December 28, 2004

*In re: Application of Big River Telephone)
Company, LLC For a Certificate of Public)
Convenience and Necessity To Provide Competitive)
Facilities-Based and Resold Local Exchange and)
Interexchange Telecommunications Services as a)
Competing Telecommunications Service Provider)*

Docket No. _____

PRE-FILED TESTIMONY OF GERARD J. HOWE

I, Gerard J. Howe, hereby submit the following testimony in support of the application of Big River Telephone Company, LLC (“Big River” or the “Company”) for a Certificate of Public Convenience and Necessity to provide competitive facilities-based and resold local exchange and interexchange telecommunications services in Tennessee:

Q: Please state your full name, business address, and title.

A: My name is Gerard J. Howe and my business address is 24 So. Minnesota Ave, Cape Girardeau, Missouri 63703. I am the Chief Executive Officer of Big River.

Q: Please describe your qualifications.

A: I have over 25 years experience in the telecommunications industry, holding a variety of executive and management positions in all aspects of operations, finance, regulatory relations, IT, and customer service. Prior to starting Big River in 2001, I founded Gabriel Communications, now NuVox Communications, a full service, facility-based Competitive Local Exchange Company (“CLEC”) based in Greenville, South Carolina. Before my stint at Gabriel Communications, I served as the Sr. Vice President – Finance at Brooks Fiber Properties where I was responsible for the finance and accounting operations of the company. Prior to Brooks Fiber Properties, I spent 18 years at SBC Communications in a variety of executive and management

positions. I have a Masters in Business Administration from St. Louis University and a Bachelor of Science from Southern Illinois University.

Q: Are all statements in Big River's application for a Certificate of Public Convenience and Necessity filed before the Tennessee Regulatory Authority true and correct to the best of your knowledge, information and belief?

A: Yes.

Q: Please describe the corporate structure of Big River.

A: Big River is a limited liability company, organized in the state of Delaware. It is a stand-alone entity with no parent and no subsidiaries or affiliates. Big River is privately held and has no outstanding equity or debt that is traded in the public markets.

Q: Does Big River possess the managerial, financial, and technical abilities to provide telecommunications services in Tennessee?

A: Yes. Big River has an experienced management team that has considerable experience in all aspects of telecommunications management. Additionally, Big River's employee base has considerable experience in providing local and long distance communications.

Q: Please describe Big River's financial condition and how it supports its application.

A: As demonstrated in Big River's historical financial statements, Big River has been able to leverage its ability to manage telecommunications networks and provide telecommunications services, and do so profitably in an ever-increasing competitive environment. In addition, during these increasingly competitive times, Big River has been able to increase its customer base and revenues despite declining prices. Big River has access to adequate capital resources and generally generates sufficient capital from operations to fund its growth.

Q: Please describe Big River's managerial and technical qualifications.

A: Big River's managerial experience has allowed for the Company to deploy its own local Class 5 switch, DSLAMs, fiber optic transmission equipment, and a variety of surveillance and control systems to manage its growing network. Additionally, the Company's management team has successfully developed products and services, filed the appropriate regulatory tariffs and billed its customers accurately and on a timely basis. Most importantly, through the entire process, Big River consistently provides a high level of customer service. Big River is technically qualified to provide its proposed services in Tennessee as it is currently providing similar services in other states and has the network infrastructure and back office systems and procedures to provide the services in Tennessee. Exhibit C to this application provides further information as to the experience and expertise of Big River's officers and management.

Q: What services will Big River offer?

A: Big River seeks authority from the TRA to offer local and interexchange voice and data telecommunications services. Big River will provide local and long distance services to residential and small and medium sized businesses. The local services will include a full set of advanced features, similar to those offered by other telephone companies in the State of Tennessee today. Additionally, Big River will provide wholesale communications services, including carrier access services where Big River will originate and terminate traffic from Interexchange carriers to and from Big River's local telephone customers.

Q. What areas will Big River serve?

A. Big River is seeking authority to operate as a competitive local exchange and interexchange carrier throughout the State of Tennessee. Big River anticipates that it will initially serve residential and small and medium sized businesses in the western part of the state, primarily in the 731 NPA.

Q: Will Big River offer services to all consumers within its service area?

A: Yes. Big River intends to offer services to all consumers in the areas in which it rolls out network accessibility.

Q: Will the granting of a certificate of convenience and necessity to Big River serve the public interest?

A: Yes. Approval of this Application will expand the telecommunications choices of Tennessee consumers and businesses. Consumers and businesses of this state will benefit from Big River's dedication to providing high-quality service at competitive prices. Furthermore, approval of this application will serve the public interest in that Big River's experience and back office capabilities will bring an organization focused on customer service into the Tennessee telecommunications marketplace. These changes will enhance the lives of the people of Tennessee and will enhance economic activity within the state.

Q: Does Big River intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

A: Yes. Big River complies with similar rules, specifically regarding disconnection and reconnection of service, in other states and intends to do so in Tennessee.

Q: Has any state ever denied Big River authorization to provide intrastate service?

A: No.

Q: Has any state ever revoked the certification of Big River?

A: No.

Q: Has Big River ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?

A: Big River has had five (5) consumer complaints filed within the past three years with the Missouri Public Service Commission. All of these were routine and found to lack merit. Each of the complaints has been answered and satisfactorily resolved by the Missouri Public Service Commission. The Applicant has not had complaints filed against it with any other state or federal agency.

Q: Who will serve as Big River's regulatory and customer service contact?

A: The Big River employee responsible for working with the TRA on resolving customer complaints and for serving as the Company's primary contact is: Steve Maldonado, Manager – Customer Service, 24 So. Minnesota Ave., Cape Girardeau, MO 63703, Telephone: (573) 651-3373, Facsimile: (573) 651-3605.

Q: Please explain in detail Big River's proposed procedures for responding to information requests from the TRA and its staff.

A: Big River has a customer management system that we also use for tracking interaction with vendors, regulators and other significant parties with whom Big River interacts. Upon receipt of an inquiry from the TRA or its staff, the request will be documented within our tracking system and shared with all parties within Big River that need to be involved with the request. The request will be researched and a response will be developed within any timelines specified by the TRA or its staff. All subsequent follow up to the original request will also be tracked and the issue will be closed in our tracking system only after Big River is notified by the TRA or its staff has received the information it was seeking.

Q: Does this conclude your testimony?

A: Yes.