

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

**IN THE MATTER OF THE APPLICATION
OF CITY COMMUNICATIONS, INC. FOR
A CERTIFICATE TO PROVIDE COMPETING
LOCAL TELECOMMUNICATION SERVICES**

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

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Public Utility Commission and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), City Communications, Inc. ("CCI") respectfully requests that the Tennessee Public Utility Commission ("TPUC") grant to CCI authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. CCI is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

In support of its Application, CCI submits the following:

1. The full name and address of the Applicant is:

City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188
Telephone: 678-698-7475

Questions regarding this application should be directed to:

Kenny Perkins
RTC Associates, LLC
Supervisor, Compliance Team
3075 Breckinridge Boulevard, Suite 425
Duluth, GA, 30096-4981
Telephone: 678.436.5590 Ext. 301
kperkins@rtcteam.net

Contact name and address at the Company is:

**Faraz Mobeen, Director and CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188
Telephone: 678-698-7475**

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

See **Exhibit A.**

3. Corporate information:

City Communications, Inc. was incorporated in the state of Georgia on February 24, 2014. A copy of CCI's Articles of Incorporation and amendments are provided in, **Exhibit B.** A copy of CCI's Authority to transact business in the State of Tennessee is provided in **Exhibit C.** The names and addresses of the principal corporate officers are in **Exhibit D.** There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in **Exhibit E.**

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

A. Financial Qualifications:

In support of its financial qualifications, CCI, Inc. submits its Confidentially filed unaudited financial statements from Calendar Year 2017 in **Exhibit F.** CCI is a diversified telecommunications company, providing service throughout the United States. CCI's principal lines of business are long distance and local communications.

Confidentially Filed Exhibit F summarizes the recent financial performance of the Company. These include income statements, balance sheets, and statement of cash flows for year-end 2017. Thus, CCI asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee.

Exhibit G is a capital expenditures budget for three years indicating type of equipment to be purchased, cost, and sources for funding of projected capital expenditures.

Not Applicable. Applicant does not intend to purchase equipment located in Tennessee.

Exhibit H CCI's Corporate Surety Bond in the amount of \$20,000 is provided.

B. Managerial Ability:

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

C. Technical Qualifications:

CCI services will satisfy the minimum standards established by the TPUC. The company will file and maintain tariffs in the manner prescribed by the TPUC and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TPUC. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in the biographies found in **Exhibit E** of the principal officer, Mr. Mobeen has extensive telecommunications expertise. Thus, CCI is technically qualified to provide local exchange service in Tennessee.

5. Proposed Service Area:

CCI currently provides telecommunications services in California, Indiana, Kentucky, Michigan, Ohio, Oregon, and Wisconsin. Additionally, CCI has pending applications and/or is in the process of filing for authority in Alabama, Florida, Mississippi, North Carolina, and South Carolina.

The applicant proposes to offer its services throughout the State of Tennessee. This area is currently being served by BellSouth and Sprint/United, which are designated open to competition. CCI intends to offer this broad range of telecommunications services using its own facilities, resold facilities, and through a combination of these provisioning methods.

6. Types of Local Exchange Service to be provided:

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

7. Repair and Maintenance:

CCI understands the importance of effective customer service for local service customers. CCI provides customer service by calling the company at its toll-free customer service number, 1-866-601-2849. In addition, customers may contact the company in writing at the headquarters address, as well as via email at cs@citycom.co. The toll-free number will be printed on the customer's monthly billing statements. The person knowledgeable about providers operations in Tennessee is Faraz Mobeen. Mr. Mobeen can be reached at 678-698-7475.

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing CCI to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

The public will benefit both directly, through the use of the competitive services to be offered by CCI and indirectly, because CCI's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

8. Small and Minority-Owned Telecommunications Business Participation Plan:
(65-5-112): Exhibit I

9. Toll Dialing Parity Plan: Exhibit J

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

11. Numbering Issues: Statement provided in Exhibit L

12. Tennessee Specific Operational Issues: Statements provided in Exhibit M

13. Miscellaneous:

A. Sworn Pre-filed testimony: Exhibit N

B. Applicant does not require customer deposits

- C. As of now, City Communications Inc. has not been subject to complaints in any of the states in which it is doing business.
- D. A copy of its retail tariff is enclosed. Exhibit O

CONCLUSION:

CCI respectfully requests that the TPUC enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of Bell South, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, CCI's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 2nd day of April, 2007

BY: 

Faraz Mobeen, Director and CEO

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See **Exhibit A.**

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Respectfully submitted this ____ day of _____, _____.

BY: _____
Faraz Mobeen, Director and CEO

Exhibit A

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

City Communications, Inc. was incorporated in the state of Georgia on February 24, 2014. It is a stand-alone corporation with no affiliates or subsidiaries.

Exhibit B

CCI's Georgia Domestic Articles of Incorporation and Amendments

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brian P. Kemp**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

City Communications, Inc
a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 16239198
Date Inc/Auth/Filed: 02/24/2014
Jurisdiction : Georgia
Print Date : 09/27/2018
Form Number : 211



Brian P. Kemp
Secretary of State

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

City Communications, Inc
a Domestic For-Profit Corporation

is hereby issued a CERTIFICATE OF INCORPORATION under the laws of the State of Georgia on **February 24, 2014** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on March 04, 2014



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

Articles of Incorporation

The Name of the Corporation:
City Communications, Inc

The Principal Place of Business:
1725 Windward Concourse
Ste. 150
Alpharetta, Georgia 30005

Registered Agent's Name and Address:
FasTek Corporate Services, Inc
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005, Forsyth County

Effective Date: February 24, 2014

Optional Provisions:

Shares:
20000

Incorporators:
Faraz Mobeen
300 Village Center Dr
Suite 103
Woodstock, Georgia 30188

A person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on the date set forth below:

**Signed by: Faraz Mobeen
Incorporator**

Date: March 4, 2014

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/27/2016 1:09:26 PM

BUSINESS INFORMATION

CONTROL NUMBER	14021343
BUSINESS NAME	City Communications, Inc
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/27/2016

PRINCIPAL OFFICE ADDRESS

ADDRESS	300 Village Center Drive, Suite 103, Woodstock, GA, 30188, USA
---------	--

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
FasTek Corporate Services, Inc	1725 Windward Concourse, Suite 150, Forsyth, Alpharetta, GA, 30005, USA

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Faraz Mobeen	CEO	300 Village Center Dr., Suite 103, Woodstock, GA, 30188, USA
Faraz Mobeen	SECRETARY	300 Village Center Dr, Suite 103, WoodStock, GA, 30188, USA
Sadiq Akhtar	CFO	300 Village Center Drive, Suite 103, Woodstock, GA, 30188, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Susan Cockerham
AUTHORIZER TITLE	Authorized Person



B. P. Kemp

Brian P. Kemp
Secretary of State

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Statement of Resignation of Registered Agent

Electronically Filed

Secretary of State

Filing Date: 8/19/2016 1:21:51 PM

BUSINESS INFORMATION

BUSINESS NAME : City Communications, Inc
CONTROL NUMBER : 14021343
BUSINESS TYPE : Domestic Profit Corporation
FILING TYPE : Registered Agent Resignation

RESIGNING REGISTERED AGENT

NAME : FasTek Corporate Services, Inc
MAILING ADDRESS : 1725 Windward Concourse, Suite 150, Forsyth, Alpharetta, GA,
30005, USA
EMAIL : cshkarofsky@fastekteam.com

STATEMENT OF DISCONTINUANCE OF REGISTERED OFFICE

The registered office is also discontinued.

STATEMENT OF RESIGNATION

- The undersigned hereby resigns as registered agent for the above-named entity.
- The undersigned certifies that written notice of the registered agent's intention to resign as registered agent was delivered or mailed to the above-named entity in accordance with the applicable provisions of the Official Code of Georgia Annotated.
- The registered agent's appointment is terminated, and the registered office discontinued if so provided, on the 31st day after the date on which this statement is filed with the Secretary of State, or on the date the entity files an annual registration designating a new registered agent if filed prior to the 31st day.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Wilma Baird
AUTHORIZER TITLE : Registered Agent

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 02/02/2017 16:43:04

BUSINESS INFORMATION

BUSINESS NAME : City Communications, Inc
CONTROL NUMBER : 14021343
BUSINESS TYPE : Domestic Profit Corporation

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 300 Village Center Drive, Suite 103, Woodstock, GA, 30188, USA
REGISTERED AGENT NAME : Agent Resigned
REGISTERED OFFICE ADDRESS : , GA, USA
OFFICER **TITLE** **ADDRESS**
Faraz Mobeen CEO 300 Village Center Dr., Suite 103, Woodstock, GA, 30188, USA
Faraz Mobeen Secretary 300 Village Center Dr, Suite 103, WoodStock, GA, 30188, USA
Sadiq Akhtar CFO 300 Village Center Drive, Suite 103, Woodstock, GA, 30188, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 300 Village Center Drive, Suite 103, Woodstock, GA, 30188, USA
REGISTERED AGENT NAME : FAS TEK CORPORATE SERVICES, INC.
REGISTERED OFFICE ADDRESS : 1725 WINDWARD CONCOURSE, SUITE 150, Fulton, ALPHARETTA, GA, 30005, USA
OFFICER **TITLE** **ADDRESS**
Faraz Mobeen CEO 300 Village Center Dr., Suite 103, Woodstock, GA, 30188, USA
Faraz Mobeen Secretary 300 Village Center Dr, Suite 103, WoodStock, GA, 30188, USA
Faraz Mobeen CFO 300 Village Center Drive, Suite 103, Woodstock, GA, 30188, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : SUSAN COCKERHAM
AUTHORIZER TITLE : Attorney In Fact

Exhibit C

CCI's Authority to transact business in the State of Tennessee and Certificate of Good Standing.



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

RACHEL BURKERT
SUITE 425
3075 BRECKINRIDGE BOULEVARD
DULUTH, GA 30096

October 11, 2018

Request Type: Certificate of Existence/Authorization
Request #: 0292396

Issuance Date: 10/11/2018
Copies Requested: 1

Document Receipt

Receipt #: 004327507

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3741539307

\$20.00

Regarding: City Communications, Inc
Filing Type: For-profit Corporation - Foreign
Formation/Qualification Date: 03/30/2018
Status: Active
Duration Term: Perpetual

Control #: 955720
Date Formed: 02/24/2014
Formation Locale: GEORGIA
Inactive Date:

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

City Communications, Inc

- * a Corporation formed in the jurisdiction set forth above, is authorized to transact business in this State;
- * has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has appointed a registered agent and registered office in this State;
- * has not filed an Application for Certificate of Withdrawal.


Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 029991336

Exhibit D

The names and addresses of the principal corporate officers are:

FARAZ MOBEEN	CEO
SADIQ AKHTAR	CFO

**City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188**

Exhibit E

The biographies of the principal officers and any other key technical staff.

Fareez Mobeen, Founder and President

Fareez Mobeen began working in Telecommunications in 2005 for T-Mobile as Director of Sales and Marketing. He managed and expanded the business by preparing and delivering sales presentations, developing and implementing the company's annual and quarterly revenue goals and forecasting future needs. Mr. Mobeen managed sales and products by developing strategic marketing techniques designed to increase sales volume on a monthly basis. He also assisted various departments within T-Mobile to increase volume of sales, thereby achieving monthly targets. During his tenure with T-Mobile, Mr. Mobeen produced and exceeded targeted amounts by as much as 197%.

In May of 2014, Mr. Mobeen founded and became President of City Communications, Inc. ("CCI") His vision for CCI included consulting with potential clients to advise on best practices and least cost solutions for telecommunications and software development. CCI also provides professional services to companies to include content and product support strategies, vertical market development, business partnership deal structures and customer acquisition. CCI provides services such as calling card, GPS tracking devices for cars and trucks. Mr. Mobeen personally designed and executed advertising, direct mail and telemarketing campaigns for CCI in addition to many tasks related to initial startup of a telecommunications company. CCI currently provides telecommunications services in California, Indiana, Kentucky, Michigan, Ohio, Oregon, and Wisconsin.

Prior to working in telecommunications, Mr. Mobeen spent ten years, 1992 to 2002, as Manager Administrator for Pakistan Services Limited. His duties were to manage budgets, prepare expense reports, purchase all hardware and software to meet the need of dynamic office environments. Mr. Mobeen oversaw the company's office operations; directing a high performing staff of administrative professionals. He was responsible for accurately managing job-site financials, accounts receivable and payable, purchasing, weekly budgeting and creating gross margin reports.

Mr. Mobeen has earned his Master's in Business Administration at the Al Khair University located in Rawalpindi, Pakistan in 1994.

Tiffany DeBeneditto, Manager of Operations

Tiffany DeBeneditto serves as Manager of Operations for CCI. She began working in telecommunications with CCI in May of 2014. Ms. DeBeneditto has developed processes enabling the processing of online orders. Her daily duties include ensuring orders are processed, shipments are prepared, and inventories are accurate. Ms. DeBeneditto also works with prospective customers as sales person, with existing customers as customer service representative, ensuring continuity of the customer's experience. She builds and enhance relationships to grow CCI's reputation as a competitive telecommunications service's provider.

Exhibit F

Confidentially filed unaudited financial statements from Calendar Year 2017.

Balance Sheet Q3 2018

City Communication LLC

Beginning
FY 2017

Projected
Q3 2018

Assets				
Current Assets				
Cash in bank				
Accounts receivable				
Cash in Hand Operating				
Prepaid expenses				
Other current assets				
Total Current Assets				
Fixed Assets				
Equipment,Fixtures Fittings				
Furniture & fixtures				
Leasehold improvements				
Land & buildings				
Other fixed assets				
(LESS accumulated depreciation on all fixed assets)				
Total Fixed Assets (net of depreciation)				
Goodwill				
Total Other Assets				
TOTAL Assets				
Liabilities and Equity				
Current Liabilities				
Accounts payable				
Interest payable				
Taxes payable				
Other current liabilities				
Total Current Liabilities				
Total Liabilities				
Owners' Equity				
Invested capital				
Profit and Loss				
Retained earnings - beginning				
Retained earnings - current				
Total Owners' Equity				
Total Liabilities & Equity				

Income Statement

City Communication LLC

FY 2017

Financial Statements in U.S. Dollars

Revenue	FY 2017	Q3 2018
Gross Sales		
Less: Sales Returns and Allowances		
Net Sales		
Cost of Goods Sold		
Beginning Inventory		
Less: Ending Inventory		
Cost of Goods Sold		
Gross Profit (Loss)		
Expenses		
Office Expense		
Unavo Setup		
321 agreement charges		
Other Petty expenses		
Supplies		
Telephone		
Travel		
Utilities		
Licence Fee State OF GA		
Total Expenses		
Net Operating Income		
Other Income		
Gain (Loss) on Sale of Assets		
Interest Income		
Total Other Income		
Net Income (Loss)		

Exhibit G

Capital expenditures budget for three years indicating type of equipment to be purchased, cost, and sources for funding of projected capital expenditures.

Not Applicable. Applicant does not intend to purchase equipment located in Tennessee.

Exhibit H

CCI's Corporate Surety Bond in the amount of \$20,000

TENNESSEE PUBLIC UTILITY COMMISSION

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: **10079687**

WHEREAS, CITY COMMUNICATIONS, INC. (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, HUDSON INSURANCE COMPANY

(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 **28TH** day of **AUGUST**, **2018** 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

CITY COMMUNICATIONS, INC.

Name of Company authorized by the TPUC

Company ID # as assigned by TPUC

SIGNATURE OF PRINCIPAL

Name: **Faraz Mobeen**
Title: **President**

SURETY

HUDSON INSURANCE COMPANY

Name of Surety

100 WILLIAM STREET, NEW YORK, NY 10038

Address of Surety

SIGNATURE OF SURETY AGENT

Name: **SARABETH SCOTT**
Title: **ATTORNEY IN FACT**

Address of Surety Agent:

AMERICAN CONTRACTING SERVICES, INC.

1708 AUGUSTA STREET STE C BOX 351

GREENVILLE, SC 29605

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

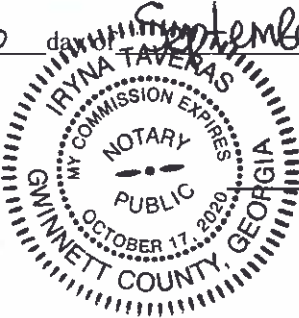
Georgia
STATE OF TENNESSEE
COUNTY OF Winnett

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 City Communications Inc and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 06 day of September, 2018.

My Commission Expires:

17, October, 2020



[Signature]
Notary Public

ACKNOWLEDGMENT OF SURETY

SC
STATE OF ~~TENNESSEE~~
COUNTY OF GREENVILLE

Before me, a Notary Public of the State and County aforesaid, personally appeared SARABETH SCOTT with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of HUDSON INSURANCE CO, 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 28TH day of AUGUST, 2018.

My Commission Expires:

09/09/2025, ~~2018~~

Sharon Rainey
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:



HUDSON
INSURANCE GROUP

Bond Number: 10079687

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Sarabeth Scott

of the State of OH

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Twenty Thousand Dollars (\$20,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of November, 20 17 at New York, New York.

(Corporate seal)



Attest: Dina Daskalakis
Dina Daskalakis
Corporate Secretary

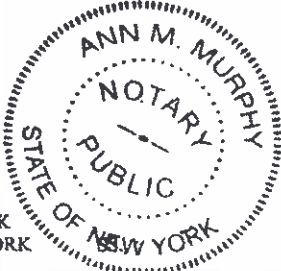
HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 16th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01106067553
Qualified in Nassau County
Commission Expires December 10, 2021

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company'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 seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 31st day of August, 2019.

(Corporate seal)



By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

Exhibit I

Small and Minority-Owned Telecommunications Business Participation Plan:(65-5-112)

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

CITY COMMUNICATIONS, INC.

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

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-112, as amended, City Communications, Inc. (“CCI”) submits this small and minority-owned Telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of §65-5-112 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. CCI is committed to the goals of §65-5-112 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. CCI 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, CCI will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to CCI of such opportunities. CCI’s representatives have will contact 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, CCI will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

II. DEFINITIONS

As defined in §65-5-112.

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

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

Faraz Mobeen
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188
Telephone: 678-698-7475

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-112 and the rules and orders of the Tennessee Public Utility Commission.

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

- (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 Public Utility Commission, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Public Utility Commission, 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 §65-5-112.
- (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 cooperating in any authorized surveys as required by the Tennessee Public Utility Commission.
- (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 CCI 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

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

CCI will submit records and reports required by the Tennessee Public Utility Commission concerning the Plan. Moreover, CCI will cooperate fully with any surveys and studies required by the Tennessee Public Utility Commission.

City Communications, Inc.

By: _____
Faraz Mobeen
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

Dated: _____, _____.

Exhibit J

Toll Dialing Parity Plan

INTRALATA TOLL DIALING PARITY PLAN

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

I. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. CCI 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. CCI 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, CCI will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to CCI of such opportunities. CCI’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, CCI 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

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

Faraz Mobeen
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188
Telephone: 678-698-7475
Facsimile: 866-601-2849

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 working within CCI's service territory 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 various 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

CCI will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, CCI will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan. CCI will submit records and reports required by the Tennessee Public Utility Commission concerning the Plan. Moreover, CCI will cooperate fully with any surveys and studies required by the Tennessee Public Utility Commission.

City Communications, Inc.

By: _____

Faraz Mobeen, Director and CEO

Dated: ____ of _____, 2018.

Exhibit K

Applicant has served the attached notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically.

NOTIFICATION OF SERVICE TO ILECS
(Copy to the Tennessee Public Utility Commission)

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

**IN THE MATTER OF THE APPLICATION
OF CITY COMMUNICATIONS, INC. FOR
A CERTIFICATE TO PROVIDE COMPETING
LOCAL TELECOMMUNICATION SERVICES**

NOTICE OF FILING

TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Public Utility Commission's Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on ____ day of _____, 2018, City Communications, Inc. filed an Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Telecommunications Services.

This ____ day of _____, _____.

City Communication, Inc.

BY: _____
Faraz Mobeen, Director and CEO

Incumbent Local Exchange Carriers (ILEC s)

21	Ardmore Telephone Company	237 N. 8th Street		Mayfield	KY	42066-0000
1	BellSouth Telecommunications, LLC	333 Commerce Street	Suite 2106	Nashville	TN	37201-3300
14	CenturyTel of Adamsville	1100 3rd Avenue N.	Apt. 532	Nashville	TN	37208-0000
15	CenturyTel of Claiborne	1100 3rd Avenue N.	Apt. 532	Nashville	TN	37208-0000
17	CenturyTel of Ooltewah-Collegedale	1100 3rd Avenue N.	Apt. 532	Nashville	TN	37208-0000
13	Concord Telephone Exchange, Inc.	10025 Investment Drive	Suite 200	Knoxville	TN	37932-0000
16	Crockett Telephone Company	PO Box 24207	Attention Lisa Wigington	Jackson	MS	39225-0000
74668	Frontier Communications of Tennessee	300 Bland Street		Bluefield	WV	24701-0000
22	Humphreys County Telephone Company	10025 Investment Drive	Suite 200	Knoxville	TN	37932-0000
23	Loretto Telephone Company	P. O. Box 130		Loretto	TN	38469-0000
24	Millington Telephone Company, Inc.	PO Box 17040		Jonesboro	AR	72403-0000
18	Peoples Telephone Company	PO Box 24207	Attention Lisa Wigington	Jackson	MS	39225-0000
12	Tellico Telephone Company	10025 Investment Drive	Suite 200	Knoxville	TN	37932-0000
11	Tennessee Telephone Company	10025 Investment Drive	Suite 200	Knoxville	TN	37932-0000
25	United Telephone Company, Inc.	P. O. Box 38		Chapel Hill	TN	37034-0000
3	United Telephone Southeast, LLC	1101 3rd Avenue North	Apt. 532	Nashville	TN	37208-0000

ID	Company Name				
19	West Tennessee Telephone Co. MS	PO Box 24207 39225-0000	Attention Lisa Wigington	Jackson	

Exhibit L

Numbering Issues

Please provide answers to the following questions concerning numbering within your proposed service areas.

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?
2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?
3. When and in what NPA do you expect to establish your service footprint?
4. Will the company sequentially assign telephone numbers within NXXs?
5. What measures does the company intend to take to conserve Tennessee 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?

Not applicable. The Applicant does not expect to directly utilize numbering resources. It will utilize the numbering resources of its underlying carrier.

Exhibit M

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.

The Applicant does not charge separately for long distance charges.

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

Applicant will work with its underlying providers to ensure telephone numbers are recorded in to the Tennessee County Wide Calling database.

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

Yes.

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

The Applicant does not charge separately for long distance charges.

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.

Faraz Mobeen, Director and CEO

City Communications, Inc.

300 Village Center Dr., Suite 103

Woodstock, GA 30188

Telephone: 678-698-7475

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?

The Applicant will only work with third party telemarketers that confirm that they follow the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* and Chapter 1220-4-11.

Exhibit N

Sworn Pre-filed testimony

SWORN PRE-FILED TESTIMONY

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

**IN THE MATTER OF THE APPLICATION
OF CITY COMMUNICATIONS, INC. FOR
A CERTIFICATE TO PROVIDE COMPETING
LOCAL TELECOMMUNICATION SERVICES**

PRE-FILED TESTIMONY OF FARAZ MOBEEN

I, Faraz Mobeen, Director and CFO, do hereby testify as follows in support of the application of City Communications, Inc. ("CCI") for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunication services throughout the State of Tennessee.

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

**Faraz Mobeen
Director and Chief Executive Officer
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188
Telephone: 678-698-7475**

Q: Please briefly describe your duties.

I am responsible for the day to day operations of City Communications, Inc. I am both Director and Chief Executive Officer. As CEO, I regularly make corporate decisions, manage the overall operations and resources of the company, and act as the main point of communication between the board of directors and corporate operations.

Q: Please describe your business experience and educational background.

Please reference my biography found in Exhibit "E".

Q: Are all statements in City Communications, Inc.'s application true and correct to the best of your knowledge, information and belief?

Yes. All statements made herein are true and correct to best of my knowledge, information and belief.

Q: Please describe the current corporate structure of City Communications, Inc

City Communications, Inc. is a domestic Georgia corporation in good standing. CCI is authorized to operate as a foreign corporation in Tennessee in good standing. Please see Exhibits B and C.

Q: Does City Communications, Inc. possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

City Communications, Inc. does possess the requisite managerial, financial and technical abilities to provide telecommunications services. Please see Exhibits to its Application that do support its ability to provide telecommunications services to consumers in Tennessee.

Q: Please describe City Communications, Inc.'s financial qualifications.

Please see Exhibit F, confidentially filed financial statements of the Applicant.

Q: Please describe City Communications, Inc.'s managerial and technical qualifications.

City Communications, Inc. has been in business since February 2014. It currently provides telecommunications services in California, Indiana, Kentucky, Michigan, Ohio, Oregon, and Wisconsin. The Company's Additionally, CCI has pending applications and/or is in the process of filing for authority in Alabama, Florida, Mississippi, North Carolina, and South Carolina.

Q: What services will City Communications, Inc. offer?

Applicant seeks to provide resold and facilities based local exchange services to customers in the State of Tennessee. Services will include local exchange service, long distance interexchange service, long distance resale service, prepaid services and VoIP.

Q: Will City Communications, Inc. offer service to all consumers within its service area?

Yes. City Communications, Inc. will offer service to all consumers within its service area.

SWORN PRE-FILED TESTIMONY

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

No. City Communications, Inc. plans to offer local exchange services in areas with more than 100,000 total access lines.

Q: Will the granting of a certificate of convenience and necessity to City Communications, Inc. serve the public interest?

Yes. Grant of the Certificate of Convenience and Necessity to City Communications, Inc. will serve the public interest. Applicant's proposed service are designed to meet the telephone needs of Tennessee subscribers to realize cost savings. Competitive services offer consumers lower prices, better quality of service, along with technological growth.

Q: Does City Communications, Inc. intend to comply with all TPUC rules, statues, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

Yes. CCI will comply with all TPUC rules, statues, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service.

Q: Has any state ever denied City Communications, Inc. or one of its affiliates authorization to provide intrastate service?

Yes. Applicant was denied Application for Certification to Provide Local Telecommunications Service in Docket Number 20170238-TX before the Florida Public Service Commission for lack of prosecution of the application. Applicant relied upon a consultant to file its application with the PSC. The consultant failed to inform the Applicant of additionally requested information. To correct this matter, Applicant has engaged another consulting group and is refiling with all required information required by law.

Q: Has any state ever revoked the certification of City Communications, Inc. or one of its affiliates?

No. City Communications, Inc. has never been subjected to revocation to provide intrastate services in any jurisdiction.

Q: Has City Communications, Inc. or one of its affiliates ever been investigated or sanctioned by any Public Utility Commission for service or billing irregularities?

No. City Communications, Inc. has never been investigated or sanctioned by any Public Utility Commission for service or billing irregularities.

Q: Who is knowledgeable about City Communications, Inc.'s operations and will serve as City Communications, Inc.'s regulatory and customer service contact? Who?

**Faraz Mobeen
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188
Telephone: 678-698-7475**

Q: Please explain in detail City Communications, Inc.'s proposed procedures for responding to information requests from the TPUC and its staff.

An information request from the TPUC and its staff is handled as a priority request. Depending upon the requested information, the Applicant would respond within required deadlines as imposed by the TPUC. If it is unable to meet such deadline, it would seek an extension of time to respond.

Q: Does this conclude your testimony?

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

Faraz Mobeen
Director and Chief Executive Officer
City Communications, Inc.

Respectfully submitted this ____ day of _____, _____.

Notary Public

State of Georgia

County of _____

My commission expires_____

Exhibit O

Proposed Tariff

**RULES, REGULATIONS AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO CUSTOMERS
LOCAL EXCHANGE SERVICES
FURNISHED BY CITY COMMUNICATIONS, INC.
WITHIN THE STATE OF TENNESSEE**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of local exchange services provided by City Communications, Inc. within the State of Tennessee. This tariff is on file with the Tennessee Public Utility Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 300 Village Center Dr., Suite 103, Woodstock, GA 30188.

Issued:

Effective:

Faraz Mobeen, CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

CHECK SHEET

Pages in this Tariff are effective as of the date shown.

<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
1	Original	35	Original
2	Original	36	Original
3	Original	37	Original
4	Original	38	Original
5	Original	39	Original
6	Original	40	Original
7	Original	41	Original
8	Original	42	Original
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USE OF TARIFF

Tariff Format

General – This Tariff contains the regulations and rates applicable to Access Services.

Tariff Structure – This Tariff is structured in a manner which separates regulations from rates. The regulations applicable to the Services offered in this Tariff are placed in sections in the forward part of the tariff, while the rates for those offerings are placed in a single rate section in the rear of the tariff. References are provided in the Service sections of the tariff to assist the tariff user in the location of rates. Similarly, the rate section contains a list of Services with applicable rate section numbers. To locate the section for a particular Service, refer to the Table of Contents.

Abbreviations and Definitions – In the front of this Tariff is a list of the abbreviations used in the tariff. In addition, Section 1 of this Tariff contains Definitions, which defines certain technical terms and terms which have a specific meaning within the context of this Tariff.

Sheet Numbering – Sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 6 and 7 would be 6.1.

Sheet Original Numbers – Original numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the FCC. For example, the 4th revised page 4 cancels the 3rd revised page 4. Because of deferrals, notice periods, etc., the most current page revision number on file is not always the tariff page in effect.

Section Numbering Sequence – The following is an example of the alpha-numeric coding used in this Tariff. Each level is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1.

References to Other Tariffs – Whenever reference is made to other tariffs, the reference is to the tariffs in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

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EXPLANATION OF SYMBOLS

Explanation of Symbols – revisions to this Tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

(R)	To signify reduction
(I)	To signify increase
(C)	To signify changed regulation
(T)	To signify a change in text but no change in rate or regulation
(S)	To signify reissued matter
(M)	To signify matter relocated without change
(N)	To signify new rate or regulation
(D)	To signify discontinued rate or regulation
(Z)	To signify a correction

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APPLICATION OF TARIFF

This tariff sets forth the competitive service offerings, rates, terms and conditions applicable to the furnishing of local exchange services provided by City Communications, Inc. City Communications, Inc., to customers within the State of Tennessee. The provision of local exchange services is subject to regulations, terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding issues as required by law and Company policies. The Company will offer service under the following name: City Communications, Inc. All names are service marks of the Company.

City Communications, Inc. City Communications, Inc. is duly authorized to transact business in Tennessee, with its principal place of business located at:

City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

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SECTION 1: DEFINITIONS

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

Application for Service: The Company order process that includes technical, billing and other descriptive information provided by the customer that allows Company to provide requested communications services for the customer and customer's authorized users. Upon acceptance by Company, the application for service becomes a binding contract between the customer and Company for the provision and acceptance of services.

Automatic Location Identification (ALI): An E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI): Provides for the telephone number of the calling party to be forwarded to the PSAP 911 Trunks - trunks between a serving central office and a PSAP or between two central offices, except where one of the central offices is a remote unit. In instances where one of the central offices is a remote unit, nonrecurring charges and monthly recurring charges do not apply to that segment of the 911 trunk.

Business Hours: the time beginning at 8:00 a.m. and ending at 5:00 p.m. local time at the place of Company operation, Monday through Friday excluding holidays.

Commission: Tennessee Public Utility Commission

Company: City Communications, Inc. City Communications, Inc., the issuer of this Tariff.

Contract: Contract and service order between the Customer and the Company under which the Company will provide services to the Customer and will define the services the Customer has selected to be provided either as a bundle, including local exchange service with enhanced services, long distance services and unregulated services, or individual service.

Customer or subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer premises equipment (CPE): Telephone terminal equipment located at a Customer's premises.

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SECTION 1: DEFINITIONS

Customer proprietary network information (CPNI): Any information compiled about a Customer by the Company in the normal course of providing telephone service that identifies the Customer by matching such information with the Customer's name, address, or billing telephone number. This information includes, but is not limited to: line type(s), technical characteristics (e.g., rotary service), class of service, current telephone charges, long distance billing record, local service billing record, directory assistance charges, usage data, and calling patterns.

Demarcation point: Point of connection at the Customer's premises where premises services are connected with the telecommunications network. The demarcation point separates the Customer's local exchange service from inside wire and terminal equipment.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the Customer's charges, excluding basic local exchange service.

Emergency Service Number (ESN): An ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary PSAP and possibly one or more secondary PSAPs.

Exchange: The geographic territory delineated as an exchange by official Commission boundary maps. An exchange usually embraces a city or town and its environs. There is usually a uniform set of charges for telecommunications service within the exchange. An exchange may be served by more than one central office and/or one certificated telephone utility.

FCC: Federal Communications Commission.

Fiber optic cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Grandfathered: Services ordered under the provisions of this tariff but are no longer available to new customers.

Holiday – 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 1: DEFINITIONS

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.

Local calling scope: The area within which local exchange service is furnished to the Customer under a specific schedule of rates; may include more than one exchange area.

Local Exchange Service: This telephone service provides the Customer the ability to make toll free calls within the local calling scope identified in this Tariff and includes dial tone, primary directory listing, access to operator service, access to directory assistance, access to 911 service, and the ability to report service problems seven days a week.

NXX: The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

NPA: An Area Code, otherwise called Numbering Plan Area.

Non-recurring charge: A charge assessed on a one-time basis or "per occasion" basis.

Primary Interexchange Carrier (PIC): The interexchange carrier to which a switched access line is presubscribed.

Premises: The space designated by a Customer as its place or places of business for termination of service.

Public Safety Answering Point (PSAP): A communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

PSAP Data Base Establishment and Update Service: Provides the PSAP with the initial list, as well as periodic updates of Customer names, telephone numbers and addresses for ALI.

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

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SECTION 1: DEFINITIONS

Service Area: Geographic market as listed in this Tariff.

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 Contract or this Tariff, 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.

Serving central office: Central office from which a PSAP, either primary or secondary, is served.

Telecommunications Service: The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service, regardless of the facilities used. Telecommunications Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange.

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

Toll blocking: Restricts the completion of outgoing long distance calls.

User or End User: A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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SECTION 2: REGULATIONS**2.1 Terms and Conditions**

- 2.1.1 Service is provided on a month-to-month basis. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.2 Service will be provided on a month-to-month basis at the then current rates unless terminated by either party pursuant to Commission rules. Customer's failure to make payment for charges for local exchange service incurred under this Tariff and/or applicable contract will result in disconnection of service. The rights and obligations which by their nature extend beyond the termination of the term of the Contract will survive such termination.
- 2.1.3 Any changes in rates, rules, regulations or Customer's rights lawfully made effective by the Company will, to that extent, act as a modification of all Contracts. Customers will be entitled to advance notice of "material changes" in terms and conditions of service pursuant to Commission regulations.
- 2.1.4 The terms and conditions of all Contracts are subject to the regulations in this Tariff for the particular exchange for which service is to be furnished.
- 2.1.5 Service may be terminated by the Company upon notice to the Customer as provided for in this Tariff.
- 2.1.6 Consistent with notice provisions in this Tariff, upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.1.7 This Tariff will be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.
- 2.1.8 No other local exchange service provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity will be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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SECTION 2: REGULATIONS**2.1 Terms and Conditions (Cont'd.)**

- 2.1.9 The regulations specified herein are in addition to the regulations contained in other sections of this Tariff and in any applicable Contract for services.
- 2.1.10 The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law.
- 2.1.11 Abandonment of equipment or service by a Customer is regarded by the Company as a voluntary termination of service.
- 2.1.12 In any action between the parties to enforce any provision of this Tariff, the prevailing party will be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.13 The Company will use reasonable efforts to make services available to a Customer on or before a particular date, subject to compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

2.2 Availability of Facilities

- 2.2.1 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.
- 2.2.2. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary rights and facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2: REGULATIONS**2.3 Limitations on Liability**

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, will be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service, as set forth in this Tariff, the Company will not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of the 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.
- 2.3.4 The Company will be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- A. any error, act, or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; (c) common carriers or warehousemen, except as contracted by the Company; (d) operator service providers; (e) directory assistance providers; and (f) publishers of directory listings;

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SECTION 2: REGULATIONS

2.3 Limitations on Liability (Cont'd)

2.3.4 (Cont'd.)

- B. any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. any unlawful or unauthorized use of the Company's facilities and services;
- D. libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
- E. breach in the privacy or security of communications transmitted over the Company's facilities;
- F. changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection.
- G. defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2: REGULATIONS

2.3 Limitations on Liability (Cont'd)

2.3.4 (Cont'd.)

- H. injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. any non-completion of calls due to network busy conditions;
- J. any calls not actually attempted to be completed during any period that service is unavailable; and
- K. any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

2.3.5 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.3.6 The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.3.7 Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

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SECTION 2: REGULATIONS

2.4 Obligations of the Customer

The Customer will be responsible for:

- 2.4.1 the payment of all applicable charges pursuant to this Tariff;
- 2.4.2 providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer;
- 2.4.3 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide the services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, will be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.4.4 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer will be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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SECTION 2: REGULATIONS**2.4 Obligations of the Customer (Cont'd.)**

- 2.4.5 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.4.6 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 2.4.7 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.5 Liability of the Customer

- 2.5.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and actual damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.5.2 To the extent caused by any negligent or intentional act of the Customer as described in this Section, the Customer will indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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SECTION 2: REGULATIONS**2.5 Liability of the Customer (Cont'd.)**

- 2.5.3 The Customer will not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff, including but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.6 Applications for Service

- 2.6.1 Customers will be required to submit applications for service and/or enter into written Contracts which will contain or reference a specific description of the service ordered, the rates to be charged, and terms and conditions in this Tariff. The Customer may also be required to execute any other documents as may be reasonably requested by the Company.
- 2.6.2 Applications for service in a particular Service Area will be completed in accordance with the chronological order of their receipt depending upon the availability of facilities.
- 2.6.3 The Company will require an applicant for local exchange service to establish and maintain satisfactory credit as a condition of providing service. The creditworthiness of a former spouse established during the last 12 months of shared service will be equally applied to both spouses for 12 months immediately following divorce as required by Commission regulations.

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SECTION 2: REGULATIONS**2.7 Deposits**

The Company will not request a deposit from residential or business Customers subscribing to basic local exchange service. The Company may request a deposit for all other services provided by the Company when serving a Customer with low creditworthiness or bad payment history. The deposit will be based on two months estimated usage of the subscribed service.

2.8 Advance Payments

When making application for service, the Customer may be required to make an advance payment of recurring and non-recurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for the safeguarding of its interests. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application. Service may be denied or discontinued for failure to furnish advance payment.

2.9 Presubscribed Interexchange Carrier (PIC) Freeze

A PIC freeze prevents a change in a Customer's interexchange carrier selection unless the Customer gives consent to the Company. A freeze protects the Customer against "slamming" (switching your telephone company without your permission). Customers are allowed to impose or lift a PIC freeze of either their local toll (intraLATA) or long distance (interLATA) carrier, or both, by providing written authorization to the Company. There is no charge for imposing or lifting a PIC freeze.

2.10 Billing

2.10.1 The Customer is responsible for payment of all charges for services furnished by the Company that appear on the Customer's monthly bill.

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SECTION 2: REGULATIONS**2.10 Billing (Cont'd.)**

- 2.10.2 Unless noted otherwise in this Tariff, bills for local exchange service will normally be rendered monthly; will show the period of time covered by the billings, the bill due date, and will show a clear listing of all charges due and payable in accordance with Commission rules. Recurring charges will be billed monthly, in advance of the month in which service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due by the close of business on the payment due date printed on the Customer's bill. If the due date shown on the bill falls on a holiday or weekend, the due date is extended to the next work day. In the event of suspension, restriction, or discontinuance of service, the Customer will be required to pay all outstanding amounts due before service is restored.
- 2.10.3 When a Customer contacts the Company and indicates inability to pay a bill or need of assistance with payment, the Company will provide information regarding alternative payment options and payment assistance programs available to the Customer.
- 2.10.4 The Customer's payments will be allocated first to basic local exchange service charges.
- 2.10.5 If any portion of the Customer's payment is received by the Company after the payment due date or if received in funds which are not immediately available, a late payment administrative fee will be due to the Company. The Company will charge a one-time administrative fee of \$5.00 on delinquent bills. Late payment administrative fees do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment fee as of the original due date noted on the Customer's bill.
- 2.10.6 The Company will not assess a fee, penalty, interest, or other charge for delinquent payment of a bill for local exchange service provided to the state, including any agency in any branch of state government.

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SECTION 2: REGULATIONS**2.10 Billing (Cont'd.)**

- 2.10.7 If charges for local exchange service are found to be higher than the rates in the Company's Tariff, Contract, schedule, list, terms and conditions of service, or customer-specific contract, a billing adjustment will be made by the Company. If the Customer is due a refund, an adjustment will be made for the entire period of overcharge. If the adjustment is made within three billing cycles of the initial bill in error, interest will not be paid on the overcharge.
- 2.10.8 If charges for local exchange service are found to be lower than authorized by the Company's Tariff, Contract, schedule, list, terms and conditions of service, or customer-specific contract, or if the Company failed to bill for services, the Customer may be back billed for the amount that was under billed for no more than six months from the date the initial error was discovered, unless under billing is a result of theft of service by the Customer. If the under billing is \$50 or more, the Company will offer Customer a payment plan option for the length of time as that of the under billing, unless the under billing is due to theft of service by the Customer. Interest on under billed amounts will not be charged unless the under billed amounts are due to theft of service by the Customer.
- 2.10.9 Service may be discontinued if the Customer fails to pay charges arising from an under billing.
- 2.10.10 In the event of a billing dispute between the Customer and the Company regarding any bill for local exchange service, the Company will forthwith investigate the complaint and report the results to the Customer. Any amount determined by the Company to be correctly charged will become immediately due and owing and subject to a late payment fee as specified in this Tariff. If the disputed amount is resolved in favor of the Customer, the Customer's account will be credited the disputed amount and no late payment fees will apply. In the event the dispute is not resolved, the Company will inform the Customer of the complaint procedures of the Commission.

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SECTION 2: REGULATIONS**2.11 Returned Check Charge**

In addition to any late payment fees specified in this Tariff, the Customer will be assessed a charge of \$30.00 for each check, bank draft, or electronic funds transfer submitted by the Customer which a financial institution refuses to honor.

2.12 Collection Fees

In the event the Company incurs fees or expenses, including attorney's fees due to the collection of amounts owing by the Customer to the Company, the Customer may be liable to the Company for the payment of all such fees and expenses which are reasonably incurred.

2.13 Taxes, Fees and Surcharges**2.13.1 General**

Customers are responsible for the payment of line items on their bills associated with regulatory and non-regulatory assessments and surcharges, franchise fees, privilege and license fees, and local, state and federal taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other Company property units, imposed upon the Company by governmental jurisdictions, all of which will be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

2.13.2 Federal Subscriber Line Charge

A charge that the Federal Communications Commission (FCC) allows a certificated telecommunication utility (CTU) to impose on its customers to recover costs associated with interstate access to the local telecommunications networks. The FCC does not require a CTU company to impose this charge and the CTU does not remit the charge to the federal government. The charge may be used by the CTU to pay for a part of the cost of lines, wires, poles, conduit, equipment and facilities that provide interstate access to the local telecommunications network.

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SECTION 2: REGULATIONS**2.13 Taxes, Fees and Surcharges (Cont'd.)****2.13.3 Local Number Portability Fee**

Customers who switch their local exchange service from another telecommunications carrier to the Company or from the Company to another telecommunications carrier may retain use of existing assigned telephone numbers, provided that the Customer retains the same serving wire center, rate center or rate district, whichever is smaller within the given state boundary. The FCC considers the ability of Customers to "port" their telephone numbers when they exercise choice in local service provider an important factor in promoting competition. The telecommunications industry has incurred considerable expense in technology to make number porting possible. The monthly number portability fee allows local exchange companies to recover those expenses and it is part of the Company's cost of providing local exchange service.

2.13.4 Federal Universal Service Fund (FUSF) Fee

FUSF is a federal fee for a fund that helps bring affordable basic phone service to all Americans, including schools, libraries and rural health care providers. All telecommunication companies, including long distance, local, wireless and pay phone providers, add this charge to cover their required support for the fund. The fee is set by the FCC.

2.13.5 9-1-1 Emergency Service Fee

This fee funds the provision of 9-1-1 emergency telecommunications services, and also may be appropriated to fund emergency medical services and trauma care.

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SECTION 2: REGULATIONS**2.13 Taxes, Fees and Surcharges (Cont'd.)****2.13.6 Federal Excise Tax**

The federal excise tax was originally initiated as a luxury tax to pay for the Spanish-American War in 1898 and pursuant to federal law is levied on the provision of telecommunications service. Today all proceeds from the tax go directly to the U.S. General Revenue Fund. The Company collects the federal excise tax on a monthly basis and passes the proceeds to the federal government. Eligible tax exempt entities are not assessed the federal excise tax by the Company.

2.13.7 State Sales Tax and Local Sales and Use Tax

Pursuant to state law, state and local taxes are levied on tangible personal property and taxable services, including amusement services, cable television services, personal services, repair and remodeling services, aircraft services, telecommunications services, real property services, and data processing services. These taxes are considered a part of the total sales price of the telecommunications services provided by the Company. State sales taxes and local sales and use taxes are collected by the Company on a monthly basis and the proceeds are passed on to the appropriate state or local governmental entity. The Company will not assess state and local taxes on eligible tax exempt entities.

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SECTION 2: REGULATIONS**2.14 Cancellation, Discontinuance, Refusal, Termination and Changes****2.14.1 Cancellation of Service by Customer**

If a Customer cancels service for any reason other than service interruption, the Customer agrees, binds, and obligates itself to pay the unpaid balance of charges owed to the Company. Such charges will become due and owing as of the effective date of the cancellation.

2.14.2 Refusal of Service by Company

A. The Company may decline to serve an applicant until such applicant has complied with all federal, state and municipal regulations, and regulations of the Company on file with the Commission governing the service applied for, or for the following reasons:

1. if the applicant's facilities or equipment are inadequate or known to be hazardous or dangerous to Company's employees or agents, or of such character that satisfactory service cannot be given.
2. for refusal of the applicant to furnish information or the provision of false information to the Company regarding the applicant's creditworthiness, past or current use of communications services or its planned use of the service(s).
3. for applicant's refusal to provide security or advance payment as provided in this Tariff.
4. in the event of Customer requesting reinstatement of service, if the Customer's service has been discontinued for nonpayment of bills for any telecommunications service provided by the Company, except that basic local exchange service will only be refused for nonpayment of basic local exchange service charges due, or for long distance charges incurred following implementation of Company-initiated toll blocking and still outstanding, or for other reasons stated in this Tariff. The Customer will otherwise be required to pay all bills due the Company for telecommunications service or make other arrangements satisfactory to the Company to re-establish credit before service is restored.
5. or any other reason that does not violate any applicable federal, state or municipal statutes, rules, or regulations.

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SECTION 2: REGULATIONS**2.14 Cancellation, Discontinuance, Refusal, Termination and Changes (Cont'd.)****2.14.2 Refusal of Service by Company (Cont'd.)**

- B. If the Company refuses service to the applicant, it will inform the applicant of its determination to refuse service and the reason(s) for refusal, that the applicant will be eligible for service if the reason(s) for refusal are remedied, that the applicant may request a supervisory review, and that applicant may file a complaint with the Commission. The information in this paragraph will be sent to the applicant in writing within five work days, if required by the federal Equal Credit Opportunity Act, 15 U.S.C. §§ 1691 et seq., or if it is requested by the applicant.

2.14.3 Discontinuance of Service by Company

- A. The Company may discontinue service(s) provided in this Tariff, or usage and service restrictions may be imposed, without incurring any liability, for any reason with 10 days' written notice, including but not limited to, the following reasons:
1. upon nonpayment of any amounts owing to the Company for which the Customer subscribes or had subscribed, except that residential basic local exchange service will only be suspended or disconnected for failure to pay basic local exchange service charges due. The Company may disconnect basic local exchange service if a Customer continues to incur long distance charges following the implementation of Company-initiated toll blocking on Customer's account due to nonpayment. If toll blocking is initiated, notice of toll blocking will be provided to the Customer within 24 hours of its initiation by the Company for the nonpayment of long distance charges.
 2. violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment or unauthorized attachments.

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SECTION 2: REGULATIONS

2.14 Cancellation, Discontinuance, Refusal, Termination and Changes (Cont'd.)

2.14.3 Discontinuance of Service by Company (Cont'd.)

A. (Cont'd.)

3. use of the services provided under this Tariff for an unlawful purpose or in an abusive manner, including calls, anonymous or otherwise, made in a manner reasonably expected to frighten, abuse, torment or harass another. The Company will, upon receiving judicial notice from a law enforcement agency, acting within its jurisdiction, terminate service to any subscriber or Customer identified as having utilized service provided under this Tariff in the completion of abusive or unlawful telephone calls. Service will be terminated as provided for in this Tariff.
4. upon failure to comply with a request made by the Company for a security for payment for service(s) or advance payments.
5. use of the Company's service in any manner that impedes the Company's ability to continue to provide service.
6. upon violation of any of the other material terms or conditions of this Tariff.

B. Service may be disconnected without notice for the following reasons:

1. if the Customer connects or reconnects basic local exchange service without the Company's authority, or uses or attempts to use the Company's service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service.
2. where there is tampering with the Company's equipment, evidence of fraud, or other acts to defraud the Company.

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SECTION 2: REGULATIONS

2.14 Cancellation, Discontinuance, Refusal, Termination and Changes (Cont'd.)

2.14.3 Discontinuance of Service by Company (Cont'd.)

- C. A suspension or disconnection notice by the Company to the Customer will be a separate mailing or hand delivery in both English and Spanish with a stated date of disconnection that is not less than 10 days after the notice is issued and will indicate the entire amount owed to maintain basic local service.
- D. Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable, the Company, by notice to the Customer, may discontinue or suspend service.

2.14.4 Restoration of Service

If a Customer's service is restored after having been suspended and/or disconnected in accordance with this Tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a reconnection charge.

When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

Local exchange service initiated after the discontinuance for non-payment will be subject to the standard non-recurring charges for new service as defined in this Tariff. Service that has been re-established may require the assignment of a new telephone number.

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SECTION 2: REGULATIONS**2.14 Cancellation, Discontinuance, Refusal, Termination and Changes (Cont'd.)****2.14.4 Restoration of Service (Cont'd.)**

If any Company service has been suspended, restricted, or discontinued for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of restriction or suspension and which may include a service reconnect fee. Basic local exchange service will be re-established upon receipt of all charges due for basic local exchange service, any charges due for long distance service incurred following institution of Company-initiated toll blocking due to the nonpayment of long distance charges, and charges for services and facilities during the period of restriction or suspension which may include a service reconnect fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effected upon bank clearance of the check.

If service is established and it is subsequently determined that the Customer is indebted to the Company for service previously furnished, the Company may restrict, suspend or terminate such service until satisfactory arrangements have been made for the payment of prior indebtedness. Residential basic local exchange service will only be suspended or disconnected for indebtedness for charges for basic local exchange service or for having incurred long distance charges following implementation of Company-initiated toll blocking due to nonpayment of long distance charges.

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SECTION 2: REGULATIONS**2.14 Cancellation, Discontinuance, Refusal, Termination and Changes (Cont'd.)****2.14.5 Assignment or Transfer of Service**

- A. A Customer may, upon written request and written approval by the Company, transfer its Contract to another party at the same location when there is no reason to question the responsibility of the other party, and when the new party willingly assumes all the obligations of the former Customer and pays any additional charges that are applicable. Such contract is terminable under the same conditions as was the original Contract.
- B. The telephone number of a local exchange service affected by a transferred Contract covering a change of party, will be changed in all cases, unless it is clearly shown that the new party is, in fact, the successor of and is entitled to receive, and will properly care for the incoming messages from the telephone number. In order to retain the telephone number, the new Customer must assume any outstanding indebtedness under the transferred Contract.

2.14.6 Changes in Service

- A. 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 will be adjusted accordingly.

2.15 Application of Business or Residential Rates**2.15.1 Business rates apply as follows:**

- A. in offices, stores, shops, factories and all other places of a strictly business nature;
- B. in boarding houses, offices or hotels, halls, and offices of apartment buildings; quarters occupied by clubs; public, private or parochial schools or colleges, hospitals, libraries, and other similar institutions where the principal usage indicated is for administrative purposes; in churches except when the telephone is located in the pastor's study and not accessible for public use;

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SECTION 2: REGULATIONS**2.15 Application of Business or Residential Rates (Cont'd.)****2.15.1 Business rates apply as follows (Cont'd.):**

- C. at residential locations when the Customer has no regular business telephone, and the use of the service either by the Customer, members of the Customer's household, their guests, or persons calling any of them is of a business nature. Any advertising (such as business cards, newspaper advertisements, handbills, billboards, circulars, radio or television commercials, signs on vehicles, or any other advertising material) that contains a business name or describes a service for hire and also contains the telephone number will create a presumption that the telephone is being used for business purposes.
- D. when a Customer has a regular business telephone and uses the residence telephone for business purposes during intervals when in compliance with the law or established custom, business places are ordinarily closed, such usage will not subject the residence telephone to business rates;
- E. where the place of business and the residence of a Customer are on the same premises and no telephone is installed in the place of business, the business rate will be charged for the telephone installed in the residence. At residence locations, when an additional station or extension bell is located in a shop, office, or other place of business;
- F. in any location where such location and expected usage of the service indicates a business, trade, or profession or business use.

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SECTION 2: REGULATIONS**2.15 Application of Business or Residential Rates (Cont'd.)**

2.15.2 Residential rates apply as follows:

- A. in private residences where business listings are not provided;
- B. in private apartments of hotels, rooming houses, or boarding houses where service is confined to the use of the family unit, and which are not advertised as business telephones;
- C. in the place of residence of a clergyman, or the clergyman's study where the telephone is not accessible for public use;
- D. in quarters occupied by lodges, clubs and civic organizations where there is only an occasional use for the service, where the principle use is not for administrative purposes and the telephone is not available for use by the general public;
- E. in fire department dormitories or sleeping quarters where the telephone number is not published and the telephone is not available for use by the general public.

2.16 Special Construction

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

Consistent with Commission rules, the Company will contact the applicant for service within 10 work days of receipt of the application and give the applicant an estimated completion date and an estimated cost for all charges to be incurred by the applicant, and an explanation of any construction cost options.

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SECTION 2: REGULATIONS**2.17 Interruption of Service**

2.17.1 It will be the obligation of the Customer to notify the Company immediately of any interruption in service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission by the Customer within its control or by wiring or equipment furnished by the Customer.

2.17.2 Temporary Interruption for Repairs

The Company will have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience.

2.17.3 Notification of Service-Affecting Activities

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

2.17.4 Credit Allowance for Interruptions

A. Except as may otherwise be specified in this Tariff, interruptions of 24 hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited upon request to the Customer at the proportionate monthly charge involved for each 24 hours of interruption. Credit is not allowed for interruptions to service of less than 24 hours. No interruption allowance will be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other sections of this Tariff.

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SECTION 2: REGULATIONS**2.17 Interruption of Service (Cont'd.)****2.17.4 Credit Allowance for Interruptions (Cont'd.)**

- B. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- B. No interruption allowance will 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, restricts, suspends or terminates service because of nonpayment of bills due the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance will be made for interruptions due to electric power failure, equipment, systems, connections or services not provided by the Company.

2.18 Notices and Communications

- 2.18.1 All notices or other communications required to be given pursuant to this Tariff will be in writing except that the Company may give 24 hours' non-written notice to Customers purchasing basic local exchange service prior to initiation of toll blocking for the nonpayment of long distance charges. Notices and other communications of either party, and all bills mailed by the Company, will be presumed to have been delivered to the other party on the third business day following placement with the U.S. Mail or private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.18.2 The Company and the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing.
- 2.18.3 The Company can be reached by mail at City Communications, Inc, 300 Village Center Dr., Suite 103, Woodstock, GA 30188 by phone at 1-866-601-2849.

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SECTION 2: REGULATIONS**2.19 Customer Complaints**

Upon complaint to the Company by a Customer either in person at its office, by letter, fax, email or telephone, the Company will promptly make a suitable investigation and advise the complainant of the results thereof within 21 days of receipt of the complaint. If the Customer is not satisfied with the initial response from the Company, the Customer may request supervisory review. The supervisor will respond within 10 days of receipt of the request for review. The Customer may receive the Company's response(s) in writing upon request. The Company will keep a record of all complaints as required by Commission regulations. If the Customer is dissatisfied with the supervisory review, it may file a complaint with the Commission under its informal complaint resolution process. Customer complaints may be filed with the Commission at:

Tennessee Public Utility Commission
Consumer Services Division
502 Deaderick Street, 4th Floor
Nashville, TN 37243
Telephone Number: 1-615741-2904
Toll Free: 1-800-342-8359
TTY: 1-888-276-0677

2.20 Transmitting Messages

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

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SECTION 2: REGULATIONS**2.21 Interconnection of Customer Premises Equipment (CPE) and Facilities**

- 2.21.1 All Customer-provided interconnections are subject to full compliance with all requirements of Part 68 of the FCC Rules and those contained in this Tariff.
- 2.21.2 All combinations of registered equipment and the associated non-registered terminal equipment (including but not limited to wiring) will be installed, operated and maintained so that the requirements of Part 68 of the FCC's Regulations are continually satisfied.
- 2.21.3 The Company may discontinue service or impose other remedies as provided for in Part 68 of the FCC's Regulations for failure to comply with these provisions.
- 2.21.4 All registered terminal equipment and systems, and premises cable and wire, whether Customer provided or Company provided, will be connected to the telecommunications network at a Demarcation Point, and typically through a network interface. This network interface (or Demarcation Point) will generally comprise a standard jack as specified in, or authorized by, the FCC's Registration Program.
- 2.21.5 The Demarcation point for single unit installations will be located on the Customer's side and within 12 inches of the protector or its equivalent. If there is no protector, it will be within 12 inches of the minimum point of entry to the premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarcation Point will be the most practical minimum point of entry.
- 2.21.6 The Customer will not connect registered equipment to a Company line if:
- A. the ringer equivalence of such equipment in combination with the total ringer equivalence of other equipment connected to the same line exceeds the allowable maximum of five or as otherwise determined by the Company; or
 - B. the ringer type is not a ringer type designated by the Company as suitable for that particular line.

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SECTION 2: REGULATIONS**2.21 Interconnection of Customer Premises Equipment (CPE) and Facilities (Cont'd.)**

- 2.21.7 The Company will, at the Customer's request, provide information concerning interface parameters, including the number of ringers that may be connected to a particular telephone line.
- 2.21.8 The quantity of CPE on a line may be limited or a Customer may be forced to use ringer isolation devices to avoid interference with other parties on the line.
- 2.21.9 This Tariff does not provide for interconnection of Miscellaneous Common Carrier Systems. Interconnection of Miscellaneous Common Carrier Systems to the exchange and toll lines of the Company requires execution of a Miscellaneous Common Carrier Interconnection Agreement.
- 2.21.10 Customer-provided telephones, data and ancillary devices may be connected directly to telephone company lines (except coin telephone lines), without couplers if the devices are registered by the FCC or the devices are listed on the FCC Grandfathered List. Devices not registered or grandfathered by the FCC will be allowed connection to the network only through registered or grandfathered couplers.
- 2.21.11 The Customer will be responsible for the installation, operation and maintenance of any terminal equipment, communications systems or premises cable and wire on the Customer's side of the Demarcation Point. No combinations of terminal equipment, communications systems or premises cable and wire on the Customer's side of the Demarcation Point will require change or alteration of the equipment or services of the Company, cause electrical hazards to the Company personnel, or damage to Company equipment, communications systems or premises cable and wire, or Customer's calling or called party. Upon notice from the Company that terminal equipment, communications systems or premises cable and wire on the Customer's side of the Demarcation Point is causing such hazard, damage, malfunction or degradation of service, the Customer will make such changes as will be necessary to remove or prevent such hazard, damage, malfunction or degradation of service. In those instances, when Customer-provided instruments or ancillary equipment actually cause trouble which requires Company disconnection of service, the appropriate service charges from this Tariff will apply.

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SECTION 2: REGULATIONS

2.21 Interconnection of Customer Premises Equipment (CPE) and Facilities (Cont'd.)

2.21.12 The Company will not be responsible for the installation, operation or maintenance of any terminal equipment, communications systems or premises cable and wire on the Customer side of the Demarcation Point. The responsibility of the Company will be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities.

2.21.13 In the event neutralizing transformers or other protective equipment is required at Customer's locations where excessive ground potential exists, the following conditions will apply:

A. Charges will apply for all installations based on special assembly of facilities per location.

B. The Customer will purchase its own equipment to be interconnected with the Company lines.

2.21.14 The Customer will permit employees or agents of the Company to enter its premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the Company's facilities or upon termination of the service, or removing such facilities.

2.21.15 If service is requested at locations which are or may be hazardous or dangerous to the Company's employees or agents, the Company may refuse to furnish such service. If such service is furnished by the Company, Customer will be required to indemnify and hold harmless and defend the Company from and against any claims, loss, liability, cost (including without limitation reasonable attorney's fees), expense or damage by reason of its furnishing of such service. This limitation of liability will be in addition to any other limitations contained elsewhere in this Tariff.

2.21.16 Unless specifically provided otherwise in this Tariff, when commercial power is used for the operation of Company facilities, the Customer will provide the necessary power wiring, power outlets, and commercial power. The Customer assumes all responsibility for the safe condition of the power wiring, power outlets, and commercial power.

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SECTION 2: REGULATIONS**2.22 Customer Proprietary Network Information (CPNI)**

The Company will comply with applicable state and federal regulatory requirements regarding Customer's approval of the use, disclosure, or permitted access to CPNI. The Customer may request that CPNI be reasonably restricted for this purpose, at no charge to the Customer, by notifying the Company.

2.23 Defacement of Premises

The Company will exercise due care in connection with all work done on Customer's premises. No liability will be attached to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's facilities on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole gross negligence of the Company. This limitation of liability will be in addition to any other limitations contained elsewhere in this Tariff.

2.24 Inspections

2.24.1 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 Customer is complying with the requirements set forth in this Tariff 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.

2.24.2 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 10 days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to take the necessary corrective action, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.24.3 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2: REGULATIONS**2.25 Ownership of Facilities**

Ownership of telephone system, including but not limited to wires, cables, telephone number or numbers, facilities and equipment furnished by the Company, and associated appurtenances will be in and will remain with the Company.

2.26 Secrecy of Communications

The Company will at all times safeguard any right of the Customer to privacy of its conversations, communications, or records, unless the Company is required to disclose such information by applicable law, rule, regulation or order of a court or governmental agency or entity.

2.27 Telephone Numbers

2.27.1 The Customer has no property right in the telephone number and the Company may change any number or central office name associated with such number in response to state and/or federal regulations, technological limitations or innovations, or competitive forces.

2.27.2 The billing name on the customer account is the Company's designated Customer and controls the account.

2.28 Tracing of Harassing Calls

The Customer must first contact the local law enforcement agency, such as the local police department, to report the incident and have a case number assigned. The Customer must provide the Company with the following information before the Company will proceed with a call search: (1) the law enforcement agency contacted, (2) name (and badge number if possible) and phone number of the assigned investigating officer, (3) assigned case number, (4) fax number where the call data information is to be sent. A record of the response will be preserved by the Company's legal department or Custodian of Records. The Company does not participate in any follow-up investigation except upon valid legal process.

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SECTION 2: REGULATIONS**2.29 Work Interruptions**

The charges specified in this Tariff do not contemplate work once begun being interrupted by the Customer. If the Customer interrupts work once begun, an additional charge, based on additional costs involved, applies.

2.30 Telecommunications Relay Service

Telecommunications Relay Service allows deaf Customers and those with speech or hearing disabilities to communicate using specialized devices and operator translations. Telecommunications Relay Service can be accessed at no charge by dialing 711.

2.31 Emergency Number Service (911 and E911)**2.31.1 Description**

This Tariff provides for Emergency Number Service (911 Service) which is an arrangement of the Company's central office trunking facilities establishing links to the applicable 911 tandem/PSAP whereby any user who dials the number "911" will reach the emergency report center for the telephone number from which the number is dialed or will be routed to a designated default alternative if all lines to an emergency report center are busy. The telephone user who dials the 911 number will not be charged for the call. County and municipal governments are the agencies empowered to establish an emergency communication district or a 911 service district. Those local authorities, alone or in concert, may act on behalf of the public agencies located within the emergency communication district.

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SECTION 2: REGULATIONS

2.31 Emergency Number Service (911 and E911) (Cont'd.)

2.31.1 Description (Cont'd.)

Two types of 911 service are offered by the Company, Basic 911 (911) and Enhanced 911 Service (E911).

- A. Basic 911 Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to the designated PSAP equipped to receive those calls.
- B. E-911 Services include ANI and/or ALI and selective routing, and/or any other combination of enhanced 9-1-1 features required by a regional planning commission or the 9-1-1 emergency communication district responsible for the geographic area involved.

During service outage, service suspension, or disruption, 911/E911 will not function in the event of a power failure that extends beyond exhaustion of the Company battery or other disruption in service, such as termination or suspension of Customer's account or service by Company for nonpayment or otherwise.

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SECTION 2: REGULATIONS**2.31 Emergency Number Service (911 and E911) (Cont'd.)****2.31.1 Description (Cont'd.)**

If Customer has call forwarding, do not disturb, or other features programmed and in use at the time Customer dials a 911 call and Customer's 911 call is interrupted, the emergency dispatcher may not be able to call Customer back at the phone from which Customer dialed the call. Existing emergency response systems are not always technically capable of receiving and/or passing routing information properly. Accordingly, emergency personnel may not be able to identify Customer's phone number in order to call back if the 911 call is not completed, dropped or disconnected, or if

Customer is unable to speak to tell the emergency dispatcher or operator the phone number and/or if the service is not operational for any reason.

The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

2.31.2 Emergency Telephone Service Charge

The Company may assess Customers a fee, on a recurring basis, non-recurring basis, or both, to recover the costs incurred by the Company for providing 911 service, and may, where permitted, also assess and remit appropriate surcharges or other amounts payable to public or other agencies that provide 911 services. Because the Company's serving boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.

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SECTION 2: REGULATIONS**2.31 Emergency Number Service (911 and E911) (Cont'd.)****2.31.3 Rules, Regulations and Terms and Conditions**

The Company will not provide both 911 and E911 Service within a given central office. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP. The services provided pursuant to this Tariff do not include the monitoring of facilities to discover errors, defects and malfunctions in 911 or E911 services, facilities, or operations, nor does the Company undertake such responsibility. The Company will be responsible for making such operational tests as, in the judgment of the Company, are required to determine whether 911 and E911 calls are functioning properly for its use. The Company will promptly notify the proper 911 agencies in the event the system is not functioning properly.

The Company's liability to the Customer, to any party dialing 911 using the Customer's facilities or to any other party or persons, for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, will not exceed the amount equivalent to the pro-rate charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages will be in addition to any outage credits. This limitation of liability will be in addition to any other limitations contained elsewhere in this Tariff.

The Customer agrees to release, indemnify, defend, and hold harmless the Company from any claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of the Customer's services for purposes of placing 911 or E911 calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; (b) all other Claims arising out of any act or omission of the Customer or any user of the Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone used by the party or parties accessing 911 Service hereunder. Customer agrees to defend Company against any such Claims.

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SECTION 3: SERVICE AREAS

3.1 Service Areas, Rate Groups and Calling Scopes

Local exchange service is provided by the Company, subject to availability of facilities and equipment, to Customers in the Service Areas listed below. Charges for local exchange service provided by the Company are based on the Rate Group associated with the Customer's service area.

City Communications, Inc.'s local calling scope is the same as the Incumbent Local Exchange Carrier for the service area.

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SECTION 4: DESCRIPTION OF SERVICES

All services offered in this Tariff are subject to connection and activation charges where the Customer requests new services or changes in existing services.

4.1 Basic Local Service

4.1.A. BASIC SERVICE PLAN - a combination of Custom Calling and CLASS services available as a package to residential customers only. This plan includes basic local service with the following vertical features:

Call Block
Call Waiting
Cancel Call Waiting
Call Forwarding
Three Way Calling
*69
Touch Call
Caller ID
Caller Waiting Caller ID

4.1.B Auto Draft Discount – The company offers each customer the ability to establish auto-draft from an established credit/debit card or bank account as a method of payment for monthly services. If the customer chooses auto-draft as the method of payment the customer is eligible for a monthly discount.

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SECTION 4: DESCRIPTION OF SERVICES**4.2 Extended Area Service (EAS)**

EAS expands Customers' local calling scopes by allowing them to call additional exchanges for a flat fee, rather than incur long-distance charges assessed on a per-minute basis. One-way outbound EAS is available for calls originating in certain Service Areas and terminating in the exchanges covered by the EAS Calling Scopes defined in Section 3 of this Tariff.

4.3 Enhanced Features

The following certain features may only be available with specified product offerings.

- Touch Call
- Call Block
- Call Waiting
- Anonymous Call Block
- Call Waiting ID
- Distinctive Ring
- Cancel Call Waiting
- Speed Dialing 8
- Caller ID
- Call Forwarding
- Three Way Calling
- Do Not Disturb
- *69
- Select Call Forwarding
- Busy Redial
- Priority Call

4.4 Toll Restrict

A Company provided, central office activated, service which prohibits anyone from originating a direct dialed (1+), or an operator assisted (0 or 0+), billed to the originating number, long distance call from a designated local exchange access line. Any such calls, when attempted, will be routed to a central office announcement provided by the Company which will inform the user that long distance calls are restricted from that line.

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SECTION 4: DESCRIPTION OF SERVICES**4.5 900/976 Toll Restriction**

All access to pay-per-call information services will be blocked for all Company Customers. The Customer will automatically receive 900/976 Call Restriction at no additional charge. The Customer may request that 900/976 toll restriction be removed at no charge. In such cases, the Customer must agree in writing to be responsible for all charges incurred for such 900/976 services.

4.6 Directory Assistance

Directory Assistance provides for identification of telephone numbers, via an operator or automated platform. Customers are provided with a maximum of two listings per each call to Directory Assistance. There is no charge for Directory Assistance to complete local calls at Customer's request. No charge applies for calls for Directory Assistance from Customers who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. The Company shall treat information contained on the exemption records as confidential. The Customer shall notify the Company when the need for an exemption no longer exists.

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SECTION 4: DESCRIPTION OF SERVICES**4.7 Operator Service**

Operator Service provides for live or automated operator treatment when the Customer dials "0" or "0+".

- A. Operator Service, Automated: A service where the customer dials "0" + 10 digits (called #) and follows prompts to complete the call without the assistance of a live operator.
- B. Operator Service Person-to-Person: A service where the person originating the message specifies to the operator a particular person to be reached, or a particular service point, department, or office to be reached through a PBX attendant. When, after the service point or PBX called has been reached and while the connection remains established, the person originating the message requests or agrees to talk to any person other than the person specified, or to any other person or service point, department or office to be reached through a PBX attendant, the classification of the message remains person-to-person.
- C. Operator Service, Live Operator: A service where calls are completed with the assistance of an operator (other than Person-to-Person). Live Operator rates apply to calls handled by a live operator which are billed to a different telephone number (e.g., collect, bill to third number).
- D. Operator Intercept: A service used when a customer disconnects service or changes their telephone number. Calls to the intercepted telephone number are presented a recorded message. The caller is provided with the customer's new telephone number.

4.8 Directory Listings

For each Customer of Company-provided local service, the Company will arrange for the listing of Customer's main billing telephone number in the directory(ies) published by the dominant local exchange carrier in the area at no additional charge. Charges will be incurred for non-published listings.

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SECTION 4: DESCRIPTION OF SERVICES

4.9 Lifeline Service

4.9.1 Applicability

- A. Lifeline Service is a voice telephony service assistance program designed to provide eligible residential customers with federal and state rate reductions on the price of basic local exchange service. When a Lifeline customer subscribes to a package of services, those same reductions will apply to that portion of the package rate that is for basic local exchange service.
- B. Lifeline Service reductions do not apply to surcharges, taxes, long distance services, 976 and other information custom calling features. Customers may obtain these services, where available, at their discretion.
- C. Lifeline Service rate reductions do not apply to service connection charges; however, customers eligible for the Tribal Link-Up Program may receive a 100% reduction not to exceed \$100.00 on applicable service activation charges.
- D. All charges, either recurring or nonrecurring, for any service or feature other than Lifeline Service shall be billed at the tariffed rate.
- E. Lifeline Service is only available to customers who subscribe to one of Company's basic local service plans or bundles that include local voice telephony service. In the case of a bundle, the Lifeline discount shall only apply to that portion of the bundled package that is for basic network service.
- F. Lifeline service is available for only one line per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A single household cannot receive Lifeline benefits from multiple providers.
- G. Lifeline service shall not be available on a retroactive basis.

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SECTION 4: DESCRIPTION OF SERVICES

4.9 Lifeline Service (Cont'd.)

4.9.2 Designated Services Available to Lifeline Customers

The following services shall be offered to eligible Lifeline customers:

- a. Single party voice grade access to the public switched network or its functional equivalent;
- b. Minutes of use for local service provided at no additional charge to end users;
- c. Dual Tone Multi-frequency (DTMF) or its functional equivalent;
- d. Toll limitation services to qualifying low-income consumers if they are purchasing a voice telephony service plan that charges a fee for toll calls that is in addition to the per month or per billing cycle price of the subscriber's Lifeline service;
- e. Touch Tone Services (or the functional equivalent);
- f. Access to Emergency Services;
- g. Access to Operator Services;
- h. Access to Interexchange Services; and
- i. Access to Directory Assistance.

Lifeline Service may not be disconnected for non-payment of toll charges. Eligible customers accepting toll restriction services shall not be required to pay a deposit.

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SECTION 4: DESCRIPTION OF SERVICES

4.9 Lifeline Service (Cont'd.)

4.9.3 Eligibility Requirements

- A. The applicant or customer meets the requirements for eligibility if that customer qualifies for ONE of the following public assistance programs: Food Stamps, Medicaid, Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), Low Income Home Energy Assistance Program (LIHEAP), Free Lunch Program or live in Section 8 federal housing.

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SECTION 4: DESCRIPTION OF SERVICES

4.9 Lifeline Service (Cont'd.)

4.9.3 Eligibility Requirements (Cont'd.)

B. Lifeline Service will also be provided to applicants or customers residing on Federally-recognized Tribal Lands who meet the following criteria:

1. The applicant or customer must reside on a reservation, as defined in Title 25 of Federal Regulations, Section 20.1, paragraph (v), and receive benefits from at least one of the following programs:
 - a. Bureau of Indian Affairs general assistance
 - b. Tribally administered Temporary Assistance for Needy Families (TANF)
 - c. Head Start (must meet program's income qualifying standard)
 - d. National School Lunch Program (must satisfy income standard for free lunch program)

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SECTION 4: DESCRIPTION OF SERVICES

4.9 Lifeline Service (Cont'd.)

4.9.5 Lifeline Support Amounts

4.9.5.1 Lifeline support amounts per qualifying low-income customer shall be provided as follows:

- A. Federal discount up to \$9.25 applied to the Company's interstate SLC, if any, and then any residual amounts would be applied to the monthly residential local exchange service rate, but not to exceed the monthly residential local exchange service rate, including the SLC.
- B. State discount of \$3.50 applied to the monthly residential local exchange service rate.
- C. Total of state and federal discount shall not exceed the monthly residential local exchange rate.

4.9.5.2 Qualified Lifeline Tribal Lands customers will receive, in addition to the discounts listed above, an additional federal approved reduction of up to \$25.00. The monthly discounted residential rate local exchange service for qualifying low-income individuals living on tribal lands will not be reduced below \$1.00.

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SECTION 4: DESCRIPTION OF SERVICES

4.10 Link Up America Service for Residents of Tribal Lands

4.10.1 Applicability

- A. Link Up America is a federally sponsored telephone assistance program designed to make telephone service accessible to low-income households on Tribal Lands not currently on the public switched access network.
- B. Assistance is provided by applying a discount to the applicable non-recurring charges for local service initiation. The discounted service connection charges will be provided for one (1) telephone line per household, at the customer's principal place of residence.
- C. Assistance is not provided in those instances involving, solely, a customer transfers from one carrier to another for local exchange service.
- D. Assistance is provided on subsequent occasions only for a principal place of residence with an address different from the residence address at which the Link Up America Service was provided previously.

4.10.2 Eligibility Requirements

- A. Link Up America Service will only be provided to applicants or customers residing on Tribal Lands who meet the following criteria:

The applicant or customer must reside on a reservation, as defined in Title 25 of Federal Regulations, Section 20.1, paragraph (v), and receive benefits from at least one of the following programs:

- a. Bureau of Indian Affairs general assistance
 - b. Tribally administered Temporary Assistance for Needy Families (TANF)
 - c. Head Start (must meet program's income qualifying standard)
 - d. National School Lunch Program (must satisfy income standard for free lunch program)
- B. The eligibility requirements listed above will be certified to by the applicant or the applicable state agency. The Company assumes no responsibility for the certification of customers or applicant's eligibility.

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SECTION 4: DESCRIPTION OF SERVICES

4.10 Link Up America Service for Residents of Tribal Lands

4.10.3 Application Requirements

- A. Applicants or customers may self-certify their eligibility for Link Up America Service by signing an Affidavit that they reside on a reservation and either participate in a qualifying program or meet the income requirements specified above. The Company will send a blank copy of the self-certification form upon customer request.
- B. A service order to establish new service will not be issued until the Company receives the signed Affidavit from the applicant or customer.

4.10.4 Tribal Lands Link Up America Support Amounts

- 4.10.4.1 A qualifying low-income customer living on Tribal Lands may receive a reduction in the Company's customary charge for commencing local exchange service for a primary single line connection at the customer's principal place of residence. Tribal Link Up support is available in accordance with Chapter 47 of the Code of Federal Regulations § 54.413, for a reduction of 100% of the customary activation charge up to a maximum of \$100.
- 4.10.4.2 A qualifying low-income customer living on Tribal Lands may receive a deferred schedule, not to exceed one year, for payment of the charges assessed for commencing service of up to \$200, for which the customer does not pay interest.

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SECTION 5: APPLICATION OF RATES**5.1 Introduction**

The regulations set forth in this section govern the application of rates for services contained in this Tariff.

5.2 Charges Based on Duration of Use

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

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one-time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

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SECTION 5: APPLICATION OF RATES**5.3 Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- B) The airline distance between any two rate centers is determined as follows:
 - 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Telcordia document.
 - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) FORMULA =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 6: RATES AND CHARGES

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof.

6.1 Local Service Rates**6.1.A. BASIC RESIDENTIAL SERVICE PLAN –**

Enrollment/set up and first month of service –Nonrecurring charge \$XX.XX
Monthly Recurring Rate \$XX.XX

6.1.B BASIC BUSINESS SERVICE PLAN

Enrollment/set up and first month of service –Nonrecurring charge \$XX.XX
Monthly Recurring Rate \$XX.XX

6.2 Long Distance Services

The Company's long-distance service is available to Customers that activate local exchange service offered by the Company. Rates for intrastate long-distance service offered by the Company are on file with the Commission; rates for interstate long distance service can be found on the Company's website.

6.3 Promotions

The Company may from time to time engage in special promotional service offerings, special arrangements or demonstrations designed to attract new customers or to increase existing customer awareness of the Company's services.

6.3. A Terms, Conditions, Rates and Charges

The specific terms and conditions or rates and charges of each promotional offering are described as follows:

Reserved for future use.

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