

Lisa Foust

From: Caroline Eley <Caroline.Eley@butlersnow.com>
Sent: Thursday, June 28, 2018 8:49 AM
To: Lisa Foust
Subject: RE: 18-00059 BTC Communications, LLC

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T.M.C. COMMUNICATIONS

You too!

Caroline L. Eley
Butler Snow LLP

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From: Lisa Foust [<mailto:Lisa.Foust@tn.gov>]
Sent: Thursday, June 28, 2018 8:46 AM
To: Caroline Eley
Subject: RE: 18-00059 BTC Communications, LLC

Ok sounds good. Thanks and have a great day.

From: Caroline Eley [<mailto:Caroline.Eley@butlersnow.com>]
Sent: Thursday, June 28, 2018 8:45 AM
To: Lisa Foust; Melvin Malone
Subject: RE: 18-00059 BTC Communications, LLC

Thank you, Lisa. We will communicate this to the client and get back to you.

Caroline L. Eley
Butler Snow LLP

D: (615) 651-6743 | F: (615) 651-6701
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From: Lisa Foust [<mailto:Lisa.Foust@tn.gov>]
Sent: Thursday, June 28, 2018 8:26 AM
To: Caroline Eley; Melvin Malone
Subject: RE: 18-00059 BTC Communications, LLC

Ms. Eley,

Our legal department is stating they do not agree with this interpretation the statute. In similar circumstances, we have previously always required an entity with no financial information to indicate assets in its name, not the parent company's name, to provide a bond or letter of credit. If you have further questions,

feel free to contact Ryan McGehee at 615-770-6898. We can schedule this one for a hearing as soon as we receive an acceptable bond or letter of credit.

Thanks,
Lisa Foust
Utilities Division
TPUC

From: Caroline Eley [<mailto:Caroline.Eley@butlersnow.com>]
Sent: Wednesday, June 27, 2018 12:29 PM
To: Lisa Foust; Melvin Malone
Subject: RE: 18-00059 BTC Communications, LLC

***** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. - STS-Security*****

Lisa,

We did not include a bond or LOC in our application because the ultimate parent entity of BTC Communications, LLC – Bledsoe Telephone Cooperative Corporation – owns and operates equipment facilities in Tennessee with a value of more than five million dollars (\$5,000,000). We felt this equipment facilities exception to the bond requirement contained in T.C.A. 65-4-125(j) applied as a result of Bledsoe's presence in the state, but please let us know if the Commission feels otherwise.

Thanks so much. Let us know what other information you may need.

Kind regards,

Caroline L. Eley
Butler Snow LLP

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From: Lisa Foust [<mailto:Lisa.Foust@tn.gov>]
Sent: Wednesday, June 27, 2018 10:54 AM
To: Melvin Malone
Cc: Caroline Eley
Subject: 18-00059 BTC Communications, LLC

Mr. Malone and Ms. Eley,

In reviewing the BTC Communications, LLC file, I think we have everything we need but I did not see a surety bond or letter of credit. I've attached our forms. Can you advise as to whether BTC Communications will be sending a bond or LOC? Once we receive the instrument, we can schedule the hearing. Thanks in advance for your time.

Lisa Foust
Utilities Division
Tennessee Public Utility Commission
Andrew Jackson State Office Bldg.
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243
615-770-6886
lisa.foust@tn.gov

IRREVOCABLE LETTER OF CREDIT

Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

REFERENCE: Name of Company authorized by TPUC: _____
Company ID # as assigned by the TPUC _____
Irrevocable Letter of Credit Number: _____
Effective _____ Date: _____
Expiration Date: _____

Sir/Madam:

You have requested of [Name of Lending Institution] (the "Lender") that we establish an irrevocable letter of credit which will remain available on behalf of [Applicant] (the "Company") who has applied to the Tennessee Public Utility Commission (the "TPUC") for authority to provide telecommunications services in the state of Tennessee. The purpose of this letter of credit is to secure payment of any monetary sanction imposed against the Company, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TPUC.

We hereby establish and issue, in favor of the TPUC, an irrevocable letter of credit in the amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America. The TPUC may draw upon this letter of credit, at any time and from time to time, by delivering a Letter of Credit Notice, substantially in the form set forth below (a "Notice"), which Notice shall specify the amount (the "Draw Amount") to be drawn and the bank account (the "Bank Account") to which the Draw Amount should be delivered and shall be signed by an official designated and duly authorized by the TPUC, to Lender at the address listed below, or to such other address as the Lender shall notify the TPUC in writing by certified mail. Promptly after the delivery of each Notice, the Lender hereby covenants and agrees to deliver, by wire transfer of immediately available funds, the Draw Amount to the Bank Account.

This letter of credit shall be deemed automatically renewed without amendment for successive one-year periods and may be canceled by the Lender by giving thirty (30) days advanced written notice by certified mail of such cancellation to the TPUC and the Company, it being understood that the Lender shall not be relieved of liability that may have accrued under this letter of credit prior to the date of cancellation.

The Lender hereby represents and warrants that it is qualified and authorized to issue this letter of credit and is a bank designated by the Treasurer of the State of Tennessee as an authorized depository bank for the deposit of state funds.

Except as otherwise expressly stated, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision) International Chamber of Commerce Publication No. 500, or any revisions thereto.

Yours Very Truly,

[Name of Lending Institution]

Name:

Title:

Address of Lender:

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing letter of credit and found the same to be sufficient and in conformity to law and that the same has been filed with the Tennessee Public Utility Commission, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

FORM OF LETTER OF CREDIT NOTICE

[Name of Lender]

[Address]

Re: Irrevocable Letter of Credit No. []

Dear Sir or Madam:

You are hereby notified, and the undersigned hereby certifies, that the undersigned is an official designated and duly authorized by the TPUC to deliver this notice and that a monetary sanction in the amount of \$ _____ (the _____ "Draw Amount") has been imposed against [Applicant] its representatives, successors or assigns, in an enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TPUC.

Pursuant to that certain Irrevocable Letter of Credit referenced above, we hereby request that you deliver payment of the Draw Amount to the bank account listed below by wire transfer of immediately available funds:

Name of Bank Account: Account Number:

ABA Routing Number: Reference:

Name of Contact: _____ Telephone

Number: ____ Facsimile Number:

Please confirm receipt of this Notice and the Federal Reserve wire confirmation number of the delivery of the Draw Amount by sending a facsimile to the person at the number listed above.

Sincerely,

TENNESSEE PUBLIC UTILITY COMMISSION

Name:

Title:

TENNESSEE PUBLIC UTILITY COMMISSION

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: _____

WHEREAS, _____ (the "Principal"), has applied to the Tennessee Public Utility Commission for authority to provide telecommunications services in the State of Tennessee; and

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

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

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TPUC, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the _____ day of _____, 20__, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TPUC and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Name of Company authorized by the TPUC

Company ID # as assigned by TPUC

SIGNATURE OF PRINCIPAL

Name:
Title:

SURETY

Name of Surety

Address of Surety

SIGNATURE OF SURETY AGENT

Name:
Title:

Address of Surety Agent:

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

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE

COUNTY OF _____

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

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

My Commission Expires:

_____, 20____

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF TENNESSEE

COUNTY OF _____

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

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

My Commission Expires:

_____, 2000

Notary Public

APPROVAL AND INDORSEMENT

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

Name:

Title: