

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

**IN THE MATTER OF THE APPLICATION OF )  
PNG TELECOMMUNICATIONS, INC. )  
FOR A CERTIFICATE OF CONVENIENCE AND )  
NECESSITY TO PROVIDE COMPETING )  
FACILITIES-BASED AND RESOLD LOCAL )  
EXCHANGE AND EXCHANGE ACCESS )  
TELECOMMUNICATION SERVICES )  
IN TENNESSEE )**

**DOCKET NO. 06- 00289**

**APPLICATION FOR CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

PNG Telecommunications, Inc. d/b/a PowerNet Global Communications (“PNG” or “Applicant”), by its undersigned counsel and pursuant to T.C.A. §§ 65-4-201 and Administrative Rules Chapter 1220-4-8, hereby makes application to the Tennessee Regulatory Authority (“TRA”) for a Certificate of Convenience and Necessity to provide resold and facilities-based local exchange and exchange access services in Tennessee. In support of its Application, Application provides the following information in compliance with Administrative Rule 1220-4-8-.04

**I. Description of the Applicant**

1. 1220-4-8.04(1)(c). The full name and address of the Applicant is:

PNG Telecommunications, Inc.  
100 Commercial Drive  
Fairfield, Ohio 45014  
Telephone: 800.860.9495  
Facsimile: 888.715.3534  
Electronic Mail: [solutions@pngmail.com](mailto:solutions@pngmail.com)  
Worldwide Web Address: <http://ecare.pngcom.com/site/>

Applicant will do business utilizing the fictitious, "doing business as" ("d/b/a") name of "PowerNet Global Communications," which is registered as a fictitious name in the State of Tennessee, as evidenced by corporate documents filed at **Exhibit B**.

2. Correspondence or communications pertaining to this application should be directed to:

Ms. D. Billye Sanders  
Waller Landsden Dortch & Davis, LLP  
Nashville City Center  
511 Union St., Suite 2700  
Nashville, TN 37219-8966  
Telephone: 615.850.8951  
Facsimile: 615.244.6804  
E-mail: [bsanders@wallerlaw.com](mailto:bsanders@wallerlaw.com)

And to:

Mr. Andrew O. Isar  
Miller Isar, Inc.  
7901 Skansie Ave., Suite 240  
Gig Harbor, WA 98335  
Telephone: 253.851.6700  
Facsimile: 253.851.6474  
E-Mail: [aisar@millerisar.com](mailto:aisar@millerisar.com)

Correspondence and communications regarding PNG's ongoing operations should be directed to:

Ms. Kate Storch  
PNG Telecommunications, Inc.  
100 Commercial Drive  
Fairfield, Ohio 45014  
Telephone: 513.645.4942  
Facsimile: 888.715.3534  
E-Mail: [kstorch@pngmail.com](mailto:kstorch@pngmail.com)

3. 1220-4-8.04(1)(e).

Applicant was organized in the state of Ohio on October 19, 1992. A copy of Applicant's Certificate of Incorporation and organizational chart of its corporate structure are attached hereto at **Exhibit A**. Applicant has had no pertinent acquisition or merger activity. A copy of Applicant's Authority to transact business in the State of Tennessee is provided in **Exhibit B**. In TRA Docket No. 03-00545, Applicant received authority from the TRA to resell interexchange long distance telecommunication services in Tennessee.

4. 1220-4-8-.04(1)(c). The names of individuals who have assumed the duties of corporate officers are as follows:

Bernie Stevens, President  
Dennis Packer, General Counsel  
Tom Kaylor, Vice President, Finance  
Basil Kanno, Chief Information Officer  
PNG Telecommunications, Inc.  
100 Commercial Drive  
Fairfield, Ohio 45014  
Telephone: 800.860.9495  
Facsimile: 888.715.3534

5. 1220-4-8-04(1)(d). Applicant will not maintain an office in Tennessee. The name of PNG's registered agent in Tennessee is:

CT Corporation System  
800 South Gay St., Suite 2021  
Knoxville, TN 37929

II. Qualifications

A. Managerial and Technical Qualifications (1220-4-8.04(b); 1220-4-8.04(1)(f)

1. As demonstrated by biographical information attached hereto at **Exhibit C**, Applicant has extensive managerial expertise to successfully operate a telecommunications enterprise in Tennessee. Applicant's senior management team has long standing business

experience in telecommunications, including marketing, network operations and financial analysis/accounting, as well as a long standing record of successful telecommunications service throughout the U.S. Applicant is eminently qualified to provide telecommunications services in the State of Tennessee.

2. Applicant proposes to provide local exchange service via resale and other commercial arrangements. Applicant will rely on the technical expertise of its underlying carrier and BellSouth Telecommunications, Inc. from which Applicant will be obtaining resold services. Applicant's underlying carrier will be responsible for repair and maintenance of the telecommunications network. However, Applicant's subscribers should contact Applicant's customer care organization at 800.860.9495 regarding network repair and maintenance.

B. Regulatory Approvals in Other States 1220-4-8-.04(g)

Applicant is authorized to provide competitive local exchange telecommunications services in states of California, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Texas, Virginia, Washington, and Wisconsin. The Company further maintains interexchange authority in every state.

In no instance has Applicant been denied requested certification in any jurisdiction.

C. Financial Qualifications 1220-4-08-.04(b)

Applicant is financially qualified to provide competitive local exchange telecommunications services in Tennessee. PNG's most recent audited financial statements (balance sheet, income statement, and cash flow statement) attesting to Applicant's financial qualifications, are attached hereto at **CONFIDENTIAL Exhibit D**. **CONFIDENTIAL Exhibit**

D also contains projected financial statements and capital expenditures budgets for the next three (3) years. Applicant currently maintains an irrevocable letter of credit in the amount of \$25,000 in Tennessee pursuant to the Consumer Telemarketing Protection Act of 1990. A copy of the letter of credit is attached hereto at **Exhibit E.**<sup>1</sup> As Applicant will provide service on a resold basis and/or by using other commercial arrangements with incumbent carriers, Applicant does not require construction of facilities of its own in Tennessee. Applicant requires no additional capitalization or financing, nor does it expect to incur significant expenses to provide intrastate service.

PNG's financial statements do not include amounts relating to reciprocal compensation for terminating Internet Service Provider traffic.

Applicant considers information concerning its finances to be proprietary and confidential information not to be released to the public. The financial information attached in **Exhibit D** is filed under seal and in an envelope labeled "CONFIDENTIAL AND PROPRIETARY." It is Applicant's understanding that TRA staff will honor Applicant's request for confidential treatment of these documents without the necessity of filing a motion for protective order.

### III. Proposed Services (1220-4-8.04(1)(i))

Applicant intends to offer local exchange services including, but not limited to basic local service, custom calling features, and specialized data transmission services primarily for commercial subscribers and to residential subscribers. Applicant's proposed services are set

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<sup>1</sup> Applicant's currently maintains an irrevocable letter of credit applicable to Tennessee, originally obtained in support of Company's application for interexchange authority, granted in Docket No. 03-00545 (company ID:122619) on December 16,2003.

forth in its proposed tariff attached as **Exhibit F**. Applicant will provide local exchange service in the areas currently served by BellSouth Communications, Inc. Applicant does not propose to serve in territories of incumbent local exchange carriers serving less than 100,000 access lines.

Applicant has negotiated an Interconnection Agreement with BellSouth Telecommunications, Inc. and will file the agreement pursuant to TRA rules and regulations.

IV. **Description of Operations and Regulatory Compliance**

1. **1220-4-9.04(1)(a)**. Applicant will adhere to all applicable TRA rules, policies and orders governing the provision of local exchange telecommunications services in Tennessee.

2. Applicant's customer service representatives will handle customer service inquiries via Applicant's toll free number, 800-860-9495. Customer service representatives are available, twenty-four hours per day. Applicant's toll free number will be printed on its customers' monthly billing statements. The name and address of Applicant's customer service contact is:

Brad Rose  
PNG Telecommunications, Inc.  
100 Commercial Drive  
Fairfield, Ohio 45014  
Telephone: 800.860.9495  
Facsimile: 888.715.3534

3. Applicant will bill customers directly. A copy of Applicant's sample bill is attached as **Exhibit G**.

4. Applicant's customer complaint procedures, termination policy and late charge policy are outlined in its proposed tariff attached hereto as **Exhibit F**.

5. Applicant's customer deposit policy is outlined in its proposed tariff attached hereto as **Exhibit F**.

6. A copy of Applicant's Small and Minority-Owned Telecommunications Participation Plan is attached hereto as **Exhibit H**. The attached Plan was approved by the TRA in Docket No. 03-00545 when PNG obtained authority to resell interexchange long distance services. The Plan was updated on July 13, 2006 and filed with the TRA . The update reflected the change of the Plan Administrator from Rich Popper to Dennis Packer. As a part of this Application, PNG is changing the Plan Administrator to Kate Storch.

7. Applicant's pre-filed testimony describing the services it plans to provide and summarizing its technical, managerial and financial qualifications is attached hereto as **Exhibit I**.

8. Applicant's toll dialing parity plan is attached as **Exhibit J**.

9. Applicant's statement regarding numbering issues as attached as **Exhibit K**.

10. Tennessee Specific Operational Issues are addressed at **Exhibit L**.

11. A certificate of service stating that notice of the application has been served on all eighteen (18) local exchange telephone companies in Tennessee is also attached hereto.

12. 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, as well as providing innovative services. Authorizing Applicant's 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 Applicant and indirectly, because Applicant's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of

this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

V. Conclusion

For the foregoing reasons, PNG Telecommunications, Inc. requests that the Tennessee Regulatory Authority approve its Application for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange service in Tennessee.

Respectfully submitted, this 17<sup>th</sup> day of November, 2006.

PNG Telecommunications, Inc.

By: D. Billye Sanders

D. Billye Sanders

Waller Lansden Dortch & Davis, LLP  
Nashville City Center  
511 Union St., Suite 2700  
P.O. Box 198966  
Nashville, TN 37219-8966  
Telephone: 615.850.8951

Counsel to  
PNG Telecommunications, Inc.

Andrew O. Isar  
Miller Isar, Inc.  
7901 Skansie Avenue, Suite 240  
Gig Harbor, WA 98335  
Telephone: 253.851.6700  
Facsimile: 253.851.6474

Regulatory Consultants to  
PNG Telecommunications, Inc.



VERIFICATION

State of Ohio                                 )  
  ) ss:  
County of Butler                            )

I, Dennis Packer, being first duly sworn, do hereby depose and state as follows:

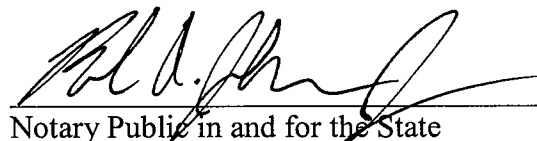
1. I am an officer and General Counsel of PNG Telecommunications, Inc., and am authorized to make this verification on behalf of the Company;
2. I have read the foregoing Application and Exhibits and know the contents thereof.
3. The facts contained in the Application and Exhibits are true and correct to the best of my knowledge, information and belief;

Dated this 17<sup>th</sup> day of November, 2006.

By: 

Dennis Packer  
General Counsel

Subscribed and sworn to before me this 17<sup>th</sup> day of November, 2006.

  
Notary Public in and for the State  
of Ohio, residing at  
BUTLER COUNTY

My Commission Expires: 5-19-10

**ROBERT A. JOHNSON, JR**  
**NOTARY PUBLIC, STATE OF OHIO**  
**MY COMMISSION EXPIRES 05-19-10**

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NECESSITY TO PROVIDE COMPETING )  
FACILITIES-BASED AND RESOLD LOCAL )  
EXCHANGE AND EXCHANGE ACCESS )  
TELECOMMUNICATION SERVICES )  
IN TENNESSEE )**

**DOCKET NO. 06- \_\_\_\_\_**

**LIST OF EXHIBITS**

|           |   |
|-----------|---|
| EXHIBIT A | CERTIFICATE OF INCORPORATION and<br>ORGANIZATIONAL CHART                      |
| EXHIBIT B | CERTIFICATE OF AUTHORITY  |
| EXHIBIT C | SENIOR MANAGEMENT EXPERIENCE  |
| EXHIBIT D | FINANCIAL INFORMATION (FILED UNDER<br>SEAL)                                   |
| EXHIBIT E | CORPORATE SURETY BOND   |
| EXHIBIT F | PROPOSED TARIFF   |
| EXHIBIT G | SAMPLE BILL   |
| EXHIBIT H | SMALL AND MINORITY-OWNED<br>TELECOMMUNICATIONS BUSINESS<br>PARTICIPATION PLAN |
| EXHIBIT I | PREFILED TESTIMONY  |
| EXHIBIT J | TOLL DIALING PARITY PLAN  |
| EXHIBIT K | STATEMENT REGARDING NUMBERING<br>ISSUES                                       |
| EXHIBIT L | TENNESSEE SPECIFIC OPERATIONAL ISSUES   |
| EXHIBIT M | NOTICE OF APPLICATION   |

**EXHIBIT A**

CERTIFICATE OF INCORPORATION

And

ORGANIZATIONAL CHART OF CORPORATE STRUCTURE

Prescribed by  
Bob Tate, Secretary of State  
90 East Broad Street, 14th Floor  
Columbus, Ohio 43260-0418  
Form ARF (December 1990)

|          |          |
|----------|----------|
| Approved | NHP      |
| Date     | 10/19/92 |
| Fee      | \$75     |

HC458-1624

931000001

## ARTICLES OF INCORPORATION

(Under Chapter 1701 of the Ohio Revised Code)  
Profit Corporation

The undersigned, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Ohio Revised Code, do hereby state the following:

FIRST. The name of said corporation shall be WEST CHESTER UNION TOWNSHIP

SECOND. The place in Ohio where its principal office is to be located is \_\_\_\_\_

WEST CHESTER UNION TOWNSHIP BUTLER County, Ohio.  
(city, village or township)

THIRD. The purpose(s) for which this corporation is formed is:

RETAIL OF LONG DISTANCE SERVICES

H0458-1625

FOURTH. The number of shares which the corporation is authorized to have outstanding is: 100  
(Please state whether shares are common or preferred, and their par value, if any. Shares will be recorded  
as common with no par value unless otherwise indicated.) COMMON NO PAR VALUE

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 4<sup>th</sup> day of  
SEPT., 19 92.

By: B. Stevens, Incorporator  
BERNARD STEVENS

By: \_\_\_\_\_, Incorporator

By: \_\_\_\_\_, Incorporator

Print or type incorporators' names below their signatures.

#### INSTRUCTIONS

1. The minimum fee for filing Articles of Incorporation for a profit corporation is \$75.00. If Article Fourth indicates more than 750 shares of stock authorized, please see Section 111.16 (A) of the Ohio Revised Code or contact the Secretary of State's office (614-466-3910) to determine the correct fee.

2. Articles will be returned unless accompanied by an Original Appointment of Statutory Agent. Please see Section 1701.07 of the Ohio Revised Code.



Prescribed by  
Bob Taft, Secretary of State  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43266-0418  
Form AGO (August 1992)

H0458-1626

## ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of PNG TELECOMMUNICATIONS INC. hereby appoint BERNIE STEVENS to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is: 8114 TIMBER TREE (street address) WEST CHESTER (city), Ohio 43069 (zip code).

NOTE: P.O. Box addresses are not acceptable.

[Signature]  
(Incorporator)  
  
(Incorporator)  
  
(Incorporator)

### ACCEPTANCE OF APPOINTMENT

The undersigned, [Signature] BERNIE STEVENS, named herein as the statutory agent for PNG TELECOMMUNICATIONS INC. hereby acknowledges and accepts the appointment of statutory agent for said corporation.

[Signature]  
Statutory Agent

### INSTRUCTIONS

- 1) Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent. R.C. 1701.07(B), 1702.06(B).
- 2) The statutory agent for a corporation may be (a) a natural person who is a resident of Ohio, or (b) an Ohio corporation or a foreign profit corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent. R.C. 1701.07(A), 1702.06(A).
- 3) An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation. R.C. 1701.07(B), 1702.06(B). These signatures must be the same as the signatures on the articles of incorporation.

\* As of October 8, 1992, R.C. 1701.07(B) will be amended to require acknowledgment and acceptance by the appointed statutory agent.

F67m SH AMD, August 1983

Prescribed by **Sherrod Brown**  
Secretary of State

05423-0911  
 Charter # 804679  
 Approved by CR  
 Date 1-24-96  
 Fee \$ 58.40  
 96011035601

**Certificate of Amendment**

**By Shareholders**  
**to the Articles of Incorporation of**

PNG Telecommunications Inc.

(Name of Corporation)

Bernie Stevens, who is ☐ Chairman of the Board ☒ President ☐ Vice President (Check one)and Roberta D. Stevens, who is ☐ Secretary ☒ Assistant Secretary (Check one)

of the above named Ohio corporation for profit with its principal location at Union Township, West Chester  
 Ohio do hereby certify that: (check the appropriate box and complete the appropriate statements)

☐ a meeting of the shareholders was duly called for the purpose of adopting this amendment and held on \_\_\_\_\_, 19\_\_\_\_, at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise \_\_\_\_\_ % of the voting power of the corporation.

☒ In a writing signed by all of the shareholders who would be entitled to notice of a meeting held for that purpose,

the following resolution to amend the articles was adopted:

Resolved, that Article Fourth be amended to read as follows:

The number of shares which the corporation is authorized to have outstanding is 100 shares of Class A common stock and 233-1/3 shares of Class B common stock. Both classes of stock shall be identical in all respects except that Class A shall be voting stock and Class B shall be nonvoting stock.

IN WITNESS WHEREOF, the above named officers, acting for and on the behalf of the corporation, have hereto subscribed  
 their names this 28<sup>th</sup> day of December, 1995.

**RECEIVED**  
 JAN 10 1996  
 BOB TAFT  
 SECRETARY OF STATE

BY Bernie Stevens (Chairman of the Board)  
 BY Roberta D. Stevens (Assistant Secretary)

NOTE: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required, even if this necessitates the election of a second officer before the filing can be made.

05423-0911  
Ohio Secretary of State Return Slip  
Amendment/Amended articles

January 19, 1996

Albert C. Eiselein Jr.  
2400 Central Trust Tower  
1 West Fourth Street  
Cincinnati, Ohio 45202

NOTE: THIS RETURN SLIP  
CREDITED IN THE AMOUNT OF  
\$ 35.00 MUST ACCOMPANY THE CORRECTED  
DOCUMENTS. COMPLETED  
DOCUMENTS MUST BE RE-  
TURNED WITHIN 30 DAYS OR A  
REFUND WILL BE ISSUED.

Re: PNG Telecommunications, Inc.

Document No. 96011025601

Additional Fee Required: \$ 33.40

Dear Sir or Madam:

The enclosed documents are being returned unfilled for the following reasons:

1. The corporation's name must appear at the top of the certificate and on the documents. Please see correct name above.
2. The certificate must be signed by 2 officers of the corporation. One signature must be that of the chairman of the board, president or vice-president and the second signature must be that of the secretary or assistant secretary. One individual may not sign in both capacities and, if necessary, an election or appointment must be made at this purpose.  
If the corporation has a close corporation agreement in effect, the enclosed Close Corporation Affidavit may be completed.
3. Our records indicate that the principal office is located in \_\_\_\_\_  
However, the location given on the certificate is \_\_\_\_\_.  
If the location has been changed to a different city or county, then an additional resolution must be adopted changing the principal office location. Include the appropriate county.
4. Indicate what manner of adoption was used in passing the resolution to amend the Articles of Incorporation. A meeting was held, include the percentage of the voting power that passed the resolution. A \_\_\_\_\_ vote is required.
5. The new name you have chosen is not available without the written consent of \_\_\_\_\_. You may contact the Ohio registrars if consent cannot be obtained. Please contact this office before filing another name to ensure that the original name is available.
6. The corporation must submit its Form 7 (Annual Statement of Proportion of Capital Stocks) for the year(s) \_\_\_\_\_. The Form 7 should reflect corporate activities in Ohio during the previous year. The forms are enclosed.
7. We are unable to accept photostat copies. Original documents and signatures are required.
8. When a corporation is amending its articles of incorporation in its entirety, the certificate must contain a superseding clause stating that the amended articles of incorporation shall supersede the existing articles of incorporation and amendments thereto.
9. The corporation was cancelled by the Ohio Department of Taxation on \_\_\_\_\_. Before filing the amended articles of incorporation, you must obtain a D-3 (Certificate of Reinstatement) from the Ohio Department of Taxation (1030 Freeway Drive North, Columbus, Ohio 43228, (614) 433-7236). The D-3 must then be filed with the Secretary of State, together with a \$1000 filing fee or accession to the amendment documents.
10. Your non-profit corporation was cancelled on \_\_\_\_\_ for failure to file its statement of continued existence. Please fill out the enclosed Application for Reinstatement, submit a \$1000 filing fee, and return all the enclosed amendment documents.
11. The corporation's articles were cancelled on \_\_\_\_\_ for failure to file the Professional Annual Shareholders Report. Before filing the Amended/Amendment Articles, you must complete the enclosed Application for Reinstatement and annual reports for the year(s) \_\_\_\_\_. A filing fee of \$1000 must be submitted and returned together with your amendment/amended articles.
12. The new name of the corporation must include or end with either "Inc.," "Incorporation," "Corporation," "Corp.," "Co.," "Company."
13. Any subsequent amendment of agents must contain a signed acceptance by the appointed agent acknowledging his/her acceptance of the appointment.
14. Our office has no record of a corporation entitled \_\_\_\_\_.  
Please check your corporate records to correctly identify the corporation amending its articles.
15. The filing fee for the share increase is insufficient. The correct total filing fee is \$ 58.40 and is calculated as follows:  

|                                     |                 |
|-------------------------------------|-----------------|
| Fees for <u>334</u> shares          | \$ <u>33.40</u> |
| Cost for <u>1000</u> trading shares | \$ <u>10.00</u> |
| Amendment filing fee                | \$ <u>35.00</u> |
| <b>TOTAL AMOUNT DUE</b>             | \$ <u>58.40</u> |
16. OTHER: \_\_\_\_\_

THIS LETTER MUST BE RETURNED WITH THE CORRECTED DOCUMENTS IN ORDER TO ENSURE PROPER CREDIT. If you have any questions regarding this matter, please call (614) 446-2000.



Charter # \_\_\_\_\_  
Approved by \_\_\_\_\_  
Date \_\_\_\_\_  
Fee \$ \_\_\_\_\_

**Certificate of Amendment**  
**By Shareholders**  
**to the Articles of Incorporation of**

PNG Telecommunications Inc.  
(Name of Corporation)

Bernie Stevens, who is \_\_\_ Chairman of the Board x President \_\_\_ Vice President (check one)  
and Roberta D. Stevens, who is x Secretary \_\_\_ Assistant Secretary (check one)

of the above named Ohio corporation for profit with its principal location at Union Township, West Chester, Ohio do hereby certify that: (check the appropriate box and complete the appropriate statements)

\_\_\_ a meeting of the shareholders was duly called for the purpose of adopting this amendment and held on \_\_\_\_\_, 199\_\_, at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise \_\_\_% of the voting power of the corporation.

x In a writing signed by all of the shareholders who would be entitled to notice of a meeting held for that purpose,

the following resolution to amend the articles was adopted:

Resolved that Article Fourth be amended to read as follows:

The number of shares which the corporation is authorized to have outstanding is 100 shares of Class A common stock and 468 shares of Class B common stock. Both classes of stock shall be identical in all respects except that Class A stock shall be voting stock and Class B stock shall be nonvoting stock.

IN WITNESS WHEREOF, the above named officers, acting for and on the behalf of the corporation, have hereto subscribed their names this 16, day of June, 1999.

By: Bernie Stevens  
Bernie Stevens, President

By: Roberta D. Stevens  
Roberta D. Stevens, Secretary

NOTE: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required, even if this necessitates the election of a second officer before the filing can be made.



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please

call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite is an additional fee

☒ Yes

2001 JUN 14 AM 9:43

## CERTIFICATE OF AMENDMENT BY SHAREHOLDERS TO ARTICLES OF

(Name of Corporation)

829679

(charter number)

Bernie Stevens, who is the President

(name)

(title)

of the above named Ohio corporation organized for profit, does hereby certify that: (Please check the appropriate box and complete the appropriate statements.)

☒ a meeting of the shareholders was duly called and held on June 11, 2001, at which meeting a quorum the shareholders was present in person or by proxy, and that by the affirmative vote of the holders of shares entitling them to exercise 100 % of the voting power of the corporation,

☐ in a writing signed by all the shareholders who would be entitled to notice of a meeting held for that purpose, the following resolution to amend the articles was adopted:

RESOLVED, that Article FIFTH of the Corporation's Articles of Incorporation be and it hereby is adopted to read as follows:

FIFTH: No holders of shares of the Corporation shall have any preemptive rights to subscribe for or to purchase any shares of the Corporation of any class whether now or hereafter authorized.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed his name on June 11, 2001  
(his/her) (date)

Signature: [Signature]

Title: President

Prescribed by **J. Kenneth Blackwell**Ohio Secretary of State  
Central Ohio: (614) 466-3910

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

www.state.oh.us/sos

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

Expedite this Form: (Select One)

Mail from to one of the following:

☐ Yes PO Box 1390  
Columbus, OH 43216

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

☒ No PO Box 1028  
Columbus, OH 43216

**Certificate of Amendment by  
Shareholders or Members  
(Domestic)**

Filing Fee \$50.00

2004 JUN 15 PM 3:38

**(CHECK ONLY ONE (1) BOX)**
**(1) Domestic for Profit**  
☐ Amended  
 (122-AMAP)

**PLEASE READ INSTRUCTIONS**  
☒ Amendment  
 (125-AMDS)

**(2) Domestic Non-Profit**  
☐ Amended  
 (126-AMAN)

☐ Amendment  
 (128-AMD)
**Complete the general information in this section for the box checked above.**

Name of Corporation PNG Telecommunications, Inc.

Charter Number 829679

Name of Officer Bernie Stevens

Title President

☒ Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

☐ A meeting of the ☐ shareholders ☐ directors (non-profit amended articles only)

☐ members was duly called and held on \_\_\_\_\_  
 (Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise \_\_\_\_\_ % as the voting power of the corporation.

☒ In a writing signed by all of the ☒ shareholders ☐ directors (non-profit amended articles only)

☐ members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.
**Clause applies if amended box is checked.**

Resolved, that the following amended articles of incorporations be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.

All of the following information must be completed if an amended box is checked.  
If an amendment box is checked, complete the areas that apply.

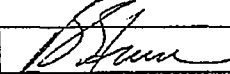
**FIRST:** The name of the corporation is: \_\_\_\_\_

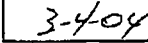
**SECOND:** The place in the State of Ohio where its principal office is located is in the City of: \_\_\_\_\_  
(city, village or township) (county)

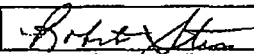
**THIRD:** The purposes of the corporation are as follows:  
Any lawful act or activity for which corporations may be formed under Sections 1701.01 through 1701.98, inclusive, of the Ohio Revised Code.

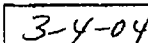
**FOURTH:** The number of shares which the corporation is authorized to have outstanding is: \_\_\_\_\_  
(Does not apply to box (2))

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

  
Authorized Representative  
Bernie Stevens  
(Print Name)  
President

  
Date

  
Authorized Representative  
Roberta Stevens  
(Print Name)  
Secretary

  
Date

REPORT OF ACTION  
OF THE  
SHAREHOLDERS  
OF  
PNG TELECOMMUNICATIONS, INC.

The undersigned, being the sole shareholder of PNG Telecommunications, Inc., an Ohio corporation (the "Corporation") entitled to vote, executing this consent pursuant to the authority of Ohio Revised Code Section 1701.54 does hereby adopt, approve and consent to the following resolutions:

RESOLVED, that Article THIRD of the Corporation's Articles of Incorporation be and hereby is amended to state:

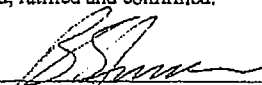
THIRD: The purpose or purposes for which the corporation is formed are:

Any lawful act or activity for which corporations may be formed under Sections 1701.01 through 1701.98, inclusive, of the Ohio Revised Code.

RESOLVED, that the following persons are hereby elected to the Board of Directors of the Corporation to serve in accordance with the regulations of the Corporation:

Bernie Stevens  
Roberta D. Stevens  
Todd C. Pfister

RESOLVED, that the acts, contracts and transactions of the directors and officers of the Corporation from the date of the last shareholder's meeting to the date of this action be, and the same hereby are, authorized, ratified and confirmed.

  
Bernie Stevens

Dated: March 4, 2004



# PGN Telecommunications, Inc. Organizational Chart of Corporate Structure

|   |                              |                   |
|---|------------------------------|-------------------|
| <b><i>Class A Shares Authorized: 100*</i></b>     |                              |                   |
| <u>Shareholder</u>                                | <u>% Total Issued Shares</u> | <u>% of Class</u> |
| Bernie Stevens                                    | 18.9                         | 100               |
| <b><i>Class B Shares Authorized: 467.730*</i></b> |                              |                   |
| <u>Shareholder</u>                                | <u>% Total Issued Shares</u> | <u>% of Class</u> |
| Bernie Stevens                                    | 13.4                         | 15.1              |
| Hubert Dudley                                     | 14.0                         | 15.7              |
| Ghilarducci Childen's Trust                       | 1.9                          | 2.1               |
| Elisha Greenfield                                 | 1.2                          | 2.1               |
| Eloise Melton                                     | 0.6                          | 0.7               |
| Larry Moses                                       | 17.2                         | 19.5              |
| Paul Cohen  | 4.7                          | 5.3               |
| Robert Taylor                                     | 4.7                          | 5.3               |
| Daniel Benedict                                   | 2.2                          | 2.5               |
| Basil Kanno                                       | 5.4                          | 6.1               |
| Michael McLelan                                   | 5.4                          | 6.1               |
| Todd Pfister                                      | 5.4                          | 6.1               |
| Chris Bradish                                     | 1.4                          | 1.6               |
| Petter Turnquist                                  | 0.4                          | 0.5               |
| Pat Farrell                                       | 0.8                          | 1.0               |
| Brian Strandberg                                  | 1.1                          | 1.2               |
| Communications Consultants                        | 0.5                          | 0.6               |

PNG Telecommunications, Inc. d/b/a  
 PowerNet Global Communications

**EXHIBIT B**

CERTIFICATE OF AUTHORITY



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

ISSUANCE DATE: 11/07/2006  
REQUEST NUMBER: 06311506  
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 07/10/1996  
STATUS: ACTIVE  
CORPORATE EXPIRATION DATE: PERPETUAL  
CONTROL NUMBER: 0314967  
JURISDICTION: OHIO

TO:  
KATE STORCH  
100 COMMERCIAL DR  
FAIRFIELD, OH 45014

REQUESTED BY:  
KATE STORCH  
100 COMMERCIAL DR  
FAIRFIELD, OH 45014

CERTIFICATE OF AUTHORIZATION

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT  
"PNG TELECOMMUNICATIONS, INC. D/B/A POWERNET GLOBAL COMMUNICATIONS",

A CORPORATION FORMED IN THE JURISDICTION SET FORTH ABOVE, IS AUTHORIZED TO  
TRANSACTION BUSINESS IN THIS STATE;  
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE  
AUTHORIZATION OF THE CORPORATION HAVE BEEN PAID;  
THAT THE MOST RECENT CORPORATION ANNUAL REPORT REQUIRED HAS BEEN FILED  
WITH THIS OFFICE; AND  
THAT AN APPLICATION FOR CERTIFICATE OF WITHDRAWAL HAS NOT BEEN FILED.

FOR: REQUEST FOR CERTIFICATE

ON DATE: 11/07/06

FROM:  
PNG TELECOMMUNICATIONS, INC  
100 COMMERCIAL DRIVE  
FAIRFIELD, OH 45014-0000

|                         | FEES    |         |
|-------------------------|---------|---------|
| RECEIVED:               | \$20.00 | \$0.00  |
| TOTAL PAYMENT RECEIVED: |         | \$20.00 |

RECEIPT NUMBER: 00004047460  
ACCOUNT NUMBER: 00485994



*Riley C Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

## **EXHIBIT C**

### **SENIOR MANAGEMENT EXPERIENCE**

Managerial and Technical Experience  
Brief Resumes of Officers and Managers  
PNG Telecommunications, Inc.

**Bernie Stevens**  
**President and Chief Executive Officer**

Mr. Stevens has been involved in the telecommunications industry for the last decade and is the founder of PNG Telecommunications, Inc. Recognizing the opportunity to resell long distance, Mr. Stevens founded PNG in 1992. Prior to his experience in the telecommunications industry he served as president and general manager for an electronics distribution company that sold electronics supplies to rental stores. Mr. Stevens also served as general and sales manager of various consumer electronics companies in the Midwest and California. Mr. Stevens has a wide range of experience including turnaround and sales management. Mr. Stevens has developed PNG and now serves as its President and CEO. His duties are to direct and manage the overall operations of PNG. Mr. Stevens provides strategic and operation guidance and appraises the effectiveness of the organization. Mr. Stevens negotiates with carriers and is responsible for new services offered to customers. Mr. Stevens is a member of ASCENT and actively involved in local charity foundations. He attended Kent State University.

**Larry Moses**  
**Executive Vice President**

Mr. Moses has been involved with sales, marketing, financing and negotiations in many areas of business. He successfully built and trained large national sales forces in the telecommunications industry since 1988. In 1988, Mr. Moses played a vital role in the start-up of NTI, a large volume national pay phone company as an owner and was responsible for national sales. After the sale of NTI, Mr. Moses served as national sales manager for TLC and ITS national long distance companies. In 1993 Mr. Moses joined PNG as the director of sales. His primary responsibilities include recruiting and training sales agents and their networks. Mr. Moses negotiates programs with new agents and reviews orders for correct rate programs. He earned his Bachelor's degree in business management from Augustana College.

**Basil J. Kanno**  
**Chief Information Officer**

Mr. Kanno has more than 10 years of comprehensive information systems experience, with technical expertise across a wide range of operating systems, database management systems, programming languages and applications. At PNG, his responsibilities include ensuring that the company infrastructure optimally supports its operations; developing/directing all systems design programming/procedures; and providing leadership in systems applications. Prior to joining PNG, he served as Senior Consultant with Ernst & Young, LLP, a leading integrated professional services firm, where he led a team of software engineers and systems analysts in the build-out initiatives of a strategic application and was integral in the system analysis/design of an industry standard preorder/order electronic gateway to interface with Incumbent Local Exchange Carriers (ILECs); both achievements were for a Tier 1 telecommunications company. Before that, he was Senior Analyst for EXL Information Corp., a leader in delivering telecom industry billing solutions. While there, he did strategic system development and data modeling for the next generation of their flagship product.

**Ms. Alli Stevens**  
**Vice President, Operations**

Ms. Stevens has over 12 years experience in the telecommunications industry. At PowerNet Global she ensures that all operational processes result in higher productivity and customer satisfaction. Ms. Stevens spent 5 years in Operations at PowerNet Global before transitioning to the Business Application Solutions organization for the next 6 years. She gained extensive process, product, and systems experience in these roles, which led to her to the Vice President, Operations position in 2005. Ms. Stevens joined PowerNet Global in 1994 and has been a key contributor to the growth of the business. Ms. Stevens earned her degree in Computer Science from Miami University.

**Dennis M. Packer**  
**General Counsel**

Mr. Packer has more than eight years experience in the telecommunications industry working with carriers to ensure regulatory compliance and also providing counsel concerning general business and commercial law issues in the telecommunications industry. At PNG, Mr. Packer has overall responsibility for regulatory compliance and also oversees the legal aspects of PNG's relationships with its vendors, agents, customers and strategic partners. Prior to joining PNG, Mr. Packer was in private practice serving the legal needs of telecommunications carriers. Mr. Packer was also an associate at the noted Cincinnati firm of Brown, Cummins & Brown, specializing in business and commercial law, before leaving to establish his own telecommunications practice. Mr. Packer holds a Bachelors of Science from the University of Michigan and a JD from the University of Cincinnati College of Law. He is admitted to practice before the Supreme Court of Ohio and the United States District Court for the Southern District of Ohio. Mr. Packer is a member of the American Bar Association and the Federal Communications Bar Association.

**EXHIBIT D**

FINANCIAL INFORMATION  
**(CONFIDENTIAL- FILED UNDER SEAL)**

**EXHIBIT E**

**CORPORATE SURETY BOND**



U.S. BANK NATIONAL ASSOCIATION  
INTERNATIONAL DEPT. SL-MO-L2IL  
8<sup>TH</sup> AND LOCUST STREETS  
ST. LOUIS, MO 63101

SWIFT: USBKUS44STL  
TELEX: 192179  
TELEPHONE: 314-418-2875  
FACSIMILE: 314-418-1376

AUGUST 2, 2006

TO: TENNESSEE REGULATORY AUTHORITY  
STATE OF TENNESSEE  
460 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243-0505

RE: OUR STANDBY LETTER OF CREDIT NUMBER SLCCCN00759  
ISSUED IN FAVOR OF YOURSELVES AND FOR THE ACCOUNT OF PNG GLOBAL  
COMMUNICATIONS DBA POWERNET GLOBAL COMMUNICATIONS OR CROSS CONNECT  
CURRENT AMOUNT: USD20,000.00

PLEASE CONSIDER THIS LETTER AS OUR FORMAL NOTIFICATION TO DISREGARD OUR  
NOTICE OF NON-RENEWAL DATED JULY 31, 2006. THIS CREDIT WILL REMAIN  
AUTOMATICALLY RENEWABLE PER THE TERMS AND CONDITIONS OF THE LETTER OF  
CREDIT.

WE APOLOGIZE FOR ANY INCONVENIENCE.

REGARDS,

---

AUTHORIZED SIGNATURE/RXB9  
U.S. BANK NATIONAL ASSOCIATION  
INTERNATIONAL BANKING DEPARTMENT

CC: PNG TELECOMMUNICATIONS INC DBA  
POWERNET GLOBAL COMMUNICATIONS OR  
CROSS CONNECT  
100 COMMERCIAL DRIVE  
FAIRFIELD, OH 45014

WILLIAM BARKIE - RELATIONSHIP MANAGER CN-OH-0026

**EXHIBIT F**  
**PROPOSED TARIFF**



**TENNESSEE TELECOMMUNICATIONS TARIFF**

of

**PNG TELECOMMUNICATIONS, INC.**  
d/b/a PowerNet Global Communications

100 Commercial Drive  
Fairfield, OH 45014  
(513) 645-4932

Regulations and Schedule of Charges Applying to  
Competitive Facilities-Based and Resold Local  
Exchange Telecommunications Services

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed resold and facilities-based intrastate local exchange telecommunications services provided by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("Company") within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority ("Authority"). Copies may be inspected during normal business hours at the Company's principal place of business: 100 Commercial Drive, Fairfield, OH 45014, (866) 462-3269, and will be maintained on the Company's web site [www.powernetglobal.com](http://www.powernetglobal.com).

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Issued: November \_\_, 2006  
Issued By

Dennis M. Packer, General Counsel  
PNG Telecommunication, Inc.  
100 Commercial Drive  
Fairfield, OH 45014

Effective:

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### CHECK LIST

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

| Page No. | Page Version | Page No. | Page Version | Page No. | Page Version | Page No. | Page Version |
|----------|--------------|----------|--------------|----------|--------------|----------|--------------|
| Title    | Original     |          |              |          |              |          |              |
| 1        | Original     | 31       | Original     | 61       | Original     | 91       | Original     |
| 2        | Original     | 32       | Original     | 62       | Original     | 92       | Original     |
| 3        | Original     | 33       | Original     | 63       | Original     | 93       | Original     |
| 4        | Original     | 34       | Original     | 64       | Original     |          |              |
| 5        | Original     | 35       | Original     | 65       | Original     |          |              |
| 6        | Original     | 36       | Original     | 66       | Original     |          |              |
| 7        | Original     | 37       | Original     | 67       | Original     |          |              |
| 8        | Original     | 38       | Original     | 68       | Original     |          |              |
| 9        | Original     | 39       | Original     | 69       | Original     |          |              |
| 10       | Original     | 40       | Original     | 70       | Original     |          |              |
| 11       | Original     | 41       | Original     | 71       | Original     |          |              |
| 12       | Original     | 42       | Original     | 72       | Original     |          |              |
| 13       | Original     | 43       | Original     | 73       | Original     |          |              |
| 14       | Original     | 44       | Original     | 74       | Original     |          |              |
| 15       | Original     | 45       | Original     | 75       | Original     |          |              |
| 16       | Original     | 46       | Original     | 76       | Original     |          |              |
| 17       | Original     | 47       | Original     | 77       | Original     |          |              |
| 18       | Original     | 48       | Original     | 78       | Original     |          |              |
| 19       | Original     | 49       | Original     | 79       | Original     |          |              |
| 20       | Original     | 50       | Original     | 80       | Original     |          |              |
| 21       | Original     | 51       | Original     | 81       | Original     |          |              |
| 22       | Original     | 52       | Original     | 82       | Original     |          |              |
| 23       | Original     | 53       | Original     | 83       | Original     |          |              |
| 24       | Original     | 54       | Original     | 84       | Original     |          |              |
| 25       | Original     | 55       | Original     | 85       | Original     |          |              |
| 26       | Original     | 56       | Original     | 86       | Original     |          |              |
| 27       | Original     | 57       | Original     | 87       | Original     |          |              |
| 28       | Original     | 58       | Original     | 88       | Original     |          |              |
| 29       | Original     | 59       | Original     | 89       | Original     |          |              |
| 30       | Original     | 60       | Original     | 90       | Original     |          |              |

\* = New/Revised Page this issue

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Issued: November \_\_, 2006  
Issued By

Dennis M. Packer, General Counsel  
PNG Telecommunication, Inc.  
100 Commercial Drive  
Fairfield, OH 45014

Effective:

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## TABLE OF CONTENTS

|   |               |
|---|---------------|
| Title Page .....  | Title         |
| Check List .....  | 1             |
| Table of Contents .....   | 2             |
| Explanation of Symbols .....                                      | 4             |
| Tariff Format .....   | 5             |
| <br><b>Section 1 – Application of Tariff</b> .....                | <br><b>6</b>  |
| <br><b>Section 2 – Definition of Terms</b> .....                  | <br><b>7</b>  |
| <br><b>Section 3 – Rules and Regulations</b> .....                | <br><b>13</b> |
| 3.1. Undertaking of the Company .....                             | 13            |
| 3.2. Description of Service .....                                 | 14            |
| 3.3. Application for Service .....                                | 14            |
| 3.4. Shortage of Equipment or Facilities .....                    | 14            |
| 3.5. Terms and Conditions .....                                   | 15            |
| 3.6. Liability of the Company .....                               | 16            |
| 3.7. Notification of Service-Affecting Activities .....           | 17            |
| 3.8. Provision of Equipment and Facilities .....                  | 18            |
| 3.9. Nonroutine Installation .....                                | 26            |
| 3.10. Ownership of Facilities .....                               | 26            |
| 3.11. Optional Rates and Information Provided to the Public ..... | 26            |
| 3.12. Governmental Authorizations .....                           | 27            |
| 3.13. Obligations of the Customer .....                           | 28            |
| 3.14. Prohibited Uses .....                                       | 36            |
| 3.15. Payment for Service .....                                   | 32            |
| 3.16. Billing and Collection of Charges .....                     | 32            |
| 3.17. Advance Payments .....                                      | 33            |
| 3.18. Deposits .....  | 34            |
| 3.19. Discontinuance or Suspension of Service by Company .....    | 36            |

---

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Issued By

Dennis M. Packer, General Counsel  
PNG Telecommunication, Inc.  
100 Commercial Drive  
Fairfield, OH 45014

Effective:

---

**TABLE OF CONTENTS, Continued**

**Section 3 – Rules and Regulations, Continued**

|   |    |
|---|----|
| 3.20. Cancellation of Application for Service .....                             | 39 |
| 3.21. Changes in Service Requested .....  | 40 |
| 3.22. Suspension or Discontinuance of Service by Customer .....                 | 40 |
| 3.23. Taxes .....   | 41 |
| 3.24. Disputed Bills.....   | 42 |
| 3.25. Notices and Communications .....  | 44 |
| 3.26. Customer Equipment and Channels.....                                      | 45 |
| 3.27. Station Equipment.....  | 45 |
| 3.28. Interconnection of Facilities .....                                       | 46 |
| 3.29. Tests and Adjustments .....   | 46 |
| 3.30. Inspections .....   | 47 |
| 3.31. Interruptions in Service and Credit Allowances .....                      | 47 |
| 3.32. Special Construction .....  | 50 |
| 3.33. Special Assembly.....   | 53 |
| 3.34. Promotional Offerings .....   | 53 |
| 3.35. Individual Case Basis (ICB) Arrangements.....                             | 53 |
| 3.36. Telecommunications Relay Service (TRS).....                               | 53 |
| 3.37. Additional Provisions Applicable to Basic Local Service Subscribers ..... | 54 |

**Section 4 – Description of Service and Rates.....55**

|  |    |
|--|----|
| 4.1. Basic Local Exchange Services .....   | 55 |
| 4.2. IntraLATA and interLATA Presubscription.....  | 81 |
| 4.3. Dedicated Business Local Services (Integrated Services Digital Primary Rate<br>Interface Service/T-1) ..... | 82 |

**Section 5 – Local Service Areas .....**93

|  |    |
|--|----|
| 5.1. Local Service Area Description..... | 93 |
|--|----|

### **EXPLANATION OF SYMBOLS**

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

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (M) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

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Issued: November \_\_, 2006

Issued By

Dennis M. Packer, General Counsel  
PNG Telecommunication, Inc.  
100 Commercial Drive  
Fairfield, OH 45014

Effective:

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### TARIFF FORMAT

- A. Page Numbering:** Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, occasionally, when a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers:** Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Authority. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Authority follows in its tariff approval process, the most current Page number on file with the Authority is not always the Page in effect. Consult the Check Page for the Page currently in effect.
- C. Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Pages:** When a tariff filing is made with the Authority, an updated Check Page accompanies the tariff filing. The Check Page lists the Pages contained in the tariff with a cross-reference to the current revision number. When new Pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The tariff user should refer to the latest Check Page to find if a particular Page is the most current on file with the Authority.

---

**SECTION 1 – APPLICATION OF TARIFF**

- 1.1. This Tariff contains the regulations and rates applicable to furnishing of local exchange telecommunications Services provided by Company to Customers for telecommunications between points within the State of Tennessee. Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 1.2. The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local Exchange telephone company or other common Carrier for use in accessing the Services of Company.
- 1.3. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- 1.4. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Authority.
- 1.5. The Customer is entitled to limit the use of Company's Services by End Users at the Customer's facilities, and may use other common Carriers in addition to or in lieu of Company.
- 1.6. This Tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 100 Commercial Drive, Fairfield, OH 45014 and on the Company's web site, [www.powernetglobal.com](http://www.powernetglobal.com).

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Issued: November \_\_, 2006

Issued By

Dennis M. Packer, General Counsel  
PNG Telecommunication, Inc.  
100 Commercial Drive  
Fairfield, OH 45014

Effective:

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## SECTION 2 – DEFINITIONS

Certain terms used generally throughout this Tariff for Communications Service of this Company are defined below.

- 2.1. Access Line:** A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.
- 2.2. Advance Payment:** Part or all of a payment required before the start of Service.
- 2.3. Applicant:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided pursuant to this Tariff.
- 2.4. Authorized User:** A person, firm or corporation which is authorized by the Customer to be connected to the Service of the Customer.
- 2.5. Authority:** The Tennessee Regulatory Authority
- 2.6. B Channel:** Provides one voice or data Channel on the Primary Rate Interface or Primary Rate Port to the PSTN.
- 2.7. Basic Local Exchange Service:** Service that includes the following:  
  
Single-party Service;  
Voice grade access to the public switched network;  
Support for local use;  
Dual tone multifrequency signaling (touch-tone);  
Access to emergency Services (E911);  
Access to operator Services;  
Access to Interexchange Services;  
Access to directory assistance; and  
Toll limitation Services.
- 2.8. Business Customer:** A Business Customer is a Customer who subscribes to the PNG's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.



---

**SECTION 2 – DEFINITIONS, Continued**

- 2.9. Business Service:** Service will be classified as Business Service if:
- A. The Service is used primarily or substantially for a paid commercial, professional or institutional activity; or
  - B. The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
  - C. The Service number is listed as the principal or only number for a business in any telecommunications directory; or
  - D. The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.
- 2.10. Called Station:** The terminating point of a call (i.e., the called number).
- 2.11. Carrier:** An entity certified by the Authority to provide telecommunications Services within Tennessee. Companies providing telecommunications Services but for which certification is not required by Authority are also included in this definition.
- 2.12. Channel:** A communications path between two or more points of termination.
- 2.13. Company:** PNG Telecommunications, Inc., the issuer of this Tariff.
- 2.14. Customer Premises:** A location(s) designated by the Customer for the purposes of connecting to Company's Services.
- 2.15. Customer:** The person, firm or corporation which purchases Service and is responsible for the payment of charges and compliance with the Company's regulations.
- 2.16. D Channel:** Provides one Channel for the out-of-band signaling required. A single D Channel may control more than one Primary Rate Interface or Port.
- 2.17. Denied Service Restoral Charge:** a charge applying to the restoral of service to an individual line service, private branch exchange or Centrex system after denial of service for nonpayment.

---

**SECTION 2 – DEFINITIONS, Continued**

- 2.18. Disconnect or Disconnection:** The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.
- 2.19. Discontinue or Discontinuance:** A permanent cessation of telephone services.
- 2.20. End User:** Any person, firm, corporation, partnership or other entity which uses the Services of PNG under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.
- 2.21. End User Common Line Charge:** Charge assessed for each line between the premises of an end user and a Class 5 office that is used for local exchange service transmissions. The charge is compensation for use of the local loop for the purposes of originating/terminating interLATA long distance calls.
- 2.22. Exchange:** A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more central offices together with the associated plant used in furnishing communication Service in that area.
- 2.23. Exchange Area:** The territory included within the boundaries of an Exchange, as shown on maps on file with the Authority.
- 2.24. Facility:** Includes, in the aggregate or otherwise, but is not limited to, the following:
- |                      |             |
|----------------------|-------------|
| Channels             | Lines       |
| Apparatus            | Devices     |
| Equipment            | Accessories |
| Communications paths | Systems     |
- which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.
- 2.25. Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

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**SECTION 2 – DEFINITIONS, Continued**

- 2.26. Installation Charges:** Charges, which are assessed on a non-recurring basis at the establishment of a Service. The terms “Installation Charges” and “non-recurring charges” are used inter-changeably within this Tariff to refer to non-variable charges.
- 2.27. Interexchange:** Telephone calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.
- 2.28. InterLATA:** A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.
- 2.29. IntraLATA:** A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.
- 2.30. LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
- 2.31. Line Restoral Charge:** A charge applying to the restoral of service to each local exchange line, PBX trunk or WATS access line suspended at the request of the Customer or End User.
- 2.32. Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.
- 2.33. Local Exchange Carrier:** A company which furnishes Local Exchange telecommunications Service.
- 2.34. Local Exchange Service:** The furnishing of telecommunications Service to individual Residence and Business Customers within a specified geographical area for Basic Local Exchange Service.
- 2.35. Major Service Interruption:** An interruption of Customer Service due to the Company's negligence or due to its noncompliance with the provisions of this Tariff.
- 2.36. Operator Dialed Charge:** The End User places the call without dialing the destination number, although the capability to do it himself exists. The End User will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the Called Station.

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**SECTION 2 – DEFINITIONS, Continued**

- 2.37. Operator Dialed:** Applies a surcharge to operator Station, person-to-person, station collect, person collect and third party rated calls when the Customer has the capacity of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the Called Station.
- 2.38. Premises:** The space occupied by a Customer or Authorized User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.
- 2.39. Primary Rate Interface:** Provides a Digital multichannel transmission path between the Customer's PRI serving Central Office and the Customer's demarcation point. The Interface includes the PRI Port and the facility between the Customer's Premises and the PRI serving office.
- 2.40. Primary Rate Port:** A PRI connection that does not include the facility between the Customer's premises and the PRI serving office. The connection is made using a transport facility purchased separately and must be at a minimum DS1 level.
- 2.41. Recurring Charges:** The monthly charges to the Customer for Services, Facilities and equipment, which continue for the agreed upon duration of the Service.
- 2.42. Residential Customer:** A Residential Customer is a person to whom telecommunications Services are furnished by PNG predominantly for personal or domestic purposes at the person's dwelling.
- 2.43. Residential Service:** Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:
- A. The use of the Service is primarily and substantially of a social or domestic nature, and
  - B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.

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**SECTION 2 – DEFINITIONS, Continued**

- 2.44. 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 the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.
- 2.45. Service Order:** The written request for Company Services submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the Service is calculated from the Service Commencement Date.
- 2.46. Service(s):** The telecommunications Services that Company offers pursuant to this Tariff.
- 2.47. Station:** Telephone equipment from or to which calls are placed.
- 2.48. Station-to-Station:** Station-to-station calls are those calls where the person originating the call to an operator does not specify any particular person, station point or department. The call may be billed to the called party.
- 2.49. Suspend or Suspension:** The temporary cessation of individual telecommunications services to Customers, which may be followed by Disconnection.
- 2.50. Telecommunications Relay Service (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.
- 2.51. User:** A Customer or any other person authorized by a Customer to use Service provided to the Customer under a Company tariff.

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### **SECTION 3 – RULES AND REGULATIONS**

#### **3.1. UNDERTAKING OF THE COMPANY**

- 3.1.1.** The Company does not undertake to transmit messages but offers the use of its Facilities for the transmission of communications.
- 3.1.2.** Customers and Users may use Services and Facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the Services and Facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.
- 3.1.3.** The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance Services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.2. DESCRIPTION OF SERVICE**

Company Service consists of any of the Services offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via the Company's Facilities or in combination with transmission facilities provided by other certificated Carriers.

**3.3. APPLICATION FOR SERVICE**

A Customer desiring to obtain Service may be required to complete the appropriate Service Order form and submit the Service Order in compliance with Company subscription requirements as may be established from time to time.

**3.4. SHORTAGE OF EQUIPMENT OR FACILITIES**

**3.4.1.** The Company reserves the right to limit or to allocate the use of existing Facilities or of additional Facilities offered by the Company, when necessary because of lack of Facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.

**3.4.2.** The furnishing of Service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the reasonable capacity of the Company's Facilities as well as facilities the Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of the Company.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.5. TERMS AND CONDITIONS**

- 3.5.1.** Service shall be provided and billed on the basis of a minimum period of at least one month. The Customer must pay the regular tariffed rate for Service for the minimum period of Service if Service is Discontinued during the initial minimum Service period. If a Customer Discontinues Service after the initial minimum Service period has ended, then the Customer will be billed pro rata for Services rendered.
- 3.5.2.** Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 3.5.3.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless Discontinued by either party. Any Discontinuance shall not relieve Customer of the Customer's obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the Discontinuance of the term of the Service Order shall survive such Discontinuance.
- 3.5.4.** The tariffs of the Company shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.



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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.6. LIABILITY OF THE COMPANY**

**3.6.1. Generally** -Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because interruptions and errors incident to these Services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

**3.6.2. Limits of Liability:** The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, Disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. 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, acts of a third party, or the acts or omissions of Company, its employees or agents.

Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- A. **Circumstances Beyond the Company's Control:** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the Company's employees.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.6. LIABILITY OF THE COMPANY, Continued**

**3.6.2. Limits of Liability, Continued**

- B. Acts of Other Entities: 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, or (b) for the acts or omissions of other Carriers or suppliers.
- C. Acts of the Customer: The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises equipment purchased or leased from the Company by the Customer.
- D. Damage to Customer's Premises: 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. No agents or employees of other participating Carriers, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.
- E. Liability for Acts of Other Carriers or Companies: The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.6. LIABILITY OF THE COMPANY, Continued**

**3.6.2. Limits of Liability, Continued**

- F. Liability for Transmission Errors and Personal Injury- The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company,
1. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
  2. not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- G. Discontinuance of Service: The Company shall not be liable for the Discontinuance of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Discontinuance of Service complied with the applicable rules and regulations; or
- H. Violations: The Company shall not be liable for violations of the obligations of the Customer under this Tariff; or
- I. Interruption: The Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.6. LIABILITY OF THE COMPANY, Continued**

**3.6.2. Limits of Liability, Continued**

- J. Loss, Destruction or Damage: The Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
- K. Unlawful Acts: The Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Disclosure: The Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or
- M. Fees: The Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or
- N. Unauthorized Use: The Company shall not be liable for any unauthorized use of the Service provided to Customer.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.6. LIABILITY OF THE COMPANY, Continued**

**3.6.3. Indemnification:** The Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the Service against any claim, loss or damage arising directly or indirectly from Customer's use of Services furnished under this Tariff, including:

- A. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; or
- B. a breach in the privacy or security of communications transmitted over Company's Facilities; or
- C. patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from
  - 1. combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or
  - 2. use of Services, functions, or products, which Company furnished in a manner, Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
  - 3. all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this Tariff; or
  - 4. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.6. LIABILITY OF THE COMPANY, Continued**

**3.6.3. Indemnification, Continued**

- D. Limitations of Damages and of Period for Bringing Claims: The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than three years after the Service related to the claim is rendered.
- E. Express and Implied Warranties: 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.
- F. Service Installation and Operation in Hazardous Locations: The Company does not guarantee or make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. 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 the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this Section 3.6.3 (F) as a condition precedent to such installations.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.6. LIABILITY OF THE COMPANY, Continued**

**3.6.3. Indemnification, Continued**

- G. Connection to the Company's Network: The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.
- H. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.6. LIABILITY OF THE COMPANY, Continued**

**3.6.3. Indemnification, Continued**

- I. Errors in Billing: The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- J. Provision of Service: the Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 3.6.2., or for any failure to provide or maintain Service at any particular performance level, unless required by Tennessee law or Authority rules and regulations.
- K. Entire Liability: The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific Services giving rise to the claim. No action or proceeding against the Company shall be commenced more than three years after the Service is rendered.

**3.7. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES**

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



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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.8. PROVISION OF EQUIPMENT AND FACILITIES**

- 3.8.1.** All Services along the Facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 3.8.2.** The Company may undertake to 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.
- 3.8.3.** The Company undertakes to use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer or Authorized User may not, nor may they permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise tamper with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.
- 3.8.4.** Equipment the Company provides or installs at the Customer's Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 3.8.5.** The Customer shall be responsible for the payment of Service charges as set forth in this Tariff for visits by the Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of equipment or facilities the Customer or Authorized User provided.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.8. PROVISION OF EQUIPMENT AND FACILITIES, Continued**

- 3.8.6.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities; subject to this responsibility the Company shall not be responsible for:
- A. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - B. The reception of signals by Customer provided equipment. The Customer or Authorized User is responsible for ensuring that Customer provided equipment connected to Company equipment and Facilities is compatible with such Company equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's Facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's Facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
  - C. Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Company Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
  - D. Company may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carrier which are applicable to such connections.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.9. NONROUTINE INSTALLATION**

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

**3.10. OWNERSHIP OF FACILITIES**

Title to all Facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other Facilities and associated equipment provided by the Company hereunder.

**3.11. OPTIONAL RATES AND INFORMATION PROVIDED TO THE PUBLIC**

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their Service. Pertinent information regarding the Company's Services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. In the event of prior knowledge of an interruption of Service for a period exceeding one day, the Customers will, if feasible, be notified at least one week in advance.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.12. GOVERNMENTAL AUTHORIZATIONS**

The provision of Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.13. OBLIGATIONS OF THE CUSTOMER**

The Customer shall be responsible for:

- 3.13.1. the payment of all applicable charges pursuant to the tariffs of the Company;
- 3.13.2. damage to or loss of the Company's Facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.13.3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company Facilities and equipment installed on the Premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- 3.13.4. any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where Service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided Facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. 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 3 – RULES AND REGULATIONS, Continued**

**3.13. OBLIGATIONS OF THE CUSTOMER, Continued**

- 3.13.5.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which the Company's employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain the Company's Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;
- 3.13.6.** identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 3.13.7.** 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 the Company's Facilities and equipment in any Customer or User Premises or the rights-of-way for which Customer is responsible under Section 3.13.4; and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Discontinuance of Service as stated herein, removing the Facilities or equipment of the Company;
- 3.13.8.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.13.9.** making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.14. PROHIBITED USES**

- 3.14.1.** 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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 3.14.2.** Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 3.14.3.** The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Authority regulations, policies, orders, and decisions.
- 3.14.4.** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.14.5.** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.14. PROHIBITED USES, Continued**

- 3.14.6.** A Customer may not use the Services in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 3.14.7.** A Customer may not use the Services in any manner so as to annoy, abuse, threaten, or harass other persons.
- 3.14.8.** The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 3.14.9.** Customer use of any resold Service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.14.10.** A Customer or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.
- 3.14.11.** A Customer shall not use any service mark, trade mark or trade name of Company or refer to Company in connection with any product, equipment, promotion or publication of the Customer without the approval of Company.



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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.15. PAYMENT FOR SERVICE**

The Customer is responsible for the payment of all charges for Facilities and Services 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.

**3.16. BILLING AND COLLECTION OF CHARGES**

**3.16.1.** Nonrecurring charges are due and payable within 30 days as indicated on the due date on an invoice received by Customer from the Company.

**3.16.2.** The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within 30 days as indicated on the due date of the invoice.

**3.16.3.** Charges based on usage will be included on the next invoice rendered following the end of the billing cycle in which the usage occurs, and will be due and payable within 30 days as indicated on the invoice due date.

**3.16.4.** When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

**3.16.5.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or Facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or Facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.16. BILLING AND COLLECTION OF CHARGES, Continued**

- 3.16.6.** Late payment charges of one and one-half (1.5) percent may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.

**3.17. ADVANCE PAYMENTS**

- 3.17.1.** To safeguard its interests, the Company may require a Customer to make an Advance Payment before Services and Facilities are furnished. The Advance Payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated usage and Recurring Charges for the Service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated nonrecurring charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill and may be required in addition to a deposit.
- 3.17.2.** A Customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due Company and may be required to pay reconnect charges.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.18. DEPOSITS**

**3.18.1. General**

- A. The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit will not exceed the equivalent of the Customers estimated liability for two months usage. All Applicants and existing Customers shall be treated uniformly for the determination and application of deposits.
- B. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to Advance Payments, or the prompt payment of bills on presentation.
- C. The Company will pay interest on deposits held longer than 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Authority shall notify the Company in January of each year of the interest rate prevailing for that year.
- D. At the option of the Customer making a security deposit, the Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer deposits may be refunded by the Company at any time. Residential Customer's deposits will not be held longer than one year and all other deposits will not be held longer than two years provided the Customer has established satisfactory credit during the period.
- E. When the Company requires a deposit from any Residential Customer, said Customer shall be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars (\$40.00). Provided, however, that the Company shall have the discretion to allow payment of any deposit (more or less than \$40.00) over a longer period of time to avoid undue hardship.

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Issued By

Dennis M. Packer, General Counsel  
PNG Telecommunication, Inc.  
100 Commercial Drive  
Fairfield, OH 45014

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.18. DEPOSITS, Continued**

**3.18.2. Return of Deposit Upon Discontinuance of Service**

When Service is discontinued, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing Customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without Suspension for nonpayment and with no more than one notification of intent to Suspend Service for nonpayment.

**3.18.3. Services for Which Non-Payment May or May Not Result in Discontinuance**

- A. Non-payment of noncompetitive tariffed services, regulated by the Authority, billed on a Customer's local Service account may result in Discontinuance of that Customer's local telephone Service. Examples of Services which non-payment of will not result in the Discontinuance of local Service are: toll Services (inter or intraLATA), voice mail, Internet, paging and any charges not billed on behalf of the Company, i.e., charges billed for long distance Carriers and non-telecommunications carriers; and federally-imposed Customer charges and taxes (and certain state and local charges and taxes) such as the subscriber line charge, local number portability charge, and E911 tax. The Company will note on the Customer bill those items that non-payment of may lead to Discontinuance of local telephone Service.
- B. The Company will not Discontinue Customers' local Service for non-payment of regulated noncompetitive tariffed Services without first giving the Customer 10 days written notice as provided in Section 3.19. of this Tariff.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY**

Pursuant to Tennessee Rule 1220-4-2-.12, Service may be refused or discontinued for all of the following reasons:

**3.19.1. Disconnection or Suspension of Service**

- A. The Company may disconnect Service, or may withhold the provision of ordered or contracted Service, without advance written notice under the following conditions:
  - 1. The existence of an obvious hazard to the safety or health of the Customer, the general population, or the Company's personnel or facilities; or
  - 2. The Company has evidence of tampering or evidence of fraud.
- B. The Company may disconnect Service, or may withhold the provision of ordered or contracted Service, beginning five (5) days from the date of mailing written notice under the following conditions:
  - 1. Customer violation of this Tariff or any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations; or
  - 2. Failure of the Customer to pay a bill for Service; or
  - 3. Failure to meet or maintain the Company's credit and Deposit requirements; or
  - 4. Failure of the Customer to provide the Company reasonable access to its equipment and property; or
  - 5. Customer breach of Contract for Service between the Company and the Customer; or
  - 6. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction; or
  - 7. Unauthorized resale of equipment or Service or abusive or fraudulent use.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued**

**3.19.1. Disconnection or Suspension of Service, Continued**

8. In the event of abuse or fraudulent use of Service;

Abuse or fraudulent use of Service includes:

- a. The use of Service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an applicable charge;
- b. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the established charge for such Service.

9. In the event that the Customer abandons Service;

10. For use of foul or profane language over the Service;

11. For impersonation of another person with fraudulent intent over the Service;

12. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued**

**3.19.2. Duration of Suspension**

The Company may continue Suspension of Service until all charges due have been paid and all violations have ceased. During the period of such Suspension all monthly recurring charges apply. Should the Customer fail to comply with the Company's instructions during the Suspension period, Service will be Discontinued and the Customer must pay the Denied Service Restoral Charge in addition to all applicable monthly Service charges before Service will be restored.

**3.19.3. When Service May be Disconnected**

The Company may Disconnect the Service without Suspension of Service or following Suspension of Service, and disconnect and remove any of its equipment from the Customer's Premises. If Service is Disconnected after a Suspension, the date of Disconnection is considered to be the date Service was Suspended.

A Customer's Local Exchange Service may only be Disconnected for non-payment of noncompetitive tariffed Services regulated by the Authority. Local Exchange Service may not be Disconnected for non-payment of toll Services, voice mail, Internet, paging, charges not billed on behalf of the Company and federally imposed Customer charges and taxes.

**3.19.4. Resumption of Service**

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion and Customer pays a deposit at Company's discretion. All applicable nonrecurring charges shall apply when Services are restored.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.20. CANCELLATION OF APPLICATION FOR SERVICE**

- 3.20.1.** Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- 3.20.2.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including Installation Charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun (all discounted to present value at six percent (6%)).
- 3.20.3.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, the charges set forth in Section 3.33 of this Tariff will apply.
- 3.20.4.** Unless otherwise provided in this Tariff, the special charges described above, will be calculated and applied on a case-by-case basis.



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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.21. CHANGES IN SERVICE REQUESTED**

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

**3.22. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER**

- 3.22.1.** Customers may Suspend or Discontinue Service by providing written or verbal notice to Company prior to Suspension or Discontinuance. Notice must specify the date on which Service is to be Suspended or Discontinued.
- 3.22.2.** The Customer remains responsible for all Service charges until the day and time on which Service is actually Suspended or Discontinued.
- 3.22.3.** If Customer Discontinues Service before Company completes installation of the Service and at the time of Discontinuance Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including Installation Charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.
- 3.22.4.** If the Customer Discontinues Service after Company has completed installation, the charge set forth in Subsection 3.22.3 above will apply to the extent Company has not yet recovered the costs described therein. In addition, the minimum Service period obligations. will apply regardless of whether Service has been initiated and the charges in Section 4 will apply.
- 3.22.5.** In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.
- 3.22.6.** Customers must pay a Line Restoral Charge prior to Restoral of Service Suspended at Customer's request.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.22. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER,**  
Continued

**3.22.7.** If a Customer cancels a Service Order, or Discontinues Service before the completion of the term of a Customer executed contract for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the Discontinuance and to pay under the terms set forth in this Tariff all costs, fees and expenses reasonably incurred in connection with:

- A. all Nonrecurring charges as specified in this Tariff or other Company tariffs, plus
- B. any Discontinuance, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C. all Recurring Charges specified in this Tariff or other Company tariffs for the balance of the then current term.
- D. a percentage up to the entire committed total of all usage charges due to Company over the term.

**3.23. TAXES**

The Customer is responsible for the payment of 911 taxes, Telecommunications Relay Service, Local Number Portability, and Rights of Way fees, Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on corporations. 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. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.24. DISPUTED BILLS**

- 3.24.1.** Billing disputes should be addressed to the Company's Customer Service organization via telephone to 800-860-9495. Customer Service representatives are available from twenty-four hours a day, seven (7) days a week.

Customer may also direct inquiries or complaints regarding Service or accounting in writing to the Company at:

PNG Telecommunications, Inc.  
Attention: Customer Service  
100 Commercial Drive  
Fairfield, OH 45014

- 3.24.2.** In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:
- A. First, Customer requests, and Company will comply with the request, an Investigation and review of the disputed amount. Customer must pay the undisputed portion of the bill by the Due by Date shown on the bill.
  - B. The Customer may pay the disputed portion of the bill by the Due by Date shown on the bill. However, Service will not be subject to Discontinuance if the disputed amount is not paid during the pendency of the investigation.
  - C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Authority for its investigation and decision.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.24. DISPUTED BILLS, Continued**

**3.24.2., Continued**

D. After the investigation and review are completed by Company as noted in Subsection A above, and the dispute is resolved indicating that the disputed amount is due and payable to the Company, the disputed amount becomes due and payable at once. In order to avoid Discontinuance of Service, the disputed amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed, the dispute has been resolved and that such payment must be made or Service will be Suspended or Discontinued. However, the Service will not be Suspended or Discontinued prior to the Due By Date shown on the bill. Failure to pay non-regulated or competitive Services charges will not result in Discontinuance of Basic Local Service.

E. The address and telephone number of the Authority are:

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243  
Telephone: 615.741.2904

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.25. NOTICES AND COMMUNICATIONS**

- 3.25.1.** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 3.25.2.** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- 3.25.3.** All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 3.25.4.** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.26. CUSTOMER EQUIPMENT AND CHANNELS**

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

**3.27. STATION EQUIPMENT**

- 3.27.1.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 3.27.2.** The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 3.27.3.** Customer provided Station equipment may be attached to Services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- 3.27.4.** The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, Disconnects or other Service problems caused by the use of Customer-owned equipment.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.28. INTERCONNECTION OF FACILITIES**

- 3.28.1.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 3.28.2.** Communications Services may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers which are applicable to such connections.
- 3.28.3.** Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

**3.29. TESTS AND ADJUSTMENTS**

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's Facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.30. INSPECTIONS**

- 3.30.1.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 3.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 3.30.2.** 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.



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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.31. INTERRUPTIONS IN SERVICE AND CREDIT ALLOWANCES**

- 3.31.1** For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.
- 3.31.2.** Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.
- 3.31.3.** Allowances for interruptions of Service are subject to the limitations set forth in Section 3.6., and will not be given for:
- A. interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer of an Authorized User, or other common Carrier providing service connected to the Service of the Company;
  - B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common Carriers connected to the Company's Facilities;
  - C. interruptions of Service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, or other common Carrier providing service connected to the Services or Facilities of the Company;
  - D. interruptions of Service during any period in which the Company is not given full and free access to its Facilities and equipment for the purpose of investigating and correcting interruptions;
  - E. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.31. INTERRUPTIONS IN SERVICE AND CREDIT ALLOWANCES, Continued**

**3.31.3., Continued:**

- F. interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- G. interruption of Service due to circumstances or causes beyond the control of the Company; and
- H. interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**3.31.4.** For purposes of computing a credit under this Section 3.32, every month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than four hours. Company will credit the Customer for an interruption of four (4) hours or more at the rate of 1/720th of the monthly charge for the Service affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected Service

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.32. SPECIAL CONSTRUCTION**

**3.32.1. General**

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

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

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.32. SPECIAL CONSTRUCTION, Continued**

**3.32.2. Basis for Charges**

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) Cancellation or Discontinuance liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the Facilities provided.

**3.32.3. Basis for Cost Computation**

Costs may include one or more of the following items to the extent they are applicable:

- A. installed costs of the Facilities to be provided including estimated costs for the rearrangements of existing Facilities. Installed costs include the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation,
  - 4. rights of way, and
  - 5. any other item chargeable to the capital account;

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.32. SPECIAL CONSTRUCTION, Continued**

**3.32.3. Basis for Cost Computation**

- B. annual charges including the following:
1. cost of maintenance;
  2. depreciation on the estimated installed cost of any Facilities provided, based on the anticipated useful Service life of the Facilities with an appropriate allowance for the estimated net salvage;
  3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  4. any other identifiable costs related to the Facilities provided; and
  5. an amount for return and contingencies

**3.32.4. Early Discontinuance Liability**

- A. To the extent that there is no other requirement for use by the Company, the Customer may have a Discontinuance liability for Facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.
- B. The maximum liability is equal to the total cost of the special Facility as determined above, adjusted to reflect the redetermined estimate net salvage, including any reuse of the Facilities provided.
- C. The maximum liability as determined in subsection (A) above shall be divided by the original term of Service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's liability shall be equal to this monthly amount multiplied by the remaining unexpired term of Service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.33. SPECIAL ASSEMBLY**

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

The Company will maintain records of its Special Assembly contracts for Authority review as conditions or circumstances may require.

**3.34. PROMOTIONAL OFFERINGS**

The Company may make promotional offerings of its tariffed Services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offer. The Company will submit its Promotions by letter to the Authority Staff outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates in lieu of filing language in the tariff.

**3.35. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will maintain records of its ICBs for Authority review as conditions or circumstances may require.

**3.36. TELECOMMUNICATIONS RELAY SERVICE (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Authority. The customer may access TRS via the Company by either TRS's toll tree 800 number or by dialing the 711 service access code.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.37. ADDITIONAL PROVISIONS APPLICABLE TO BASIC LOCAL SERVICE SUBSCRIBERS**

**3.37.1. Preferred Carrier Freezes**

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

- A. In written form by the use of a Letter of Agency (LOA) that must conform with Rule 1220-4.2-.56 (2)(a), The Tennessee Verification of Orders for Changes of Long Distance Carrier; or
- B. Verbally with a call between the subscriber and the Company; or
- C. Verbally with a three-way conference call between the Company, the subscriber, and the preferred carrier.

At the time a subscriber makes a request to the Company to place a freeze on their account, the Company will send the subscriber a confirmation letter. The Company does not guarantee that by placing a freeze on the subscriber's account that the preferred carrier cannot be changed without the subscriber's consent. The Company shall not be liable for any damages that may occur if the preferred carrier is changed without the subscriber's consent as long as the Company has fully complied with the requirements specified in Rule 1220-4-2-.56 (2). The Tennessee Verification of Orders for Changes of Long Distance Carriers.

This offering in no way nullifies the Company's responsibility to verify the service provider changes as outlined in Rule 1220-4-2-.56 (2), the Tennessee Verification of Orders for Changes of Long Distance Carriers.

**3.37.2. Carrier Change Charge**

After the initial 30-day period, or at any time after an initial carrier selection has been made, any carrier selection or change is subject to a \$5.00 Non-Recurring Charge, per change, per line.

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## SECTION 4 – DESCRIPTION OF SERVICE AND RATES

### 4.1. BASIC LOCAL EXCHANGE SERVICE

#### 4.1.1. Description of Services

The Company provides switched, telephonic-quality voice Services that enable Users to communicate on a real-time basis between points in the State of Tennessee, as well as ancillary Services that facilitate the use or expand the capabilities of switched communications Services. Services may be provided by Company through resale of services provided by other telephone companies.

A. **Basic Local Exchange Service** – provides a Customer with a telephonic connection to, and a unique telephone number on, PNG's switching network which enables the Customer to:

1. receive calls from other Stations on the public switched telephone network;
2. access Company's Local Calling Services and other Services as set forth in this Tariff;
3. access Interexchange calling Services of Company and of other Carriers;
4. access (at no additional charge) to Company's operators and business office for Service related assistance;
5. access toll-free telecommunications Services such as 800 NPA; and access toll-free emergency Services by dialing 0 or 9-1-1 (where available);
6. access relay Services for the hearing and/or speech impaired.

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information Services (e.g. NPA 700, 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information Services will be blocked by Company's switch at no charge upon Customer request. Company Customers may also be provided with Collect Call Blocking, Person-to-Person and Third Party Billing blocking service upon request. Each Basic Local Exchange Service corresponds to one or more telephonic communications Channels that can be used to place or receive one call at a time.

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Issued: November \_\_, 2006

Issued By

Dennis M. Packer, General Counsel  
PNG Telecommunication, Inc.  
100 Commercial Drive  
Fairfield, OH 45014

Effective:



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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.1. Description of Services, Continued**

**B. Exchange Access Line** – Individual line Residence and Business Service is comprised of Exchange Access Lines defined as the Service Central Office line equipment and all Company plant Facilities up to the demarcation point. These Facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll Service and for local calling appropriate to the Tariffed use offering selected by the Customer.

**C. Timing of Calls**

1. Calls are billed in one (1) minute increments unless otherwise noted.
2. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment.
3. Calls less than the minimum length will be rounded to the minimum length.
4. There is no billing for incomplete calls
5. For Station to Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.
6. For person to person calls, call timing begins when connection is established between the calling person and the particular person, Station or mobile unit specified or an agreed alternate.
7. Call timing ends when the calling Station "hangs up," thereby releasing the network connection. If the Called Station "hangs up" but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.2. Services Offered**

**A. Residential Basic Local Exchange Services**

1. *Call to Connect Simple* - Provides Customers with Unlimited locals calls and thirty (30) minutes of unlimited long distance calling in the United States. Additional toll intraLATA and interLATA billed at a per minute rate.
2. *Call to Connect* - Provides Customers with Unlimited locals calls and one hundred (120) minutes of unlimited long distance calling in the United States. Additional toll intraLATA and interLATA billed at a per minute rate.
3. *Call to Connect Plus* - Provides Customers with Unlimited locals calls and one hundred (120) minutes of unlimited long distance calling in the United States, as well as the following custom calling features: Caller ID with name, Call Waiting and Caller ID Waiting. Additional toll intraLATA and interLATA billed at a per minute rate.

**B. Business Basic Local Exchange Services**

[Reserved for Future Use]

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.3. Directory Listings**

**General**

**A. Primary Listing**

For each Customer of Company-provided Exchange Access Service(s), Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple Premises served by Company, Company will arrange for a listing of the main billing telephone number at each premise, at a Customer's option. Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein. The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated. The primary listing for business service is ordinarily the name of the Customer or the name under which a business is regularly conducted. For business services, additional listings are available only in the name of an authorized user of the customer's service. Business additional listings are not permitted in connection with residence service. Business additional listings may be provided in connection with Joint User Service with one additional listing offered at no charge for each joint user on a customer's service

**B. Length of Directory White Pages Listing**

The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.3. Directory Listings, Continued**

**General, Continued**

**C. Right of Refusal**

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

**D. Sections**

Each White Pages Directory Listing must be designated as either “Government”, “Business” or “Residence” so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the User of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.3. Directory Listings, Continued**

**General, Continued**

**E. Schedule**

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

**F. Other Requirements**

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.3. Directory Listings, Continued**

**Descriptions**

White Pages Directory Listings are provided in connection with each Customer's Service as specified herein.

**A. Primary Listing**

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with Local Exchange Service at no additional charge.

**B. Additional Listings**

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's Service, as defined herein. Rates for additional listings are specified in this Price List.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.3. Directory Listings, Continued**

**Non-Listed and Non-Published Service**

- A. Non-Listed Telephone Number - At the customer's request, non-listed telephone service will be furnished which will provide for the omission or deletion of the customer's telephone number from the telephone directory. The telephone listing will be available through directory assistance and other records that will be given to any calling party. Charges for non-listed telephone numbers are as specified.
- B. Non-Published Telephone Number - At the customer's request, a non-published telephone service will be furnished which will provide for omission or deletion of the customer's telephone number from the telephone directory and from the directory assistance records. The Company will make every effort to prevent disclosure of non-published numbers but will not be liable should such number be divulged inadvertently. When a call is placed to the Emergency 9-1-1 Service and the source of the call or the location of the call is associated with a nonpublished telephone number, the Company will release (to the appropriate local government authority responsible for the Emergency 9-1-1 Service), the name and address of the calling party and/or be name and address associated with the emergency location, where such information can be determined. Charges for non-published telephone numbers are as specified.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.4. Directory Assistance Service**

- A. The Company furnishes Local Directory Assistance Service ("DA") for the purpose of aiding customers in obtaining telephone numbers through arrangements with the incumbent Local Exchange Carrier. Customers are allowed two requests per call. For an additional "Connect Request" charge, the Operator will call the requested number on the customer's behalf. When a party requests assistance in obtaining and/or calling to the telephone numbers of customers who are located within the same local calling area as the number the party is calling from, additional charges apply.
- B. In order to make allowance for a reasonable need for local calling area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three calls for telephone numbers of customers who are located within the calling area of the calling party per month per station access line. The allowance is cumulative for all group billed services furnished on the same premises or as part of the same system within an exchange.
- C. Charges for DA are not applicable to calls placed from hospital services or calls placed from telephones where the customer or, in the case of residence service, a member of the Customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.



**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.5. Operator Assisted Calls**

**Description**

Company provides access to operators for completion of Emergency 911 calls and station-to-station calling only.

- A. **E-911:** Customers can obtain access to an operator for emergency 911 purposes, at no charge, by dialing 911.
- B. **Station to Station:** Station-to-station calls are those calls where the person originating the call to an operator does not specify any particular person, station point or department.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.6. Operator Verification and Emergency Interrupt Service**

**General**

Upon request, subject to technical limitations, the Company's operator will verify that a conversation exists on a line and will interrupt a communication in progress to announce that someone is trying to call.

**Application of Rates**

- A. No charge will apply if the requesting Customer identifies that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency, which is operated by the Federal, state or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situation. Such agencies include the local police, state police, fire department, etc.
- B. Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.
- C. If the number verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the charges for Operator Assisted Local Calls as set forth in Section 4.3 of this Tariff apply in addition to the applicable verification and emergency interrupt charges.
- D. No charge will apply if, during the line verification, such verification indicates that a trouble condition exists necessitating repair of Company equipment or facilities.
- E. Charges for specialized operator services may be waived by the operator for calls from individuals who have an emergency where life and/or property are in danger.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.7. Custom Calling Features**

**Generally**

Certain Custom Calling Features in this section are included in Network Exchange Bundled Service packages offered by Company. Other Custom Calling Services described below also may be purchased in addition to the Services included in a particular package but these features are available only when purchased in combination with a Company provided Network Exchange Bundled Service.

**Feature Descriptions**

- A. **Anonymous Call Rejection** is an arrangement that allows a called party to reject calls from parties that have activated the \*67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID - Number Only subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the call again, without activating the \*67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This arrangement is included with the Caller ID – Number Only and Caller ID features and is available to non-Caller ID –Number Only/Caller ID Customers.
- B. **Call Blocking** – allows Customers to block calls from different telephone numbers. A screening list is created by the Customer either by adding the last number with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such number hear an announcement that the calling party is not accepting calls.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.7. Custom Calling Features, Continued**

- C. **Call Forwarding - Fixed, Busy Line No Answer** – This feature, when activated, redirects attempted terminating calls to another Company-specified line. Call originating ability is not affected by Call Forwarding-Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call.
- D. **Call Forwarding -Variable** – a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Variable is billed for the forwarded leg of the call.
- E. **Call Waiting with Caller ID with Name** – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and/or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting with Caller ID with Name Service requires the use of specialized Customer provided equipment not provided by Company. It is the Customer's responsibility to obtain such Customer provided equipment.
- F. **Caller ID Per Line Blocking** – allows a Customer to prevent the transmission and display of their directory number and/or directory name information on outgoing calls. Line Blocking is in operation on a continuous basis and is applicable on all outgoing calls from Customer's blocked line. Line Blocking does not prevent transmission of the calling party information to emergency Services that utilize automatic number identification for delivery of the calling information.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.7. Custom Calling Features, Continued**

- G. **Caller ID with Name** – allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records that name, number, date and time of each incoming call – including calls that are not answered by the Customer. Caller ID Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- H. **Speed Calling** – allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.
- I. **Three-Way Calling** – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may Disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used with both outgoing and incoming calls.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.7. Custom Calling Features, Continued**

**J. Per Use Custom Calling Features**

1. **Last Return Call (\*69)** – This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (\*69), the customer dials a code, then hears an announcement of the telephone number of the last party that called. If the customer wishes to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned.
2. **Caller ID Blocking (\*67)** – blocks the Customer's name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing \*67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Caller ID Blocking is provided at no charge.
3. **Repeat Dialing (\*66)** – automatically redials the last telephone number the Customer dialed. If the number is busy, this Service will keep dialing the busy number up to 30 minutes and alert the Customer with a special ring when the line is free. The call will automatically be made when the Customer picks up the receiver. Repeat Dialing does not tie up the Customer's line, allowing the Customer to make and receive calls while it attempts to redial in the background

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.8. Emergency Telephone Service (E-911)**

- A. Enhanced 9-1-1 service" or " E-911" is a service consisting of telephone network features and Public Safety Answering Points (PSAPs) provided for Customers to reach a PSAP by dialing the digits "9-1-1." Such service automatically directs 9-1-1 emergency telephone calls to the appropriate PSAPs by selective routing based on the geographical location from which the emergency call originated and provides the capability for Automatic Number Identification and Automatic Location Identification features.
- B. All E-911 calls will be placed by the calling party via interconnection with a local exchange carrier or an interexchange carrier other than the Company. The Company cannot guarantee the completion of said E-911 call, the quality of the call or any features that may otherwise be provided with E-911 Service, except to the extent guaranteed in the Company's interconnection or resale agreements with the incumbent local exchange carrier or other facilities provider.
- C. This service is offered as an aid in handling assistance calls in connection with, fire, police and other emergencies and does not create any relationship or obligation direct or indirect, to any person. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the Tariff rate for the service or facilities provided to the Customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer of the service.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.8. Emergency Telephone Service (E-911), Continued**

- D. Further, each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or 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, location or use of E-911 service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection 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 E-911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.
- E. A 911 tax will be billed to the Customer, as indicated in Section 3.23 of this Tariff, when imposed by the local government of the service address of the Customer.

**4.1.9. Call Blocking Services**

Customers will be provided, either directly or through arrangements with other carriers, blocking of 900 and 700 type services upon Customer request. Customers will not be charged to initiate or remove 900 and 700 type blocking service. Customers may request collect call, person-to-person and third party billed call blocking.



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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.10. Application of Rates**

- A. Company offers basic local exchange service, and bundled services that combine local exchange services and other services that are not regulated under this Tariff.
- B. The following sections set forth the rules and regulations governing the application of rates for Basic Local Service, including the following general rate categories:

- Nonrecurring Charges, including charges for Customer service orders and Customer connection to and installation of Facilities and Services; and
- Monthly Rates for availability and use of Facilities and Services.

1. Connection/Installation Charges

- a. Connection/Installation Charges are nonrecurring charges for establishing Services and apply to 1) installation of a new Service; 2) transfer of an existing Service to a different location; 3) change from one Class Of Service to another at the same or a different location; and 4) installation of an additional line. Connection/Installation Charges are incurred by Customer-initiated request and are in addition to all other scheduled rates and charges, unless specifically exempted in this or other sections of this Tariff.
- b. The charges specified herein reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
- c. Customer requests for expedited Services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Service Connection/Installation Charges.

2. Service Order Charge

A Service Order Charge will apply to each initial order and to service moves and changes.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.10. Application of Rates, Continued**

**C. Determination of Airline Miles - Measured Rate Service Distance Calculation**

To determine the rate distance between any two rate centers proceed as follows:

1. Obtain the "V" and "H" coordinates for each rate center-- V&H Coordinates can be obtained either from the Company or Telcordia or other national telecommunication products.
2. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates\*.
3. Divide each of the differences obtained in (b) by three, rounding each quotient to the nearer integer.
4. Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in (3) by three and repeat step (4). Repeat this process until the sum of the squares obtained in (4) is less than 1778.

\*Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.10. Application of Rates, Continued**

C. Determination of Airline Miles - Measured Rate Service Distance Calculation, Continued

5. The number of successive divisions by three in steps (3) and (4) determines the value of "N". Multiply the final sum of the two squares obtained in step (4) by the multiplier specified in the following table for this value of "N" preceding;

| N | Multiplier | Minimum Rate Mileage |
|---|------------|----------------------|
| 1 | 0.9        | -                    |
| 2 | 8.1        | 41                   |
| 3 | 72.9       | 121                  |
| 4 | 656.1      | 361                  |

6. Obtain square root of product in (5) and, with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate shown in (5) preceding, the minimum rate mileage corresponding to the "N" value is applicable.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.10. Application of Rates, Continued**

**D. Application of Business and Residential Rates**

**1. Determination of Classification**

The determination as to whether telephone Service should be classified as Business or Residential is based on the character of the use to be made of the Service. Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, Service is classified as Residential Service.

**2. Business Rate Classification**

Business rates apply at the following locations, among others:

- a. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
- b. In Residence Locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in Residence Locations where an extension is located at a place where business rates would apply.

---

**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.10. Application of Rates, Continued**

**D. Application of Business and Residential Rates, Continued**

**2. Business Rate Classification, Continued**

- c. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no Service at business rates at another location.
- d. In any Residence Location where there is substantial business use of the Service and the Customer has no Service at business rates.

**3. Residence Rate Classification**

Residence rates apply at the following locations, among others:

- a. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the Service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
- b. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has Service charged for at business rates another location.

**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.11. Basic Local Exchange Service Rates and Charges**

The following charges apply to Basic StandardTennessee Unlimited Local Usage Service for Residence lines. Rates and charges include Touchtone Service or each line. The rates and charges below apply to Service provided on a month-to month basis. Customers may presubscribe to intraLATA, interLATA and interstate long distance service in addition to local exchange service, long distance calls to be billed on a per-minute basis.

**A. Residential Rates**

[Reserved for future Use.]

**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1 BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.11. Basic Local Exchange Service Rates and Charges, Continued**

**B. Business Rates**

[Reserved for future use]

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1 BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.11. Basic Local Exchange Service Rates and Charges, Continued**

**C. Connection Charge for Basic Local Exchange Services**

The Connection Charge is a nonrecurring charge that applies to the following:

1. installation of a new Service;
2. transfer of an existing Service to a different location;
3. change from one Class Of Service to another at the same or a different location;
4. restoral of Service, which applies each time a Service is reconnected after suspension or termination for nonpayment but before cancellation of the Service, as set forth in Section 2.9 of this Price List; or
5. installation of an additional line.



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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1 BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.11. Basic Local Exchange Service Rates and Charges, Continued**

**D. Additional/Miscellaneous Charges**

**1. Trouble Isolation Charge**

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms, and conditions, pursuant to the underlying Carrier's local tariff on file with the Authority. The Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

**2. Installation, Moves, and Other Charges**

**Non-Recurring**

|                                  |          |
|----------------------------------|----------|
| New Installation*                | \$150.00 |
| Move Service to new location*    | \$75.00  |
| One-Time Changes to Service      | \$9.99   |
| Installation of additional line* | \$75.00  |
| Missed Appointment               | \$75.00  |
| Restoral Charge                  | \$25.00  |

\*Customer must be available at scheduled install time

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.2. INTRALATA AND INTERLATA PRESUBSCRIPTION**

**4.2.1. General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**4.2.2. Presubscription Charges**

After a Customer's initial selection for a presubscribed toll carrier, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Nonrecurring Charges Per business or residence line, trunk, or port

|   |        |
|---|--------|
| Initial Line, or Trunk or Port          | \$0.00 |
| Additional Line, Trunk or Port (manual) | \$5.50 |
| (automated)                             | \$1.25 |

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1)**

**4.3.1 Service Description**

- A. Company offers Business Customers an Integrated Service Digital Network (ISDN) Primary Rate Interface (PRI)/T-1 service for high-speed dedicated voice and data transmission. Company's ISDN PRI Service employs a 1.544 Megabits per second (Mbps) facility typically divided into twenty-three B Channels and one D Channel. The B Channels are used for Circuit-switched voice and data communications connecting to the public switched telephone network (PSTN) while the D Channel provides out-of-band signaling. The T-1 service employs a variety of added features.
- B. ISDN PRI/T-1 provides the Customer with a single, voice-grade, DTMF communications Channel.
- C. ISDN PRI/T-1 and its associated features are only provided where facilities, equipment and technical capabilities exist and does not create an obligation for the Company to construct such facilities and equipment especially for the provision of this Service.
- D. Customer is responsible for providing Customer Premises Equipment that is compatible with ISDN-PRI/T-1 Service.
- E. The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provisioning of ISDN-PRI/T-1 Service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3 DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES  
DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued**

**4.3.2 Service Features**

Each local exchange Channel may include a telephone number assignment and the following features:

- Caller ID Name and Number
- Local Usage (Business)
- Local Directory Assistance (411)
- Local T-1/PRI
- Switched Long Distance
- Dedicated Long Distance
- Toll-free
- Directory Services
- Operator Services
- 900/976 Blocking
- Integrated Access
- Dedicated Internet Access (DIA)

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3 DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued**

**4.3.3. Optional Features**

Backup D Channel – In arrangements of two or more Primary Rate Interfaces or Ports, it provides enhanced continuity of Service by allowing a D Channel on one Primary Rate Interface or Port to automatically take over for a failed D Channel on another Primary Rate Interface or Port. A single Backup D Channel may support a maximum of five interfaces or ports.

Calling Number and Name Delivery – Provides the Customer who is receiving a call with the telephone number and the name of the calling party.

Serial Hunt – Calls will start with the number of the trunk dialed and hunt sequentially to the end of the trunk or hunt group.

Circular Hunt – A switch feature that dynamically points each new call attempt to the next idle B Channel following the last Channel either to have accepted a call or the last Channel to have attempted to place a call.

DLH (Distributed Line Hunting) – Calls are distributed evenly among a trunk group or hunt group by number of calls.

MIDL/LIDL ( Most Idle/Least Idle) – Incoming calls will be sent to the trunk that has been idle the longest (MIDL) or the shortest (LIDL) amount of time.

Direct Inward Dialing (DID) Numbers – Provides telephone numbers for direct inward dialing. Numbers are available in blocks of ten or one hundred, or as a single number. The assignment and sequence of the numbers may be requested by the Customer in cases where the Company has the number or series of numbers available for use.

Dynamic Channel Allocation – Allows a Customer to designate the quantity of B Channels for call types to be allocated within previously provisioned criteria for either DID or Direct Outward Dialing (DOD) capability. [Not currently available; under development.]

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued**

**4.3.3. Optional Features, Continued**

Enhanced Alternate Route – Allows incoming voice calls to overflow on an emergency and busy basis to a line or Trunk side connection designated by the Customer. A route may be limited in the number of simultaneous calls that can be routed.

Enhanced 911 – The number of the caller is transmitted to the PSAP where it is cross-referenced with an address database to determine the caller's location.

Inform 911 – Allows the calling party number of the station to be sent to the E911 database rather than the billed telephone number. It is the Customer's responsibility to provide station number updates to the 911 database.

Local Number Portability – Allows businesses to switch local service providers and retain their local telephone numbers.

Inbound Only – Provides for an inbound calling option on the Primary Rate Interface or Primary Rate Port. No outgoing capability exists when this feature is selected. A minimum of one D Channel is required.

Inbound Interface – Provides a PRI termination and a Digital multichannel transmission path between the Central Office and the Customer's Premises and is configured with one D Channel or a Backup D Channel and 23 B Channels or 24 B Channels.

Universal Calling – Allows the end-user to make and receive local, intraLATA (local toll) and long distance calls. PNG Local Service provides Universal Calling with the following call coverage:

- Local Call Coverage: enable callers to place phone calls to any telephone in a pre-defined local calling area.
- Extended Area Service (EAS): enables callers to place calls to a pre-defined area outside of what is normally considered the local calling area at no extra charge.
- IntraLATA (Local Toll): carried by the long distance network.
- InterLATA: also carried by the long distance network.

Service Access Codes (SAC) – SACs are non-geographic area codes (often referred to as NPAs) assigned for special network uses. These codes include 500, 700, and 8XX.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued**

**4.3.4. Application of Rates and Charges**

- A. Term Pricing Plans: Term Pricing Plans (TPP) are available to the Customer. The Customer must select either a 12 Month, 24 Month or 36 Month term.
- B. Modifying Term Pricing Plans: A TPP may be modified when additional PRI/T-1 Circuits are purchased.

A TPP may be also be converted to a longer TPP, without incurring a Termination Charge, if there is at least one month remaining on an existing TPP. Service will automatically renew at month-to-month terms.

- C. Expiration of Term Pricing Plan: Within one month prior to the expiration of a TPP, the Customer must select one of the following options:
  - 1. Renew the Service for an additional term at the TPPs available; or
  - 2. Disconnect Service at the end of the billing period.
- D. Waiving of Nonrecurring Charges per circuit: For 12 month terms, a \$198 non-recurring charge applies. Company will will waive the non-recurring charge on terms of 24 and 36 months.
- E. Moves and Changes: There are two types of modifications available for PRI/T-1 Circuits:
  - 1. A move of the point of termination of an existing PRI Circuit(s) to a new location within the Customer's same Premises.
  - 2. Any subsequent change or rearrangement of Services requested by the Customer on an existing PRI Circuit(s). Fee may apply.

---

**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued**

**4.3.4. Application of Rates and Charges, Continued**

- F. Termination Liability: If the service is terminated by a Customer before the expiration of the initial or any subsequent term, the Customer will pay to PNG an amount equal to the sum of:
1. all billed and unbilled charges which the Customer has not paid at the time of termination;
  2. the monthly recurring charge at the time of termination multiplied by the number of months remaining in the term;
  3. and all charges incurred by PNG to its suppliers and other third parties for the provision or disconnection of service to the Customer.
- G. Cancellation Charge: If the Company misses a Service installation date by more than thirty (30) days due to a Force Majeure condition, the Customer may cancel an order without incurring a Cancellation Charge.
- H. Local Usage: Customers are provided unlimited local service for the local servicing area as part of the business offering.
- I. Promotions: The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Authority rules or regulations.



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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued**

**4.3.4. Application of Rates and Charges, Continued**

- J. Individual Case Basis (ICB) Arrangements: Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.
- K. Stated pricing requires business customer to subscribe long distance service from Company.
- L. Company offers a Plan A and a Plan L to satisfy regional consumer demand for lower end user common line (“EUCL”) charges or lower monthly recurring charges (“MRC”).

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued**

**4.3.5. Rates and Charges**

**A. Dedicated Local Voice T-1/PRI Pricing – A Plan:**

|                   | <u>MRC</u> | <u>EUCL</u> | <u>Block of 20* DIDs</u> |            | <u>Block of 100 * DIDs</u> |            |
|-------------------|------------|-------------|--------------------------|------------|----------------------------|------------|
|                   |            |             | <u>MRC</u>               | <u>NRC</u> | <u>MRC</u>                 | <u>NRC</u> |
| <u>24 Months:</u> | \$459.00   | \$154.00    | \$6.00                   | \$6.00     | \$25.00                    | \$30.00    |
| <u>36 Months:</u> | \$450.00   | \$154.00    | \$6.00                   | \$6.00     | \$25.00                    | \$30.00    |

\* where available

**B. Dedicated Local Voice T-1/PRI Pricing – L Plan:**

|                   | <u>MRC</u> | <u>EUCL</u> | <u>Block of 20* DIDs</u> |            | <u>Block of 100 * DIDs</u> |            |
|-------------------|------------|-------------|--------------------------|------------|----------------------------|------------|
|                   |            |             | <u>MRC</u>               | <u>NRC</u> | <u>MRC</u>                 | <u>NRC</u> |
| <u>24 Months:</u> | \$577.00   | \$42.00     | \$6.00                   | \$6.00     | \$25.00                    | \$30.00    |
| <u>36 Months:</u> | \$568.00   | \$42.00     | \$6.00                   | \$6.00     | \$25.00                    | \$30.00    |

\* where available

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued**

**4.3.5. Rates and Charges, Continued**

**C. Integrated Data Pricing – A Plan**

|                  | <u># of Channels</u> | <u>MRC</u> | <u>Installation fee</u> |
|------------------|----------------------|------------|-------------------------|
| <u>12 Months</u> | 1 (64k)              | \$107.00   | \$198.00                |
|                  | 2(128k)              | \$156.00   | \$198.00                |
|                  | 4(256k)              | \$219.00   | \$198.00                |
|                  | 6(384k)              | \$276.00   | \$198.00                |
|                  | 8(512k)              | \$332.00   | \$198.00                |
|                  | 12(768k)             | \$360.00   | \$198.00                |
|                  | 16(1024k)            | \$377.00   | \$198.00                |
| <u>24 Months</u> | 1 (64k)              | \$100.00   | waived                  |
|                  | 2 (128k)             | \$147.00   | waived                  |
|                  | 4 (256k)             | \$208.00   | waived                  |
|                  | 6 (384k)             | \$263.00   | waived                  |
|                  | 8 (512k)             | \$317.00   | waived                  |
|                  | 12 (768k)            | \$343.00   | waived                  |
|                  | 16 (1024k)           | \$358.00   | waived                  |
| <u>36 Months</u> | 1 (64k)              | \$95.00    | waived                  |
|                  | 2 (128k)             | \$139.00   | waived                  |
|                  | 4 (256k)             | \$197.00   | waived                  |
|                  | 6 (384k)             | \$250.00   | waived                  |
|                  | 8 (512k)             | \$300.00   | waived                  |
|                  | 12 (768k)            | \$326.00   | waived                  |
|                  | 16 (1024k)           | \$339.00   | waived                  |

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES  
DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued**

**4.3.5. Rates and Charges, Continued**

**D. Integrated Data Pricing – L Plan**

|                  | <u># of Channels</u> | <u>MRC</u> | <u>Installation fee</u> |
|------------------|----------------------|------------|-------------------------|
| <u>12 Months</u> | 1 (64k)              | \$107.00   | \$198.00                |
|                  | 2(128k)              | \$156.00   | \$198.00                |
|                  | 4(256k)              | \$219.00   | \$198.00                |
|                  | 6(384k)              | \$276.00   | \$198.00                |
|                  | 8(512k)              | \$332.00   | \$198.00                |
|                  | 12(768k)             | \$360.00   | \$198.00                |
|                  | 16(1024k)            | \$377.00   | \$198.00                |
| <u>24 Months</u> | 1 (64k)              | \$100.00   | waived                  |
|                  | 2 (128k)             | \$147.00   | waived                  |
|                  | 4 (256k)             | \$208.00   | waived                  |
|                  | 6 (384k)             | \$263.00   | waived                  |
|                  | 8 (512k)             | \$317.00   | waived                  |
|                  | 12 (768k)            | \$343.00   | waived                  |
|                  | 16 (1024k)           | \$358.00   | waived                  |
| <u>36 Months</u> | 1 (64k)              | \$95.00    | waived                  |
|                  | 2 (128k)             | \$139.00   | waived                  |
|                  | 4 (256k)             | \$197.00   | waived                  |
|                  | 6 (384k)             | \$250.00   | waived                  |
|                  | 8 (512k)             | \$300.00   | waived                  |
|                  | 12 (768k)            | \$326.00   | waived                  |
|                  | 16 (1024k)           | \$339.00   | waived                  |

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES  
DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued**

**4.3.5. Rates and Charges, Continued**

**E. Other**

|   |                     |
|---|---------------------|
| Local Number Portability (LNP)/Channel            | \$0.35              |
| PICC/Channel                                      | \$1.19              |
| Port Charge                                       | \$0.00              |
| Loop Fees   | \$0.00              |
| Customer Dialed Directory Assistance <sup>1</sup> | \$0.89 <sup>2</sup> |

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<sup>1</sup> Refer to section 4.1.4 for service description.

<sup>2</sup>Per call after 2 free calls.

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## SECTION 5 – LOCAL SERVICE AREAS

### 5.1. LOCAL SERVICE AREA DESCRIPTION

#### 5.1.1. General Description

- A. Company provides Service in the exchange areas served by BellSouth Telecommunications, Inc. Tennessee, as set forth in General Subscriber Services Tariff, Section A3.6, page 5.2 *et seq.*<sup>3</sup>
- B. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

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<sup>3</sup> Available on the Internet at <http://cpr.bellsouth.com/pdf/tn/a003.pdf>

**EXHIBIT G**  
**SAMPLE BILL**

Account Number: BTC2000034

Invoice Date: 08/12/06

Invoice #: 53913066

Temporary Customer Portal Password:

PO BOX 122  
BATH, IL 626170122

To avoid any billing problems please call us with any changes or additions to your phone service.

Customer Service: 1-877-599-3087

Internet Services: 1-877-599-2295

Collections: 1-877-599-2921

Visit our website at: [www.pngcom.com](http://www.pngcom.com)

Rate schedules, information to verify the accuracy of this bill and explanations of charges and taxes can be obtained by calling the 800 number listed above.

|  |                  |
|--|------------------|
| <b>Amount of Last Bill</b>                         | <b>\$38.93</b>   |
| Payments Received - Thank You                      | (\$56.67)        |
| Adjustments  | \$0.00           |
| <b>Previous Balance</b>                            | <b>(\$17.74)</b> |
| <b>Long Distance Charges</b>                       | <b>\$16.51</b>   |
| <b>Recurring Charges</b>                           | <b>\$1.99</b>    |
| Telecom Infrastructure Fee                         | \$0.99           |
| Toll Free Number Monthly Fee                       | \$1.00           |
| <b>Non-Recurring Charges</b>                       | <b>\$0.00</b>    |
| <b>Finance Charges</b>                             | <b>\$0.00</b>    |
| <b>Taxes</b>                                       | <b>\$2.53</b>    |
| Bath State and Local Telecom Tax                   | \$2.41           |
| FCC Common Carrier Regulatory Fee                  | \$0.01           |
| PUC  | \$0.02           |
| State Telecommunications Infrastructure Maint. Fee | \$0.09           |
| <b>Other Fees/Surcharges</b>                       | <b>\$0.81</b>    |
| Network Access Charge                              | \$0.47           |
| Federal Universal Service Fund Surcharge           | \$0.28           |
| Illinois Universal Service Fund Surcharge          | \$0.06           |
| <b>Discounts</b>                                   | <b>\$0.00</b>    |
| <b>Total New Charges</b>                           | <b>\$21.84</b>   |

**TOTAL AMOUNT DUE: \$4.10**

Account Number  
BTC2000034

Please detach here and return with remittance

Invoice Date  
08/12/06

Please remit by 9/1/2006 to avoid a 1.5% Finance Charge.

**TOTAL AMOUNT DUE: \$4.10**

**Amount Enclosed:**

Return this portion with payment to:

Please see reverse side of this page for alternate payment methods.

PowerNet Global Communications  
PO Box 740146  
Cincinnati, OH 45274-0146



1BTC20000340812200600000004100



## **EXHIBIT H**

### **SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN**

**SMALL AND MINORITY-OWNED  
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN**

**SUBMITTED TO  
TENNESSEE REGULATORY AUTHORITY**

**BY  
PNG TELECOMMUNICATIONS, INC.**

## SMALL AND MINORITY OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-212, as amended, PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("PNG") submits this small and minority-owned Telecommunications business participation plan (the "Plan").

### **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. PNG 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. PNG 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, PNG will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to PNG of such opportunities. PNG'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, PNG 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**

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

Kate Storch  
PNG Telecommunications, Inc.  
100 Commercial Drive  
Fairfield, OH 45014  
Telephone: 513-645-4932  
Facsimile: 513-645-4960  
Electronic Mail: kstorch@pngmail.com

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 PNG 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**

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

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

**PNG Telecommunications, Inc.:** Adopted August 19, 2003; amended July 13, 2006; amended November 14, 2006

**EXHIBIT I**

**PREFILED TESTIMONY**

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

IN THE MATTER OF THE APPLICATION OF )  
PNG TELECOMMUNICATIONS, INC. )  
FOR A CERTIFICATE OF CONVENIENCE AND )  
NECESSITY TO PROVIDE COMPETING ) DOCKET NO. 06-\_\_\_\_\_  
FACILITIES-BASED AND RESOLD LOCAL )  
EXCHANGE AND EXCHANGE ACCESS )  
TELECOMMUNICATION SERVICES )  
IN TENNESSEE )

**PRE-FILED TESTIMONY OF DENNIS PACKER,**  
**ON BEHALF OF PNG TELECOMMUNICATIONS, INC.**



## **I. INTRODUCTION**

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

A. My name is Dennis Packer. I am General Counsel of PNG Telecommunications, Inc. My business address is 100 Commercial Drive, Fairfield, Ohio 45014. My telephone number is 513.645.4932.

**Q. PLEASE BRIEFLY DESCRIBE YOUR DUTIES.**

A. I am responsible for the entirety of the aspects of PNG's legal relationships with its vendors, agents, customers and strategic partners, and am responsible for regulatory compliance.

**Q. PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND EDUCATIONAL BACKGROUND.**

A. I have more than eight years experience in the telecommunications industry working with carriers to ensure regulatory compliance and also providing counsel concerning general business and commercial law issues in the telecommunications industry. Prior to joining PNG, I was in private practice serving the legal needs of telecommunications carriers. I was also an associate at the noted Cincinnati firm of Brown, Cummins & Brown, specializing in business and commercial law, before leaving to establish my own telecommunications practice. I hold a Bachelors of Science from the University of Michigan and a JD from the University of Cincinnati College of Law. I am admitted to practice before the Supreme Court of Ohio and the United States District Court for the Southern District of Ohio. I am also a member of the American Bar Association and the Federal Communications Bar Association.

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

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

**Q. PLEASE DESCRIBE THE CURRENT CORPORATE STRUCTURE OF PNG TELECOMMUNICATIONS, INC.**

A. PNG was incorporated under the laws of the State of Ohio on October 19, 1992.

**II. PURPOSE AND SUMMARY**

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

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

**Q. PLEASE DESCRIBE THE AUTHORITY THAT PNG SEEKS FROM THE TRA.**

A. PNG seeks authority to provide resold and facilities-based local exchange and exchange access service in the service area of BellSouth Tennessee. PNG proposes to offer a variety of competitive local exchange services including basic service, custom calling features and data transmission services primarily to commercial subscribers and also to residential subscribers utilizing unbundled network elements and resold services.

**Q. PLEASE SUMMARIZE THE MAIN POINTS OF YOUR TESTIMONY.**

A. My testimony will address these major issues:

- A description of PNG's application for a Certificate of Convenience and Necessity to provide local exchange telecommunications services;
- A description of PNG's managerial and technical qualifications;
- A description of PNG's financial qualifications;
- A description of the specific services PNG proposes to offer in the Tennessee; and
- A demonstration that PNG's proposed local exchange and interexchange services are consistent with the public interest.

**Q. HAS PNG BEEN AUTHORIZED TO PROVIDE SUCH SERVICE IN ANY OTHER JURISDICTIONS?**

A. PNG has been granted intrastate certification/operating authority to provide competitive local exchange telecommunications services in States of California, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Texas, Virginia, Washington, and Wisconsin. PNG maintains interexchange authority in every state,

**Q. HAS PNG EVER BEEN DENIED AUTHORIZATION BY A STATE REGULATORY AGENCY?**

A. PNG has not been denied authorization by a state regulatory agency.

### **III. LEGAL QUALIFICATION**

**Q. PLEASE DESCRIBE THE CORPORATE STRUCTURE OF PNG.**

A. PNG is a corporation formed under the laws of the State of Ohio on October 19, 1992. PNG is a privately-held company, not affiliated with any other company. PNG does not maintain subsidiaries, nor is it a subsidiary of a parent company. PNG's Certificate of Incorporation is attached to PNG's Application as Exhibit A.

**Q. IS PNG AUTHORIZED TO DO BUSINESS IN TENNESSEE?**

A. Yes. A copy of PNG's Authorization to Transact Business in Tennessee are attached to PNG's application as Exhibit B.

### **IV. MANAGERIAL AND TECHNICAL QUALIFICATIONS**

**Q. PLEASE OUTLINE PNG'S MANAGERIAL AND TECHNICAL QUALIFICATIONS.**

A. PNG has the managerial and technical qualifications to provide local exchange telecommunications service in Tennessee. PNG's professional staff is eminently qualified to support the Company's telecommunications service offerings in each of their respective disciplines, through years of experience at PNG and elsewhere. A description of the telecommunications experience and expertise of PNG's senior managers is attached to PNG's Application as Exhibit C. Each member of PNG's management team will draw upon his/her own experience, as well as the collective experience of the entire management team, to ensure that PNG is managed and operated efficiently and profitably in Tennessee, as it has in other states. PNG is currently a reseller of interexchange long distance

telecommunication services in Tennessee. It received its reseller authority from the TRA in Docket No. 03-00545.

## **V. FINANCIAL QUALIFICATIONS**

### **Q. PLEASE DESCRIBE PNG'S FINANCIAL QUALIFICATIONS.**

- A. PNG's financial statements have been submitted to the TRA with its Application as **CONFIDENTIAL** Exhibit D. The Company's financial position clearly demonstrates the Company's ability to support its operations and serve the public in the State of Tennessee. The Company is fully funded and requires no external funding. As a provider of local services utilizing commercial arrangements and a reseller of local telecommunications services, PNG's liabilities to its underlying carriers are incurred upon the rendering of service. PNG does not plan to construct facilities. The Company will, therefore, require no additional capitalization nor resource expenditure to expand its operations in Tennessee. PNG has a \$3,000,000 line of credit that it can draw on if the need arises.

## **VI. PNG'S PROPOSED SERVICES**

### **Q. PLEASE DESCRIBE THE TYPES OF SERVICES THAT PNG WILL OFFER IN TENNESSEE.**

- A. PNG proposes to offer a variety of competitive local exchange services including basic service, custom calling features, data transmission services and intraLATA toll services, at rates and terms which are competitive with other local exchange carriers. PNG will also provide exchange access services to interconnecting carriers. PNG's goal is to provide customers with a comprehensive set of local telecommunications services at attractive rates, to meet customers' calling needs.

More specific information regarding PNG's proposed services may be found in PNG's proposed tariff, attached as Exhibit F to the Application.

**Q. HOW WILL PNG PROVIDE THESE SERVICES?**

A. PNG will serve local exchange subscribers utilizing a combination of incumbent local exchange carrier commercial arrangements and resold services. Commercial and residential local exchange subscribers will be served utilizing existing incumbent facilities. Such facilities will be leased by PNG at commercially negotiated rates.

PNG will coordinate with BellSouth for the provision of emergency 911 services, directory publication, and directory distribution to local customers. PNG currently does not plan to build facilities in Tennessee, but seeks authority to provide both facilities-based and resold local exchange service so that it may expand its operations as market conditions warrant. Upon certification, we will conclude commercial negotiations for interconnection and sign an interconnection agreement with BellSouth.

**Q. WHAT GEOGRAPHIC AREAS WILL PNG SERVE?**

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

**Q. WHAT TYPES OF CUSTOMERS DOES PNG INTEND TO SERVE?**

A. Applicant will provide telephone exchange services primarily to commercial customers in Tennessee. In time, PNG may provide service to residential subscribers

**Q. HOW WILL PNG HANDLE CUSTOMER SERVICE?**

A. PNG's customer service department is available twenty-four hours per day, seven days per week. Customers may reach the Company's customer service staff via its toll-free telephone number, 800.860.9495, via facsimile at 888.715.3534, or by letter at the address listed on the bill. Customers may escalate the dispute to the responsible Company manager, if necessary, and may, of course, seek TRA intervention if necessary. PNG's employees maintain a strong customer service orientation that makes meeting customer needs an absolute priority.

**Q. PLEASE DESCRIBE PNG'S RATE STRUCTURE**

A. PNG's proposed rates are found in its proposed tariff, attached as Exhibit F to the Application. PNG will file its final local exchange tariff subsequent to the TRA's approval of the Application and prior to providing service in Tennessee.

## **VII. PUBLIC INTEREST CONSIDERATIONS**

**Q. DOES PNG HAVE A SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN (“PLAN”), AS REQUIRED PURSUANT TO T.C.A. § 54-5-22?**

A. Yes. PNG submitted its Plan as **Exhibit H** to its Application. This Plan was approved by the TRA in Docket No. 03-00545 (Order dated December 16, 2003).

**Q. HAS PNG DESIGNATED A PLAN ADMINISTRATOR WHO WILL BE RESPONSIBLE FOR ADMINISTERING PNG’S PLAN?**

A. Yes, when PNG’s Plan was adopted in 2003, it was administered by Richard Popper. It was subsequently administered by me. Going forward, the Plan will be administered by Kate Storch, who is directly responsible for PNG’s regulatory compliance. Ms. Storch’s address is PNG Telecommunications, Inc., 100 Commercial Drive, Fairfield, Ohio 45014, Telephone 513.645.4942, Facsimile 888-715-3534, and Electronic Mail [kstorch@pngmail.com](mailto:kstorch@pngmail.com)

**Q. PLEASE DESCRIBE THE PUBLIC INTEREST BENEFITS ASSOCIATED WITH PNG’S PROPOSED OFFERING OF TELECOMMUNICATIONS SERVICES IN TENNESSEE.**

A. PNG’s proposed services will allow customers to obtain very competitive services and rates. Customers will benefit from PNG’s industry experience and innovative service offerings and billing options. Additionally, an increase in the traffic generated through the provision of the Company’s proposed intrastate services over existing facilities will help improve the efficiency of those facilities and reduce the underlying carriers’ costs in provisioning such services. I believe that PNG will operate as the very type of responsible, solid local and interexchange carrier that the TRA wishes to enter the State of Tennessee.



### **VIII. CONCLUSION**

**Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

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

PNG Telecommunications, Inc.

By:  \_\_\_\_\_

Dennis Packer  
General Counsel

## **EXHIBIT J**

### **TOLL DIALING PARITY PLAN**

**PNG TELECOMMUNICATIONS, INC.**  
**INTRALATA TOLL DIALING PARITY IMPLEMENTATION PLAN**

Pursuant to the Federal Communications Commission (“FCC”) Order 99-54 in CC Docket No. 96-98 (Implementation of the Local Competition Provisions of the Telecommunications Act of 1996) and 47 C.F.R. 51.213 PNG Telecommunications, Inc. (“PNG”) hereby submits its IntraLATA Toll Dialing Parity (1+ presubscription) Implementation Plan (“Plan”).

**I. Objective/Purpose**

PNG seeks authority from the TRA to provide telecommunications services within the State of Tennessee as an interexchange carrier and as a competing local provider (“CLP”).

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

**II. Geographic Availability**

IntraLATA presubscription (“ILP”) is available in all LATAs where PNG will provide its local resold and facilities-based telecommunications services using incumbent carrier facilities within the State of Tennessee. ILP will be available in all exchanges of the underlying local exchange carrier where PNG provides local resale services and telecommunications services using other commercial arrangements with incumbent local exchange carriers.

**III. Implementation Schedule**

PNG intends to offer dialing parity for intraLATA toll calls upon the later of: (i) 30 days after the TRA approves PNG’s Plan; or (ii) the commencement of the provision of local exchange service. Initially, PNG will be offering exchange services as a reseller and through other commercial arrangements with the incumbent carrier, and will rely upon the capabilities of the underlying incumbent local exchange company (“ILEC”) to provide intraLATA toll dialing parity. Accordingly, PNG’s retail customers may choose any IXC that has established itself as an access customer under the underlying ILEC’s access tariff.

**IV. Carrier Selection Process**

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

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

A. Existing Customers

PNG has no existing local exchange customers in Tennessee.

B. New Customers

A new customer contacting PNG to request new local telephone exchange service will be advised of the opportunity to choose both an intraLATA and interLATA toll provider. If requested by the customer, PNG will provide a competitively neutral list of participating telecommunications carriers that provide intraLATA toll service in the customer's exchange. A new customer who does not select an intraLATA toll carrier will be identified as "no-PIC," and will not be automatically defaulted to a carrier. A "no-PIC" customer will be unable to make intraLATA toll calls on a 1+ or 0+ dialed basis, and will be required to dial the access code of a carrier (101XXXX) to place intraLATA toll calls until the customer chooses an intraLATA toll carrier. New customers will have thirty (30) calendar days following completion of the service request to make a PIC choice without charge.

V. Carrier Notification

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

VI. PIC Change Charges

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

VII. Anti Slamming Procedures

PNG will establish procedures for handling PIC change orders consistent with federal, state and TRA requirements, including TRA Rule 1220-4-2-.56. PNG will work with IXCs and any customer who has been slammed in order to quickly resolve any

disputes. PNG will ensure that the customer's PIC selection is changed back to its carrier of choice, without charge to the customer, as soon as possible.

#### VIII. Non-Discriminatory Access

PNG will provide non-discriminatory access to customers for telephone numbers, operator services, directory assistance and directory listings.

## **EXHIBIT K**

### **STATEMENT REGARDING NUMBERING ISSUES**

## **NUMBERING ISSUES**

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

Response: As PNG will be providing service via resale and utilizing commercial arrangements with the incumbent carrier, PNG does not expect to demand any NXXs during the first year of service following approval of its application.

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

Response: In the event that PNG purchases or builds transmission and other facilities at a time in the future, necessitating a demand for NXX's, PNG estimates that the maximum number of NXXs it may request, for service in the BellSouth territory, is 10.

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

Response: PNG initially will provide local service throughout the area currently served by BellSouth.

4. Will the company sequentially assign telephone numbers within NXXs?

Response: In the event that PNG's operations necessitate obtaining telephone numbers, it will assign such numbers sequentially within NXXs.

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

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

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?

Response: As PNG will be obtaining telephone numbers from BellSouth, this question does not apply.

## **EXHIBIT L**

### **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.

Response: PNG maintains the rate center database for the state of Tennessee, which jurisdictionalizes all Tennessee intraLATA calls. PNG will utilize the rate center database in determining which calls are to be billed to its customers.

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

Response: Yes, PNG is aware of the Tennessee County Wide Calling database and will work with BellSouth, if necessary, to ensure that its telephone numbers are entered onto the database.

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

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

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

Response: PNG maintains the rate center database for the state of Tennessee, which jurisdictionalizes all Tennessee intraLATA calls. PNG will utilize the rate center database in determining which calls are to be billed to its customers.

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

Response:

Robert Johnson  
PNG Telecommunications, Inc.  
100 Commercial Drive  
Fairfield, Ohio 45014  
Telephone: 513.645.4816  
Facsimile: 513.645.4960  
Electronic Mail: [rjohnson@pngmail.com](mailto:rjohnson@pngmail.com)

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

Response: PNG does not intent to telemarket its services in Tennessee at this time. Should PNG conduct telemarketing in Tennessee at any time in the future, it will do so to potential business customers only and will abide by all applicable TRA regulations.

## **EXHIBIT M**

### NOTICE OF APPLICATION

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

**IN THE MATTER OF THE APPLICATION OF )  
PNG TELECOMMUNICATIONS, INC. FOR )  
A CERTIFICATE OF CONVENIENCE AND ) DOCKET NO. 06-\_\_\_\_\_  
NECESSITY TO PROVIDE COMPETING )  
FACILITIES-BASED AND RESOLD LOCAL )  
EXCHANGE AND EXCHANGE ACCESS )  
TELECOMMUNICATIONS SERVICES )  
IN TENNESSEE )**

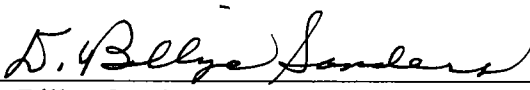
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**NOTICE OF APPLICATION FOR CERTIFICATE OF  
CONVENIENCE AND NECESSITY TO PROVIDE  
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

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Pursuant to T.C.A. §65-4-201, PNG Telecommunications, Inc. d/b/a PowerNet Global Communications hereby serves notice of its filing with the Tennessee Regulatory Authority (“TRA”) an application for a certificate of convenience and necessity to provide competing telecommunications services in Tennessee on this 21<sup>st</sup> day of November, 2006. Copies of the Application are available from the TRA.

PNG Telecommunications, Inc.

By:   
D. Billy Sanders, Esq.  
Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
Nashville, TN 37219  
Telephone: (615) 244-6380  
Facsimile: (615) 244-6804

Counsel for PNG Telecommunications, Inc.

## CERTIFICATE OF SERVICE

This is to certify that on November 21<sup>st</sup>, 2006 a copy of the notice of the Application of PNG Telecommunications, Inc. for a Certificate of Convenience and Necessity to Provide Competing Local Telecommunications Services and Interexchange Services as set forth in Exhibit M to this Application, was sent via first class mail, postage prepaid to the attached service list.

A handwritten signature in cursive script, reading "D. Billye Sanders", written over a horizontal line.

D. Billye Sanders

**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**  
116 N. Oak Street  
P.O. Box 405  
Adamsville, TN 38310  
(901) 632-3311  
(901) 632-0232 (Fax)
  
- 4) **CENTURY TELEPHONE OF CLAIBORNE**  
507 Main Street  
P.O. Box 100  
New Tazewell, TN 37825  
(423) 626-4242  
(423) 626-5224 (Fax)
  
- 5) **CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.**  
5616 Main Street  
P.O. Box 782  
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
  
- 7) **FRONTIER COMMUNICATIONS OF AMERICA**  
250 South Franklin Street  
P.O. Box 689  
Cookeville, Tennessee 38501

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

---

- (931) 528-0518  
(931) 528-0604 (Fax)
- 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 38053  
(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  
Knoxville, TN 37933  
(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)
- 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**

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

---

7407 Andersonville Pike  
P.O. Box 70387  
Knoxville, TN 37928  
(423) 922-3535  
(423) 922-9515 (Fax)

**TDS TELECOM-Knoxville Office**

P.O. Box 22995  
Knoxville, TN 37933-0995  
(865) 966-4700

**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)

**19) CONSUMER ADVOCATE AND PROTECTION DIVISION**

Cynthia Kinser, Esq.  
Office of Consumer Advocate and Protection Division  
Tennessee Attorney General & Reporter  
425 Fifth Avenue North  
Nashville, Tennessee 37202-0207