

July 1, 2013

VIA FEDERAL EXPRESS

Tennessee Public Service Commission 460 James Robertson Parkway Nashville, TN 37243



Re: Application of Conterra Ultra Broadband, LLC for a Certificate to Provide

Competing Local Exchange Services within the State of Tennessee

Dear Sir or Madam:

Enclosed on behalf of Conterra Ultra Broadband, LLC ("Conterra") are an original and thirteen copies of the Application for a Certificate to Provide Competing Local Exchange Services within the State of Tennessee.

The Application consists of a completed form and accompanying Exhibits A, B, C, D, E, F, G, Appendix A, B, C, and an Affidavit.

If you have any questions regarding the Application or require additional information to process the Application, please contact Angela Lee at alee@conterra.com or 704-936-1806.

Kind regards,

Tanya Gardner

tgardner@conterra.com

704-936-1731

Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In The Matter Of The Application Of

Conterra Ultra Broadband, LLC

For a Certificate of Registration to Provide Local Exchange Telecommunications Services In Tennessee

APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL EXCHANGE SERVICES

Conterra Ultra Broadband, LLC ("Conterra" or "Applicant"), pursuant to the applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), hereby submits its Application to provide local exchange services in Tennessee as a competitive local exchange carrier.

The Applicant submits the following information in support of its request.

1. Full Name and Address of the Applicant is:

Conterra Ultra Broadband, LLC 2101 Rexford Road, Suite 200E Charlotte, NC 28211

Telephone: (704) 936-1800 Facsimile: (704)936-1801

Angela C. Lee Conterra Ultra Broadband, LLC 2101 Rexford Road, Suite 200E Charlotte, NC 28211

Telephone: (704)936-1806 Facsimile: (704)936-1801

The following toll-free number is available for Applicant's customer service inquiries:

800-634-1374

2. Organizational Chart of Corporate Structure:

Attached hereto as Exhibit A.

3. Corporate Information:

Conterra Ultra Broadband, LLC is a limited liability company organized under the laws of the State of South Carolina. A copy of Applicant's Articles of Organization is attached as <u>Exhibit B</u>. A copy of Applicant's Authority to Transact Business in Tennessee is provided in <u>Exhibit C</u>. The names and address of the principal corporate officers are in <u>Exhibit D</u>. There are no officers in Tennessee. The biographies of the principal officers and other key technical staff are in <u>Exhibit E</u>.

4. Applicant is financially, technically and managerially qualified to operate and manage its proposed telecommunications operations in Tennessee:

A. Financial Qualifications:

Attached as <u>Exhibit F</u> are the Consolidated Financial Statements for the year that ended on December 31, 2012 for Conterra Ultra Broadband Holdings, Inc., the Applicant's parent company. The Applicant's financial statements contain proprietary, commercially sensitive information that is not available to the general public. Accordingly, <u>Exhibit F</u> is being submitted and filed under seal. The Applicant respectfully submits that public release of the enclosed information would disclose nonpublic and proprietary business information, whereas confidential treatment will not adversely affect the Authority's review of Conterra's application. Thus, Conterra respectfully requests that the information contained in <u>Exhibit F</u> be accorded confidential treatment and maintained under seal by the Authority. Finally, the Applicant respectfully submits that the attached Consolidated Financial Statements demonstrate that it has ample financial resources to fund the Applicant's proposed operations in Tennessee.

Attached as **Exhibit G** is the \$20,000 Surety Bond.

B. Managerial Ability:

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

C. Technical Qualifications:

Applicant is a highly experienced Ethernet and TDM transport carrier that specializes in the design, deployment and operation of customized transport networks. Applicant's services will satisfy the minimum standards established by the TRA. The company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TRA.

5. **Proposed Service Area:**

Applicant will provide two product and service packages: (1) cellular backhaul transport; and (2) access networks and broadband networks for K-12, healthcare and government entities. Each product and service is physically based on FCC licensed common carrier microwave and fiber optic transport. In addition, each network is customized to a specific customer's needs and requirements and is not available to the general public through retail sales by the Applicant.

Within cellular backhaul transport, the Applicant provides carrier grade Ethernet or TDM connectivity and transport from a wireless carrier or from a lower profile connection point (telecommunications tower, point of presence or carrier hotel). The Applicant supplies customer specified transport bandwidth from site A to Z. The contents of that transport, voice or data, are at the discretion of the customer.

Applicant holds certificates of authority to provide the above services in California, Montana, New Mexico, Texas, Virginia, and Washington State. In addition to the foregoing states, Applicant provides services, but does not hold a certificate of authority, in Alabama, Arkansas, Georgia, Indiana, Kentucky, Kansas, Louisiana, Maine, Michigan, Mississippi, New York, Oklahoma, Pennsylvania, South Carolina, Tennessee, Utah, Vermont, West Virginia, and Wyoming. Applicant has an application pending in Arizona and Georgia. Applicant has not been denied authority to provide telecommunications services in any state, nor has any state revoked the authority of Applicant to operate therein.

6. Repair and Maintenance:

Conterra understands the importance of effective customer service for local service customers. The toll free customer service number is 800-634-1374; additionally, customers can contact the company in writing at the headquarters address, or at www.conterra.com.

7. Public Interest:

Grant of the authority sought in this Application will serve the public interest. The entry of the Applicant into the local exchange market will enhance the provision of telecommunications services within Tennessee as prescribed by the Federal Telecommunications Act. Granting of this Application will not adversely impact, but rather will contribute to the availability of reasonably affordable local exchange service in Tennessee. The Applicant will provide customers with an optimal combination of price, quality, and customer service. The competition that the Applicant seeks to bring to local telecommunications markets will expand customer choice and spur higher service quality at lower prices through increased innovation and efficiency. The result will be a stimulus to economic growth and development, particularly in the information-intensive service industries that form an increasingly important component of the Tennessee economy. In addition, granting the requested certificate will not unreasonably prejudice or disadvantage any class of customers or service providers. According, the Applicant anticipates that its proposed services will serve the public interest and need by increasing customer choice of innovative, diversified, and reliable service offerings.

CONCLUSION

Based upon the information and attached and attached Exhibits, Conterra Ultra Broadband, LLC respectfully requests that the Commission grants its Application for a Certificate of Public Convenience and Necessity to provide local exchange telecommunications services as a competitive local exchange carrier in the state of Tennessee.

Respectfully submitted this $\frac{36^{\frac{1}{12}}}{2}$ day of June 2013.

Bv:

Angela C, Lee

VP, Corporate Counsel & Secretary 2101 Rexford Road, Suite 200E

Charlotte, NC 28211 Telephone: 704-936-1806

Fax: 704-936-1801

Email: alee@conterra.com

Exhibit A

Organizational Chart of Corporate Structure



Corporate Structure 6/2013

Conterra Ultra Broadband Holdings, Inc.
A Delaware Corporation

Conterra Ultra Broadband, LLC
A South Carolina Limited
Liability Company

Conterra Broadband
Inter-Mountain, LLC
A Colorado Limited Liability
Company

Conterra Wireless Broadband, LLC

A North Carolina Limited Liability Company **Exhibit B**

Articles of Organization

CENTIFIED TO BE A THUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE

ORIGINAL ON FILE IN THIS OFFICE

AMENDED

Sep 1 d 2005

ARTICLES OF ORGANIZATION

SECRETARY OF STATE OF SOUTH CARREINA

OF

CONTERRA ULTRA BROADBAND, LLC

Pursuant to §33-44-204 of the 1976 South Carolina Code of Laws, as amended, the undersigned limited liability company hereby submits the following for the purpose of amending its Articles of Organization.

- 1. The name of the company is Conterra Ultra Broadband, LLC.
- 2. The articles of organization of the limited liability company were filed on April 20, 2001.
- 3. The Articles of Organization are amended as follows:
 - (a) The management of the limited liability company shall be vested in its managers and not its members. Article 6 of the Articles of Organization is deleted in its entirety and replaced with the following:

"The management of the limited liability company is vested in its managers. The Manager of the limited liability company effective as of the filing of these articles is Stephen R. Leeolou and his address is 5955 Carnegie Blvd., Suite 350, Charlotte, NC 28209."

- (b) The designated office of the limited liability company is changed by deleting Article 2 in its entirety and replacing it with the following:
 - "The designated office of the limited liability company in South Carolina is: 2 Office Park Court, Suite 103, Columbia, South Carolina, 29223."
- (c) The registered agent for service of process and the street address of the agent for services of process in South Carolina is changed by deleting Article 3 in its entirety and replacing it with the following:

"The registered agent for service of process is National Registered Agents, Inc. and the street address in South Carolina for this agent for service of process is: 2 Office Park Court, Suite 103, Columbia, South Carolina, 29223."

(d) Article 9 is deleted in its entirety.

050825-0015 FILED: 08/24/2005 CONTERRA ULTRA BROADBAND, LLC

Filing Fee: \$110.00 ORIG

South Carolina Secretary of State

4. These Articles will be effective upon file	ng.
This the δ day of $\hbar \nu_{sus} t$, 2005	
	CONTERRA ULTRA BROADBAND, LLC
	By: Southstar Capital, LLC, Member/Manager By: Lun C Leelan
	Stephen R. Leeolou, Manager

Exhibit C

Applicant's Authority to Transact Business in Tennessee

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Friday, June 28, 2013 at 5:00 p.m. through Monday, July 1, 2013 at 8:00 a.m. Online services will be unavailable as we perform system maintenance. Please complete any work prior to these times. We apologize for the inconvenience.

Business Services Online > Search Business Information > Business Entity Detail

Business Entity Detail

Entity details cannot be edited. This detail reflects the current state of		Actions Available For This Entity:		
he filing in the system.			File Annual Report	Update Mailing Address
Return to the <u>Business Information Search</u> .		Certificate of Existence	Change Registered Agent	
000628911: Limited Liz	ibility Compa	ny - Foreign		Printer Friendly Version
1	Name: Conterr	a Ultra Broadband, LLC		
Foreign !	Name:			
s	tatus: Active		Initial Filing	Date: 04/05/2010
Form	ed in: SOUTH	CAROLINA	Delayed Effective	Date:
Fiscal Year	Close: Decemb	per	AR Due	Date: 04/01/2014
Term of Dur	ation: Perpetu	al	Inactive	Date:
Principal (Office: 2101 RI STE 200 CHARLO			
Mailing Add	dress: 2101 RI STE 200 CHARLO			
AR Ex	empt: No		Obligated Member E	ntity: No
Manage	ed By: Manage	r Managed	Number of Mem	bers: 1
Assumed Names	History	Registered Agent		
Name	,	Status	Expires	
No Assumed Names Foun	ıd			

Division of Business Services 312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor Nashville, TN 37243 615-741-2286 Email | Directions | Hours and Holidays

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Exhibit D

Name and Address of the Principal Corporate Officers

Stephen R. Leeolou	Director/Chairman/Chief Executive Officer
Conterra Ultra Broadband, LLC	
2101 Rexford Road, Suite 200E	
Charlotte, NC 28211	
sleeolou@conterra.com	
Telephone: 704-936-1802	
Facsimile: 704-936-1801	
Dennis Francis	President/Chief Operating & Technology Officer
Conterra Ultra Broadband, LLC	
2101 Rexford Road, Suite 200E	
Charlotte, NC 28211	
dfrancis@conterra.com	
Telephone: 704-936-1816	
Facsimile: 704-936-1801	
Eric D. Burgess	Executive Vice President & Chief Financial Officer
Conterra Ultra Broadband, LLC	
2101 Rexford Road, Suite 200E	
Charlotte, NC 28211	
eburgess@conterra.com	
Telephone: 704-936-1810	
Facsimile: 704-936-1801	
Van Snowdon	Executive Vice President, Corporate Development
Conterra Ultra Broadband, LLC	
2101 Rexford Road, Suite 200E	
Charlotte, NC 28211	
vsnowdon@conterra.com	
Telephone: 704-936-1803	
Facsimile: 704-936-1801	
Keith Stines	Senior Vice President, Corporate Deployment
Conterra Ultra Broadband, LLC	
2101 Rexford Road, Suite 200E	
Charlotte, NC 28211	
kstines@conterra.com	
Telephone: 704-936-1807	
Facsimile: 704-936-1801	
Tom Prestwood	Executive Vice President, U.S. Sales & Marketing
Conterra Ultra Broadband, LLC	,
2101 Rexford Road, Suite 200E	
Charlotte, NC 28211	
Telephone: 704-936-1800	
Facsimile: 704-936-1801	
Angela C. Lee	VP, Corporate Counsel & Secretary
Conterra Ultra Broadband, LLC	, ,
2101 Rexford Road, Suite 200E	
Charlotte, NC 28211	
Telephone: 704-936-1806	
Facsimile: 704-936-1801	
Tucanine, 704 330 TOOT	

Exhibit E

Managerial and Technical Expertise of Applicant's Key Management and Technical Personnel

Management Team

Conterra is led by a team of senior executives with deep and relevant industry experience. Having built one of the largest, independently-owned cellular companies in the United States (Vanguard Cellular) in outer suburban and rural areas, we understand and meet our customer's needs because we used to be one.

Stephen R. Leeolou

Chairman & Chief Executive Officer

Stephen R. Leeolou has spent the past 30 years in the telecommunications and communications industries. From 1982 to 1999, Mr. Leeolou was co-founder and COO, then CEO of Vanguard Cellular Systems, Inc., one of the first cellular telephone companies in the United States. Headquartered in Greensboro, N.C., Vanguard operated in 28 suburban and rural markets in the eastern U.S. under the Cellular One brand name. Mr. Leeolou helped guide the company through more than \$1 billion of private and public financing transactions, dozens of acquisitions, and operating growth that reached nearly one million subscribers.

Publicly listed on NASDAQ, Vanguard was sold to AT&T in 1999 for approximately \$1.7 billion. After the sale of Vanguard, Mr. Leeolou served for two years as Chairman and CEO of InterAct Electronic Marketing, Inc. which provided on-line and in-store targeted promotional services in the U.S. and U.K. retail grocery and pharmacy industries.

In 2002, Mr. Leeolou formed SouthStar Capital, LLC, a private investment firm owned primarily by Mr. Leeolou and his family which, in 2004, became and remains Conterra's largest owner.

Prior to his 17 years in wireless communications, Mr. Leeolou was a print, radio and television journalist, primarily in the southeastern U.S. He is a 1978 graduate of James Madison University and was appointed by Governors Warner and Kaine of Virginia to serve on the JMU's Board of Visitors, a position held for eight years.

Dennis B. Francis, P.E.

President U.S. Operations & Chief Technology Officer

Dennis Francis has been with Conterra since 2005. He has more than 30 years of experience as an engineer, senior technical manager and operating manager in major telecom corporations that include Southwestern Bell, Ericsson, Nortel, Vanguard Cellular Systems, AT&T Wireless, US Wireless and Nextel.

Mr. Francis worked with Mr. Leeolou at Vanguard from 1992 – 1999 as Executive Vice President and Chief Technology Officer where he was in charge of all technology development for both cellular and IT systems. While at Nextel from 2001 to 2005, Mr. Francis was responsible for all IT systems supporting sales, marketing, customer service/operations and new products.

Mr. Francis is a licensed Professional Engineer and served on President Bush's National Security Telecommunications Advisory Committee (NSTAC) in 2002 and 2003. In April 2009, Dennis was recognized by six Texas universities for his achievements and dedication in the field of Industrial Engineering with the first Lifetime Achievement Award for Industrial Engineering given jointly by these universities. He received a B.S. in Engineering from the University of Texas-Arlington.

Eric D. Burgess

Executive Vice President & Chief Financial Officer

Eric Burgess has more than 20 years of financial management experience including all aspects of accounting, financial reporting, internal controls, budgeting and forecasting. Mr. Burgess has held senior management positions in various entities ranging from start-up, privately held companies to large, publicly traded companies.

Mr. Burgess has been involved in securing financings for these entities ranging from small debt facilities to private and public offerings in excess of several hundred million dollars. Mr. Burgess has extensive mergers and acquisition experience on both the buy and sell sides.

Mr. Burgess was Controller and Chief Accounting Officer of Oakwood Homes which was a publicly traded company with revenues in excess of \$1.5 billion. Subsequent to Oakwood he joined YOUcentric which was a CRM technology company. While at YOUcentric he helped close a \$24 million equity round and subsequent sale of the Company to JDEdwards. Prior to his commercial industry experience, Mr. Burgess was with the international accounting firm PricewaterhouseCoopers for seven years.

Mr. Burgess is a Certified Public Accountant. He obtained a B.S. in Business Administration and a Masters of Accounting from the University of North Carolina at Chapel Hill.

Van E. Snowdon

Executive Vice President, Corporate Development

Van Snowdon has more than 30 years experience in developing and operating domestic and international emerging technology, wireless telecom and growth businesses. His expertise includes the recruitment of strategic partners, managing complex bid processes and contracts, authoring business plans, navigating regulatory issues, building diverse management teams and structuring core business processes from network operations to sales and marketing functions. He has participated in the raising of more than \$1 billion in capital.

Previous executive positions held by Mr. Snowdon from 1989 to 1999 include Senior Vice President and founding executive of Vanguard's Government Sales & Services Division, President of Vanguard's International Division, President of International Wireless Corporation and Executive Vice President of International Development at InterAct Electronic Marketing.

Prior to these executive positions, from 1986 – 1988, Mr. Snowdon served as Director of NCR Corporations' Government Services Division in Washington, D.C. where he was responsible for worldwide federal government and defense agencies operations. He has served on the board of directors of seven international companies including two chairmanships.

Mr. Snowdon received his B.A. in Marketing and Management and his M.B.A. from James Madison University.

Tom Prestwood

Executive Vice President, U.S. Sales & Marketing

Tom Prestwood has more than 25 years of executive management experience in the telecommunications industry. His background is primarily in the wireless carrier and tower sectors working for companies that include Vangaurd Cellular Systems, AT&T Wireless, Telecorp PCS, Spectrasite Communications, and Mastec-Nsoro.

Mr. Prestwood has extensive senior level experience managing Operations and Sales & Marketing teams of up to 500 employees and more than \$125M in revenues. Throughout his career, Mr. Prestwood has directly managed major customer accounts such as NBC TV, Clear Channel TV, Sinclair TV, and AT&T Wireless.

Tom graduated with a Bachelor of Science degree in Business from the University of Tennessee at Chattanooga.

Mark J. Heller

Senior Vice President, Network Deployment

Mark Heller's career includes more than 20 years as a project deployment leader in the wireless and wireline industries, including working for major carriers such as Vanguard Cellular Systems, AT&T Wireless and Cingular Wireless. While at AT&T Wireless and Cingular Wireless, Mr. Heller was responsible for an annual capital budget in excess of \$250 million and a staff of over 40 direct and indirect network deployment personnel, including the assimilation of several nationwide, third-party deployment integrators into his markets.

During his ongoing career in telecommunications, Mr. Heller has been responsible for all aspects of access and backhaul network development for over 6,100 sites including: RF Design Engineering, Site Acquisition, Municipal Approvals, Procurement, Construction, Integration, Commissioning and Network Acceptance. His responsibilities included new site deployments as well as all growth related projects within the existing networks.

Mr. Heller is a graduate of Penn State University.

Keith W. Stines

Senior Vice President, Network Engineering

Keith Stines has more than 30 years of project management and telecommunications experience. He began his career in the commercial construction industry as a Project Manager for a large, regional general contracting firm in the Carolinas. After serving as Senior Project Manager for one of the larger construction companies in coastal South Carolina, he opened his own construction company in 1985, establishing one of the first design/build commercial construction businesses in Myrtle Beach, SC. He continued to own and operate that company for 15 years. In 1990, Mr. Stines founded an associated business, specifically focused on construction and development services for the cellular industry. Providing turnkey acquisition, permitting, site planning and construction services for more than 1,500 cell sites, he led that company as it grew to operate in 23 states with 16 different wireless carriers and infrastructure providers. In 2001, having had 15 years of experience as an owner/operator of start-up businesses, Mr. Stines relied on his acquired knowledge of the wireless communications industry, and was instrumental in founding Conterra. He continues to serve a key role in developing Conterra's operations strategy.

Craig K. Simpson

Vice President, Backhaul Sales & Development

Craig Simpson has more than 20 years of telecommunications sales and marketing experience in wholesale and enterprise markets. Prior to joining Conterra, Mr. Simpson spent 13 years in various sales and marketing senior management positions at US LEC/PAETEC. He led the sales organization during one of its highest growth periods in the company's history and opened up 16 sales offices in the eastern US. During this tenure, he also helped US LEC complete a successful IPO and, ultimately, a merger with PAETEC.

Prior to US LEC/PAETEC, Mr. Simpson worked with MCI for 9 years in various sales and marketing roles of increasing responsibility. Before joining MCI, he was an Account Representative and Marketing Programs Specialist within the medical division of Unisys Corporation.

Mr. Simpson earned a B.S. in Marketing from Miami University in Ohio.

Exhibit F

Consolidated Financial Statements for Year Ended December 31, 2012

(Filed Under Seal)

Exhibit G

Surety Bond

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #:0622440_	
WHEREAS, Contenna Ultra Broadband, IIC	(the "Principal"), has
applied to the Tennessee Regulatory Authority for a	authority to provide telecommunications services in the State of Tennessee; and
required to file this bond in order to obtain such auti	ter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is hority and to secure the payment of any monetary sanction imposed in any enforcement Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the
WHEREAS, International Fidelity Insuran	ce Carpany
Insurance to engage in the surety business in this st	s in the State of Tennessee and duly authorized by the Tennessee Commissioner of ate pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to apply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code
accordance with the provisions of Tennessee Code A dollars (\$20,000.00) lawful money of the United Stati imposed against the Principal, its representatives, Tennessee Code Annotated or the Consumer Telen	rincipal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand tes of America to be used for the full and prompt payment of any monetary sanction successors or assigns, in any enforcement proceeding brought under Title 65 of narketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ins, each jointly and severally, firmly and unequivocally by these presents.
annual renewal period or portion thereof shall constituthe liability of the Surety shall not be cumulative, and bond shall not exceed Twenty Thousand Dollars (\$20,	h day of June, 2013, and shall be continuous; provided, however, that each a new bond term. Regardless of the number of years this bond may remain in force, d the aggregate liability of the Surety for any and all claims, suits or actions under this ,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of ed mail, it being understood that the Surety shall not be relieved of liability that may neellation.
PRINCIPAL	SURETY
Conterna Ultra Broadband, LLC	International Fidelity Insurance Corpany
Name of Company authorized by the TRA	Name of Surety
	One Newark Center, Newark, NJ 07102
Company ID # as assigned by TRA	Address of Surety
SIGNATURE OF PRINCIPAL	SIGNATURE OF SURETY AGENT,
Name: Angela C. Lee Title: VP, Corporate Counsel &	Name: Amy R. Waugh Title: Attorney In Fact
Secretary	-
	Address of Surety Agent: 301 South Tryon Street, Suite 2600
	Charlotte, NC 28282

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

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF XXXXXXXX NORTH CAROLINA COUNTY OF MECKLENBURG
Before me, a Notary Public of the State and County aforesaid, personally appeared with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of onk we Uliva Breadband, LLC, and he acknowledged to me that he executed the same.
WITNESS my hand and seal this 28th day of June, 2013.
My Commission Expires: August 19 20 17 18 18 18 18 18 18 18 18 18 18 18 18 18
ACKNOWIE CORNING SURETY
STATE OF THE PROPERTY OF THE CAPOLINA COUNTY OF TOWN
Before me, a Notary Public of the State and County aforesaid, personally appeared
My Commission Expires: B GULLE August 26, 2014 August 26, 2014 Notary Public - Jernifer B. Gullett Notary Public - Jernifer B. Gullett Notary Public - Jernifer B. Gullett
This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this day of, 20
Name: Title:

INTET ATIONAL FIDELITY INSURANCE OMPANY OALLEGHENY CASUALTY COMPAY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY, 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

AMY R. WAUGH, MATTHEW W. VARNER, JENNIFER B. GULLETT, CATHERINE THOMPSON, WALTER S. CALDWELL

Charlotte, NC.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of. Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto, and. (2) any such. Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

SEAL 1904 1 FR

STATE OF NEW JERSEY County of Essex

Abut hit

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

1936

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

OF NEW SERVICE

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Mar. 27, 2014

Cathy Vazgue

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

INTESTIMONY WHEREOF, I have hereunto set my hand this 28th day of June, 2013

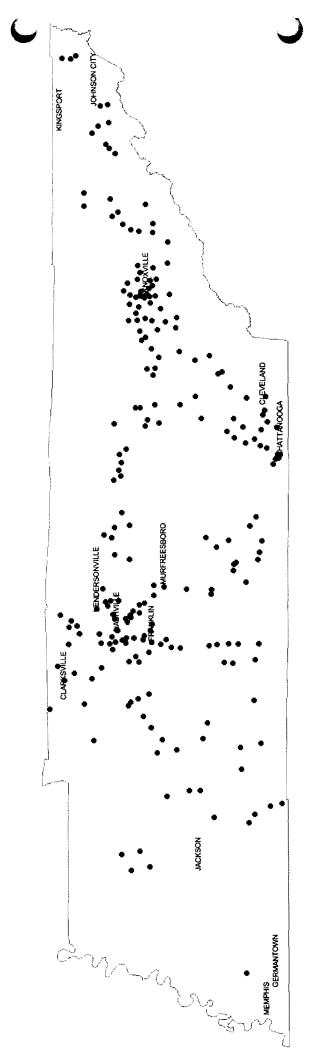
MARIA BRANCO, Assistant Secretary

Maria H. Granco

Appendix A

Geographic Area to be Served

(Statewide-Footprint Attached)



Appendix B

Illustrated Tariff

Conterra Ultra Broadband LLC

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES WITHIN THE STATE OF TENNESSEE

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for telecommunications services provided by Conterra Ultra Broadband, LLC with principal offices at 2101 Rexford Road, Suite 200E, Charlotte, North Carolina 28211. This tariff is on file with the Tennessee Public Service Commission, and copies may be inspected during normal business hours the Conterra Ultra Broadband, LLC's principal place of business.

Toll free number: 1-800-634-1374

ISSUED:	_	EFFECTIVE:	

Angela Lee Corporate Counsel & Secretary 2101 Rexford Road, Suite 200E Charlotte, NC 28211 Telephone: 704-936-1806 Fax number: 704-936-1801

Email address: alee@conterra.com

CHECK SHEET

PAGE NO.	REVISION
PAGE NO. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	REVISION Original*
23 24	Original* Original*

^{* -} Denotes new or revised page with this filing.

TABLE OF CONTENTS

Title Sheet	1
Check Sheet	2
Table of Contents	3
Symbols Sheet	4
Tariff Format Sheet	5
Section 1 - Definitions	6
Section 2 - Rules and Regulations. 2.1 Application of Tariff	7 10 15 15 16 17 17 17
Section 3 - Description of Service	20 20 20
Section 4 – Rates 4.1 Rates 4.2 Application of Rates 4.3 Taxes and Surcharges	21

SYMBOLS SHEET

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

TARIFF FORMAT SHEET

- A. Page numbering Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, new pages 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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Commission allows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence -There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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).l. 2.1.1.A.1.(a).l.(i). 2.1.1.A.1.(a).l.(i).

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists contained in the tariff, with a cross reference to the current revision number. When new pages are added the Check Sheet 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 Sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 - DEFINITIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Company - Conterra Ultra Broadband LLC

Common Carrier – An authorized company or entity providing telecommunications service to the public.

Commission – The Tennessee State Corporation Commission

Customer - The person, firm, corporation or other entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer or End User.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Telecommunications – The transmission of voice, data, facsimile, signaling, metering, or other similar communications.

WAN: Wide Area Network

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This Tariff contains the regulations and rates applicable to intrastate local exchange telecommunications services provided by Company for telecommunications between points within the State of Tennessee. Company's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.
- 2.1.2 Company's services may be provided over the telecommunications channels, facilities or services of other facilities-based carriers and may involve the resale of services of underlying Common Carriers.
- 2.1.3 The rates and regulations contained in this Tariff apply only to the services furnished by Company to the Customer and do not apply to lines, facilities, or services used in accessing the services of Company that are not provided by Company.
- 2.1.4 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.

2.2 Use of Services

- 2.2.1 Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Company's services 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.
- 2.2.3 Company's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.
- 2.2.4 Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

SECTION 2 - RULES AND REGULATIONS (continued)

2.2.5 Company's services may be cancelled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3 Liability of the Company

- 2.3.1 Due to the unavoidability of errors incident to the services and to the use of the facilities furnished by the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations set forth herein.
- 2.3.2 The liability of the Company for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the service involved. Under no circumstances shall the Company be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.3.3 Company shall not be liable for any act or omission of any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omission of any other providers of connections, facilities, or service other than the Company; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.4 Company shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment of instruments, apparatus and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Company.
- 2.3.5 Company shall not be liable for any unlawful or unauthorized use of Company's facilities and service, unless such use results solely from the negligence or willful misconduct of Company.

SECTION 2 - RULES AND REGULATIONS (continued)

2.3.6 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.4 Force Majeure

- 2.4.1 Except as provided in Sections 2.4.2 through 2.4.4 below, and notwithstanding any provision or inference to the contrary contained in this Tariff, neither party shall be liable for any failure or suspension of performance due to an act of God; fire; explosion; local, state or federal government action; unusual shortage of materials; strike or other labor unavailability; riot or war (individually, a "force majeure event"). The party claiming relief under this section shall exercise reasonable efforts to minimize the time of any failure or suspension of performance hereunder and promptly notify the other party of the occurrence of the force majeure event. Notwithstanding the foregoing, in no event shall a failure to pay sums required pursuant to this Tariff or any service order(s) be deemed, or postponed by, a force majeure event.
- 2.4.2 If a failure of performance arising out of a force majeure event shall be solely on the part of Customer and shall be for thirty (30) days or less, then the affected service shall remain in effect and Customer shall remain liable for all charges therefore. If such failure of performance by Customer shall be in excess of thirty (30) days, Customer shall have the option either to maintain the affected service by continuing payments or to cancel the affected service by notice to Company without further liability of the parties.
- 2.4.3 If a failure of performance arising out of a force majeure event shall be solely on the part of Company and shall be for thirty (30) days or less, then the affected service shall remaining effect with no liability on the part of Company, and Customer shall have no liability for recurring charges as to the period of Company's nonperformance as to the affected service. If such failure of performance by Company shall be in excess of thirty (30) days ("Failed Performance Period"), then the affected service may be canceled by Customer any time thereafter but no later than twenty (20) days after the end of the Failed Performance Period without further liability of the parties, provided that until such time as Customer cancels the



affected service, such service shall remain in effect with no liability on the part of Company; and, until the sooner of such time as Customer so cancels the affected service or resumption of Company's performance after the force majeure event, Customer shall have no liability for recurring charges as to said period of Company's nonperformance as to the affected service.

2.4.4 If a failure to perform arising out of a force majeure event shall be on the part of both Customer and Company shall be for thirty (30) days or less, then the affected service shall remain in effect with no liability on the part of Company, and Customer shall have no liability for recurring charges as to the period of Company's nonperformance as to the affected service. If such failure of performance by both parties shall be in excess of thirty (30) days, then the affected service may be canceled by either party without further liability of the parties thereunder any time within twenty (20) days after the end of such force majeure event(s), provided that until the sooner of such time of cancellation or resumption of Company's performance after any force majeure event, Customer shall have no liability for recurring charges as to said period of Carrier's nonperformance as to the affected service.

2.5 Obligations of the Customer

- 2.5.1 The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Company or as required by law; and for assuring that end users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.5.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Company on the Customer's behalf.

SECTION 2 - RULES AND REGULATIONS (continued)

- 2.5.3 If required for the provision of Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Company.
- 2.5.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment used for or with the provision of Company's services.
- 2.5.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, 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, Company may terminate the Customer's service.
- 2.5.6 The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.5.7 The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.5.8 The Customer shall indemnify and save Company harmless from all liability disclaimed by Company as specified in Section 2.3 above, arising in connection with the provision of service by Company.

SECTION 2 - RULES AND REGULATIONS continued

2.5.9 Customer has the sole responsibility and liability for obtaining at its expense any and all third party access rights (including, without limitation, entrance facilities and interconnection) that Customer desires or requires for Customer to access Customer's customers from or between any Carrier Point of Presence and said customer.

2.6 Cancellation or Interruption of Services

- 2.6.1 Without incurring liability, Company may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:
 - 2.6.1.1 For nonpayment of any sum due Company for more than thirty (30) days after issuance of the bill for the amount due;
 - 2.6.1.2 For violation of any of the provisions of this Tariff;
 - 2.6.1.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's services;
 - 2.6.1.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its services;
 - 2.6.1.5 If Company is reasonably unable to furnish all of the service requested by Customer for any cause other than Company's negligence or willful misconduct; or
 - 2.6.1.6 If any material rate or term contained in this Tariff is substantially changed adversely to Company by order of the Commission and such order is sustained by the highest court of competent jurisdiction to which the matter is appealed.
- 2.6.2 Procedures for discontinuance of existing service:
 - 2.6.2.1 Company may discontinue service without notice for any of the following reasons:

SECTION 2 - RULES AND REGULATIONS continued

- 2.6.2.1.1 If a Customer or User causes or permits any signals or voltages to be transmitted over Company's network in such a manner as to cause a hazard or to interfere with Company's service to others.
- 2.6.2.1.2 If a customer or User uses Company's services in a fraudulent manner.
- 2.6.2.2 In all other circumstances, Company will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Company is not prepared to accept payment of the amount due and to reconnect service.
- 2.6.2.3 Without incurring liability, Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.6.2.4 Service may be discontinued by Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when Company deems it necessary to take such action to prevent unlawful use of its service. Company will restore service as soon as it can be provided without undue risk.

2.7 Credit Allowance for Certain Interruption of Services

2.7.1 Interruption means an interruption or degradation of the service provided by Company that violates Company's technical standards for such service as set forth in Customer's Service Agreement including, a failure of any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment or software attached thereto. Interruption shall not include the failure of any service or facilities provided by a

SECTION 2 - RULES AND REGULATIONS 2.7.1 continued

Common Carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

- 2.7.2 Customer shall be entitled to a credit for any Interruption of Service exceeding thirty (30) minutes in duration, computed at a rate of 1/1460 of the monthly recurring charge applicable to the service subject to said Interruption for each half hour or majority fraction thereof that such Interruption continues, measured as provided below, after the maintenance time permitted Company pursuant to Section 2.3.6 below; provided that if more than one Interruption occurs within a twenty-four (24) hour period, the length of all such Interruptions shall be aggregated and treated as a single Interruption for purposed of determining the availability and amount of a credit. Interruptions shall be measured from the time that Company receives notice of such Interruption to the time of material restoration of the applicable portion of the service, less any maintenance time permitted Company pursuant to Section 2.3. 6 below, and less any time period during which Customer fails to accord access to Cornpany to any necessary facilities provided by Customer for the purpose of investigating and curing such Interruption. Customer may notify Company of an Interruption by telephone, facsimile, electronic mail, courier or any such similar expedited cornmunication methodology. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.
- 2.7.3 In the event of an Interruption on more than five (5) days during any thirty (30) day period (and so long as such Interruption does not arise out of the events, acts or omissions described in Section 2.3.5 below), Customer as its sole remedy shall, at its option, have the right to either (1) terminate the affected service without further liability of the parties; or (2) receive a credit in an amount equal to one (1) month's recurring charge for the affected service.
- 2.7.4 In the event of required maintenance or Interruption arising out of (1) any problem with any service provided by a party other than Company, or (2) the acts or omissions of Customer or Customer's agents, servants,

SECTION 2 - RULES AND REGULATIONS (2.7.4 continued)

employees, officers, directors, contractors, subcontractors, invitees or representative, including, without limitation, Customer's equipment malfunction or improper use, Customer shall not be entitled to any credit. Company shall have no liability to Customer for such maintenance or Interruption. Customer shall continue to be liable for all payments for which Customer is obligated to pay under this Tariff and any and all Service Order(s) as if such Interruption had not occurred. Customer shall pay, promptly on Company's demand, Company's standard maintenance service call fee plus Company's maintenance, repair, and replacement costs arising out of the events, acts, and omissions described in subparagraph (2) of this section. Company's standard maintenance service call fee is \$150.00 per hour, 7:00 a.m. to 5:00 p.m. Monday through Friday, and \$250.00 at all other times and on Holidays, with a two hour minimum billing requirement.

2.7.5 Maintenance of Company's system may, from time to time, result in Interruption of Service, provided that, to the extent reasonably possible, maintenance shall be performed during non-peak hours (namely, the hours between midnight to 6:00 a.m. Eastern Standard Time). Company shall provide Customer two (2) business days notice (except in the event of an emergency no notice shall be required) prior to its undertaking any maintenance which may be reasonably expected to result in Interruption of Service: such notice shall be provided via telephone, facsimile, electronic mail, courier or any such similar expedited communications methodology, without the need for a written duplicative notice being delivered. Maintenance required by Company which results in Interruption of Service shall not entitle Customer to a credit if such maintenance is completed as soon as reasonably practicable and does not exceed six (6) hours (said six-hour period to be measured from the time of Company's receipt of notice as to the need for required maintenance, except as to routine maintenance which shall be measured from the beginning of the subject Interruption); in the event such maintenance exceeds four (4) hours, Customer's sole remedy shall be credit as provided above.

2.8 Payment and Rendering of Bills

2.8.1 Customers will be billed directly by Company.

SECTION 2 - RULES AND REGULATIONS continued

- 2.8.2 Company will render invoices monthly. Payment is due within thirty (30) days after Customer's receipt of its invoice.
- 2.8.3 If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the subject invoice due date, which shall not be sooner than 20 days from the mail date on the bill, then a late payment penalty shall be due the company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5 percent. Company may invoice Customer for the late payment charge on the next regular monthly invoice.
- 2.8.4 For Returned Checks: The Customer will be assessed a returned check charge of \$20.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor. This charge is inclusive of the bank fee plus a reasonable Company administrative fee.

2.9 Validation of Credit

Company reserves the right to validate the credit worthiness of Customers.

2.10 Disputed Bills

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Company within ninety (90) days after such bills are rendered. Customer nevertheless shall pay to Company no later than the subject invoice due date the undisputed amount, if any, due and owing to Company and provide to Company no later than the subject invoice due date, in writing, the grounds upon which Customer is contesting the disputed amount. In the event that the parties are unable to amicably resolve the issues raised by Customer concerning the Disputed Amount within ninety (90) days of the billing date:

SECTION 2 - RULES AND REGULATIONS (continued)

2.10.1 Customer or Company may file an appropriate complaint with the Commission staff. The current address for filing complaints is:

Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243 Telephone: (800)342-8359

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

Any billing dispute between the Company and a Customer that is being investigated by the Company or the Commission shall be considered a bona fide dispute until the Company or the Commission, whichever is the investigating entity, completes its investigation and advises the Customer of its determination. The Customer's service or services, which are subject to the dispute, shall not be disconnected pending resolution of a bona fide dispute.

2.11 **Deposits**

Company does not require a deposit from the Customer.

2.12 Advance Payments

For Customers from whom Company feels an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.13 **Taxes**

All federal excise taxes and state and local sales taxes, are billed as separate items and are not included in the quoted rates. Customer shall pay to Company gross receipts, right-of-way, franchise, sales and use taxes and other similar charges that are levied upon or assessed against Company or Company's

SECTION 2 - RULES AND REGULATIONS (2.12 continued)

property or legally required to be collected by Company as a direct result of Carrier's provision of service to Customer within thirty (30) days of Company's written request therefore, but in no event shall Customer be obligated to pay income taxes levied upon Company's net income.

2.14 **Shortage of Equipment or Facilities**

- 2.14.1 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.
- 2.14.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Common Carriers to furnish service from time to time as required at the sole discretion of the Company.

2.15 **Special Construction**

- 2.15.1 When it is necessary for the Company to provide outside plant construction, either on a public road or on private property, which is other than that usually provided for the area and class of service furnished, the customer or other party requiring such special construction is required to pay the difference between the estimated cost of usual construction and the estimated cost of the type of construction provided under the conditions specified herein. These costs are calculated as the cost to the Company plus an administrative charge, minus any credit for salvage or reuse. Such special construction includes, but is not limited to:
 - (1) underground construction where aerial construction would usually be provided,
 - (2) submarine cable,
 - (3) greater quantity or a different type of facilities than that which the Company would otherwise construct in order to fulfill the customer's initial requirements for service,

SECTION 2 - RULES AND REGULATIONS (2.14 continued)

- (4) routing facilities different from that which the Company would normally utilize,
- (5) expedition of the construction of facilities at greater expense than would otherwise be incurred

2.16 Other Services Provided by Company

Company may agree to provide other services or facilities to Customer that are not regulated telecommunications services, including arranging on Customer's behalf for telecommunications services, such as local loop services, to be provided by other common carriers. Any such services are not covered by or subject to this Tariff, but are subject to other agreements or arrangements between Company and Customer.

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Individual Case Basis (ICB) Arrangements

All of the services provided by Conterra are provided on an individual case basis ("ICB"). Arrangements are developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for services. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All ICB arrangements will be filed with or made available to the Commission upon request.

3.2 Dedicated, Point-to-Point Ethernet WAN Service

This service enables Customer to meet the demands of bandwidth intensive applications between locations with reliable, scalable, point-to-point Ethernet connectivity. This carrier grade, broadband, Layer 2 service provides secure, high-speed connectivity that scales from 10 Mbps to 10 Gbps.

3.3 Dedicated Virtual Ethernet WAN Service

This service combines the flexibility of a point-to-multipoint configuration with guaranteed bandwidth so you can be certain you will have the necessary capacity to support your remote users. With this Service, Company specifies the Committed Information Rate ("CIR").

3.4 Switched Virtual Ethernet WAN Service

This service is a transparent WAN in which multiplexing occurs within the network. With this service, Company allows Customer a Peak Information Rate "PIR") to burst up to this rate when capacity is available.

3.5 Other Services

Other services may be provided by the Company.

SECTION 4 – RATES AND CHARGES

4.1 Rates

All of the services provided by Conterra are provided on an individual case basis ("ICB"). Arrangements are developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for services. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

4.2 Application of Rates

- 4.2.1 Where this Tariff provides for a Standard Rate or Charge for a service, such Standard Rate or Charge shall apply to Customer's use of such service regardless of the terms of Customer's Customer Service Agreement, if any, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement.
- 4.2.2 Where this Tariff provides for a Minimum Rate or Charge and a Maximum Rate or Charge for a service, the rate or charge applicable to Customer's use of such service shall be the rate or charge specified for such service in Customer's Customer Service Agreement, if any; provided, however:
 - A. If the rate or charge specified for a service in Customer's Customer Service Agreement is less than the Minimum Rate or Charge provided for such service in this Tariff, then the rate or charge

SECTION 4.2.2 continued

applicable to Customer's use of such service shall be the Minimum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement;

- B. If the rate or charge specified for a service in Customer's Customer Service Agreement is greater than the Maximum Rate or Charge provided for such service in this Tariff, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 4.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement;
- C. If no rate or charge is specified for a service in Customer's Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff; and
- D. If Carrier provides a service to Customer in the absence of a Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff.
- 4.2.3 The term of a Service Order (the "Service Order Term") shall be the "Term" set forth in the applicable Service Order. Each Service Order shall be in effect for the duration of the Service Order Term thereof, unless sooner canceled or terminated as provided in this Tariff or Customer's Customer Service Agreement. Upon cancellation or termination of any Service Order, Customer shall discontinue use of the capacity provided pursuant thereto; however, if Customer continues to use said capacity provided pursuant to the canceled or terminated Service Order, the Service Order Term shall not renew, Customer shall discontinue such use voluntarily or on Carrier's demand and, until Customer discontinues said use, the subject Service Order shall continue in effect on a daily basis (the "Holdover Term") at the lesser of the Maximum rate or one hundred twenty-five percent (125%) of the rate specified in the expired Service Order or the Customer Service Agreement (pro-rated daily).

SECTION 4 – RATES AND CHARGES continued

4.3 Taxes and Surcharges

Customer shall pay to Carrier gross receipts, right-of-way, franchise, sales and use taxes, and other similar charges that are levied upon or assessed against Carrier or Carrier's property or legally required to be collected by Carrier as a direct result of Carrier's provision of service to Customer within thirty (30) days of Carrier's written request therefor, but in no event shall Customer be obligated to pay income taxes levied upon Carrier's net income.

Appendix C

Notice of Filing

(A copy of the attached Notice of Filing was sent to the ILECs of Tennessee)

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF THE APPLICATION OF CONTERRA ULTRA BROADBAND, LLC FOR A CERTIFICATE TO PROVIDE COMPETING LOCAL TELECOMMUNICATIONS SERVICES))))							
NOTICE OF FILING								
TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)								
PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on July 1, 2013, Conterra Ultra Broadband, LLC filed an Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Telecommunications Services.								

This 1st day of July, 2013.

Conterra Ultra Broadband, LLC

By: _____ Angela C. Lee

VP, Corporate Counsel & Secretary

10/29/2012

TRA List Of ILEC Providers

ILEC ID	Company Name	<u>Address</u>		City	<u>State</u>	<u>Zip</u>
21	Ardmore Telephone Company	237 N. 8th Street		Mayfield	KY	42066-0000
1	BellSouth Telecommunications, LLC	333 Commerce Street		Nashville	TN	37201-3300
14	CenturyTel of Adamsville	PO Box 680644		Franklin	TN	37068
15	CenturyTel of Claiborne	PO Box 680644		Franklin	TN	37068
17	CenturyTel of Ooltewah-Collegedale	PO Box 680644		Franklin	TN	37068
13	Concord Telephone Exchange, Inc.	PO Box 22995		Knoxville	TN	37933-0995
16	Crockett Telephone Company	Attention Lisa Wigington	PO Box 24207	Jackson	MS	39225-0000
74668	Frontier Communications of Tennessee	5003 S. Miami Blvd.	Suite 300	Durham	NC	27703-0000
20	Frontier Communications Of The Volunteer State	5003 S. Miami Blvd.	Suite 300	Durham	NC	27703-0000
22	Humphreys County Telephone Company	P. O. Box 22995		Knoxville	TN	37933-0995
23	Loretto Telephone Company	P. O. Box 130		Loretto	TN	38469-0000
24	Millington Telephone Company, Inc.	4880 Navy Road		Millington	TN	38053-0000
18	Peoples Telephone Company	Attention Lisa Wigington	PO Box 24207	Jackson	MS	39225-0000
12	Tellico Telephone Company	PO Box 22995		Knoxville	TN	37933-0995
11	Tennessee Telephone Company	PO Box 22995		Knoxville	TN	37933-0995
25	United Telephone Company, Inc.	P. O. Box 38		Chapel Hill	TN	37034-0000
3	United Telephone Southeast, LLC	PO Box 680644		Franklin	TN	37068
19	West Tennessee Telephone Co.	Attention Lisa Wigington	PO Box 24207	Jackson	MS	39225-0000

Affidavit

(Attached hereto)

BEFORE THE TENNESSEE REGULATORY AUTHORITY NASHVILLE, TENNESSEE

APPLICATION OF CONTERRA ULTRA BROADBAND, LLC FOR A CERTIFICATE TO PROVIDE **COMPETING LOCAL TELEPHONE SERVICES**

I, Angela C. Lee, am the VP, Corporate Counsel & Secretary of Conterra Ultra Broadband, LLC. I swear or affirm that I have personal knowledge of the facts stated in this Application for a Certificate to Provide Competing Local Telephone Services, that I am competent to testify to them, and I have the authority to make this Application on behalf of the Applicant. I further swear or affirm that all of the statements and representations made in this Application for a Certificate to Provide Competing Local Telephone Services are true and correct. I swear or affirm that the Applicant understands and will comply with all requirements of law applicable to a Certificate to Provide Competing Local Telephone Services.

Signature

Angela C. Lee

Typed or Printed Name

SWORN TO AND SUBSCRIBED before me on the 2 day of June, 2013.

Motary Public in and For the State of

North Carolina