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April A Ingram (615) 252 2302

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TRA DOCKET ROOM

January 23, 2006

Chairman Ron Jones Tennessee Regulatory Authority 460 Jas Robertson Parkway Nashville, TN 37243-0505

VIA HAND DELIVERY

CCN Application of VCI Company Re

06-00019

Dear Chairman Jones

Enclosed are an original and 13 copies of the Application of VCI Company for a Certificate of Convenience and Necessity to operate as a Competing Local Exchange Carrier in Tennessee

Please note we are submitting all copies of Exhibit D separately under seal This Exhibit contains confidential financial statements which should not be made available to the general public

We have also enclosed a check for the \$50 00 filing fee If you have any question about this submittal, please call me at 252-2302

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

April A Ingram

AAI/aı

Enclosures

Ms Stacey Klınzman CC

BEFORE THE TENNESSEE REGULATORY AUTHORITY ON ASHVILLE, TENNESSEE

IN THE MATTER OF THE APPLICATION OF)	70,
VCI COMPANY FOR A CERTIFICATE OF)	ين الم
CONVENIENCE AND NECESSITY TO)	
PROVIDE COMPETING FACILITIES-BASED)	Docket No 06- <u>000</u> /9
AND RESOLD LOCAL EXCHANGE)	
AND EXCHANGE ACCESS)	
TELECOMMUNICATIONS SERVICES)	
IN TENNESSEE)	

APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL TELECOMMUNICATIONS SERVICES

VCI Company ("VCI" or "Applicant"), by its undersigned counsel and pursuant to the provisions of T C A §§ 65-4-201, Administrative Rules Chapter 1220-4-8, and the Federal Telecommunications Act of 1996 ("Act"), hereby makes application to the Tennessee Regulatory Authority ("TRA") for a Certificate of Convenience and Necessity to provide resold and facilities-based local exchange and exchange access services in Tennessee ("Application") in the area served by BellSouth Telecommunications, Inc. In support of its Application, VCI provides the following information in compliance with Administrative Rule 1220-4-8-04

I Description of the Applicant

1 The full name and address of the Applicant is

VCI Company
3875 Steilacoom Blvd S W #A
Lakewood, Washington 98499
Toll free telephone no (800) 923-8375
Facsimile no (253) 475-6328
Website www vilaire com

1 Description of the Applicant (cont'd)

Applicant will do business as VCI Company

2 Correspondence or communications pertaining to this application should be

directed to

April Ingram, Esq
Boult, Cummings, Conners & Berry, PLC
1600 Division Street, Suite 700
Nashville, Tennessee 37203
Telephone (615) 252-2302
Fax (615) 252-6302
Email aingram@boultcummings.com

And to

Stacey A Klınzman
Regulatory Attorney
VC1 Company
3875 Steilacoom Blvd S W #A
Lakewood, Washington 98499
Telephone (253) 830-0056
Facsimile (253) 475-6328
E-mail staceyk@vcicompany.com

Correspondence and communications regarding VCI's ongoing operations should

be directed to

Stan Efferding
Secretary/Treasurer
VCI Company
3875 Steilacoom Blvd S W #A
Lakewood, Washington 98499
Telephone (206) 419-5948
Facsimile (253) 475-6328
E-mail Vilaire@comeast net

- Applicant is a privately-held corporation organized under the laws of the State of Washington on November 24, 2003. Applicant has no parent company or subsidiaries. Copies of Applicant's Articles of Incorporation, Bylaws, and Chart of Corporate Structure are attached hereto as Exhibit A. A copy of Applicant's Certificate of Authority to Transact Business in the State of Tennessee is attached as Exhibit B. Applicant has not been involved in any mergers or acquisitions.
- The names and addresses of the Applicant's officers, neither of whom are located in Tennessee, are

Stanley Johnson, President 3875 Steilacoom Blvd S W #A Lakewood, Washington 98499 Telephone (253) 973-2476 Facsimile (253) 475-6328 E-mail stanj@vcicompany.com

Stan Efferding
Secretary/Treasurer
VCI Company
3875 Steilacoom Blvd S W #A
Lakewood, Washington 98499
Telephone (206) 419-5948
Facsimile (253) 475-6328
E-mail Vilaire@comcast net

Resumes for Mr Johnson and Mr Efferding are attached hereto as Exhibit C

5 VCI will not maintain an office in Tennessee The name of VCI S's registered agent in Tennessee is

National Registered Agents, Inc 1900 Church Street, Suite 400 Nashville, Tennessee 37203

II Qualifications

Managerial and Technical Qualifications

The resumes attached as <u>Exhibit C</u> to this Application indicate that Applicant possesses the expertise to successfully operate a telecommunications enterprise in Tennessee Applicant's principles have extensive experience in the telecommunications Industry, including marketing, network operations, and financial analysis/accounting Applicant will primarily rely on its underlying carrier, which owns, operates and manages the network, for its technical expertise

2 Financial Qualifications

Applicant does not prepare audited financial statements. Applicant's financial standing is impeccable as demonstrated by the company's most recent, unaudited, income statement, balance sheet and statement of cash flows attached hereto at Exhibit D/Confidential, and filed under seal. Also attached as part of Exhibit D/Confidential are Applicant's projected income statement, balance sheet and cash-flow statement for the first three years of operations in Tennessee. None of the revenues included in Applicant's financial projections relate to reciprocal compensation for terminating Internet Service Provider ("ISP") traffic. Applicant's unaudited financial statements and projections are proprietary information for which Applicant seeks confidential treatment. Should anyone seek to review these documents other than a member of the TRA Staff or the TRA Directors, the Applicant respectfully requests notice and an opportunity to protect such documents from public disclosure.

The attached documents demonstrate that Applicant is adequately capitalized to provide reliable, long-term service to subscribers in the State of Tennessee Applicant does not require construction of its own facilities, nor does Applicant have plans to construct facilities of

Applicant is fully funded and requires no additional external capitalization to initiate and sustain its operations, nor does it expect to incur significant expense to provide local exchange service Applicant's bond, obtained for compliance with TCA § 65-4-125, is attached as Exhibit E hereto

3 Regulatory Approvals in Other States

Applicant is authorized to provide facilities-based and resold local exchange service in the following states

State	Certification/Authorization
	Date
Washington	December 18, 2002
Oregon	March 19, 2003
Wyoming	July 21, 2003
Montana	May 20, 2004
Idaho	September 3, 2004
Colorado	September 8, 2004
California	September 23, 2004
North Dakota	September 22, 2004 (resale
	local) and November 18, 2004
	(facilities-based local)
Minnesota	October 19, 2004
South Dakota	October 20, 2004
New Mexico	November 10, 2004
Iowa	December 1, 2004
Utah	February 25, 2005
Texas	May 12, 2005
Nebraska	May 17, 2005
Nevada	September 13, 2005
Wisconsin	October 4, 2005
Michigan	December 20, 2005

Applicant's applications for authority to provide competitive local exchange service on a resale and facilities-based basis are pending in Arizona, Florida, Georgia, Kansas, Kentucky, Louisiana, Mississippi, North Carolina, Ohio and South Carolina. Applicant has not

been denied requested certification in any jurisdiction

4 <u>Complaint History</u>

From time to time, the company has had consumer complaints referred to regulatory authorities in the states where it provides service, all of which have been resolved to the consumer's and staff's satisfaction or dismissed out of hand. In those cases, no disciplinary action resulted and no proceedings were instituted

The company has had only one consumer complaint that resulted in disciplinary In July 2005, the Iowa Utilities Board, on the recommendation of the Office of action Consumer Advocate, began proceedings against the Vilaire, as the company is known in Iowa, because of one consumer slamming complaint, Docket No FCU-05-39 The Iowa complaint was the result of an employee's mistake utilizing the company's third-party verification system That employee is no longer with the company Rather than undergo the expense of hiring local counsel and appearing at a hearing, the company entered into a settlement agreement with the Office of Consumer Advocate and paid a civil penalty of \$500 00 The Board's order approving settlement be viewed the Utilities on Iowa Board web site http://www.state.ia.us/government/com/util/orders.html

III Proposed Service Area and Services

Applicant proposes to operate as a Competitive Local Exchange Carrier offering competitive facilities-based and non-facilities-based local exchange services in the local exchange service areas currently served by BellSouth Telecommunications, Inc ("BellSouth")

Applicant proposes to provide facilities-based local exchange services using Unbundled Network Elements, such as the local loop, leased or purchased from BellSouth Applicant may further resell BellSouth's local exchange services. Applicant has requested of

BellSouth to adopt the Interconnection Agreement between BellSouth and Budget Phone, Inc. in its entirety. The adoption papers are being prepared at this time. The resulting Interconnection Agreement will be filed with the TRA pursuant to the TRA's rules and regulations. Facilities to be used in Applicant's provision of local services will be those of its underlying carrier. Applicant may purchase switching equipment and network facilities, or construct network facilities in the future. Applicant does not intend to offer services in areas served by an incumbent local exchange carrier with fewer then 100,000 total access lines.

Applicant proposes to serve residential consumers. Applicant intends to offer basic local service on an unlimited, flat fee basis, along with custom calling features, toll restriction services and directory services.

IV Description of Operations and Regulatory Compliance

- Applicant avers that it will adhere to all applicable TRA rules, policies and orders governing the provision of local exchange telecommunications services in Tennessee
- Applicant's customer service representatives will respond to customer inquiries regarding billing issues at Applicant's toll free number, (800) 923-8375, from 9 00 a m 5 00 p m, Monday through Friday Calls received at times other than normal business hours will be returned on the next business day

Customers may report technical problems and repair issues to Applicant's toll free number, (800) 923-8375, after receipt of which Applicant's Customer Service personnel will contact the underlying carrier to coordinate repair and resolution of other network issues VCI's toll free number is printed on its customers' monthly billing statements

The name and address of VCI's customer service contact for the TRA is

Stan Efferding
Secretary/Treasurer
VCI Company
3875 Steilacoom Blvd S W #A
Lakewood, Washington 98499
Telephone (206) 419-5948
Facsimile (253) 475-6328
E-mail Vilaire@comcast net

- Applicant's customer complaint procedures, termination policy and late charge policy are outlined in the document attached as <u>Exhibit F</u>, and are included in Applicant's proposed Price List, attached as <u>Exhibit M</u> Applicant will bill customers directly
 - 4 Applicant will not collect deposits from its customers
- 5 A copy of Applicant's Small and Minority Owned Telecommunications

 Participation Plan is attached hereto as Exhibit G
- Applicant's pre-filed testimony describing the services it plans to provide and summarizing its technical, managerial and financial qualifications is attached hereto as Exhibit
 H
 - 7 Applicant's toll dialing parity plan is attached as Exhibit I
 - 8 Applicant's statement regarding numbering issues as attached as Exhibit J
 - 9 Tennessee Specific Operational Issues are addressed at Exhibit K
- Notice of this Application, in the form attached as <u>Exhibit L</u>, has been served on all eighteen (18) local exchange telephone companies in Tennessee and the Consumer Advocate and Protection Division of the Office of the Tennessee Attorney General, as evidenced by the certificate of service attached hereto
 - 11 Grant of the Application will further the goals of the Tennessee Legislature and

further the public interest by expanding the availability of competitive telecommunications

services in the State of Tennessee In addition, intrastate offering of these services is in the

public interest because the services will provide Tennessee customers increased efficiencies and

cost savings Authorizing Applicant to provide competitive local exchange telecommunications

services will materially enhance the telecommunications infrastructure in the State of Tennessee

and will promote further economic development. In particular, the public will benefit both

directly, through the use of the competitive services to be offered by VCl and indirectly, because

VCI's presence in Tennessee will increase the incentives for other telecommunications providers

to operate more efficiently, offer more innovative services, reduce their prices, and improve their

quality of service Grant of this Application will further enhance the service options available to

Tennessee citizens for the reasons set forth above

V Conclusion

For the foregoing reasons, VCI Company respectfully requests that the Tennessee

Regulatory Authority approve its application for a Certificate of Public Convenience and

Necessity to provide resold and facilities-based competitive local exchange service

Respectfully Submitted,

April Ingram

BPR No 18052

Boult, Cummings, Conners & Berry, PLC

1600 Division Street, Suite 700

Nashville, Tennessee 37203

Telephone (615) 252-2302

Fax (615) 252-6302

Email <u>aingram@boultcummings</u> com

Attorneys for VCl Company

State of Washington) SS Lakewood
County of Pierce)
I, Stan Efferding, being first duly sworn, do hereby depose and state as follows
I am Secretary/Treasurer of VCI Company ("Company") and am authorized to make this verification on behalf of the Company,
I have read the foregoing Application and Exhibits and know the contents thereof,
The facts contained in the Application and Exhibits are true and correct to the best of my knowledge, information and belief,
4 Company will operate in compliance with all applicable federal and state laws, and all Federal Communications Commission and Tennessee Regulatory Authority rules and regulations
Dated this 16th day of January, 2006 Stan Effording
Subscribed and sworn to before me, Alexis Steckler, this 16th day of January, 2006
Notary Public in and for the State of Washington, residing at
My Commission Expires 33109

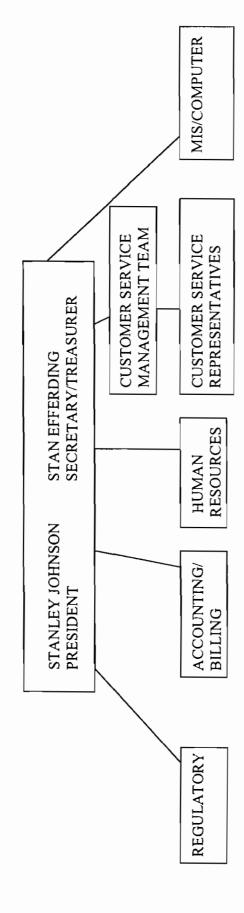
BEFORE THE TENNESSEE REGULATORY AUTHORITY NASHVILLE, TENNESSEE

VCI C CONV PROV AND AND TELE	E MATTER OF THE APPLICATION OF COMPANY FOR A CERTIFICATE OF VENIENCE AND NECESSITY TO VIDE COMPETING FACILITIES-BASED RESOLD LOCAL EXCHANGE EXCHANGE ACCESS COMMUNICATIONS SERVICES NNESSEE)) DOCKET NO 06))))	
	LIST OF EXHI	<u>BITS</u>	
A	ARTICLES OF INCORPORATION, BYLAV STRUCTURE	VS, AND CHART OF CORPORATE	
В	CERTIFICATE OF AUTHORITY TO TRAN	SACT BUSINESS IN TENNESSEE	
C	RESUMES OF STANLEY JOHNSON AND STAN EFFERDING		
D	VCI COMPANY UNAUDITED FINANCIAL STATEMENTS AND THREE (3) YEAR FINANCIAL PROJECTIONS FOR TENNESSEE OPERATIONS (FILED UNDER SEAL – CONFIDENTIAL TREATMENT REQUESTED)		
E	\$20,0000 BOND		
F	CUSTOMER COMPLAINT PROCEDURES CHARGE POLICY	S, TERMINATION POLICY AND LATE	
G	SMALL AND MINORITY OWNED TELE	ECOMMUNICATIONS PARTICIPATION	
Н	PREFILED TESTIMONY OF STAN EFFER	DING, SECRETARY/TREASURER	
I	TOLL DIALING PARITY PLAN		
J	STATEMENT REGARDING NUMBERING	ISSUES	
K	TENNESSEE SPECIFIC OPERATIONAL IS	SSUES	
L	NOTICE OF APPLICATION		
M	PROPOSED PRICE LIST		

EXHIBIT A

ARTICLES OF INCORPORATION, BYLAWS, AND CHART OF CORPORATE STRUCTURE (ATTACHED)

VCI COMPANY CHART OF CORPORATE STRUCTURE





APPLICATION TO FORM A PROFIT CORPORATION

FILED STATE (Per Chapter 238 02 RCW) ALL FEE \$175 NOV 2 4 200 Expedited (24-Hour) Service Available - \$20 PER ENTITY
INCLUDE FEE AND WRITE EXPEDITE" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE Please PRINT or TYPE in black ink Sign date and return original AND ONE COPY to STATE OF WASHINGTON CORPORATIONS DIVISION 801 CAPITOL WAY SOUTH PO BOX 40234 OLYMPIA WA 98504-0234 UBI 100A-344-48 BE SURE TO INCLUDE FILING FEE. Checks should CORPORATION NUMBER be made payable to Secretary of State IMPORTANTI Person to contact about this filing Daytime Phone Number (with area code) ~12 ~11 BB (253) ARTICLES OF INCORPORATION NAME OF CORPORATION (Must contain the word Corporation Incorporated or the abbreviation Corp. Inc. "Co. or Ltd") Company NUMBER OF SHARES (Minimum of one (1) share must be listed) CLASS OF (if preferred class is checked please attach description) SHARES THE CORPORATION IS AUTHORIZED TO ISSUE Common Preferred EFFECTIVE DATE OF (Specified effective date may be up to 90 days AFTER receipt of the document by the Secretary of State) INCORPORATION Specific Date . Upon filing by the Secretary of State >>> PLEASE ATTACH ANY OTHER PROVISIONS THE CORPORATION ELECTS TO INCLUDE <<< NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT JULY SUN Street Address (Regulated) 304 218C W DC SW CHY CHEWOS & State WAZIP 39458 PO Box (Optional - Must be in same city as street address) ZIP (If different than street ZIP) I consent to serve as Registered Agent in the State of Washington for the above named corporation. I understand it will be my responsibliry to accept Service of Process on behalf of the corporation to forward mail to the corporation and to immediately notify the Office of the Secretary of State of resign or change the Registered Office Address NAMES AND ADDRESSES OF EACH INCORPORATOR (If necessary attach additional names and addresses)

SIGNATURE OF INCORPORATOR

Address

This document is hereby executed under penalties of perjury and is to the best of my knowledge true and correct.

e of Indorporator

City_

OFATIONS INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1485)

005-001 (9/00)

BYLAWS

of

VCI COMPANY

OFFICES The principal office of the Corporation shall be located at 3875 Steilacoom Blvd, Suite A, Lakewood, WA 98499 The Corporation may also maintain offices at such other places within or without the State of Washington as the Board of Directors may from time to time require

2 MEETING OF SHAREHOLDERS

- 2 1 Annual Meetings The annual meeting of the shareholders of the Corporation shall be held within one hundred twenty (120) days after the close of the fiscal year of the Corporation for the purpose of electing directors and transacting such other business as may come before the meeting. If the election of directors is not held on the date designated for the annual meeting of shareholders, or at any adjournment thereof, the election shall be held at a special meeting of the shareholders called as soon thereafter as practicable
- 2.2 **Special Meetings** Special meetings of the shareholders may be called at any time by the Board of Directors or by the Chairperson and shall be called by the Secretary at the written request of the holders of Ten Percent (10%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the laws of the State of Washington
- 23 **Place of Meetings** All meetings shall be held at the principal office of the Corporation or at such other place within or without the State of Washington designated by the Board or by a waiver of notice signed by all of the shareholders entitled to vote at the meeting
- Notice of Meetings The Chairperson, when calling an annual meeting of shareholders, shall cause to be delivered to each shareholder entitled to vote at the meeting, either personally or by mail, not less than ten (10) nor more than thirty (30) days before the meeting, written notice stating the place, day, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called
- 25 Action by Shareholders Without a Meeting Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by all shareholders entitled to vote with respect to the subject matter thereof Any such consent shall be inserted in the minute book as if it were the minutes of the shareholder's meeting
- 26 **Quorum** A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. If less

than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At an adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum

Proxies At all meetings of shareholders a shareholder may vote by proxy executed in writing by the shareholder or by his Attorney-in-Fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy shall be invalid after eleven (11) months from the date of its execution.

28 Voting

- 2 8 1 Except as otherwise provided by statute or by the Articles of Incorporation, any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast by a meeting of shareholders by the holders of shares entitled to vote thereon
- 2 8 2 Except as otherwise provided by statute or by Articles of Incorporation, at each meeting of shareholders, each holder of record of shares of the Corporation entitled to vote thereat, shall be entitled to one (1) vote for each share registered in his name on the books of the Corporation
- 2 8 3 Each shareholder entitled to vote or to express consent or dissent without a meeting may do so by proxy, provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his Attorney-in-Fact, thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the persons executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.
- 2 8 4 Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall and does constitute action by such shareholders to the effect therein expressed with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the minute book of the Corporation under its proper date

3 BOARD OF DIRECTORS

3 1 **Duties and Powers** The Board of Directors shall be responsible for the control and management of the affairs, property, and interests of the Corporation and may exercise all powers of the Corporation, except as are in the Articles of Incorporation or by statute expressly conferred upon or reserved to the shareholders

3.2 Number, Tenure, and Qualifications

3 2 1 The Board shall be composed of two (2) directors, provided, however, that the number of directors may be changed from time to time by resolution and bylaw amendment. But no decrease shall have the effect of shortening the term of any incumbent director. Each director shall hold office until the next annual meeting and until his successor shall have been elected and qualified unless he resigns or is removed.

Directors need not be shareholders of the Corporation

- 3 2 2 Except as may otherwise be provided herein or in the Articles of Incorporation, the members of the Board of Directors of the Corporation, who need not be shareholders, shall be elected by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election
- 3 2 3 Each director shall hold office until the annual meeting of the shareholders next succeeding his election and until his successor is elected and qualified, or until his prior death, resignation, or removal

3 3 Annual and Regular Meetings, Notice

- 3 3 1 A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders at the place of such annual meeting of shareholders or at a special meeting preceding the next regularly scheduled Board meeting
- 3 3 2 The Board of Directors, from time to time, may provide by resolution for the holding of other regular meetings of the Board of Directors and may fix the time and place thereof
- 3 3 Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting, provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited and in the manner set forth in Section 3 4 2, with respect to special meetings, unless such notice shall be waived in the manner set forth in Section 3 4 3

3 4 Special Meetings, Notice

- 3 4 1 Special meetings of the Board of Directors shall be held whenever called by the Chairperson or by one of the directors at such time and place as may be specified in the respective notices or waivers of notice thereof
- 3 4 2 Notice of special meetings shall be mailed directly to each director addressed to him at his residence or usual place of business at least two (2) days before the day on

which the meeting is to be held, or shall be sent to him at such place by telegram, radio, or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. A notice, or waiver of notice, except as required by Section 3.8, need not specify the purpose of the meeting.

- 3 4 3 Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given
- 3.5 *Chairperson* At all meetings of the Board of Directors, the Chairperson of the Board, if any and if present, shall preside. If there shall be no Chairperson, or if he shall be absent, then the President shall preside, or in his absence, a Chairperson chosen by the directors shall preside.

3 6 Quorum and Adjournments

- 3 3 1 At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws
- 3 3 2 A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present

37 Manner of Acting

- 3 7 1 At all meetings of the Board of Directors, each director present shall have one (1) vote, irrespective of the number of shares of stock, if any, which he may hold
- 3 7 2 Except as otherwise provided by statute, by the Articles of Incorporation, or by these Bylaws, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board
- 3 8 Vacancies Any vacancy occurring by reason of any increase in the number of directors, or by reason of the death, resignation, or disqualification removal (unless filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors, though less than a quorum at any regular meeting or special meeting of the Board of Directors called for that purpose

- 3 9 Resignation Any director may resign at any time by giving written notice to the Board of Directors, the Chairperson, or the Secretary of the Corporation Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective
- 3 10 **Removal** At a meeting of shareholders called expressly for that purpose, one or more members of the Board (including the entire Board) may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote on election of directors
- 3 11 *Compensation* By Board resolution, directors may be paid their expenses, if any, for attendance at each Board meeting or a fixed sum for attendance at each Board meeting or a stated salary as director or any combination of the foregoing. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor
- 3 12 **Presumption of Assent** A director of the Corporation present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he files his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or unless he forwards such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. A director who voted in favor of such action may not dissent
- 3 13 Action by Directors Without a Meeting Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action to be taken is signed by each of the directors. Any such written consent shall be inserted in the minute book as if it were the minutes of the Board meeting.

4 OFFICERS

4 1 Number, Qualifications, Election, and Term of Office, Resignation

- 4 1 1 The officers of the Corporation shall be a President and a Secretary/Treasurer, each of whom shall be elected by the Board Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board Any two (2) or more offices may be held by the same person
- 4 1 2 The officers of the Corporation shall be elected annually by the Board at the Board meeting held after the annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as a Board meeting conveniently may be held. Each officer shall hold office until the next annual meeting and until his successor shall have been elected and qualified unless he resigns or is removed.
- 4 1 3 Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the Chairperson, or the Secretary of the Corporation Unless otherwise specified in such written notice, such resignation shall take

effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective

- 4.2 *Removal* Any officer may be removed by the Board of Directors, either with or without cause, and a successor elected by the Board at any time
- 4.3 *Vacancies* A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time, be filled for the unexpired portion of the term by the Board of Directors
- 4.4 **Duties of Officers** Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these ByLaws, or may from time to time be specifically conferred or imposed by the Board of Directors

The President shall be the chief executive officer of the Corporation

The Board of Directors shall delegate to one of the officers the responsibility for preparing minutes of directors and shareholder meetings and for authenticating records of the Corporation

4.5 **Salaries** The salaries of the officers shall be fixed from time to time by the Board, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation

5 CONTRACTS, LOANS, CHECKS, AND DEPOSITS

- 51 *Contracts* The Board may authorize any officer or officers, agent, or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances
- 5 2 **Loans** No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board Such authority may be general or confined to specific instances
- 5 3 Loans to Officers and Directors No loan shall be made by the Corporation to its officers or directors, unless first approved by the holders of two-thirds (2/3) of the shares
- 5.4 *Checks, Drafts, Etc* All checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent, or agents of the Corporation and in such manner as is, from time to time, determined by resolution of the Board
- 5 5 **Deposits** All funds of the Corporation not otherwise employed shall be deposited, from time to time, to the credit of the Corporation in such banks, trusts companies, or other public depositories as the Board may elect

6 CERTIFICATES FOR SHARES AND THEIR TRANSFER

- 61 Certificates of Shares Certificates representing shares of the Corporation shall be signed by the Secretary/Treasurer and shall include on their face written notice of any restrictions which the Board may impose on the transferability of such shares. All certificates shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled, and no new certificates shall be issued until the former certificates for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board may prescribe
- Transfer of Shares Transfer of shares of the Corporation shall be made only on the stock books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his Attorney-in-Fact authorized by power of attorney duly executed and filed with the Secretary/Treasurer of the Corporation and on surrender for cancellation of the certificates for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.
- 7 FISCAL YEAR The fiscal year of the Corporation shall be the calendar year
- 8 CORPORATE SEAL The Corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors
- 9 WAIVER OF NOTICE Whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Washington Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice
- INDEMNIFICATION To the full extent permitted by the Washington Business Corporation Act, the Corporation shall indemnify any person who was or is a party or is threatened to be made a part to any civil, criminal, administrative, or investigative action, suit, or proceeding (whether brought by or in the right of the Corporation or otherwise) by reason of the fact that he is or was serving at request of the Corporation as a director of officer of another corporation, against expenses (including attorney's fees), judgment, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, and the Board of Directors may, at any time, approve indemnification of any other person which the Corporation has the power to indemnify under the Washington Business Corporation Act. The indemnification provided by this Section shall not be deemed exclusive of any rights to which a person may be entitled as a matter of law or by contract.

11 AMENDMENTS

- 11 l **By Shareholders** All Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be made, by a majority vote of the shareholders at the time entitled to vote, in the election of directors
- and repeal, from time to time, Bylaws of the Corporation, provided, however, that the shareholders entitled to vote with respect thereto as in Section 9 above-provided may alter, amend, or repeal Bylaws made by the Board of Directors, except that the Board of Directors shall have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the Bylaws with respect to the removal of directors or the filling of vacancies in the Board resulting from the removal by the shareholders. If any Bylaws regulating an impending election of directors is adopted, amended, or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors, the Bylaw so adopted, amended, or repealed, together with a concise statement of the changes made

The undersigned certify the foregoing Bylaws have been adopted as the first Bylaws of the Corporation, in accordance with the requirements of the Corporation Law

PRESIDENT

SECRETARY/TREASURER

STANLEY JOHNSON

STAN EFFERDING

EXHIBIT B

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN TENNESSEE (ATTACHED)

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R Snodgrass Tower
Nashville, Tennessee 37243

DATE 09/28/05 REQUEST NUMBER 5568-1908 TELEPHONE CONTACT (615) 741-2286 FILE DATE/TIME 09/27/05 1302 EFFECTIVE DATE/TIME 09/27/05 1302 CONTROL NUMBER 0503305

TO UNISEARCH, INC P O BOX 11940 OLYMPIA, WA 98508-1940

RE VCI COMPANY APPLICATION FOR CERTIFICATE OF AUTHORITY -FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE THE ATTACHED CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION OF THE CORPORATION'S FISCAL YEAR THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUSTROST

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE

FOR APPLICATION FOR CERTIFICATE OF AUTHORITY -

ON DATE 09/28/05

FROM INISEARCH, INC (WA) O BOX 11940 JUITE 202 JLYMPIA, WA 98508-0000 RECEIVED \$6

\$0 00

TOTAL PAYMENT RECEIVED

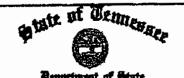
\$600 00

RECEIPT NUMBER ACCOUNT NUMBER

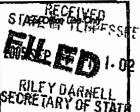
00003805369 00159375

RILEY C DARNELL SECRETARY OF STATE

55 4458



APPLICATION FOR CERTIFICATE OF AUTHORITY (FOR PROFIT)



Reportment of State
Corporate Filings
312 Eighth Avenus North
6th Finor, Willsam R. Scoodgress Tower
Nashrille, TN 37243 Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation

hereby applies for a certificate of auti-	Outh to managed prainess		e, and for trial purpose and form
1 The name of the corporation is.			
*If different, the name under which to	ie certificate of authority	is to be obtained is	
[NOTES. The Secretary of State of the State of Tennessee may not issue a certificate of authority to a licregn corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. "If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]			
2. The state or country under whose			
The date of its incorporation is if other than perpetual, is	11/24/2003	(must be mont)	n, day and year) and the penod of duration,
4 The complete street address (inc 3875 Sterlaccom Bivd., # A.	Lakewood,	WA 98498	
Street	Cîty	State/Country	Zip Code
5. The complete street address (including the county and the zp code) of its registered office in Tennessee and the name of its registered agent is 1900 Church Street, Suite 400, Nashville, TN 37203			
Street Registered Agent National Register	City red Agents, Inc.	State/Country	Zip Code
6. The names and complete busine	ss addresses (including z	ip code) of its current off	icers are (Attach seperate sheet if necessary.)
Stanley Johnson - Present - 3875 Stan Efferding - Secretary / Treas			WA 98498
7 The names and complete business addresses (including zip code) of its current board of directors are. (Attach separate sheet if necessary.) Stanley Johnson -Director - 3875 Stellacoom Blvd. # A. Lakewood. WA 98498			
Stan Efferding - Director - 3875 St	ellacoom Blvd., # A, La	kewood, WA 98498	
If the corporation commenced dos (month, day and year)	ng business in Tennesse	e prior to fine approval of	This application, the data of commancement
9 The corporation is a corporation	for profit.		
10 If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is (date). (time)			
[NOTE. A delayed effective date shall (not be later than the 90th d	sy after the date this docu	ment is filed by the Secretary of State_]
INOTE. This application must be accompanied by a certificate of existence (or a document of similar import) duty authemicated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]			
9/4/05		/Cl Company	
Signatule Date		lange of Corporation	7
President Control	<i>\</i>	1/1/2	
Signer's Capacity		Stanley Johnson	
65-4431 (Rev 4/01) Filing Fi	ee. \$60C	Name (typed or printed)	SCSA 1878



Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF EXISTENCE/AUTHORIZATION OF VCI COMPANY

I FURTHER CERTIFY that the records on file in this office show that the above named Profit

Corporation was formed under the laws of the State of WA and was issued a Certificate Of

Incorporation in Washington on 11/24/2003

I FURTHER CERTIFY that as of the date of this certificate, VCI COMPANY remains active and has complied with the filing requirements of this office

Date. September 26, 2005

UBI 602-344-481

STATE OF WASHING

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed Secretary of State

EXHIBIT C

RESUMES OF STANLEY JOHNSON AND STAN EFFERDING (ATTACHED)

Stan Efferding 7304 Zircon Dr SW Lakewood, WA 98498 206-419-5948 Fax 253-475-6328

Professional Resume

12/2002 - Current VCI Company (Telecommunications Company)

Residential phone service, licensed in 18 states

2/2004 - Current Heather Meadows Apartments/Owner

Multifamily Investment

9/2002 - 10/2003 Vilaire Apartments/Owner

Multifamily investment

8/2000 - 12/2002 Vice President, Tel West Communications

25,000 business and residential customers serviced in 20 state region

1998 – 2000 Simpson Property Group Limited Partnership/SIMCOM (Simpson Communications), Regional Manager

1206 unit portfolio Facilities based telephone and cable operations throughout

1991 – 1998 Mulqueeney Company, Property Manager

1996-1998 Property Manager, Chase Properties, 536 units Facilities based telephone and cable operations managed in partnership with telephones plus/cable plus

1995 Project Manager, \$13 5M, 200 unit Chase Gardens apartment development

1991-1995 – Property Manager, Chase Village, 336 units

1985 – 1990 University of Oregon Bachelor of Science

Stanley Johnson 7304 Zircon Dr SW Lakewood, WA 98498 (253) 973-2476 Cell StanJ@vilaire com

Profile

Talented negotiator and team leader with contributions in problem solving, decision making and implementing new systems. Experienced in business analysis, budgeting and P&L responsibility. Recognized as a hands-on, proactive troubleshooter who can rapidly identify business problems and provide solutions. A creative individual, very observant of details and their possible consequence/application.

Position & Employers

2002 -	President, VCI Company
2001 - 2002	Financial Business Specialist, Bayer Health Care
1999 - 2001	Coordinator, International Business Machine (IBM)
1997 – 1999	Regional Finance Manager, AmeriCorp
1995 – 1997	Financial Analyst, Wells Fargo Bank

Education

MBA, Eastern Michigan University, MI (1998) Graduated Cum laude

B S, Norfolk State University, VA (1995) Emphasis in Finance G P A in Major 3 52

Experience

President, VCI Company

Residential phone service, licensed in 16 states

Bayer HealthCare, Financial Business Specialist

- Design, implement and managed a \$2 1 Billion Sales budget process made up of 20 different currencies
- Preformed detail product profitable analysis, which leads to a 7% increase in company's overall performance
- Preformed competitive benchmarks Analysis that leads to a 27% increase in market Share
- Prepared and presented Monthly, Quarterly and yearly finance performance measurements to senior level management

IBM, Coordinator

- Designed, Implemented and managed a forecast process that helped senior level management increase profitable 250 Million
- Developed and managed a pricing and marketing strategy the increased product market share by 50% in 6 months
- Prepared and presented Monthly Performance measurement to Senior Level management
- Preformed detail analysis on companies for future business acquisitions
- Strategize with senior level management in regards to current and future sale growth

Wells Fargo Bank, Financial Analysts

- Preformed financial statement analysis on small companies for future investment opportunity
- Prepared Quarterly performance Measurement for middle level management
- Prepared/Analyzed Income Related statements, balance sheet and earnings schedules for 100 million corporation and subsidiaries

Career Achievements

- Cited for "exemplary" performance in 1996 Performance review
- Analyzed capital markets issues including interest rate risk, divestitures and other restructurings
- Oversaw all marketing and customer service activities led region to 12% increase in profitability over previous year
- 25% revenue and 15% market share increase in 2 years

EXHIBIT D

Confidential Financial Statements

Filed Separately Under Seal

EXHIBIT E

\$20,000 BOND (ATTACHED)

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATONS SERVICE PROVIDER'S SURETY BOND

BOND # PD 8376	
WHEREAS VCI Company (the Principal) has applied to telecommunications services in the State of Tennessee and	the Tennessee Regulatory Authority for authority to provide
required to file this bond in order to obtain such authority and	25(j) of the Tennessee Code Annotated as amended the Principal is to secure the payment of any monetary sanction imposed in any Code Annotated or the Consumer Telemarketing Act of 1990 by or
WHEREAS CONTRACTORS BONDING AND INSURANCE	COMPANY
(the Surety) a corporation licensed to do business in the State 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 e provisions of Title 65 Chapter 4 Section 125(j) of the Tennessee
in accordance with the provisions of Tennessee Code Annotated thousand dollars (\$20,000,00) lawful money of the United State monetary sanction imposed against the Principal its representational under Title 65 of the Tennessee Code Annotated or the Consumer	Title 65 Chapter 4 Section 125(j) in the full amount of twenty is of America to be used for the full and prompt payment of any ves successors or assigns in any enforcement proceeding brought. Telemarketing Act of 1990 by or on behalf of the TRA for which diassigns each jointly and severally firmly and unequivocally by
annual renewal period or portion thereof shall constitute a new bor force the liability of the Surety shall not be cumulative and the agunder this bond shall not exceed Twenty Thousand Dollars (\$20.0)	and shall be continuous provided however that each modern Regardless of the number of years this bond may remain in garegate liability of the Surety for any and all claims suits or actions 00 00). The Surety may cancel this bond by giving thirty (30) days profiled mail it being understood that the Surety shall not be relieved of cancellation.
PRINCIPAL	SURETY
VCI Company	CONTRACTORS BONDING AND INSURANCE COMPANY Name of Surety PO BOX 12053
Company ID # as assigned by PRA	PORTLAND OR 97212 0053
Signarure of Frincipal	Address of Surety SIGNATURE OF SURETY AGENT AUTHORITIES Address of Surety SIGNATURE OF SURETY AGENT ACTUAL ACTUAL
Stanley Johnson President	Hame CAPPERINE L GOMES
/ \/	Title ATTORNEY-IN-FACT
′ V()	Address of Surety Agent
\mathcal{O}	PO BOX 10167

EUGENE OR 97440

EUGENE OR 97440

IHIS BOND IS ISSUFD IN ACCORDANCE WITH THE I ROVISIONS OF SECTION 125, CHAPTER 4 TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO 586 2000 PUBLC ACTS SHOULD THERE BY ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THE REUNDER THE STATUTE OR REGULATIONS SHALL PREVAIF (10WFR 01 ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BY ATTACHED)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF WASHINGTON COUNTY OF PIERCE)	
with whom I am personally acqua	inted and who, upon oath, acknowledged and he a	and personally appeared Stanley Johnson owledged himself to be the individual who acknowledged to me that he executed the
My Commission Expires 3 31 09	ACKNOWLEDGEMENT OF	Alexis Steckler, Notary Public in and for the State of Washington
STATE OF OREGON COUNTY OF LANE	_	
with whom I am person individual who executed the foregotian a CORPORATION licensed to dof TENNESSEE to engage	nally acquainted and who upon going bond on behalf of INSURA to business in the State of WASF ge in the surety business, and the	And personally appeared CATHERINE L GOMES And acknowledged him/herself to be the ANCE COMPANY the within named Surety indicated by the State at he/she as such individual being authorized e corporation by him/herself and as such
WITNESS my hand and s	eal this 20 day of DECE	MBER , 2005
My Commission Expires 16 - 3 - 66	OFFICIAL SEAL GLENDA A GALLAGHER NOTARY PUBLIC - OREGON COMMISSION NO 362582 MY COMMISSION EXPIRES OCTOBER 31, 200	9889
	APPROVAL AND INDOR	Notary Public SEMENT
to law, that the sureties on the sai	me are good and worth the pena	und the same to be sufficient and in conformity alty thereof, and that the same has been filed as day of 200_
		Name
		Tulo



LIMITED POWER OF ATTORNEY

Not Valid for Bonds A August 31st, 2006

Power of Attorney

READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the Company). The original document contains a watermark with the lefters "chic" embedded in the paper rather than printed upon it. The name of the paper rather than printed upon it. The name of the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond is of the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, Constitute and appoint the following CATHERINE L. COMES, LARRY C BUCK PAUL JENSEN and ROBERT A. HARVEY its true and lawful Attorney(s) in Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond for undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney in Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the company. This appointment is made under the authority of the Board of Directors of the

CERTIFICATE

If the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and futhermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effects.

EXHIBIT F

CUSTOMER COMPLAINT PROCEDURES, TERMINATION POLICY AND LATE CHARGE POLICY (ATTACHED)

CUSTOMER COMPLAINT PROCEDURES

Customer complaints and billing disputes may be directed to the company via telephone at (800) 923-8375 or by mail at P O Box 98907, Lakewood, Washington 98499 All billing disputes must be brought to the Company's attention within 30 days

VCI's customer service representatives have access to customers' billing and payment information and to third-party verification recordings for purposes of resolving disputes and complaints. Customer service representatives attempt to resolve customer complaints and billing disputes during the customer's telephone call. If the complaint is received via U.S. mail, customer service representatives endeavor to contact the customer within one week. If the complaint or billing dispute is not resolved to the parties' mutual satisfaction, the customer is informed of his/her right to contact the TRA Consumer Services Division at the following address and telephone numbers for assistance in resolving the complaint or dispute

Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505 Toll Free 1-800-342-8359 TTY 1-888-276-0677

TRA Consumer Services Division staff should direct complaint information directly to Stan Efferding, the company's TRA complaint contact, who may be reached by mail at the address above, via telephone at (206) 419-5948, or via electronic mail at Vilaire@comcast net Complaints directed to the company by the TRA are responded to promptly

TERMINATION POLICY

Refusal or Disconnection of Service

The Company may refuse or discontinue Service for any of the following reasons, pursuant to TRA Rule 1220-4-2-12

- In the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others
- In the event of tampering with the equipment furnished and owned by the Company
- For violation of or noncompliance with the TRA's Regulations Governing Service Supplied by Telephone Utilities, or for violation of or noncompliance with the Company's rules on file with the TRA
- 4 For failure to comply with municipal ordinance or other laws
- For failure of the Customer to permit the Company reasonable access to its equipment
- 6 For nonpayment of bill

Termination for Non-Payment of Bills

Customer bills are due and payable within fifteen (15) days after mailing. If the bill is not paid within fifteen (15) days, the Company provides customers written notice of all outstanding charges, including late fee, and granting an additional eight (8) business day period for impending disconnection. During this eight (8) business day period, Company's customer service personnel attempt to contact customers, via telephone, at least twice. Service is discontinued at the conclusion of the eight (8) business day period unless payment is made in full

Termination for Reasons other than Non-Payment of Bills

Company will provide eight (8) days' advance written notice of impending disconnection for reasons other than non-payment of bills

LATE CHARGE POLICY

Customers who fail to pay their bills within fifteen (15) days of mailing are assessed a $$10\,00$ late fee

EXHIBIT G

SMALL AND MINORITY OWNED TELECOMMUNICATIONS PARTICIPATION PLAN

(ATTACHED)

SMALL AND MINORITY-OWNED BUSINESS PARTICIPATION PLAN

Pursuant to T C A §65-5-212, as amended, VCI Company ("VCI) 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 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. VCI 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. However, VCI does not maintain an office or employees in Tennessee. Should VCI locate an office or hire employees in Tennessee, VCI will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services pursuant to the provisions of this Plan.

As part of its procurement process, VCI will make efforts to identify minority-owned and small businesses and ensure that minority-owned and small businesses 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 lease 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, and 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

VCI '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 VCI 's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be

Stan Efferding
Secretary/Treasurer
VCI Company
P O Box 98907
Lakewood, Washington 98499
Telephone (206) 419-5948
Facsimile (253) 475-6328
Electronic mail Vilaire@comcast net

The Administrator's responsibilities will include

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority ("TRA")
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan
- (3) Preparing and submitting such forms as may be required by the TRA, including the filing of required annual updates
- (4) Serving as the primary liaison to and cooperate with the TRA, 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 within VCI 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

Chambers of Commerce

The Tennessee Department of Economic and Community Development

The United States 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 ininority-owned businesses assistance with technical,

insurance, bonding, licensing, production, and deadline requirements

IV RECORDS AND COMPLIANCE REPORTS

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

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

VCI Company

By Stan Efferding Secretary/Treasurer

Dated January 16, 2006

EXHIBIT H

PREFILED TESTIMONY OF STAN EFFERDING, SECRETARY/TREASURER (ATTACHED)

BEFORE THE TENNESSEE REGULATORY AUTHORITY NASHVILLE, TENNESSEE

IN THE MATTER OF THE APPLICATION OF)
VCI COMPANY FOR A CERTIFICATE OF)
CONVENIENCE AND NECESSITY TO)
PROVIDE COMPETING FACILITIES-BASED) Docket No 06
AND RESOLD LOCAL EXCHANGE)
AND EXCHANGE ACCESS)
TELECOMMUNICATIONS SERVICES)
IN TENNESSEE)

PRE-FILED TESTIMONY OF STAN EFFERDING ON BEHALF OF VCI COMPANY

I <u>INTRODUCTION</u>

Q PLEASE STATE YOUR FULL NAME, BUSINESS ADDRESS, TELEPHONE NUMBER AND POSITION

A My name is Stan Efferding I am co-owner, co-founder, and Secretary/Treasurer of VCI Company ("VCI") My business address is 3875 Steilacoom Blvd S W #A, Lakewood, Washington 98499 My telephone number is (206) 419-5948 My electronic mail address is Vilaire@comcast net

Q PLEASE BRIEFLY DESCRIBE YOUR DUTIES

A With my partner, Stanley Johnson, I am responsible for all aspects of VCI's operations I also have responsibility for VCI in the area of finance—I have substantial knowledge of VCI's overall business operations and services

Q PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND EDUCATIONAL BACKGROUND

A Prior to forming Vilaire, I was Vice President of Tel West Communications At Tel West, I was responsible for all aspects of the company's operations. I received a Bachelor of Science in Psychology from the University of Oregon in 1990. My resume and that of my partner, Stanley Johnson, are attached as Exhibit C to the VCI's Application for Certificate to Provide Competing Local Telephone Service ("the Application")

Q ARE ALL STATEMENTS IN VCI'S APPLICATION TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE, INFORMATION AND BELIEF?

A I am familiar with VCI's application All statements in VCI's application are true and correct to the best of my knowledge, information and belief

Q PLEASE DESCRIBE THE CURRENT CORPORATE STRUCTURE OF VCI COMPANY

A VCI is a corporation formed under the laws of the State of Washington on November 24, 2003 Prior to its incorporation, VCI operated as a sole proprietorship

II PURPOSE AND SUMMARY

Q WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A The purpose of my testimony is to present evidence in support of VCl's Application by demonstrating that VCI has the ability to provide reliable competitive local exchange services in the State of Tennessee, and by demonstrating why the granting of a Certificate of Public Convenience and Necessity to VCI is in the public interest

Q PLEASE DESCRIBE THE AUTHORITY THAT VCI SEEKS FROM THE COMMISSION

VCl seeks authority to provide resold and facilities-based local exchange service in the service area of BellSouth Tennessee VCl proposes to offer a basic local service on a flat fee basis and custom calling features, along with toll limitation and directory services, to residential customers VCl proposes to resell BellSouth's services and to utilize Unbundled Network Elements ("UNE"), such as the local loop

Q PLEASE SUMMARIZE THE MAIN POINTS OF YOUR TESTIMONY

- A My testimony will address several major issues
 - A description of VCI's application for a Certificate of Convenience and Necessity to provide local exchange telecommunications services,
 - A description of VCI's managerial and technical qualifications,
 - A description of VCI's financial qualifications,
 - A description of the specific services VCl proposes to offer in the Tennessee, and
 - A demonstration that VCI's proposed local exchange services are consistent with the public interest

Q HAS VCI BEEN AUTHORIZED TO PROVIDE SUCH SERVICE IN ANY OTHER JURISDICTIONS?

A VCI has been granted intrastate certification/operating authority in the States of California, Colorado, Idaho, Iowa, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Texas, Utah, Washington, Wisconsin and Wyoming VCI currently has applications for intrastate operating authority pending in the state of Arizona, Florida, Georgia, Kansas, Kentucky, Louisiana, Mississippi, North Carolina, Ohio and South Carolina VCI intends to apply for authority to provide competitive local exchange service in all fifty (50) states

VCI currently provides service in eight (8) states, Washington, Oregon, Montana, North Dakota, South Dakota, and Minnesota, to approximately 50,000 customers. VCI has negotiated interconnection agreements and commercial agreements with Qwest and SBC and has completed the adoption papers for an interconnection agreement to be filed in all of BellSouth's territory.

Q HAS VCI EVER BEEN DENIED AUTHORIZATION BY A STATE REGULATORY AGENCY?

A VCI has not been denied authorization by a state regulatory agency

III <u>LEGAL QUALIFICATION</u>

Q PLEASE DESCRIBE THE CORPORATE STRUCTURE OF VCI

VCI is a corporation formed under the laws of the State of Washington on November 24, 2003 Prior to its incorporation, VCI operated as a sole proprietorship. VCI is a privately-held company, not affiliated with any other company. VCI does not maintain subsidiaries, nor is it a subsidiary of a parent company. VCI's Articles of Incorporation are attached to VCI's Application as part of Exhibit A.

Q IS VCI AUTHORIZED TO DO BUSINESS IN TENNESSEE?

A Yes A copy of VCI's Authorization to Transact Business in Tennessee is attached to VCI's application as Exhibit B

III MANAGERIAL AND TECHNICAL QUALIFICATIONS

Q PLEASE OUTLINE VCI'S MANAGERIAL AND TECHNICAL QUALIFICATIONS

A VCI has the managerial and technical qualifications to provide competitive local exchange service in Tennessee VCI's principals are eminently qualified to support the Company's telecommunications service offerings in each of their respective disciplines, through their educational and work experiences. My resume and the resume of my partner, Stanley Johnson, are attached as Exhibit C to the Application. VCI Company has been operated profitably for several years due to the telecommunications, management and business experience of its principals.

V FINANCIAL QUALIFICATIONS

Q PLEASE DESCRIBE VCI'S FINANCIAL QUALIFICATIONS

A VCI's financial statements have been submitted to the Commission with its application as Exhibit D/Confidential. The Company's financial position clearly demonstrates the Company's ability support its operations and serve the public in the State of Tennessee. The Company is fully funded and requires no external funding. As a provider of local services utilizing UNEs and a reseller of local exchange telecommunications services, VCI's liabilities to its underlying carriers are incurred upon the rendering of service. VCI does not plan to construct facilities. The Company will, therefore, require no additional capitalization or resource expenditure to expand its operations in Tennessee.

VI VCI'S PROPOSED SERVICES

Q PLEASE DESCRIBE THE TYPES OF SERVICES THAT VCI WILL OFFER IN TENNESSEE

A VCI proposes to offer basic local exchange service on a flat fee basis, custom calling services and ancillary services primarily to residential customers

O HOW WILL VCI PROVIDE THESE SERVICES?

A VCI will serve its local exchange subscribers utilizing a combination of incumbent local exchange carrier unbundled network elements (UNEs) and resold services Local exchange subscribers will be served utilizing existing incumbent facilities, such as the local loop

VCI will coordinate with BellSouth for the provision of emergency 911 services, directory publication, and directory distribution to local customers. VCI currently does not plan to build facilities in Tennessee, but seeks authority to provide both facilities-based and resold local exchange service so that it may expand its operations as market conditions warrant. We have completed the adoption papers to adopt the Interconnection Agreement between BellSouth and Budget Phone, Inc. throughout BellSouth's service area. All appropriate paperwork will be filed with the Commission for approval, pursuant to section 252(e) of the 1996 Telecommunications. Act (47 U.S.C. §252(e))

Q WHAT GEOGRAPHIC AREAS WILL VCI SERVE?

A VCI proposes to provide local exchange services in the area currently served by BellSouth – Tennessee

Q WHAT TYPES OF CUSTOMERS DOES VCI INTEND TO SERVE?

A Applicant will provide local exchange services residential customers in Tennessee

Q HOW WILL VCI HANDLE CUSTOMER SERVICE?

A VCI's customer service department is available from 9 00 a m to 5 00 p m Pacific Time Customers may reach the Company's customer service staff via its toll-free telephone number, 800 923 8375, via facsimile at 253 475 6328, or by letter directed to the address listed on the bill. Where billing disputes or other customer complaints are not resolved to the satisfaction of the customer, the customer may, of course, seek Commission intervention if necessary. VCI's employees embrace a strong customer service orientation that makes meeting customer needs an absolute priority.

Q PLEASE DESCRIBE VCI'S RATE STRUCTURE

A The determination of final pricing will not occur until VCl's Interconnection Agreement is approved by the Commission Bearing that in mind, VCI intends to offer basic local exchange service as follows

Retail Customers

Basic Local Exchange Service, Monthly	\$21 00		
Connection/Conversion Fee	\$300 00		
(Payable in equal monthly installments over 12 months)			
Custom Calling Services			
Set Up Fee	\$ 1000		
Call Waiting	\$ 5 00		
Call Forwarding	\$ 500		
Three-Way Calling	\$ 500		
Caller ID	\$ 10 00		
Package, all above features, monthly	\$ 29 00		
Non-Published Service	\$ 500		

VCI has filed its proposed Tennessee Price List as Exhibit M to its Application

IV PUBLIC INTEREST CONSIDERATIONS

- Q DOES VCI HAVE A SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN ("PLAN"), AS REQUIRED PURSUANT TO T C A § 54-5-22?
- A Yes VCI submitted its Plan as Exhibit G to its Application
- Q HAS VCI DESIGNATED A PLAN ADMINISTRATOR WHO WILL BE RESPONSIBLE FOR ADMINISTERING VCI'S PLAN?
- A Yes, I will be the Plan Administrator

Q PLEASE DESCRIBE THE PUBLIC INTEREST BENEFITS ASSOCIATED WITH VCI'S PROPOSED OFFERING OF TELECOMMUNICATIONS SERVICES IN TENNESSEE

Grant of the Application will further the goals of the Tennessee Legislature and the Α Federal Communications Commission, and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing Applicant to provide competitive local exchange telecommunications services will materially enhance the telecommunications infrastructure in the State of Tennessee and will promote further economic development. In particular, the public will benefit both directly, through the use of the competitive services to be offered by VCI and indirectly, because VCI's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service Grant of this Application will further enhance the service options available to Tennessee citizens. Finally, the State of Tennessee will realize an increase in tax revenue. I believe that VCI will operate as the very type of responsible, financially solid local carrier that the Commission wishes to enter the State of Tennessee

VII CONCLUSION

Q DOES THIS CONCLUDE YOUR TESTIMONY?

A Yes, it does I reserve the right, however, to amend or modify my testimony, as appropriate

[SIGNATURE NEXT PAGE]

Da	A.	
Stan Efferding, VCI Company	Secretary/Ti	reasurer

Subscribed and swo	orn to bef	fore me, Alexis Ste	eckler, a Notary F	Public in and for the state of	
Washington, residir	ng at	Alka Ca	inter	, this 16 th da	y
of January, 2006	00	\	4		•

My commission expires 3 31 09

(SEAL)

EXHIBIT I

TOLL DIALING PARITY PLAN

(ATTACHED)

INTRALATA TOLL DIALING PARITY IMPLEMENTATION PLAN

Pursuant to the Federal Communications Commission ("FCC") Order 99-54 in CC Docket No 96-98 (Implementation of the Local Competition Provisions of the Telecommunications Act of 1996) VCI Company ("VCI") hereby submits its IntraLATA Toll Dialing Parity (1+ presubscription) Implementation Plan ("Plan")

I Objective/Purpose

VCl seeks authority from the TRA to provide telecommunications services within the State of Tennessee as a competing local provider ("CLP")

VCI 's Implementation Plan would enable Customers to route intraLATA toll calls (intraLATA 1+ and 0+ calls), plus directory assistance (1+ area code + 555-1212), without the use of access codes, to the Customer's pre-selected interexchange carrier (IXC)

II Geographic Availability

IntraLATA presubscription ("ILP") is available in all LATAs where VCI will provide its local resold and UNE based telecommunications services within the State of Tennessee—ILP will be available in all exchanges of the underlying local exchange carrier where VCI provides local resale and UNE based services

III Implementation Schedule

VCI intends to offer dialing parity for intraLATA toll calls upon the later of (i) 30 days after the TRA approves VCI 's Plan, or (ii) the commencement of the provision of local exchange service. VCI will be offering exchange services as a reseller and UNE based provider, and will rely upon the capabilities of the underlying incumbent local exchange company ("ILEC") to provide intraLATA toll dialing parity. Accordingly, VCl 's retail customers may choose any IXC that has established itself as an access customer under the underlying ILEC's access tariff

1V Carrier Selection Process

VCI will implement full 2-PIC ("Primary Interexchange Carrier") capability for interLATA and intraLATA presubscription. The full 2-PIC methodology allows customers to presubscribe to one carrier for intraLATA toll calls, and to the same or a different carrier for interLATA toll calls.

VCI will ensure that new customers have the opportunity to choose their intraLATA toll carrier. VCI employees who communications with the public, accept orders and serve in customer service capacities will explain the availability of 2-PIC equal access and intraLATA toll dialing parity. Such employees will also assist customers in making an initial PIC choice, or in changing a PIC choice for intraLATA and interLATA toll calls.

A Existing Customers

VCI has no existing customers in Tennessee

B New Customers

A new customer contacting VCI to request new local telephone exchange service will be advised of the opportunity to choose both an intraLATA and interLATA toll provider. If requested by the customer, VCI will provide a competitively neutral list of participating telecommunications carriers that provide intraLATA toll service in the customer's exchange. A new customer who does not select an intraLATA toll carrier will be identified as "no-PIC," and will not be automatically defaulted to a carrier. A "no-PIC" customer will be unable to make intraLATA toll calls on a 1+ or 0+ dialed basis, and will be required to dial the access code of a carrier (101XXXXX) to place intraLATA toll calls until the customer chooses an intraLATA toll carrier

V Carrier Notification

IXCs will be notified via letter that they must contact VCI directly if an end-user using VCI 's resold or UNE based services desires to change to that IXC VCI will obtain a list of current IXCs from the TRA for mailing to all currently certificated IXCs. As a reseller, VCI will not have any access services or carrier customers in Tennessee who need to be informed of the availability of dialing parity. Should VCl provide access services as a UNE or facilities-based provider, VCI 's access carrier customers will be informed of the availability of dialing parity.

VI PIC Change Charges

The charge for a PIC change will be stated in VCI 's tariff, and will be filed with the TRA

EXHIBIT J

STATEMENT REGARDING NUMBERING ISSUES (ATTACHED)

NUMBERING ISSUES

What is your company's expected demand for NXXs per NPA within a year of approval of your application?

Response As VCI will be providing service via resale and utilizing UNEs, VCI does not expect to demand any NXXs

2 How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

Response As VCI will be providing service via resale and utilizing UNEs, VCI does not expect to demand any NXXs

3 When and in what NWP do you expect to establish your service footprint?

Response VCI will provide local service throughout the area currently served by BellSouth

Will the company sequentially assign telephone numbers within NXXs?

Response As VCI will be providing service via resale and utilizing UNEs, VCI does not expect to demand any NXXs

What measures does the company intend to take to conserve Tennessee numbering resources?

Response VCI will obtain its numbers from BellSouth and thus will not over utilize Tennessee's numbering resources

When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

Response As VCI will be obtaining telephone numbers from BellSouth, this question does not apply

EXHIBIT K

TENNESSEE SPECIFIC OPERATIONAL ISSUES (ATTACHED)

1 How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee

Response VCI proposes to provide unlimited local service for a monthly fee in BellSouth's territory As VCI does not provide or bill for intraLATA or interLATA long distance calling services, VCI is in compliance with this statute

2 Is the company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

Response Yes, VCI is aware of the Tennessee County Wide Calling database

3 Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

Response Yes, VCI is aware of the local calling areas provided by BellSouth, which will be VCI's underlying carrier

4 Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas

Response VCI proposes to provide unlimited local service for a monthly fee in BellSouth's territory VCI does not provide or bill for intraLATA or interLATA long distance calling services

5 Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA on resolving customer complaints

Response Stan Efferding

Secretary/Treasurer P O Box 98907

Lakewood, Washington 98499 Telephone (206) 419-5948 Facsimile (253) 475-6328

Electronic mail Vilaire@coincast net

6 Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA §65-4-401 et seq and Chapter 1220-4-11?

Response VCI does not telemarket its service in any jurisdiction

EXHIBIT L

NOTICE OF APPLICATION (ATTACHED)

NOTICE

I certify that a copy of this Notice has been served upon the following carriers via U S mail

Ardmore Telephone Company, Inc

PO Box 549

517 Ardmore Avenue

Ardmore, Tennessee 38449

Century Telephone of Adamsville

PO Box 405

116 N Oak Street

Adamsville, Tennessee 38310

Century Telephone of Ooltewah-Collegedale, Inc

PO Box 782

5616 Main Street

Ooltewah, Tennessee 37363

Citizens Communications Company

of The Volunteer State

P O Box 770

300 Bland Street

Bluefield, West Virginia 24701

Millington Telephone Company, Inc

P O Box 429

4880 Navy Road

Millington, Tennessee 38083-0429

TDS Telecom-Concord Telephone Exchange, Inc

PO Box 22610

701 Concord Road

Knoxville, Tennessee 37933-0610

TDS Telecom-Tellico Telephone Company, Inc

PO Box 9

102 Spence Street

Tellico Plains, Tennessee 37385-0009

TEC-People's Telephone Company, Inc

PO Box 310

Ern, Tennessee 37061

BellSouth

333 Commerce Street

Nashville, Tennessee 37201-3300

Century Telephone of Claiborne

PO Box 100

507 Main Street

New Tazewell, Tennessee 37825

Citizens Communications Company of Tennessee

P O Box 770

300 Bland Street

Bluefield, West Virginia 24701

Loretto Telephone Company, Inc

PO Box 130

Loretto, Tennessee 38469

Sprint-United

112 Sixth Street

Bristol, Tennessee 37620

TDS Telecom-Humphreys County

Telephone Company

P O Box 552

203 Long Street

New Johnsonville, Tennessee 37134-0552

TEC-Crockett Telephone Company, Inc

PO Box 7

Friendship, Tennessee 38034

TEC-West Tennessee Telephone Company, Inc

PO Box 10

244 E Main Street

Bradford, Tennessee 38316

United Telephone Company P O Box 38 120 Taylor Street Chapel Hill, Tennessee 37034 TDS Telecom – Tennessee Telephone Company P O Box 18139 Knoxville, TN 37928-2139

This ______day of January, 2006

Aprıl İngram

1189940 v1 999991 139 1/16/2006

EXHIBIT M

PROPOSED PRICE LIST

(Attached)

RATES, SERVICES, TERMS AND CONDITIONS FOR THE PROVISION OF LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES OF VCI COMPANY IN THE STATE OF TENNESSEE

This price list ("Price List") contains the terms and conditions applicable to the provision of local exchange telecommunications services provided by VCI Company with principal offices at 3875 Steilacoom Boulevard #A, Lakewood, Washington 98499 within the State of Tennessee This Price List is on file with the Tennessee Regulatory Authority ("TRA")

Issued By

Effective

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CHECK PAGE

Pages of this Price List are effective as of the date shown at the bottom of the respective page(s) Original and revised pages as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original	31	Ongmal		
2	Ongmal	32	Original		
2 3	Ongınal	34	Original		
4	Original	35	Onginal		
5	Original	36	Original		
6 7	Original	37	Original		
7	Onginal	38	Original		
8	Original	39	Original		
9	Original	40	Onginal		
10	Original	41	Original		
11	Onginal	42	Original		
12	Original	43	Original		
13	Original	44	Original		
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30	Original				

^{*} included in this filing

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST

The following symbols shall be used in this Price List for the purpose indicated below

(D)	To signify discontinued rate or regulation
(I)	To signify increased rate
(M)	To signify a move in the location of text
(N)	To signify new rate or regulation
(R)	To signify reduced rate
(T)	To signify a change in text but no change in rate or regulation

APPLICATION OF PRICE LIST

This Price List sets forth the terms, conditions, rates and services applicable to the furnishing of intrastate End-User local exchange communications Services by VCI Company, hereinafter referred to as the Company or VCI, to Customers within the State of Tennessee The Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein

This Price List is on file with the TRA. In addition, this Price List is available for review at the Company's main office at 3875 Steilacoom Boulevard #A, Lakewood, Washington 98499

DOCUMENT FORMAT

- A Page Numbering Page numbers appear in the upper right corner of the page Pages are numbered sequentially. However, new pages are occasionally added to the Price List. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1
- B Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the TRA. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the TRA is not always the Price List page in effect. Consult the Check Page for the page currently in effect.
- C Paragraph Numbering Sequence There are nine levels of paragraph coding Each level of coding is subservient to its next higher level
- D Check Pages When changes are made to this Price List, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Price List, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc remain the same, just revised revision levels on some pages.) The Price List user should refer to the latest Check Page to find out if a particular page is the most current on file with the TRA.

SECTION 10-DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center

Account - A Company accounting category containing up to two (2) residential local exchange Access Lines billed to the same Customer at the same address. The second or non-primary local exchange Access Line will share any call allowance of the primary local exchange Access Line. The second or non-primary local exchange Access Line therefore will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange Access Line.

Advance Payment - Part or all of a payment required before the start of service

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company -Vilaire Communications, the issuer of this Price List

Connection Fee – The charge for establishing service to a Customer

Customer - A person 1) Who receives or applies to receive any residential telecommunication service from a utility, or 2) In whose name such service is or is to be provided, as evidenced by (a) His signature on the application or contract for service, or (b) In the absence of a signed instrument, the receipt and payment of bills regularly issued in the name of the Customer, regardless of the identity of the actual user of the service

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services

Deposit - Money provided by a Customer to ensure payment for service provided by a utility

SECTION 1 0 - DEFINITIONS

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA

ILEC - Incumbent local exchange carrier

Interruption - The mability to complete calls due to equipment malfunctions or human errors

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

Non-Recurring Charge - The initial charge, usually assessed on a one-time basis, to initiate and establish service

Service - Any means of service offered herein or any combination thereof

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company

Termination of Service The intentional cessation of service by a utility to a Customer that has not been requested by the Customer

TRA Tennessee Regulatory Authority

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Tariff

VCI Company – issuer of this Price List

White Pages Directory Listing - A directory listing found in the local White Pages telephone directory

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SECTION 20 - REGULATIONS

2.1 Undertaking of the Company

211 Scope

The Company undertakes to furnish communications Service pursuant to the terms and conditions set forth in this Price List in connection with one-way and/or two-way information transmission between points within the state of Tennessee

The Company is responsible only for the Services and facilities provided pursuant to this Price List, and it assumes no responsibility for any Service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers

2 1 2 Shortage of Equipment or Facilities

- A The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control
- B The furnishing of Service pursuant to this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company

2 1 Undertaking of the Company (Cont'd)

2 1 3 Terms and Conditions

- A Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day
- B Except as otherwise stated in this Price List, Customers may be required to enter into written Service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Price List Customers also will be required to execute any other documents as may be reasonably requested by the Company
- At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service order shall survive such termination.
- D In any action between the parties to enforce any provision of this Price List, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award
- E Service may be refused or discontinued pursuant to the Authority's rules and the provisions of Section 2 5 6 of this Price List
- F To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity

SECTION 20 - REGULATIONS (CONT'D)

- 2 1 Undertaking of the Company (Cont'd)
- 2 1 4 Limitations on Liability
 - A The Company has no liability for damages arising out of either (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission
 - B The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service
 - C The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed
 - D The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to
 - Any act or omission of (a) the Customer, (b) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (c) Common Carriers or warehousemen, except as contracted by the Company,
 - Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes, national emergencies, insurrections, nots, wars or other civil commotions, strikes, lockouts, work stoppages or other labor difficulties, criminal actions taken against the Company, unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, and any law, order, regulation or other action of any governing authority or agency thereof,

<u>SECTION 20 - REGULATIONS (CONT'D)</u>

- 2.1 Undertaking of the Company (Cont'd)
- 2 1 4 Limitations on Liability (Cont'd)
 - D, Continued
 - 3 Any unlawful or unauthorized use of the Company's facilities and Services,
 - Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or Services, or by means of the combination of Company-provided facilities or Services,
 - 5 Breach in the privacy or security of communications transmitted over the Company's facilities,
 - Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Subsection 2 1 4
 - Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof,
 - Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities,

SECTION 20 - REGULATIONS.(CONT'D)

- 2.1 Undertaking of the Company (Cont'd)
- 2 1 4 Limitations on Liability (Cont'd)
 - D, Continued
 - 9 Any noncompletion of calls due to network busy conditions,
 - Any calls not actually attempted to be completed during any period that Service is unavailable,
 - And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or facilities
 - E The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere
 - F The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein
 - G Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions
 - Directory Errors In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs

SECTION 20 - REGULATIONS (CONT'D)

- 2 1 Undertaking of the Company (Cont'd)
 - I With respect to Emergency Number 911 Service
 - This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person 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 by (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this Service
 - Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them
 - When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 Service upon request of such governmental authority By subscribing to Service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above

2 1 Undertaking of the Company (Cont'd)

2 1 5 Notification of Service-Affecting Activities

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

2 1 6 Provision of Equipment and Facilities

- A The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price List The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer
- B The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer 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 the Company, except upon the written consent of the Company
- C The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer
- D Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided

- 2 1 Undertaking of the Company (Cont'd)
- 2 1 6 Provision of Equipment and Facilities (Cont'd)
 - The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer
 - The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for
 - the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission, or
 - the reception of signals by Customer-provided equipment

2 1 7 Non-routine Installation

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

2.1 Undertaking of the Company (Cont'd)

2 1 8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer Special construction is that construction undertaken

- A where facilities are not presently available, and there is no other requirement for the facilities so constructed,
- B of a type other than that which the Company would normally utilize in the furnishing of its Services,
- C over a route other than that which the Company would normally utilize in the furnishing of its Services,
- D in a quantity greater than that which the Company would normally construct,
- E on an expedited basis,
- F on a temporary basis until permanent facilities are available,
- G involving abnormal costs, or
- H in advance of its normal construction 2 1 9 Ownership of Facilities

Title to all facilities provided in accordance with this Price List remains in the Company, its partners, agents, contractors or suppliers

- 2.2 Prohibited Uses
- 2 2 1 The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits
- 2 2 2 The Company may require applicants for Service who intend to use the Company's offenings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offenings complies with relevant laws and TRA regulations, policies, orders, and decisions
- 2 2 3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage
- A Customer, joint user, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services—Such a transfer will be treated as a discontinuance of existing Service and installation of new Service, and non-recurring installation or Connection Fee will apply

2 3 Obligations of the Customer

231 General

The Customer is responsible for making proper application for Service, placing any necessary order, complying with the regulations set forth herein, payment of charges for Services provided Specific Customer responsibilities include, but are not limited to the following

- A the payment of all applicable charges for the Company's Services,
- B payment for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with regulations set forth herein, or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company,
- C providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises,
- obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2 3 1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service,

- 2 3 Obligations of the Customer (Cont'd)
- 2 3 1 General (Cont'd)
 - E providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work,
 - F complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3 1D, and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company,
 - G not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities, and
 - H making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer No allowance will be made for the period during which Service is interrupted for such purposes

- 2 3 Obligations of the Customer (Cont'd)
- 2 3 2 Liability of the Customer
 - A The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct
 - B To the extent caused by any negligent or intentional act of the Customer as described in A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this Price List or any tariff or price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party
 - C The Customer shall not assert any claim against any other Customer or User of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence

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2 4 Customer Equipment and Channels

241 General

A User may transmit or receive information or signals via the facilities of the Company The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Price List.

2 4 2 Station Equipment

- A Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection
- B The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company--provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2 4 Customer Equipment and Channels (Cont'd)

2 4 3 Interconnection of Facilities

- Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense
- B Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections
- C Facilities furnished pursuant to the terms of this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications TRA pursuant to Part 68 of Title 47, Code of Federal Regulations, and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D Users may interconnect communications facilities that are used in whole or in part for interstate communications to Services provided under this Tariff only to the extent that the user is an is "End User", as defined in Section 69 2(m), Title 47, Code of Federal Regulations (1992 edition)

2.4 Customer Equipment and Channels (Cont'd)

2 4 4 Inspections

- A Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment
- B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm

2 5 Payment Arrangements

2 5 1 Payment for Service

- A The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons
- B The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services

2.5 Payment Arrangements

252 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for Services and facilities furnished to the Customer by the Company The Company shall present invoices monthly to the Customer

- A All charges are due and payable within fifteen (15) days after the invoice mailing date
- B When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated pro rata based on the actual number of days in the month
- Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Price List or the Service Order Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued
- D If any portion of the payment is not received by the Company within fifteen (15) days after issuance, then a late payment charge of \$10 00 shall be due to the Company Late payment charges are to be applied without discrimination
- E The Customer will be assessed a charge of twenty-five dollars (\$25 00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor
- F If Service is discontinued by the Company in accordance with Section 2.5.6 following and later restored, restoration of Service will be subject to payment of all past-due amounts, including late payment charge(s)

2 5 Payment Arrangements, Continued

253 Disputed Bills

- A In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of Service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within fifteen (15) days of receipt of billing for those Services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the TRA. The address and telephone number of the TRA are as follows

Consumer Services Division, Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243-0505 Toll Free 1-800-342-8359 TTY 1-888-276-0677 FAX 615-741-8953

C If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply

254 Advance Payments

The Company does not collect Advance Payments

- 2 5 Payment Arrangements (Cont'd)
- 2 5 5 Deposits

The Company does not require Customer deposits for local service

- 256 Refusal or Discontinuance of Service
 - A The Company may refuse or discontinue Service for any of the following reasons, pursuant to TRA Rule 1220-4-2- 12
 - In the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others
 - In the event of tampering with the equipment furnished and owned by the Company
 - For violation of or noncompliance with the TRA's Regulations Governing Service Supplied by Telephone Utilities, or for violation of or noncompliance with the Company's rules on file with the TRA
 - 4 For failure to comply with municipal ordinance or other laws
 - For failure of the Customer to permit the Company reasonable access to its equipment
 - 6 For nonpayment of bill

- 2 5 Payment Arrangements (Cont'd)
- 2 5 6 Refusal or Discontinuance of Service
 - B Notice of proposed discontinuance
 - Customers who do not pay their bills within fifteen (15) days of the date of mailing will be assessed a late payment fee of \$10.00
 - The Company will issue notice of pending discontinuance of the Customer's service, including the past due amount and late fee, on the sixteenth (16th) day after mailing. The notice will grant the Customer eight (8) additional business days for payment of the outstanding bill plus the late payment fee.
 - The Company will attempt to contact the Customer at least once during the eight (8) business day period
 - If the outstanding bill plus late fee is not paid by the eighth (8th) business day after mailing of the notice of pending discontinuance, the Customer's service is discontinued

- 2.5 Payment Arrangements (Cont'd)
- 2 5 7 Cancellation of Application for Service
 - A Applications for Service cannot be canceled without the Company's agreement Where the Company permits a Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below
 - B Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service commenced (all discounted to present value at six percent)
 - Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements
 - D The special charges described in 2 5 8 A through 2 5 8 C will be calculated and applied on a case-by-case basis

- 2.5 Payment Arrangements (Cont'd)
- 2 5 9 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly and other charges may be due

- 2.6 Allowances for Interruptions in Service
- 261 Except as provided below, the Company will adjust the Customer's bill to account for interruption of Service as required by TRA Rule 1220-4-2 10
 - A In the event the Customer's service is interrupted other than by negligence or willful act of the Customer and it remains out of order in excess of 24 hours after being reported, appropriate adjustments or refunds shall be made to the Customer, upon the Customer's request
 - B The refund to the Customer will be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative
 - C The refund may be accomplished by a credit on the subsequent bill for Service
 - D A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet
 - An interruption period begins when the Customer reports a Service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative.
 - If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.

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- 2 6 Allowances for Interruptions in Service (cont'd)
- 2 6 1 Except as provided below, the Company will adjust the Customer's bill to account for interruption of Service as required by TRA Rule 1220-4-2 10 (cont'd)
 - G The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer

2 6 2 Limitations of Allowances

No credit allowance will be made for any interruption in Service

- A Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer,
- B Due to the failure of power, equipment, systems, connections or Services not provided by the Company,
- C Due to circumstances or causes beyond the reasonable control of the Company,
- D During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions,
- A Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company (pursuant to Section 2 6 3), or utilize another Service provider,
- F During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements,

- 2.6 Allowances for Interruptions in Service (Cont'd)
- 262 Limitations of Allowances (Cont'd)
 - G That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction, and
 - H That was not reported to the Company within thirty (30) days of the date that Service was affected
- 2 6 3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used

- 2.7 Use of Customer's Service by Others
- 2 7 1 Joint Use Arrangements

Joint use arrangements will be permitted for all Services provided under this Price List. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each joint user shall be responsible for the payment of the charges billed to it

- 28 Customer Responsibility
- 2 8 1 Cancellation by Customer

Customers may cancel Service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event, the Customer executes a term commitment agreement with the Company, the Customer must cancel Service and terminate the agreement in accordance with the agreement terms.

- 2.9 Transfers and Assignments
- 2 9 1 Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties
 - A to any subsidiary, parent company or affiliate of the Company, or
 - B pursuant to any sale or transfer of substantially all the assets of the Company, or
 - C pursuant to any financing, merger or reorganization of the Company
- 2 10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services

- 2 10 1 Customer Liability for Fraud and Unauthorized Use of the Network
 - A The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified
 - B A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's Account
 - An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
 - D The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft

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- 2 10 1 Customer Liability for Fraud and Unauthonzed Use of the Network (cont'd)
 - The Customer is responsible for payment of all charges for calling card Services furnished to the Customer or to Users authorized by the Customer to use Service provided under this rate sheet, unless due to the negligence of the Company This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees, or the public
- 2 11 Notices and Communications
- 2 11 1 The Customer will designate on the Service Order and the Customer's bill an address to which the Company shall mail or deliver all notices and other communications
- 2 11 2 Except as otherwise stated in this Price List, all notices or other communications required to be given pursuant to this Price List will be in writing. Except as otherwise stated in this Price List, notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2 11 3 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein
- 2 11 4 Communications regarding ordering, changing or terminating Service and questions about billing may be directed to the Company's Customer Service Department at PO box 98907 Lakewood, WA 98499 or via telephone at (800) 923-8375

2 12 Taxes, Fees and Surcharges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services

SECTION 30 - DESCRIPTION OF SERVICE

- 3 1 Exchange Service Areas
- 3 1 1 The Company is authorized to provide local exchange Services in the portions of Tennessee served by BellSouth-Tennessee ("BellSouth")
- 3 1 2 The Company's description of Service area in no way compels the Company to provide any Service in an area where facilities or other extenuating factors limit the Company's ability to provide Service
- 3 1 3 Services are provided subject to technological availability and compatibility with Customer facilities. Services, rates, and Contract conditions may not be available in all areas.
- 3 1 4 Local Calling Areas
 - A The Company initially will provide Service to all exchanges in the area currently served by BellSouth
 - B The Company concurs in BellSouth's Exchange Areas listed in its local exchange tariffs filed with the TRA Local calling areas, for Customers whose premises are served by the Company will be the same as BellSouth's local calling areas

SECTION 30 - DESCRIPTION OF SERVICE (Cont'd)

- 3 2 Local Exchange Services
- 3 2 1 The Company's local telephone Service provides a Customer with the ability to connect to an ILEC's switching network which enables the Customer to
 - A Place or receive calls to or from any calling station or telephone number in the local calling area,
 - B Receive calls from any calling station or telephone number, except for reverse billed toll calls Access 911 Emergency Service (E911 where available from the ILEC), and
 - C Place calls to 800/888/877 or other toll free telephone numbers
- 3 2 2 Call Timing for Usage Sensitive Services

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply

- A Calls are measured in durational increments identified for each Service All calls which are fractions of a measurement increment are rounded-up to the next whole unit
- B Timing on completed calls begins when the call is answered by the called party Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s)
- C Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier

3 2 3 Standard Residence Line

The Standard Residence Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single Station sets or facsimile machines.

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SECTION 3 0 - DESCRIPTION OF SERVICE (Cont'd)

3 2 Local Exchange Services, Continued

3 2 4 Custom Calling Features

- A Call Forwarding Variable a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature If forwarded to a long distance number the Subscriber will incur the long distance charges
- B Call Waiting -provides a tone/signal to a Customer that has a call in progress, that another call has been placed to that Customer's telephone number. The Customer may elect to hold the first call, by use of the switchhook, and answer the second call, as well as alternate between calls by pressing the switchhook. The Customer may elect not to respond to the signal, and continue the original call. In locations where the Company has made it available, Call Waiting may be deactivated prior to making an outgoing call, (or during a call if the Customer has Three-Way Calling)
- C Caller Identification Number allows for the automatic delivery of a calling party's telephone number (including nonpublished and nonlisted telephone numbers) to the called Customer, which gives the called Customer an opportunity to decide whether to answer the call immediately or not The number is displayed on Customer provided equipment
- D Three Way Calling permits the Customer to add a third party to an established connection When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming

SECTION 30 - DESCRIPTION OF SERVICE (Cont'd)

3 2 Local Exchange Services, Continued

3 2 5 Directory Listings

The Company shall provide for a single White Pages Directory Listing, termed the "primary listing," in the local White Pages telephone directory published by the Incumbent Local Exchange Carrier (ILEC) in the Customer's exchange area. The primary listing will be the telephone number that is designated as the Customer's main billing number.

A Non-Published Listings

Listings that are not printed in the White Pages Directory are referred to as Non-Published Listings. These types of listings are not available from directory assistance and are omitted or deleted from directory assistance records. Non-published listing service will be furnished, at the Customer's request, subject to the provisions of this Price List and monthly charges.

3 2 6 Toll Restriction Service

- A Toll restriction service provides the customer with local dialing capabilities but blocks any call that has a long distance or premium service charge association. Toll restriction service will allow the completion of 9-1-1 calls and all local calls.
- B Toll restriction is offered to Customers where facilities and operating conditions permit
- C The Customer is responsible for collect, third number billed and credit card calls billed to the line equipped with toll restriction service

SECTION 3 0 - DESCRIPTION OF SERVICE (Cont'd)

3 2 Local Exchange Services, Continued

3 2 7 Telecommunications Relay Service (TRS)

The Tennessee Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the state of Tennessee The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a text telephone and individuals with normal hearing and speech

3 2 8 Call Restriction Service

A General

Call Restriction Service is a service which enables Customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. It is offered with options containing various types of restrictions and is available to basic exchange Customers with individual line residence or business service or PBX trunks.

B Regulations

Call Restriction Services are furnished only when central offices are equipped to provide this service. Call Restriction Service does not provide restriction of non-chargeable calls to Company numbers, such as repair service, public emergency service numbers, (911), or 1+800 calling. Subscribing to Call Restriction Service does not relieve Customers of responsibility for calls charged to their number.

C Options

- 1 900 and 976 Block TRA Rule 1220-4-2- 58 (9)
- 2 International Block TRA Rule 1220-4-2- 58 (9)
- 3 PIC Freeze TRA Rule 1220-4-2- 56 (13)(a)(1-3)

SECTION 30 – DESCRIPTION OF SERVICE (Cont'd)

- 3 2 Local Exchange Services, Continued
- 3 2 8 Call Restriction Service (cont'd)
 - C Options (cont'd)
 - 3 PIC Freeze TRA Rule 1220-4-2- 56 (13)(a)(1-3) (cont'd)

Subscribers who wish to reduce the chance of a change in their local exchange carrier, intraLATA and/or interLATA toll service provider(s) without their express written or verbal consent may request, at no charge, to have their preferred carrier selection frozen to their carrier of choice Preferred Carrier Freezes shall be implemented or removed by one of the following three methods

- a In written form by the use of a Letter of Agency (LOA) that must conform with Rule 1220-4-2-56 (2)(a), The Tennessee Verification of Orders for Changes of Long Distance Carrier, or
- b Verbally, with Customer and the Company, or
- c Verbally, with a three-way conference call between the Company, the Customer, and the preferred carrier

SECTION 30 - DESCRIPTION OF SERVICE (Cont'd)

- 3 2 Local Exchange Services, Continued
- 3 2 8 Call Restriction Service (cont'd)
 - C Options (cont'd)
 - 4 Third Party Blocking TRA Rule 1220-4-2-58 (4)(5)

This service will give the Customer the ability to better prevent unauthorized charges appearing on his or her telephone bill by not allowing a third party service provider i.e. ISP, voice mail service etc., the ability to place monthly recurring charges on the Customer's bill without proper verification. The method of verifying charges for Customers with third party block is described below

- a The third party service provider i.e. ISP, alarm company, etc. shall not submit charges to the Company without first obtaining a letter of authorization ("LOA") from an authorized individual for the telephone account. The LOA shall include the name and address of the company providing the service, a description of the service, an itemization of the cost including whether the charge is one-time or a recurring fee and a statement confirming that the person signing up for the service is an authorized individual for the telephone service.
- b The LOA shall not be combined with inducements of any kind on the same document

¹The Company does not guarantee that by placing Third Party Blocking on the Customer's account that the Third Party Blocking information cannot be changed without the Subscriber's consent. The Company shall not be liable for any damages that may occur if changes are made without the Customer's consent as long as the Company has fully complied with the requirements specified in Rule 1200-4 2 56 (2) and Rule 1220-4-2-58 (4)(5)

Note This offering in no way nullifies the carrier or third party provider's responsibility pursuant to the rules and regulations

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SECTION 3 0 - DESCRIPTION OF SERVICE (Cont'd)

- 3 2 Local Exchange Services (Cont'd)
- 3 2 8 Call Restriction Service (cont'd)
 - C Options (cont'd)
 - 4 Third Party Blocking TRA Rule 1220-4-2-58 (4)(5) (cont'd)
 - c A copy of the LOA must be provided to the Company, as authority from the Customer to place a monthly recurring charge on his or her telephone bill. The Company will not remove third party block without first calling the Customer and obtaining his or her verbal approval.
 - d Subscribers who wish to establish or cancel third party block may do so by calling the Company Business Office Personal information will be verified to confirm calling party
 - D Service Connection Charges
 - 1 Service Order charges apply to third party block
 - 2 The following are added at no charge
 - 900, 976, International, and PIC Freeze

SECTION 40 - RATES AND CHARGES

4 1 Basic Service

		Monthly Rate	Nonrecurring Charge
	Installation of Local Line		\$300 00
	Conversion of Local Line	* * * * * * * * * * * * * * * * * * * *	\$300 00
	Basic Monthly Service	\$ 21 00	
4 2	Optional Features		
	Set Up Charge		\$10 00*
	Call Waiting	\$ 5 00	
	Call Forwarding	\$ 5 00	
	Three-Way Calling	\$ 5 00	
	Caller ID	\$10 00	
	Non-Published Service	\$ 5 00	
4 3	Package		
	All above features	\$29 00	
	44 Toll	Restriction	\$10 00

SECTION 40-RATES AND CHARGES (CONT'D)

4.5 Miscellaneous Nonrecurring Charges

Call Trace Setup	\$10 00
Change Telephone Number	\$20 00
Caller Identification Blocking Activation	\$10 00
Service at New Address	\$20 00
Reconnection Fee	\$20 00
Late Charge	\$10 00
Returned Payment Charge	\$25 00
Rush Order Charge	\$20 00
Toll Restriction Activation	\$10 00

4 6 Directory Assistance

Per Call \$2 00

4 7 Directory Services

	Monthly Rate
Non-published service	\$5 00

48 Call Restriction Service

	Residential/Monthly
900 and 976 Block	\$0 00
International Block	\$0.00
PIC Freeze	\$0.00
Third Party Block	\$0.00
Third Party Block Activation	\$10 00

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^{*}Note The Optional Feature Set up Charge activates any one or all of these features. If ordered with initial service, no optional feature set up charge applies