

NationsLine

PO Box 11845 Roanoke VA 24022 1845

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January 24, 2006

ATTN Docket Control Office
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

RE Certification Application for NationsLine South, Inc

06-00020

Dear Sir or Madam

Enclosed please find an unbound original and thirteen copies of the application of NationsLine South Inc to provide local exchange service as a competitive local exchange carrier (CLEC) in the state of Tennessee. One unbound original and thirteen copies of NationsLine's proposed tariff are also enclosed.

Also enclosed please find a set of financial statements filed under seal, and a check for \$25.00 for the filing fee.

We look forward to assisting you in any way possible with this application, and will provide whatever information your office may require. Please feel free to contact me at (540) 444-2169, or sathanson@nationsline.com. Thank you for your attention to this matter.

Very Truly Yours,



Stephen Athanson
General Counsel
NationsLine South, Inc

PAID T.R.A.	
Chk #	011109
Amount	25.00
Rcvd By	JR
Date	1-25-06

**IN THE MATTER OF THE)
APPLICATION OF)
NATIONS LINE SOUTH, INC)
FOR A CERTIFICATE TO)
PROVIDE COMPETING LOCAL)
TELECOMMUNICATION SERVICES)**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 (“Act”), NationsLine South, Inc. (“NationsLine”) respectfully requests that the Tennessee Regulatory Authority (“TRA”) grant to NationsLine authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. NationsLine is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

1 The full name and address of the Applicant is

Questions regarding this application should be directed to

Contact name and address at the Company is

Debra Waller
Regulatory Assistant
NationsLine South, Inc

3435 Chip Drive
Roanoke VA 24012
Telephone (540) 444-2143
Facsimile (540) 444-2133

2 Organizational Chart of Corporate Structure Include any pertinent acquisition or merger information

See **Exhibit A**

3 Corporate information

NationsLine South, Inc was incorporated in the state of Virginia on March 29, 2004 A copy of NationsLine's Articles of Incorporation and amendments are provided in **Exhibit B** A copy of NationsLine's Authority to transact business in the State of Tennessee is provided in **Exhibit C** The names and addresses of the principal corporate officers are in **Exhibit D** There are no officers in Tennessee The biographies of the principal officers and any other key technical staff are in **Exhibit E**

4 NationsLine possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below

A Financial Qualifications

NationsLine also possesses the necessary financial resources to provide the basic local exchange telecommunications services identified in this Application The Company does not intend at this time to construct facilities in the state of Tennessee, but will utilize some switching facilities located in other states for long distance service NationsLine will be financed initially by ABC Television and Appliance Rental Inc ("ABC") ABC has the necessary financial resources to provide the telecommunications services described in this Statement, and to finance NationsLine's operations in order to ensure the continued provision of these services in Tennessee (**Exhibit F** is ABC's Balance Sheet, Profit and Loss Statement, and Cash Flow Statement and a Letter of Guarantee, which are being filed with this Application, which contain confidential financial information and are filed under seal and may not be publicly disclosed)

NationsLine has not yet begun service offerings in any state, and therefore has no financial statements of its own available for submission to the TRA A Projected Statement of Cash Flows for NationsLine has been included in **Exhibit G** No revenue or expenses relating to reciprocal compensation have been included in any of these statements

As demonstrated in the Cash Flow statement, NationsLine has access to ample working capital, provided through privately-placed venture capital investment, to fund the operation of NationsLine's service in Tennessee, and to meet any obligations associated with its provision of local exchange services in Tennessee This capital will

enable NationsLine to meet its working capital requirements in Tennessee for the foreseeable future

NationsLine is a privately-held corporation. Accordingly, its financial statements are not public information. NationsLine and ABC respectfully request that the its financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the TRA's review.

The letter of credit which will act as NationsLine Corporate Surety Bond was forwarded directly to the TRA by NationsLine's bank. A statement to this effect is included as **Exhibit H**.

B Managerial Ability

As shown in **Exhibit E** to this Application, NationsLine has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, NationsLine's management team has extensive management and business experience in telecommunications.

C Technical Qualifications

NationsLine services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TRA. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in the biographies **Exhibit E** of the principal officers, there are two officers with engineering backgrounds and several years of telecommunications expertise. Thus, NationsLine is certainly technically qualified to provide local exchange service in Tennessee.

5 Proposed Service Area

NationsLine South Inc. has been organized to provide service in the BellSouth region, and expects to submit applications for authority in Georgia and South Carolina. Related NationsLine companies are already authorized to provide telecommunications services in Maryland, New Jersey, Michigan, Virginia, Delaware, the District of Columbia, Florida, New York, Kentucky and North Carolina.

The applicant proposes to offer its services throughout the State of Tennessee. These areas are currently being served by BellSouth and Sprint/United, which are designated open to competition. NationsLine intends to offer this broad range of telecommunications services through the use of its own facilities (located outside the state of Tennessee), resold facilities, and through a combination of these provisioning methods.

6 Types of Local Exchange Service to be provided

NationsLine expects to offer a broad variety of local exchange services, primarily to residential customers in Tennessee. NationsLine's initial line of local services will be comparable to that currently offered by the incumbent LECS. Initially NationsLine plans to offer basic access line service, DID Services, Optional Calling Features, Directory Assistance, Directory Services, and Operator Services, as well as all services required under Chapter 1220-4-8- 04 (3) (6) and (2).

7 Repair and Maintenance

NationsLine understands the importance of effective customer service for local service customers. NationsLine has made arrangements for its customers to call the company at its toll-free customer service number 1-888-989-2900. In addition, customers may contact the company in writing at the headquarters address. The toll free number will be printed on the customer's monthly billing statements. The Tennessee contact person knowledgeable about providers operations is Debra Waller, Regulatory Assistant reference (1) above.

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 NationsLine to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by NationsLine and indirectly, because NationsLine'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.

8 Small and Minority-Owned Telecommunications Business Participation Plan (65-5-212) Exhibit I

9 Toll Dialing Parity Plan Exhibit J

10 Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See **Exhibit K** for the list.


- 11 **Numbering Issues** Statement provided in **Exhibit L**
- 12 **Tennessee Specific Operational Issues** Statements provided in **Exhibit M**
- 13 **Miscellaneous**
 - A Sworn Pre-filed testimony **Exhibit N**
 - B Applicant does not require customer deposits
 - C As of now NationsLine and its affiliates have not been subject to complaints in any of the states in which we are doing business
 - D A copy of our tariff is enclosed

CONCLUSION

NationsLine respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of Bell South, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996

For the reasons stated above, NationsLine's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers

Respectfully submitted this 24 day of January, 2006



Stephen Athanson
Counsel for NationsLine South, Inc
3435 Chip Drive
Roanoke, VA 24012

Exhibit A

Organizational Structure

Organizational Structure of NationsLine South, Inc

NationsLine South, Inc is a closely held Virginia corporation. It has no parents or subsidiaries. It is under common ownership with Cat Communications International Inc., as well as 19 other NationsLine corporations, each organized to operate in a specific state or region. These corporations are all wholly owned by the same group of stockholders, and share employees and technical personnel. All of these corporations also share office and call center facilities in Roanoke, Virginia. NationsLine does not anticipate any mergers or acquisitions in the foreseeable future.

Exhibit B

Articles of Incorporation

-

ARTICLES OF INCORPORATION
OF
NATIONSLINE SOUTH, INC

I, the undersigned incorporator, do hereby form a stock corporation under the provisions of chapter 9, Title 13.1 of the 1950 Code of Virginia, as amended, and to that end, set forth the following

1 The name of the corporation shall be NationsLine South, Inc

2 This corporation is organized for the following purposes

- g To provide telephone services The Corporation will conduct business as a public service company in accordance with Section 13.1-620(D) of the Code of Virginia, will apply to the Commission for a certificate of public convenience and necessity to provide telephone service in the Commonwealth of Virginia, and elsewhere, and will enter into interconnection agreements with incumbent local exchange carriers in the Commonwealth of Virginia to use a public switched network The corporation intends to resell telephone service to consumers in the Commonwealth of Virginia and elsewhere
- b To transact any and all lawful business, not required to be specifically stated herein for which corporations may be incorporated under the laws of Virginia, and to have and enjoy all the general powers accorded to corporations by the laws of the Commonwealth of Virginia or by the laws of any other state or territory in which this corporation may do business, as now existing or hereafter noted

3 The corporation shall have authority to issue up to 1000 shares of the common stock, each such share to have a par value of \$1.00 Each share of the common stock shall be entitled to one (1) vote and shall be without any preemptive rights

4 The post office address of the initial registered office shall be 3435 Chip Drive, Roanoke, VA 24012, in the City of Roanoke, and the initial registered agent at that address is Stephen W Athanson who is a resident of the State of Virginia, whose business address is identical with the registered office, and who is a member of the Virginia State Bar

5 The initial Board of Directors shall consist of two and the names and addresses of the initial directors are as follows

Name	Address
Steve Fralin	P O Box 13287, Roanoke, VA 24032-3287
Stephen Athanson	P O Box 13287, Roanoke, VA 24032-3287

6 The corporation shall indemnify each director and officer against liabilities (including judgments and fines and reasonable attorney's fees, costs and expenses) incurred by them in connection with any actual or threatened action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigative (any of which is hereinafter referred to as a "proceeding") to which they may be made a party by reason of his being or having been a director or officer of the corporation, except in relation to any proceeding in which they have been adjudged liable because of willful misconduct, bad faith or gross negligence involved in the conduct of their office or, in relation to any criminal proceeding, in which they had reasonable cause to believe his conduct was unlawful (any of which behavior is hereinafter referred to as "misfeasance") In the event of the disposition of any proceeding in which no determination of misfeasance has been made, such indemnity shall be conditioned upon a prior determination that the director or officer acted in good faith and without misfeasance, and that such payments or obligations are reasonable

Such determination shall be made (i) by the Board of Directors by a majority vote of quorum consisting of directors who were not parties to such proceeding, (ii) by independent legal counsel in a written opinion if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, or (iii) by the stockholders Directors eligible to make any such determination or to refer any such determination to independent legal counsel must act with reasonable promptness when indemnification is sought by any director or officer

Expenses incurred in defending any proceeding may be paid by the corporation in advance of the final disposition of such proceeding, if authorized in the manner set forth in the preceding paragraph, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that they are entitled to indemnification Every reference herein to director or officer shall include every director or officer or former director or officer of the corporation and every person who may have served at the request of the corporation or one of its subsidiaries as a director or officer or in a similar capacity of another corporation, partnership, joint venture, trust or other enterprise and, in all such cases, the heirs, executors and administrators of such office or director

The corporation may further indemnify each officer and director in any other manner permitted by law, and shall so indemnify them if directed to do so by the stockholders

IN WITNESS WHEREOF, the incorporator has signed these Articles of Incorporation this day of March 16, 2004



(SEAL)

Stephen Athanson, incorporator

Exhibit C

Certificate of Authority

State of Tennessee



Department of State

Corporate Filings
312 Eighth Avenue North
6th Floor William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(FOR PROFIT)

2006 JAN 10

FILED
AM 10:54

Office Use Only

FILED
SECRETARY OF STATE

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth

1 The name of the corporation is ~~NationsLine South, Inc.~~ NationsLine South, Inc.

*If different the name under which the 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 foreign 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 law it is incorporated is Virginia

3 The date of its incorporation is 3/19/04 (must be month day and year) and the period of duration, if other than perpetual is _____

4 The complete street address (including zip code) of its principal office is
3435 Chip Drive Roanoke VA 24012

Street City State/Country Zip Code

5 The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is

1900 Church Street, Suite 400, Nashville, TN 37203

Street City State/Country Zip Code

Registered Agent National Registered Agents, Inc

6 The names and complete business addresses (including zip code) of its current officers are (Attach separate sheet if necessary)
Norm Mason, President, 3435 Chip Drive Roanoke VA 24012

Stephen Athanson Secretary, 3435 Chip Drive, Roanoke VA 24012

7 The names and complete business addresses (including zip code) of its current board of directors are (Attach separate sheet if necessary)

Steve Fralin, 3435 Chip Drive, Roanoke VA 24012

Stephen Athanson 3435 Chip Drive Roanoke VA 24012

8 If the corporation commenced doing business in Tennessee prior to the approval of this application the date of commencement (month day and year) _____

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 day after the date this document is filed by the Secretary of State]

[NOTE This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of 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]

~~10/26/04~~

1/6/06

Signature Date

General Counsel

Signer's Capacity

NationsLine South, Inc

Name of Corporation

Signature

Stephen Athanson

Name (typed or printed)

Secretary of State

Division of Business Services

312 Eighth Avenue North

6th Floor, William R Snodgrass Tower

Nashville, Tennessee 37243

DATE 01/10/06
REQUEST NUMBER 5646-0248
TELEPHONE CONTACT (615) 741-2286
FILE DATE/TIME 01/10/06 1054
EFFECTIVE DATE/TIME 01/10/06 1054
CONTROL NUMBER 0510434

O
ATIONSLINE SOUTH INC
435 CHIP DRIVE

OANOKE, VA 24012

E
NATIONSLINE SOUTH, INC
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

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

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

4EN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
LLING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE

R APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE 01/10/06

OM
T COMMUNICATIONS INTERNATIONAL, INC
O BOX 11845

RECEIVED FEES \$600 00 \$0 00
TOTAL PAYMENT RECEIVED \$600 00

ANOKE, VA 24022-1845

RECEIPT NUMBER 00003840693
ACCOUNT NUMBER 00314116



Riley C Darnell

RILEY C DARNELL
SECRETARY OF STATE

Exhibit D

Names and Addresses of Corporate Officers

**Names and Addresses of
Corporate Officers**

<u>Name</u>	<u>Office</u>	<u>Address</u>
Norman D. Mason	President	3435 Chip Drive, Roanoke VA 24012
Stephen Athanson	Secretary	3435 Chip Drive, Roanoke VA 24012

Exhibit E

Biographies of Corporate Officers and Key Technical Staff

Biographies of Corporate Officers and Key Technical Staff

NationsLine is a recently incorporated company that intends to provide low cost residential phone service to a client base consisting of predominately credit challenged individuals. With the implementation of facilities based service NationsLine, hopes to provide a more valuable service to that customer and attract more mainstream customers as well.

President

Norman D. Mason is the President and CEO of NationsLine. Mr. Mason is a member of NALA. He has more than twenty years of experience in the lease-to-own business, maintaining thirty-two such stores in six states. This experience prepared him for the complex challenges of running a customer service driven telecommunications business. While the NationsLine remains headquartered in Virginia, service is provided in many different states/districts. Mr. Mason's dedication to quality customer service has resulted in a well-trained staff using high quality technology to interface between NationsLine's customer base and the various companies whose services have been resold. After researching the pros and cons of facilities based, service Mr. Mason felt it was in the best interest of the customer and company growth to expand into this area.

Vice-President, Operations

Steve Fralin is the Vice President of Operations at NationsLine. Mr. Fralin is a graduate of Ferrum College with a BA in Business Management and Finance. Additionally, Mr. Fralin has over twelve years experience in networking, telephony, and software development industry. His experience in these areas has helped Mr. Fralin employ a highly skilled technical team that is able to handle the increasing demands of the telecommunications industry.

General Counsel/Secretary

Stephen Athanson is the General Counsel and Secretary of NationsLine. He graduated from Washington and Lee School of Law in 2000. He also holds an undergraduate degree from the State University of New York at Buffalo, and a Masters Degree from Niagara University. He has practiced law in the State of Virginia for four years, and has practiced telecommunications law since 2003. He is responsible for the overall regulatory compliance of NationsLine, as well as all licensing issues, and the negotiation of interconnection agreements with other carriers.

General Manager

Jennifer W Lowman will manage the day-to-day operations of the call center. She is a graduate of North Carolina State University with a BA in Communications. Ms Lowman is also a member of Who's Who of Professional Management. Ms Lowman has an efficient staff of managers that report directly to her. She ensures that employees receive adequate training and monitors performance to find areas where additional training may be needed. She will oversee the updates of materials necessary for sales and the processing of orders. Ms Lowman keeps her staff updated on any change of rules and regulations enabling the customer service representatives to provide quality service to the NationsLine customer.

Regulatory Assistant

Debra Waller will deal directly with state regulatory agencies. Ms Waller is a graduate of the University of South Carolina and has a paralegal degree. Her previous legal experience is utilized to maintain compliance with state rules and regulations. Ms Waller will file state mandated reports, update tariffs and tariffs promotions. She will also address the formal complaints filed by customers.

Accounting

Sandra Houseman will head NationsLine's accounting department. Ms Houseman has a BA in Accounting from James Madison University. She has over 16 years of financial and managerial experience. She oversees a staff well trained in telecommunications reporting and taxes.

Information Technology Manager

Steve Wilhelm has an Applied Science, Management Information Systems degree and is responsible for providing essential systems solutions for NationsLine's data and information needs. Mr Wilhelm and his staff design and develop applications unique to this industry to enable customer account tracking, provisioning interfaces with ILECs and external payment centers as well as bill reconciliation of customer accounts and ILEC accounts. The goal of his department is to complement the efforts of the operational staff by streamlining and automating day-to-day tasks. Mr Wilhelm provides guidance and direction so NationsLine can stay on the leading edge of telecommunications systems technology.

Systems Administrator

Matt Campbell is Director of Networking at Nationsline. Mr Campbell has over 8 years experience working with computer and telephony networks. Matt is in charge of the day-to-day operations of Nationsline's network systems and staff, this includes but is not limited to Microsoft and RedHat server platforms, Cisco equipment, Class V switching, DLC equipment, design engineering, et al. Mr Campbell has received certification for Tekelec T-7000 Class V switches and Microsoft certifications.

Telephony Administrator

Laura Parr is the Telephony Administrator at NationsLine. Mrs. Parr is in charge of numerous administrative tasks, including but not limited to establishing and maintaining relationships with companies such as NeuStar, NPAC, and NANPA. She maintains NationsLine's BIRDS and LERG information as well as pooling forecasts, NRUF forecasts, LRN requests and others. In addition to her Associates Accounting Degree from NBC, Mrs. Parr has participated in SNET's LIDB/CNAM class, various ILEC classes, and has received LTI training from the NPAC.

Telephony Engineer

Bill Curry is a graduate of Virginia Polytechnic Institute with a major in Management Science and Information Technology with an emphasis in computer based decision support systems. Mr. Curry has experience with E911 and SS7 connectivity and processing. Additionally, he has experience with end-office and Class V switch wiring. Recently Mr. Curry has acquired Tekelec T-7000 class V switch and Lucent AnyMedia Access System certifications.

Exhibit F

Financial Statements Filed Under Seal

Exhibit G

Financial Statements Filed Under Seal

Exhibit H

Corporate Surety Bond



PO Box 11845 Roanoke VA 24022 1845

January 24, 2006

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

RE Corporate Surety Bond for NationsLine South, Inc

Dear Sir or Madam

NationsLine South Inc requested a letter of credit in the amount of \$20,000 to be issued by its bank SunTrust in favor of the Tennessee Regulatory Commission in the form specified by the Commission. SunTrust has informed us that the letter was sent by courier mail to the Commission on January 20, 2006.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Stephen Athanson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Stephen Athanson
General Counsel

Exhibit I

**Small and Minority-Owned
Telecommunications Business
Participation Plan**

Small and Minority-Owned Telecommunications Business Participation Plan

Pursuant to T C A §65-5-212, as amended, NationsLine South, Inc (“NationsLine”) submits this small and minority-owned Telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee

I PURPOSE

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

II DEFINITIONS

As defined in §65-5-212

Minority-Owned Business Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, 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

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

Debra Waller
NationsLine South, Inc
3435 Chip Drive
Roanoke VA 24012
Telephone (540) 444-2169
Facsimile (540) 444-2133

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
- (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 Tennessee Regulatory Authority, including the filing of required annual updates
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts
- (6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses
- (8) Providing information and educational activities to persons within NationsLine 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 minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV RECORDS AND COMPLIANCE REPORTS

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

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

NationsLine South, Inc

By 

Stephen Athanson
Secretary
Dated January 16, 2006

Exhibit J

Toll Dialing Parity Plan

**NATIONSLINE SOUTH INC (“NATIONSLINE”)
IntraLATA PRESUBSCRIPTION PLAN (“PLAN”)**

1 Purpose

The intent of this Plan is to provide a proposal that, upon implementation, will provide customers the ability to select the telecommunications carrier of their choice for routing intraLATA toll calls

2 Carrier Selection Procedures

NationsLine will implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for intraLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the Plan implementation date.

NationsLine employees who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Business office personnel will be prepared to make changes in customer records based upon requests from customers or carriers, and to direct customers to their chosen interLATA carriers. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers.

New Customers

Customers who contact NationsLine requesting new telephone exchange service will be provided a list of telecommunications carriers available to provide interLATA toll service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including NationsLine, that provide intraLATA toll service in their exchange. The customers who do not make a positive choice for an intraLATA toll carrier will be identified within NationsLine’s system as a “no-PIC” and will not be automatically defaulted to a carrier. Customers identified as “no-PIC” within NationsLine’s system will be required to dial 101XXXX to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier.

3 Customer Education/Notification

Should NationsLine initiate local switched service in an area within NEW YORK where intraLATA toll dialing parity does not yet exist, and intraLATA toll dialing parity subsequently becomes available in that area, then NationsLine customers will receive, via a bill message, information explaining their opportunity to select an intraLATA carrier a minimum of 30 days in advance of the offering of intraLATA toll dialing parity. In addition, during the 30 days following implementation of intraLATA toll dialing parity, customers will receive a bill insert also explaining their opportunity to select an intraLATA carrier. NationsLine anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. As NationsLine is not planning to publish its own directories, NationsLine will work with its underlying carriers to ensure that directories are updated as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier.

4 Customer Notification

Upon NationsLine's implementation of switched local service, current interexchange carriers will be notified of NationsLine's intraLATA toll dialing parity implementation via letter approximately 90 days in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of NationsLine's implementation date. NationsLine needs notification in advance to include the carrier on the list of participating carriers within 30 days of notifying NationsLine.

NationsLine will provide subscriber listing information to carriers in "readily accessible" tape or electronic formats in a timely manner as requested through the processes that currently exist for the intraLATA market. The process includes subscriber listing updates to carriers for new customers who choose that carrier or of existing customers of a carrier who revise their subscriber listing information. In addition, carriers can obtain complete subscriber listings in several formats. The provision of this information is in compliance with FCC order No. 96-333, Paragraph 389.

NationsLine will comply with Part 51, Sections 305, 307, 325, 327, 329, 331, 333 and 335 of the FCC Order in providing the required information and notice to the public of network changes. NationsLine plans to file the public notice with the FCC, with possible migration of the notice to the Internet process as described in Section 329. The notice will include network information as outlined in Section 327. The notice will be provided within the timeframes described in Sections 331-333.

**NATIONSLINE SOUTH INC (“NATIONSLINE”)
IntraLATA TOLL DIALING PARITY PLAN (“PLAN”)**

- a NationsLine will inform customers that they have a choice of interLATA and intraLATA carriers and they must make a selection
- b NationsLine will not make an intraLATA or interLATA selection for the customer
- c NationsLine will give each customer the opportunity to affirmatively select an intraLATA and interLATA toll carrier
- d If a customer does not select a toll service carrier, the customer must dial a carrier access code to make a long distance call
- e NationsLine will treat all carriers on a non-discriminatory basis
- f NationsLine will charge \$5 00 for each PIC change
- g NationsLine will comply with the FCC’s anti-slamming provisions
- h NationsLine does maintain a toll free number for customers to call
- i NationsLine does maintain an industry standard request form to accept requested changes of carriers for intraLATA and interLATA service
- j NationsLine will make available a PIC-freeze option to requesting customers
- k NationsLine had not proposed a cost recovery mechanism for the recovery of expenses related to the implementation of toll dialing parity

Exhibit K

Service List

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)**

- 1) **ARDMORE TELEPHONE COMPANY, INC**
P O Box 549
517 Ardmore Avenue
Ardmore, TN 38449
(205) 423-2131
(205) 423-2208 (Fax)
- 2) **BELLSOUTH**
333 Commerce Street
Nashville, TN 37201-3300
(615) 214-3800
(615) 214-8820 (Fax)
- 3) **CENTURY TELEPHONE OF ADAMSVILLE**
P O Box 405
116 N Oak Street
Adamsville, TN 38310
(901) 632-3311
(901) 632-0232 (Fax)
- 4) **CENTURY TELEPHONE OF CLAIBORNE**
P O Box 100
507 Main Street
New Tazewell, TN 37825
(423) 626-4242
(423) 626-5224 (Fax)
- 5) **CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC**
P O Box 782
5616 Main Street
Ooltewah, TN 37363
(423) 238-4102
(423) 238-5699 (Fax)
- 6) **CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE**
P O Box 770
300 Bland Street
Bluefield, WV 24701

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)**

- 7) **CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE**
P O Box 770
300 Bland Street
Bluefield, WV 24701
- 8) **LORETTO TELEPHONE COMPANY, INC**
P O Box 130
Loretto, TN 38469
(931) 853-4351
(931) 853-4329 (Fax)
- 9) **MILLINGTON TELEPHONE COMPANY, INC**
P O Box 429
4880 Navy Road
Millington, TN 38083-0429
(901) 872-3311
(901) 873-0022 (Fax)
- 10) **SPRINT-UNITED**
112 Sixth Street
Bristol, TN 37620
(423) 968-8161
(423) 968-3148 (Fax)
- 11) **TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC**
P O Box 22610
701 Concord Road
Knoxville, TN 37933-0610
(423) 966-5828
(423) 966-9000 (Fax)
- 12) **TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY**
P O Box 552
203 Long Street
New Johnsonville, TN 37134-0552
(931) 535-2200
(931) 535-3309 (Fax)

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)**

- 13) **TDS TELECOM-TELLICO TELEPHONE COMPANY, INC**
P O Box 9
102 Spence Street
Tellico Plains, TN 37385-0009
(423) 671-4600
(423) 253-7080 (Fax)
- 14) **TDS TELECOM-TENNESSEE TELEPHONE COMPANY**
P O Box 18139
Knoxville, TN 37928-2139
(423) 922-3535
(423) 922-9515 (Fax)
- 15) **TEC-CROCKETT TELEPHONE COMPANY, INC**
P O Box 7
Friendship, TN 38034
(901) 677-8181
- 16) **TEC-PEOPLE'S TELEPHONE COMPANY, INC**
P O Box 310
Erin, TN 37061
(931) 289-4221
(931) 289-4220 (Fax)
- 17) **TEC-WEST TENNESSEE TELEPHONE COMPANY, INC**
P O Box 10
244 E Main Street
Bradford, TN 38316
(901) 742-2211
(901) 742-2212 (Fax)
- 18) **UNITED TELEPHONE COMPANY**
P O Box 38
120 Taylor Street
Chapel Hill, TN 37034
(931) 364-2289
(931) 364-7202 (Fax)

Exhibit L

Numbering Issues

Statement on Numbering Issues

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

A NationsLine anticipates ordering 75 blocks in the NPA of 901

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

A 75 blocks

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

A In the 901 NPA in the summer of 2005

4 Will the company sequentially assign telephone numbers within NXXs?

A Yes

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

A NationsLine will only request those numbering resources that the company intends and expects to actually use in a twelve month period

6 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?

A Approximately 75%, although this number may vary based on actual use rates

Exhibit M

Tennessee Specific Operational Issues

Tennessee Specific Operational Issues

- 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
- A **NationsLine will provide free regional calling within the entire LATA of the end-user. In addition, NationsLine will use the Telcordia Local Calling Area Data Source system to verify the local status of each call**
- 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?
- A **Yes**
- 3 Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?
- A **Yes**
- 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
- A **NationsLine will provide free regional calling within the entire LATA of the end-user. In addition, NationsLine will use the Telcordia Local Calling Area Data Source system to verify the local status of each call**
- 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
- A **Debra Waller
NationsLine South, Inc
3435 Chip Drive
Roanoke VA 24012
Telephone (540) 444-2169
Facsimile (540) 444-2133**
- 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?
- A **Yes NationsLine is aware of the relevant telemarketing statutes in the State of Tennessee**

Exhibit N

Sworn Pre-filed Testimony

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

**APPLICATION OF NATIONS LINE)
SOUTH INC FOR A)
CERTIFICATE TO PROVIDE)
COMPETING LOCAL TELEPHONE)
SERVICES PRE-FILED TESTIMONY)
OF STEPHEN ATHANSON)**

PREFILED TESTIMONY

I, Stephen Athanson, do hereby testify as follows in support of the application of NationsLine South Inc (“NationsLine”) for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunication services throughout the State of Tennessee

Q Please state your full name, business address, and position

A My name is Stephen Athanson and I am the Secretary and General Counsel of NationsLine South, Inc (hereinafter “NationsLine” or “Applicant”) My business address is 3435 Chip Drive, Roanoke VA 24012 and my telephone number is 540-444-2169

Q Please briefly describe your duties

A I am responsible for the overall regulatory compliance of the company

Q Please describe your business experience and educational background

A I have held the position of General Counsel for Cat Communications International Inc , and all of the NationsLine companies since September 2003 I have worked exclusively in telecommunications law since that time Prior to that I was a

general practitioner in the Roanoke area for approximately three years I graduated from Washington and Lee School of Law in 2000

Q Are all statements in NationsLine's true and correct to the best of your knowledge, information and belief?

A Yes

Q What is the purpose of your testimony in this proceeding?

A I am offering testimony in support of NationsLine's Application for a license to provide basic local exchange service throughout the state of Tennessee in the zone and exchange areas in which BellSouth Tennessee and Sprint/United are the incumbent local exchange carriers ("incumbent carriers") NationsLine proposes to provide basic local exchange service on both a reseller and facilities-based basis, as well as provide non-licensed and unregulated telecommunications services on a competitive basis

Q Are you sponsoring any exhibits in this proceeding?

A Yes I am sponsoring Exhibits A through M

Q Were these Exhibits Prepared by you or under your direction and supervision?

A Yes, they were

Q Please summarize the main subject areas addressed in your testimony

A My testimony focuses on the following areas of concern to the Tennessee Regulatory Authority ("TRA")

- a a description of NationsLine's technical, managerial, and financial qualifications to provide telecommunications services in Tennessee,
- b a demonstration of NationsLine's intent to provide service within one year from the date the license is granted,
- c The benefits to the public and the industry, and a description of the general types of services NationsLine proposes to offer in Tennessee,
- d a description of the general types of services that NationsLine proposes to offer in the State of Tennessee, and,
- e an explanation of NationsLine's compliance with applicable regulations

Q Please describe the current corporate structure of NationsLine

A NationsLine South Inc is a Virginia corporation which was incorporated on March 29, 2004. A copy of NationsLine's Certificate of Incorporation and a copy of NationsLine's Certificate of Authority to Transact Business in Tennessee, issued by the Secretary of State are attached hereto as Exhibit C.

Q Does NationsLine possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

A NationsLine possesses the requisite managerial qualifications to provide its proposed local exchange telecommunications services. NationsLine has assembled an outstanding team of experienced managers and support staff.

The senior management of NationsLine has great depth in the telecommunications industry and offer extensive technical and managerial expertise to NationsLine pertaining to the telecommunications business.

Q Please describe NationsLine's financial qualifications

A NationsLine is financially qualified to possess a license to provide basic local exchange service. In particular, NationsLine has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. NationsLine has the financial support necessary to procure, install and operate facilities and to hire and train the personnel necessary to operate those facilities. NationsLine's initial operations will be financed by ABC Television and Appliance Rental Inc. ("ABC"). A letter of guarantee to this effect is attached as part of Exhibit F. ABC's financial strength and ability to support this venture is demonstrated in the financial statements which are attached hereto as Exhibit F.

Q Please describe NationsLine's managerial and technical qualifications

A Descriptions of the telecommunications and managerial experience of NationsLine's key personnel, who have extensive management, financial, and technical experience are attached hereto as Exhibit E.

Q What services will NationsLine offer?

A NationsLine plans to provide resold and facilities-based/UNE-P local exchange and exchange access services. These services include, but will not be limited to

- Basic residential exchange services (local exchange flat rate, operator access),
- Basic business exchange services,
- Business and residential ancillary services (9-1-1, E-9-1-1, 4-1-1, relay service, directory listing, directory assistance, etc),

- Assignment of new numbers,
- Number portability,
- AIN provided features,
- Interfaces to local exchange carriers' switches

In addition to the services listed above, NationsLine, through interconnection with other carriers, will offer dual-party relay services, 9-1-1 emergency services, directory assistance and operator assisted calls, lifeline, and toll-free calling. NationsLine may also offer non-regulated telecommunications services, such as Internet Access and Interexchange service.

Q Will NationsLine offer service to all consumers within its service area?

NationsLine will offer its unbundled service package to all applicants, without a credit check or other qualification. It may conduct a credit check or require an existing phone line for its bundled offering. NationsLine will offer Lifeline service to all applicants who meet applicable FCC qualifications.

Q Does NationsLine plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?

A No

Q Will the granting of a certificate of convenience and necessity to NationsLine serve the public interest?

A Absolutely. The Commission's grant of this license is in the public interest because consumers of telecommunications services in BellSouth's Tennessee service territory will receive increased choice, improved quality of service, and

heightened opportunities to obtain improved technology in the homes and businesses. Market incentives for new and old telecommunications providers in Tennessee will be improved greatly through an increase in the diversity of suppliers and competition within the local exchange telecommunications market. Consistent with the Commission's intent to aid in the development of a competitive telecommunications environment in Tennessee, the granting of a certificate of authority to provide local exchange service will offer increased efficiency to the State's telecommunications infrastructure through greater reliability of services and an increase in competitive choices. These points are highlighted in NationsLine's Application in this case.

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

A Yes. NationsLine intends to provide the services described above in compliance with the TRA standards and applicable regulations. Moreover, the competitive nature of the telecommunications industry in Tennessee today demands that telephone service be offered in a superior quality to that of our competitors.

Q Has any state ever denied NationsLine or one of its affiliates authorization to provide intrastate service?

A No.

Q Has any state ever revoked the certification of NationsLine or one of its affiliates?

A NationsLine South, Inc. has never held certification in any other state. Cat Communications, Inc. ("Cat"), which is under common ownership with

NationsLine, petitioned the Delaware PUC for withdrawal of its certificate in Delaware after exiting the market. In addition, Cat Communications' certificate in Oregon was withdrawn after it discontinued plans to provide service in that state (service was never provided in Oregon). No other revocations or withdrawals have occurred in connection with NationsLine or any related company.

Q Has NationsLine or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?

A No

Q Who is knowledgeable about NationsLine's operations and will serve as NationsLine's regulatory and customer service contact?

A Debra Waller will be the primary regulatory contact. Her contact information is as follows:

Debra Waller
Regulatory Assistant
NationsLine South, Inc
3435 Chip Drive
Roanoke VA 24012
Telephone (540) 444-2143
Facsimile (540) 444-2133

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

A Routine information requests should be directed to Debra Waller, as mentioned above. Requests for information relating to this application may be directed to myself, as General Counsel for the applicant. Debra Waller and I will obtain the

information necessary to complete all information requests, and reply in the manner and time requested by the TRA or staff

Q Does this conclude your testimony?

A Yes

I swear that the foregoing testimony is true and correct to the best of my knowledge



Stephen Athanson
General Counsel
NationsLine South, Inc

**State of Virginia
City of Roanoke**

Subscribed and sworn to me this 12th day of January 2006


Notary Public

My commission expires 7-31-07



Local Services Tariff

TITLE SHEET

NATIONSLINE SOUTH, INC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF TENNESSEE

This tariff contains the description, regulations, and rates applicable to the furnishings of Interexchange long distance telecommunications services provided by NationsLine South, Inc. The company's principal office is located at 3435 Chip Drive, NE, Roanoke, VA 24012. This tariff is on file with the Tennessee Regulatory Authority ("TRA"), and copies may be inspected on the Company's website www.nationsline.com.

ISSUED January 24, 2006

EFFECTIVE February 24, 2006

Issued by Debra A. Waller, Paralegal
NationsLine South, Inc
3435 Chip Dr., NE
Roanoke, VA 24012

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s) Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	32	Original
12	Original	33	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

ISSUED ISSUED January 24, 2006

EFFECTIVE February 24, 2006

Issued by Debra A Waller, Paralegal
NationsLine South, Inc
3435 Chip Dr , NE
Roanoke, VA 24012

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ISSUED ISSUED January 24, 2006

EFFECTIVE February 24, 2006

Issued by Debra A Waller, Paralegal
NationsLine South, Inc
3435 Chip Dr NE
Roanoke, VA 24012

SYMBOLS

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

- D - Deleted or Discontinued Material
- I - Change Resulting in a Rate Increase
- M - Moved From Another Tariff Location
- N New Material
- R - Change Resulting in a Rate Reduction
- T - Change in text only, No change in rate

ISSUED ISSUED January 24, 2006

EFFECTIVE February 24 2006

Issued by Debra A Waller, Paralegal
NationsLine South, Inc
3435 Chip Dr , NE
Roanoke VA 24012

APPLICATION OF TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishings of resold intrastate Interexchange telecommunications service provided by NationsLine South, Inc to customers within the State of Tennessee

ISSUED ISSUED January 24 2006

EFFECTIVE February 24 2006

Issued by Debra A Waller, Paralegal
NationsLine South, Inc
3435 Chip Dr , NE
Roanoke VA 24012

TARIFF FORMAT

- A Sheet Numbering – Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would be 14.1.
- B Sheet Revision Numbers – Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14.
- C Paragraph Numbering Sequence – There are various levels of paragraph coding with each level of coding being subservient to its next higher level of coding.
2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1 (a)
- D Check Sheet – When a Tariff filing is made with the Commission, an updated check sheet will accompany the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

SECTION 1 – DEFINITIONS AND ABBREVIATIONS

Advance Payment Payment of all or part of a charge is required before the start of service

Authority The Tennessee Regulatory Authority or its successor

Authorized User A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service

Call Waiting Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and being rung back by the caller

Call Waiting Cancel Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code

Company/Nationsline NationsLine South, Inc the issuer of this tariff

Completed Calls – Completed calls are calls answered on the distant end

Customer The person, firm, corporation or entity that orders service uses and/or is responsible for the payment of charges and for compliance with the Company's tariff regulations

Exchange Carrier Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service

Individual Case Basis A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation

Joint User A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charge for such facilities is billed under a joint use arrangement

LATA A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No 82 0192 for the provision and administration of communications services

Local Calling A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station

Local Exchange Carrier A company that furnishes exchange telephone service

Non-Recurring Charges The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed

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

ISSUED ISSUED January 24 2006

EFFECTIVE February 24, 2006

Issued by Debra A. Waller, Paralegal
NationsLine South, Inc
3435 Chip Dr, NE
Roanoke VA 24012

SECTION I – DEFINITIONS AND ABBREVIATIONS, (Con't)

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

Service Order The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services The Company's local telecommunications services offered to the Customer.

Station Telephone equipment from or to which calls are placed.

Trunk A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User A customer or any other person authorized by the Customer to use service provided under this tariff.

ISSUED ISSUED January 24, 2006

EFFECTIVE February 24, 2006

Issued by Debra A. Waller, Paralegal
NationsLine South, Inc
3435 Chip Dr., NE
Roanoke, VA 24012

SECTION 2 – TERMS AND CONDITIONS

2 1 Undertaking of the Company

2 1 1 Scope

The Company undertakes to furnish local exchange communications service between points within the State of Tennessee under the terms of this tariff. Any agreement between the customer and the Company whether verbal or in writing will serve as a binding contract.

The Company's services are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

The Company is responsible only for the services provided under this tariff, and it assumes no responsibility for any service or facilities provided by any other entity.

2 1 2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities and is limited to the capacity of the facilities of the underlying carriers.

2 1 3 Terms and conditions

2 1 3 1 Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due on the date specified by the Company. Service may be discontinued if a Customer's account remains unpaid after proper notice.

2 1 3 2 Customers may be required to enter into Service Orders which will contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2 1 3 3 At the expiration of any term specified in a customer Service Agreement, 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 30 written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Tariff prior to termination of the term of the Agreement shall survive such termination.

SECTION 2 – TERMS AND CONDITIONS (con't)

2 1 3 Terms and Conditions (cont)

2 1 3 4 This tariff shall interpreted and governed by the laws of the State of Tennessee

2 1 3 5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company

2 1 3 6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company The Company reserves the right on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business

2 1 4 Liability of the Company

2 1 4 1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions delays or errors, other defects or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2 6, below The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company The Company will not be liable for any direct, indirect incidental, special consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents

2 1 4 2 The Company will not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages whether or not caused by the intentional acts or omission or negligence of the Company's employees, agents or contractors

2 1 4 3 The Company's liability for willful misconduct, if established because of judicial or administrative proceedings, is not limited by this tariff With respect to another claim or suit, by a Customer or by any others for damages associated with the ordering (including the reservation of any specific number for use with service) installation (including delays thereof), provision, termination, maintenance repair, interruption or restoration of any service or facilities offered under this tariff and subject to the provisions of Section 2 6 the Company's liability, if any, shall be limited as provided herein

SECTION 2 – TERMS AND CONDITIONS (con't)

2 14 Liability of the Company (con't)

- 2 1 4 4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the company's Customers facilities or equipment used for or with the services the Company offers
- 2 1 4 5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities
- 2 1 4 6 The Company shall not be liable for the claims of vendors supplying equipment to customer of the company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor(s) equipment
- 2 1 4 7 The Company does not guarantee nor make any warranty with respect to installation it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others caused or claimed to have been caused directly or indirectly by the installation operation, failure to operate, maintenance removal, condition, location or use of any installation provided by the Company
- 2 1 4 8 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees
- 2 1 4 9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays include, but not be limited to, delays in obtaining the necessary regulatory approvals for construction, delays in obtaining right of-way approvals and delays in actual construction work
- 2 1 4 10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Companies willful misconduct or negligence
- 2 1 4 11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company's service

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SECTION 2 – TERMS AND CONDITIONS (con't)

2 14 Liability of the Company (con't)

2 1 4 12 The Company shall not incur any liability, direct or indirect to any person who dials or attempts to dial the digits '911' or to any other person who may be affected by the dialing of the digits '911'.

2 1 4 13 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

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 facility 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 outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2 – TERMS AND CONDITIONS (con’t)

2 1 6 Provision of Equipment and Facilities

2 1 6 1 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 tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2 1 6 2 Any equipment installed at the customer premises shall not be used for any purpose other than that for which the Company provided it.

2 1 6 3 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Beyond this responsibility, the Company shall not be responsible for

(1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission, or

(2) the reception of signals by Customer provided equipment, or

(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2 1 7 Non-routine Installation

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

2 1 8 Ownership of Facilities

Title to any facilities or equipment provided in accordance with this tariff remains with the provider of such facilities or equipment, whether it is the Company, the underlying carrier, or their agents or contractors.

SECTION 2 – TERMS AND CONDITIONS (con't)

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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for

- (a) the payment of all applicable charges pursuant to this tariff,
- (b) reimbursing the Company 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 these regulations, or by fire or theft or other casualty on the Customer's 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,
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service 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,

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SECTION 2 – TERMS AND CONDITIONS (con't)

2.3 Obligations of the Customer (con t)

2.3.1 General (con t)

- (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 2.3.1(d) above 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 or maintained 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 for interruptions in service will be made for the period during which service is interrupted for such purposes

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for

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

SECTION 2 – TERMS AND CONDITIONS (con't)

2 4 Customer Equipment and Channels

2 4 1 General

A Customer or user may transmit or receive information or signals via the facilities provided by the Company

2 4 2 Station Equipment

2 4 2 1 The user is responsible for providing and maintaining any terminal equipment on the user s premises. The electric power consumed by such equipment shall be provided by and maintained at the expense of, the user. All such terminal equipment must be registered with the FCC under 47 C F R , Part 68 and all wiring must be installed and maintained in compliance with those regulations

2 4 2 2 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 no to cause damage to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense

2 4 2 3 Any special interference equipment necessary to achieve compatibility between the equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense

SECTION 2 – TERMS AND CONDITIONS (con't)

2 4 3 Inspections

2 4 3 1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2 4 2 2 for the installation, operation, and maintenance of Customer provided facilities and equipment and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2 4 3 2 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.

SECTION 2 – TERMS AND CONDITIONS (con't)

2 5 Payment Arrangements

The following provisions shall apply to both business and residential service To the extent that these provisions do not conflict with the Commission's Rules in which event the Commission's Rules will govern

2 5 1 Payment for Service

The Customer is responsible for payment of all charges for service or facilities furnished by the Company to the Customer and to all users authorized by the customer regardless of whether those services are used by the customer itself or are resold to or shared with other persons The Company must receive objections within 90 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non Recurring Charge is specified, those charges may be passed on to the Customer

2 5 1 1 Taxes The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income imposed on or based upon the provision of Service hereunder Such taxes charges or surcharges will be listed as separate line items on the bill Any taxes imposed by a local jurisdiction (e g County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions

2 6 Toll-Free Services

2 6 1 The Company will make every effort to reserve toll free (1 e , 800/888) vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available

2 6 2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid

2 6 3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer

2 6 4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer

SECTION 3 – SERVICE DESCRIPTIONS AND AREAS

3 1 Local Service Areas

3 1 1 Service Area Maps

The Company's service territory will mirror that of the predominant ILEC, therefore, its service area maps will mirror the maps that these providers currently have on file with the Commission

3 2 Local Exchange Service

3 2 1 Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3 2 2 The Company's Basic Local Telephone Service Plans enable the Customer to

- Place or receive calls to any calling Station in the local calling area,
- Access 911 Emergency Service as is available in the Customer's area,
- Place calls to or receive calls from 800 telephone numbers

3 2 3 The Company's Basic Local Telephone Service Plans do not enable the Customer to

- The Customer to attach a long distance provider, unless the provider of the service agrees to bill the customer separately
- Make long distance telephone calls,
- Receive third party calls
- Receive collect calls,
- Access toll services,
- Access operator assisted calls,
- Access any service that may be billed to Customer's telephone number, i.e. 900 or 700 numbers

The company attempts to block these types of calls at no additional expense to the customer. If these blocks are not 100% effective then the customer will be responsible for the charges generated by accessing these services or accepting collect or third party billing calls.

SECTION 3 – SERVICE DESCRIPTIONS AND AREAS (con't)

3 3 Local Exchange Service (con t)

3 3 1 The following are standard features associated with the Company provided Local Line

- Touch tone
- Direct inward dialing
- Direct outward dialing

3 3 2 The following features are available as options and at an additional monthly cost to the Customer and/or in a package service available in certain areas

- Call Waiting /CallerID
- Three-way calling
- Call forwarding
- Call return
- Speed Dial
- Caller ID*
- Long distance**
- Unlisted telephone number

* Caller ID service only is provided. The customer must provide the equipment to use the service.

** 1 hour of long distance is provided at no additional charge to all subscribers to Company's local residential service. Customer wishing to have the Company provide additional long distance time can request that it be made available. All additional time will be post billed at the prices listed in section 4.

SECTION 3 – SERVICE DESCRIPTIONS AND AREAS (con't)

3 3 Local Exchange Service (con t)

3 3 3 Caller ID Blocking Service

A calling party may block the passage of his or her telephone number and voice back calling identification to users or subscribers of Caller ID Blocking also prevents call completion through the use of Return Call

3 3 3 1 Per call basis To activate the feature the Customer dials a special code prior to placing the call Blocking will be activated for that call only There is no charge for this service and it is provided on an unlimited basis

3 3 3 2 Per line blocking will prevent the display of the customer s telephone number on all outgoing calls The feature may be deactivated on a call-by-call basis through the activation of a special code Blocking will be deactivated for that call only Per line blocking will be offered free of charge for the first instance only After that a nonrecurring line change charge will apply for each change

3 3 3 3 Customers choosing to use either per call or per line blocking may be unable to complete calls to subscribers of caller ID that have activated the anonymous call reject feature

3 3 3 4 Pre Call Blocking will not prevent the display of telephone numbers to 911 emergency service providers

SECTION 3 – SERVICE DESCRIPTIONS AND AREAS (con't)

Local Exchange Service (con't)

3 3 4 Per Call Basis *

Other features are available on a per call basis. If these features are activated there is an additional charge per use.

3 3 4 1 Return call Allows the customer to return the most recent incoming call. After dialing a special code the customer will hear an announcement giving the last number that called in, if the customer wishes to call the number right away a voice prompt will instruct the customer to dial another code and the number will be automatically dialed.

3 3 4 2 Three-way calling Permits the customer to add a third party to an already 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 call controls the call and can disconnect the third party to reestablish the original connection or even establish a connection to a different third party. The feature can be used on incoming or outgoing calls.

3 3 4 3 Call Trace Allows a customer to initiate an automatic trace of the last call received. After receiving the call that is to be traced the customer dials a code and the traced telephone number is automatically sent to the telephone company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. They will furnish the results of a trace only to legally constituted authorities upon proper request.

*The charges for these per use features will be outlined in the rate charts in Section 4.

3 4 Directory Assistance

3 4 1 Local Directory Assistance

When the customer utilizes directory assistance the customer shall be charged on a per call basis. If the customer uses the operator to complete the call there will be an additional charge. The cost of which will be outlined in the price list located in Section 4.

3 4 2 National Directory Assistance

Customer's access to a long distance toll provider is blocked this service should not be available. If however, this service is used it shall be billed at a higher rate than the local directory assistance.

SECTION 3 – SERVICE DESCRIPTIONS AND AREAS (con't)

3 5 Directory Listings

3 5 1 The Company shall provide for a single directory listing, termed the primary listing in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number

3 5 2 The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby Where more than one line is required to properly list the Customer, no additional charge is made

3 5 3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the company is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto

3 5 4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule

3 6 Number Change

Should the customer request a change of telephone number the Company will provide the change at an additional nonrecurring charge for the change Should the customer request a non-published number the monthly charges associated with that will apply

3 7 Universal Emergency Telephone Number Service

3 7 1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of the Company's Central Office and trunking facilities whereby any telephone user who dials the number 99 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy If no emergency report center customer exists for a central office entity, a telephone user who dials 911 will be routed to an operator The telephone user who dials the 911 number will not be charged for the call

SECTION 3 – SERVICE DESCRIPTIONS AND AREAS (con't)

3 7 2 Regulations

3 7 2 1 This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service the municipalities or governmental agency designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the Agency.

3 7 2 2 When 911 replaces an existing emergency number intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service the operator will intercept and forward requests for emergency aid for a period of at least one year.

3 7 2 3 911 service is furnished for incoming calls only.

3 7 3 Conditions of Furnishing Service

3 7 4 This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies. The Company is not responsible in the absence of gross negligence or willful misconduct for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to 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 the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such facilities. By dialing 911 the customer agrees to release, indemnify, defend, and hold harmless the Company from any loss or claims whatsoever whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

3 7 5 The Company is not responsible for any infringement or 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 the 911 service features and equipment associated therewith, 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 the 911 service.

3 7 6 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the rates listed in section 4.

SECTION 4 - RATES

4 1 Residential Local Exchange Charges

4 1 1 Monthly Residential Charges

Silver Package \$49 99 per month

Gold Package \$59 99 per month

Bronze Package \$39 99 per month

4 1 1 Monthly Recurring Charges

- The monthly service charge includes local phone service only
- Toll restrictions apply Local exchange customers will not be able to make inter/intrastate long distance/toll calls, 800/888/900 per usage calls, and will not be able to make or receive collect, third party billed or any other type of per usage call Should the customer incur a pay per usage fee the customer is solely responsible for payment of the fee
- Taxes are not included in the quoted rates
- Should additional features be added to service after installation, the customer in addition to the cost of the new feature will incur a \$10 00 service charge

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SECTION 4 – RATES

4 1 2 Calling Plan Descriptions

(A) Silver Package

The monthly rate for the Unlimited Calling Plan entitles the customer to unlimited outgoing call per month within the local area without additional charge beyond the monthly rate per access line, unlimited long distance within the mainland United States and the package of features listed below

International calling will be billed in accordance with the Company's Interstate and International Products and Service Guide No 1 available for review on the Company's website www.nationsline.com or a copy will be mailed to customers free of charge

- Caller ID Deluxe (service only)
- 3-way calling
- Call Forwarding
- Call Return
- Call Waiting with Caller ID
- Speed Dialing

1 Unlisted number is an additional \$5 00 per month

(B) Gold Package

This is the same as the Local Service package but includes DSL that is an unregulated and untariffed service Please contact the Company for additional information on the DSL service

(C) Bronze Package

(1) Includes unlimited local calling and one free hour of toll calling at no additional charge Free toll service is for interstate calling within the mainland United States International calling is covered in the Company's Product and Service Guide on the web at www.nationsline.com or a copy will be mailed to the customer free of charge Additional toll service is available as specified in this tariff

(2) **Unlimited Long Distance Package \$10 00 per month** It includes unlimited instate and state to-state long distance calling International calling is billed separately Other calling features may be purchased separately, but are not included as part of this package

(3)	Optional Feature Charges	Monthly Charge
➤	Caller ID	\$10 00 per line
➤	Call Waiting/Caller ID	\$5 00 per line
➤	Three-Way Calling	\$5 00 per line
➤	Call Forwarding	\$5 00 per line
➤	Call Return	\$5 00 per line
➤	Speed Dialing	\$5 00 per line
➤	Unlisted Number	\$5 00 per line

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SECTION 4 – RATES

4 2 Miscellaneous Charges

4 2 1 Installation Charge

A nonrecurring charge of **\$40 00** will be charged for installation of each new account

4 2 2 Line Change Charge

A nonrecurring charge of **\$20 00** will be assessed for each change made to a Customers line after the initial installation of service

4 2 3 Number Change

A nonrecurring charge of **\$30 00** will be made to the customer s line upon successful completion of a number change

4 2 4 Directory Assistance/Operator Services

\$ 80 per call after 4-call allowance National 411 **\$1 25** per call no call allowance Maximum 2 requests per call, 20 calls per month

Operator Call Completion **\$ 50** per call

Busy Line Verification **\$2 25** per request

Emergency Interrupt **\$3 00** per request

Call Trace upon successful completion **1 50**

4 2 5 Pay Per Use Features

\$1 00 per use

4 2 6 Returned Check Charge

\$30 00 per check

4 2 7 Reconnection Charge

\$35 00 per occurrence

4 2 8 Late Payment Charge

The late payment charge for Residential customers is 1 25% per month and 1 5% annually on past due amounts

4 2 9 Telephone Relay Services

Per residence per line - **\$0 06** per month

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES

5.1 Promotional Offerings

The Company may, from time to time, offer promotions that may be limited as to the duration, the date and times of the offerings and the location where the offerings are made. The company will notify the Commission of promotional offerings prior to the effective date of the promotion.

5.2 Tele-a-friend Program

To incent potential customers to join the NationsLine South, Inc. family NationsLine South, Inc. will a one-time \$20 credit to Customers who presubscribe to NationsLine South, Inc.'s residential service. The \$20 credit will be applied to the monthly recurring charge. No other call types, fees, surcharges or taxes or charges that appear on the same bill are eligible for the credit. This promotion will be offered across multiple sales channels, including but not limited to a coupon provided through telemarketing or direct mail. The \$20.00 credit offer is available to new customers only and may not be combined with any other promotional offering. The referring Customer will receive 500 additional minutes of long distance time.

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES

5.3 Safe*Way Protection Plan

This Plan is offered to NationsLine South, Inc. customers and provides protection of the *Safe*Way* Plan. The Plan pays subscriber's primary local exchange service for three months in the event of illness or loss of job through no fault of the subscriber's. In the event of a subscribing customer's death, unpaid NationsLine South, Inc. phone bill balances are also waived. Coverage is provided only under the terms and conditions of the *Safe*Way* Protection Plan as outlined below:

Involuntary Unemployment Coverage: *Safe*Way* Protection Plan subscribers which are laid off, fired, or lose their full-time job through no fault of their own, and which work a minimum of thirty hours a week and qualify for state unemployment benefits, will have their primary* phone service covered for three months.

Accidental Disability Coverage: *Safe*Way* Protection Plan subscribers which become disabled through an accident or illness, which are under a doctor's care and cannot work, will have their primary* phone service covered for three months.

Credit Life Benefit: In the event of the death of a *Safe*Way* Protection Plan subscriber, the *Safe*Way* Protection Plan will pay the remaining balance of that customer's NationsLine South, Inc. phone bill.

This service is provided at a monthly charge of \$4.00.

Limitations: Pays for primary phone service only. Primary phone service includes only basic flat rate phone service. It does not include any taxes or fees applicable to that service. In areas where there is measured or message unit service, basic flat rate service will include only the minimum number of calls offered by NationsLine South, Inc. in its basic flat rate service package and any regional or long distance calls which may or may not be included in the minimum basic flat rate calling plan. No long distance calls and no special features such as call waiting, call forwarding, Caller ID, or any other optional features are included in the basic flat rate service provided under the *Safe*Way* Protection Plan.

SECTION 6 – BUSINESS SERVICES

6 1 NationsLine South, Inc Unbundled Business Service

NationsLine South, Inc Unbundled Business Service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate NationsLine South, Inc As the presubscribed carrier for local calling concurrent with enrollment for this service. NationsLine South, Inc Unbundled business service provides customers with the option of selecting NationsLine South, Inc For toll services.

6 1 1 Local Exchange Service

Local exchange service is billed in one (1) minute increments.

Monthly Rate	\$49.99
Rate Per Minute	\$0.020

Service Connection Fee

One-time charge per line

Per Line	\$100.00
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This charge is waived for Customers migrated a connected line.

6 1 2 Toll Service

Toll service calls include intrastate toll calls and interstate toll calls. Toll calls will be billed in one (1) minute increments.

Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

6 1 3 Features

Call Waiting with Caller ID, Three Way Calling, Call Forwarding, Return Call, and Speed Dialing. Subject to availability, can be purchased for \$5.00 per month per feature. Caller ID is available at a cost of \$10.00 per month.

SECTION 6 – BUSINESS SERVICES

6 2 Termination of Domestic Usage

The "cost per minute" outlined in Section 4 5 1 above is based on the assumption that the customer will terminate at least 80% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company (RBOC) and subject to such RBOC s tariffed access charges NationsLine South Inc will apply a surcharge of \$0 04 per minute of use to the number of minutes by which the customer's non-RBOC termination (being defined as "the sum of outbound minutes which terminate in non-RBOC areas plus inbound (toll-free) minutes which originate in non-RBOC areas) exceeds 20% of the customer s total domestic usage For purposes of this calculation, the Operating Company Number ("OCN) of the originating or terminating ANI will be used OCN numbers of 9000 and above are classified as RBOC and OCN numbers of below 9000 are classified as non-RBOC

6 3 Bundled Business Service

Bundled Business Service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage Customers who subscribe to this service must designate NationsLine South, Inc as the presubscribed carrier for local calling concurrent with enrollment for this service Cat Bundled Business Service provides Customers with the option of selecting NationsLine South, Inc for toll services

6 3 1 Package Price for Bundled Business Service

Primary Line, per month	\$59 99
Service Connection Fee one-time charge per line	\$100 00
Service Connection fee waived for those customers who meet the Company s enrollment criteria and who retain their existing telephone number when switching their service to NationsLine South Inc	

6 3 2 Bundled Business Service includes the following

Toll Service Toll service calls include intrastate toll calls and interstate toll calls Toll calls will be billed in one (1) minute increments

Intrastate Direct Dial Access	\$0 129
Interstate Direct Dial Access	\$0 059

Local Service A monthly allowance of 2000 free minutes of local calling Local calls will be billed in one (1) minute increments

Local calls within 2000 minute allowance

Direct Dial Access	\$0 00
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Local calls above 2000 minute allowance

Direct Dial Access	\$0 039
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SECTION 6 – BUSINESS SERVICES

6 3 3 Calling Features Package

Caller ID Call Waiting with Caller ID, Three Way Calling, Call Forwarding, Return Call and Speed Dialing included at no charge

Calling Features are described in the residential service

Line Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy This feature is available at a charge of **\$10 00 per month**

6 4 Termination of Domestic Usage

The "cost per minute" outlined in Section 4 5 1 above is based on the assumption that the customer will terminate at least 80% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company (RBOC) and subject to such RBOC s tariffed access charges NationsLine South, Inc will apply a surcharge of \$0 04 per minute of us to the number of minutes by which the customer's non-RBOC termination (being defined as 'the sum of outbound minutes which terminate in non RBOC areas plus inbound (toll-free) minutes which originate in non-RBOC areas) exceeds 20% of the customer s total domestic usage For purposes of this calculation, the Operating Company Number ("OCN") of the originating or terminating ANI will be used OCN numbers of 9000 and above are classified as RBOC and OCN numbers of below 9000 are classified as non RBOC

6 5 Toll-Free Services

Toll Free Service is available to Customers for incoming calls Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line Cat Business Service Customers who migrate their long distance service to another carrier, but who retain NationsLine South, Inc as the local service provider will keep Cat Business Service until such time as that service is specifically identified as having migrated to another carrier Call charges are billed to the Subscriber rather than to the originating caller Rates are neither time-of-day sensitive nor mileage sensitive Calls are billed in six (6) second increments Rates are not mileage or time-of-day sensitive A Monthly Recurring Charge applies in addition to usage rates

Rate per minute \$0 099

Monthly Recurring Charge,

Per toll free access line \$20 00

Toll Free Service Installation \$20 00

Toll Free Service Installation charge is not applied when a customer migrates from another telephone

Vanity Toll Free Number Search \$10 00

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SECTION 6 – BUSINESS SERVICES

6 5 1 The Company will make every effort to reserve toll free (1 e 800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available

6 5 2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid

6 5 3 Toll free numbers shared by more than one Customer, whereby a unique Personal Identification Number identifies individual Customers, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer

6 5 4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer

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SECTION 6 – BUSINESS SERVICES

6 6 Dedicated T1 Service

Dedicated T1 Service includes the following

6 6 1 Customer channelized high capacity (1 544 Mbps) circuit between Customer premises and its serving office for connection to services provided by NationsLine South, Inc , for local exchange access for usage-sensitive local calling and toll calling Each circuit supports up to 24 voice lines The rates herein are for the portion of the service dedicated to voice applications

6 6 2 Feature Caller ID-Number Only

Voice channels will be provisioned with Line Hunting upon Customer request, at the rates specified in this tariff

6 6 3 Rates and Charges

Monthly Recurring Charge the underlying carrier provides The T1 circuit at a pass-through of costs to NationsLine South, Inc

Rates for Minutes of Use

6 6 3 1 Toll Service

Toll service calls include intrastate toll calls and interstate toll calls Toll calls will be billed in one (1) minute increments

Intrastate Direct Dial Access	\$0 129
Interstate Direct Dial Access	\$0 059

6 6 3 2 Local Service Local calls will be billed in one (1) minute increments

Direct Dial Access	\$0 039
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6 6 3 3 Line Hunting

Line hunting will be provided on all T1 voice channels at a charge of \$100 per month, per circuit

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SECTION 6 – BUSINESS SERVICES

6 7 Miscellaneous Charges for Business Services

Service Order Charges

Primary Service Connection Charge	\$100 00
Secondary Service Connection Charge	\$100 00
Transfer of Service Charge, Primary Line	\$50 00
Transfer of Service Charge, Secondary Line	\$50 00
Technician Dispatch Charge	\$200 00
Service Order Charge	\$10 00
Toll Free Directory Listing	\$10 00
Missed Appointment Charge	\$100 00

Change Order Service Charges

Feature or Feature Pack Change Order	\$10 00
Toll Restriction Fee Order	\$10 00
Telephone Number Change Order	\$10 00
Long Distance Minutes Pack Change Order	\$10 00
Listing Change Charge	\$10 00
Record Change	N/A

Miscellaneous Charges

Duplicate Invoice	\$5 00
Call Detail Report	\$5 00

6 8 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Per occasion, per voice channel	\$50 00
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6 9 Temporary Suspension/Restoration of Service

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension.

Nonrecurring charge per voice channel	\$50.00
Recurring charge per voice channel	50% of regular service rates
Nonrecurring charge, per voice channel	\$50.00

6 10 Contract Service Arrangements

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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