

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

IN RE:)	
)	
PETITION OF BEN LOMAND COMMUNICATIONS, LLC)	DOCKET NO. <u>21-00054</u>
TO BE DESIGNATED AN ELIGIBLE)	
TELECOMMUNICATIONS CARRIER)	

**PETITION OF
BEN LOMAND COMMUNICATIONS, LLC
TO BE DESIGNATED AN ELIGIBLE TELECOMMUNICATIONS CARRIER**

Ben Lomand Communications, LLC (“BLC”), a competitive local exchange carrier (“CLEC”), hereby respectfully moves the Tennessee Public Utility Commission (the “Commission”), pursuant to 47 U.S.C. § 214(e), for designation as an Eligible Telecommunications Carrier (“ETC”) for Cumberland County, Tennessee under section 254(c) of the Telecommunications Act of 1996¹ (the “Act”) and Rules 54.101 through 54.207 of the Rules of the Federal Communications Commission (“FCC”) for the purposes of receiving federal universal support services.

As demonstrated below, BLC satisfies all of the statutory and regulatory requirements for designation as an ETC in Cumberland County. Furthermore, designation of BLC as an ETC in Cumberland County will serve the public interest. Accordingly, based on the information set forth below, BLC respectfully requests that the Commission grant this petition to designate BLC as an ETC in Cumberland County.

¹ 47 U.S.C. § 254(c)

I. BACKGROUND

1. Ben Lomand Communications, Inc., by order of the Commission² dated April 28, 1999, Docket No. 98-00600, styled *Application of Ben Lomand Communications, Inc. for a Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Service as a Competing Telecommunications Service Provider* was granted a Certificate of Convenience and Necessity to provide telecommunications services in Warren and White Counties, Tennessee. By Order of the Commission dated January 13, 2009, Docket No. 08-00210, styled *Petition of Ben Lomand Communications, LLC³ to Modify its CCN*, BLC's Certificate of Convenience and Necessity was modified to include the entire State of Tennessee, including Cumberland County and all geographic locations therein pursuant to Tennessee Code Annotated 65-4-201(d).

2. Further, BLC has already been granted ETC status for Warren, White, Coffee, Franklin, and Marion counties in Tennessee. By Order of the Commission dated January 8, 2001, Docket No. 97-00888, styled *Order Designating Ben Lomand Communications, Inc. as an Eligible Telecommunications Carrier*, the Commission granted Ben Lomand Communications, Inc., BLC's predecessor-in-interest, ETC status for Warren and White Counties. Thereafter, by order of the Commission dated February 7, 2019, Docket No. 19-00002, styled *Petition of Ben Lomand Communications, LLC to be Designated an Eligible Telecommunications Carrier*, the Commission granted BLC ETC status for Coffee, Franklin, and Marion counties. Accordingly, BLC is familiar with the requirements that maintaining ETC status necessitates and is fully committed to continue upholding those standards with regard to this request for ETC status in Cumberland County.

² At the time known as the Tennessee Regulatory Authority

³ As set forth in the January 13, 2009 Order of the Commission, BLC is the successor-in-interest through corporate reorganization of Ben Lomand Communications, Inc. BLC is a wholly owned subsidiary of Ben Lomand Rural Telephone Cooperative, Inc.

3. BLC has its principal offices at 311 N. Chancery Street, McMinnville, Tennessee 37110. Copies of BLC's Articles of Organization evidencing its authority to transact business in the State of Tennessee as a diversified telecommunications company is attached hereto as Exhibit A. BLC currently provides voice services (including both traditional phone service as well as business and residential hosted IP); broadband internet services (deploying active, synchronous GIG capable fiber throughout its service territory to residential and business customers); video services ("traditional" cable with BLTV and OTT through Roku with MyBLTV); and security services (traditional home/business security through Ben Lomand Security, Secure Care emergency medical monitoring and home automation through Ben Lomand Home).

4. BLC recently merged (the "Merger") with Volunteer First Services, LLC., ("VolFirst") a different wholly-owned subsidiary of Ben Lomand Holdings, LLC. The merging companies petitioned⁴ the Commission for approval of the Merger and by letter dated December 4, 2020, the Commission responded stating that the Merger did not require approval because both companies are Market Regulated companies and the Merger is governed by T.C.A. 65-4-112, which is not a regulatory requirement that applies to companies that have elected Market Regulation.

5. Before the Merger, BLC was awarded Census Block Groups in the RDOF #904 Reverse Auction in Cumberland County. BLC now owns those fixed wireless and fiber optic facilities and provides services in portions of Cumberland County. ETC designation is a prerequisite to receipt of the awarded grant funds. These funds will be used to construct a fiber-to-the-premise network in order to provide reliable communications services in a grossly underserved area.

⁴ Docket No. 20-00125

6. BLC currently provides POTS voice services and business and residential hosted IP, broadband internet services (deploying active, synchronous GIG capable fiber throughout its service territory to residential and business customers), security, medical alert monitoring, video services and managed IT services.

II. BLC MEETS THE REQUIREMENTS FOR DESIGNATION AS AN ETC

7. As set forth in Section 214(e)(2) of the Act, the Commission “shall upon its own motion or upon request designate a common carrier that meets the requirements of [Section 214 (e)(1)] as an eligible telecommunications carrier for a service area designated by the State commission.” 47 U.S.C. § 214(e)(2). Upon designation as an ETC, the carrier shall be eligible to receive universal support in accordance with Section 254 of the Act.

8. The requirements for designation as an ETC set forth in Section 214 (e)(1) are that the carrier must

(A) offer the services that are supported by Federal universal support mechanisms under section 245(c) of [the Act], either using its own facilities or a combination of its own facilities and resale of another carrier’s services (including the services offered by another eligible telecommunications earner); and

(B) advertise the availability of such services and the charges therefore using the media of general distribution.

See 47 U.S.C. § 214(e)(1).

9. Under the authority of the Certificate of Public Convenience and Necessity granted by the Commission to BLC, as amended, BLC is a CLEC. BLC’s facilities-based system in Cumberland County provides to its customers a minimum of the following services:

- a. voice grade access to a public switched network or its functional equivalent;
- b. minutes of use for local service provided at no additional charge to end users;
- c. access to emergency services provided by local governments, such as 911 and enhanced 911;

- d. toll limitation services to a minor degree for qualifying low-income consumers;
- e. free blocking service for 900, 976 type services in accordance with Commission policy;
- f. consumer access to and support for the Tennessee Relay Center in the same manner as incumbent local exchange telephone companies;
- g. white page directory listings and directory assistance;
- h. broadband internet access capable of transmitting data to and receiving data by wire or radio from all or substantially all internet endpoints, including capabilities that are incidental to and enable the operation of the communications service, excluding dial-up service; and
- i. LifeLine services to qualifying low-income consumers.

BLC offers, and will continue to offer, these services using its own facilities or through services of another facilities-based carrier or vendor with whom it has contracts.

10. Upon designation as an ETC, BLC will continue to participate in, and offer, LifeLine programs to qualifying low-income consumers and publicize the availability of LifeLine services in a manner reasonably designed to reach those likely to qualify for those services, as required by FCC Rules. *See* 47 C.F.R. §§ 54.401-54.423; 54.405(b); 54.410(a). BLC already actively promotes these services by, among other forms of promotion, providing informational pamphlets at all BLC locations and through its website at: <http://benlomandconnect.com/voice-services-resources/>. Attached hereto as Exhibit B and incorporated by reference is a copy of the current Tariff under which BLC provides, and will continue to provide, these services.

11. BLC does, and will continue to, advertise the availability of the above-referenced services and the charges for those services in Cumberland County using media of general distribution, as required by FCC Rules. *See* 47 C.F.R. §54.201(d)(2).

12. Attached as Exhibit C and incorporated herein by reference are BLC's updated financial statements demonstrating that the Company has the financial qualifications to provide the services specified herein. BLC previously provided the Commission with evidence of its financial capabilities to provide the supported services in 2019 with its application for ETC designation in Coffee, Franklin and Marion Counties.⁵ The attached financial statements of BLC contain proprietary and confidential information and are being submitted under seal to be maintained by the Commission and Commission staff on a confidential basis pursuant to the Commission's current rules.

13. Attached as Exhibit D and incorporated herein by reference is a current list of BLC officers.⁶ BLC has previously provided the Authority with evidence of its managerial and technical capabilities to provide the supported services in 2019 with its application for ETC designation in Coffee, Franklin and Marion Counties.⁷

14. Attached as Exhibit E to this Petition and incorporated herein by reference is the testimony of Greg Smartt, President of BLC, certifying that BLC satisfies all of the requirements for designation as an ETC to serve Cumberland County.

III. Area for Which Designation is Requested

15. BLC is currently serving White, Warren, Coffee, Marion, and Franklin Counties in Tennessee. BLC has served and is working to expand its services in Cumberland County through its current and, if applicable, future facilities. A map of Cumberland County that BLC currently serves and for which it is seeking ETC Designation is attached as Exhibit F. These maps contain

⁵ Docket No. 19-00002

⁶ This list includes the Officers of Ben Lomand Holdings, Inc., which is the sole member of BLC.

⁷ Docket No. 19-00002

proprietary and confidential information and are being submitted under seal to be maintained by the Commission and Commission staff on a confidential basis pursuant to the Commission's current rules.

IV. Designation of BLC as an ETC Is In the Public Interest

16. BLC respectfully submits that its request to be designated as an ETC at this time serves the public interest and ensures that resources are committed to the provision of and preservation of universal service. A central purpose of the Act was to "promote competition and reduce regulation, [thereby securing] lower prices and higher quality services . . . and encourage the rapid deployment of new telecommunications technologies." *See* The Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, 56 (1996). Designation of BLC as an ETC would further these goals.

REQUEST

For the foregoing reasons, BLC respectfully moves and requests that the Commission designate BLC as an ETC within Cumberland County. An expedited grant of this motion will facilitate the ability of BLC in its planning needs and ensure that federal grant funds are available for its expansion plans.

Respectfully submitted,

BEN LOMAND COMMUNICATIONS, LLC



Laurence M. Papel

John T. Baxter

Nelson Mullins Riley & Scarborough, LLP

150 Fourth Avenue North, Suite 1100

Nashville, TN 37219

Phone: 615.664.5353

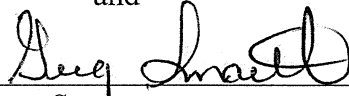
Fax: 615.664.5343

Email: larry.papel@nelsonmullins.com

john.baxter@nelsonmullins.com

Counsel for Ben Lomand Communications, LLC

- and -

A handwritten signature in dark ink, appearing to read "Greg Smartt", is written over a horizontal line.

Greg Smartt

President

Ben Lomand Communications, LLC

311 N. Chancery Street

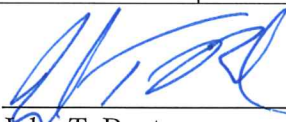
McMinnville, TN 37110

CERTIFICATE OF SERVICE

I, John T. Baxter, hereby certify that I have served a copy of the foregoing Petition to each of the following via U.S. First Class Mail, postage prepaid, at the addresses shown below, this Seventh day of May, 2021.

Bell South Telecommunications, LLC c/o C T Corporation System 300 Montvue Rd. Knoxville, TN 37919-5546	Bledsoe Telephone Cooperative, Corporation c/o Charles H. Boring 338 Cumberland Ave. Pikeville, TN 37367	CenturyTel Broadband Services, LLC c/o C T Corporation System 300 Montvue Rd. Knoxville, TN 37919-5546
Concord Telephone Exchange, Inc. c/o Corporation Service Company 2908 Poston Ave. Nashville, TN 37203-1312	Frontier Communications of America, Inc. c/o Corporation Service Company 2908 Poston Ave. Nashville, TN 37203-1312	Twin Lakes Telephone Cooperative, Corporation c/o Lee Garrett Richardson 107 W. Gore Ave. Gainesboro, TN 38562-0593
Highland Telephone Cooperative, Inc. c/o Stephen Marcum 3 Courthouse Square Road Huntsville, TN 37756-1400		

Dated: May 7, 2021



John T. Baxter

EXHIBIT A

COPY OF ARTICLES OF ORGANIZATION

State of Tennessee



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

ARTICLES OF ORGANIZATION
(LIMITED LIABILITY COMPANY)

(For use on or after 7/1/2006)

For Office Use Only

100-5 AM 9:41
SECRETARY OF STATE

6154.0645

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: BEN LOMAND Communications, LLC

(NOTE: Pursuant to the provisions of TCA §48-249-106, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

Levoy Knowles
(Name)

311 N. Chancery St.
(Street address)

Memphis
(City)

TN 37110
(State/Zip Code)

Warren
(County)

3. The Limited Liability Company will be: (NOTE: PLEASE MARK APPLICABLE BOX)

☒ Member Managed

☐ Manager Managed

☐ Director Managed

4. Number of Members at the date of filing, if more than six (6): _____

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)

Date: January 1, 2008 Time: 12:01 AM

6. The complete address of the Limited Liability Company's principal executive office is:

311 N. Chancery St.
(Street Address)

Memphis
(City)

TN/Warren/37110
(State/County/Zip Code)

7. Period of Duration if not perpetual: _____

8. Other Provisions: _____

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

11/1/07
Signature Date

Levoy Knowles
Signature

Operation Manager
Signer's Capacity (if other than individual capacity)

Levoy Knowles
Name (printed or typed)



November 19, 2007

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

RE: Business Name Availability Guidelines
Existing Name: Ben Lomand Communications, Inc.
Applicant Name: Ben Lomand Communications, LLC

To Whom It May Concern:

There currently exists a Tennessee corporation named Ben Lomand Communications, Inc.; Ben Lomand Communications, Inc. will be dissolved within 60 days. I, Joe C. Roper, President, of Ben Lomand Communications, Inc., consent in writing to the use of the name by the applicant Ben Lomand Communications, LLC.

I request in writing that the \$300 initially mailed with the application for Ben Lomand Communications, LLC be applied to this application.

Sincerely,

A handwritten signature in blue ink that reads "Joe C. Roper". The signature is written in a cursive, flowing style.

Joe C. Roper
President

JR:pb

Enclosure



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

DATE: 11/05/07
REQUEST NUMBER: 6154-0645
TELEPHONE CONTACT: (615) 741-0537

TO:
BEN LOMAND COMMUNICATIONS, LLC
311 N. CHANCERY ST.

MCMINNVILLE, TN 37710-0000

RE:
BEN LOMAND COMMUNICATIONS, LLC
ARTICLES OF ORGANIZATION -
LIMITED LIABILITY COMPANY

NOTICE OF DOCUMENT RETURN

IMPORTANT: A COPY OF THIS NOTICE MUST BE RETURNED WITH THE CORRECTED DOCUMENT.

WE REGRET TO INFORM YOU THAT THE ENCLOSED DOCUMENT IS NOT ACCEPTABLE FOR FILING FOR THE FOLLOWING REASONS(S):

THE NAME YOU HAVE REQUESTED IS NOT AVAILABLE. PLEASE CHANGE THE NAME TO A NAME THAT IS DISTINGUISHABLE ON OUR RECORDS. IF YOU DO NOT WISH TO APPLY IN ANOTHER NAME YOU MAY REQUEST A REFUND IN WRITING.

**THE NAME IS NOT DISTINGUISHABLE FROM THE FOLLOWING NAME:
BEN LOMAND COMMUNICATIONS, INC.**

FOR: ARTICLES OF ORGANIZATION -
LIMITED LIABILITY COMPANY

ON DATE: 11/05/07

FROM:
VOLUNTEER FIRST SERVICES, INC.
P.O. BOX 670

MCMINNVILLE, TN 37111-0670

	FEES	
RECEIVED:	\$300.00	\$0.00
TOTAL PAYMENT RECEIVED:	\$300.00	

RECEIPT NUMBER: 00004288077
ACCOUNT NUMBER: 00529941



SS-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

1 From Please print and press hard.
 Date **11-21-07** Sender's FedEx Account Number **1864-1037-8**
 Sender's Name **LEVROY KNOWLES** Phone **(931) 668-4132**
 Company **BEN LOMAND TELEPHONE**
 Address **311 N CHANCERY ST**
 City **MC MINNVILLE** State **TN** ZIP **37110-2085**

2 Your Internal Billing Reference OPTIONAL

3 To
 Recipient's Name **TN Secretary of State** Phone ()
 Company **Division of Business Services**
 Recipient's Address **312 Eighth Ave. North**
 Address **6th Floor, William R. Snodgrass Tower**
 City **Nashville** State **TN** ZIP **37243**
0361538464



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4a Express Package Service Packages up to 150 lbs.
☐ FedEx Priority Overnight Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☒ FedEx Standard Overnight Next business afternoon.* Saturday Delivery NOT available.
☐ FedEx First Overnight Earliest next business morning delivery to select locations.* Saturday Delivery NOT available.
☐ FedEx 2Day Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx Express Saver Third business day.* Saturday Delivery NOT available.
 * To most locations.

4b Express Freight Service Packages over 150 lbs.
☐ FedEx 1Day Freight* Next business day.** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx 2Day Freight Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
☐ FedEx 3Day Freight Third business day.** Saturday Delivery NOT available.
 * Call for Confirmation. ** To most locations.

5 Packaging
☒ FedEx Envelope*
☐ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.
☐ FedEx Box
☐ FedEx Tube
☐ Other
 * Declared value limit \$500.

6 Special Handling Include FedEx address in Section 3.
☐ SATURDAY Delivery NOT Available for FedEx Standard Overnight, FedEx First Overnight, Saver, or FedEx 3Day Freight.
☐ HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight.
☐ HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.
 Does this shipment contain dangerous goods?
☒ No ☐ Yes As per attached Shipper's Declaration. ☐ Yes Shipper's Declaration not required.
☐ Dry Ice Dry ice, 5, UN 1845 x kg
 Dangerous goods (including dry ice) cannot be shipped in FedEx packaging. ☐ Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.
☒ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check
 FedEx Acct. No. or Credit Card No. Exp. Date

Total Packages **1** Total Weight **1** Total Declared Value* \$ **.00**

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8 Residential Delivery Signature Options If you require a signature, check Direct or Indirect.
☐ No Signature Required Package may be left without obtaining a signature for delivery.
☐ Direct Signature Someone at recipient's address may sign for delivery. *See options.*
☐ Indirect Signature If no one is available at recipient's address, someone at a neighboring address may sign for delivery. *See options.*

519

EXHIBIT B

CURRENT TARIFF

Ben Lomand Communications, LLC.
DBA ***Ben Lomand Connect***
Local Exchange Services
T.R.A. No. 1

1st Revised Title Page

Ben Lomand Communications, LLC. (T)
dba

Ben Lomand Connect

Regulations and Schedule of Intrastate Charges
Applying to Local Exchange Service
Within the State of Tennessee

Issued: February 19, 2008

Effective: March 1, 2008

Ben Lomand Communications, LLC.
DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

1st Revised Page 1

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Issued: June 20, 2002

Effective: June 24, 2002

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

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Issued: January 24, 2014

Effective: March 1, 2014

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

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Issued: June 10, 2013

Effective: July 1, 2013

Ben Lomand Communications, LLC.
DBA ***Ben Lomand Connect***
Local Exchange Services
T.R.A. No. 1

Original Page 4

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

C – To signify change in meaning of text

D – To signify text deletion

I – To signify increased rate

N – To signify new

R – To signify rate reduction

T – To signify text clarification

M – To signify relocation of text without change

Issued: June 20, 2002

Effective: June 24, 2002

Ben Lomand Communications, LLC.
DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

1st Revised Page 5

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Ben Lomand Communications, Inc. to Customers within the local exchange service areas defined herein.

D

Issued: February 17, 2005

Effective: February 23, 2005

Ben Lomand Communications, LLC.
DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

1st Revised Page 6

1. Definitions

Certain terms used generally throughout this tariff are defined below.

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

Anonymous Call Rejection: Allows customers to reject calls from parties who have a privacy feature (call block) invoked that prevents the delivery of their calling number/name to the called party.

Authority: The Tennessee Regulatory Authority or its successor.

Authorized User: A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Automatic Callback: Permits the customer to automatically redial the last outgoing telephone number dialed.

Automatic Recall: Allows the customer to return a call to the last number received by pressing a pre-assigned number.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Remote / Fixed: Automatically routes incoming calls to a designated answering (N) points. The incoming calls are associated with a telephone number for which no local service exists.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's station is idle or busy.

Call Screening: A two-digit code passed by the local switching system, with the automatic (N) number identification, at the beginning of a call that provides information about the originating line.

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DBA *Ben Lomand Connect*
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Issued: December 19, 2002

Effective: December 30, 2002
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1. Definitions (Cont'd)

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

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

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

Calling Name Delivery: Identifies the name of the calling party.

Calling Name/Number Delivery: Identifies the name and 10-digit number of the calling party.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Centrex Service: A central office based service which provides PBX-type features to business, particularly multi-line, and residential customers.

Company: Ben Lomand Communications, Inc., a wholly-owned subsidiary of Ben Lomand Telephone Cooperative, Inc., which is the issuer of this tariff.

Conference Calling: User can sequentially call additional parties and add them together to create a conference call.

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

Customer Originated Trace: Permits the customer to initiate an attempted trace of the last completed incoming call immediately after the call is terminated.

Deluxe Spontaneous Call Waiting Identification: Allows the customer to receive calling-party (N) information during call waiting, as with basic SCWID. DSCWID presents the customer with a set of options to treat the incoming call. These options include the following: answer the new call and put the existing call on hold, disconnect the existing call and answer the new call, forward the new call, connect the new call to a busy announcement, put the new call on hold after connecting to a hold announcement, conference the new call with the existing call.

Denied Origination: Permits a customer to prevent a line from originating calls.

Denied Termination: Permits a customer to prevent a line from receiving any calls.

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Ben Lomand Communications, LLC.
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1. Definitions (Cont'd)

Dial Pulse (DP): The pulse type employed by rotary dial station sets.

Digital Subscriber Line Access Services: A service that provides transmission services over local exchange service copper facilities that can be used for simultaneous voice and data communications.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Distinctive Ringing: Allows the customer to have a maximum of two telephone numbers with different ringing patterns on one basic local access, or "POTS" line. Distinctive Ringing is not available for DID numbers, lines that are a member of a hunt group, or T-1 channels.

Do Not Disturb with Override Code: Allows customers to define a time period when incoming calls (N) are restricted. During restricted time, callers will hear an announcement that this number is not accepting calls. Customers program the time period and can disable calls for the entire day without affecting the regular time schedule. Callers are allowed to call during the quiet time with an override code programmed by the customer.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets.

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

Flexible Digital Access: Digital transmission facility operating at 1.544 Mbps. May be divided to provide access to an interchange carrier in addition to providing one-way outbound, one-way inbound, two-way traffic, direct inward dialing, or any combination thereof.

Hunting: Routes a call to an idle station line within a hunt group.

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

International Blocking: A blocking service, which prevents completion of outgoing international calls.

Intra LATA Toll Service: Provides the customer with the ability to originate a call between points within a Local Access and Transport Area.

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

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Ben Lomand Communications, LLC.
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1. Definitions (Cont'd) (M)

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

Line Suppress: A service that keeps the telephone number from which a call is being made from being displayed on caller identification equipment at the called number.

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

Local Exchange Carrier: A company that furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

MADN: Multiple Appearance Directory Number – Allows a telephone number to work in two locations.

Message Waiting: This feature provides an indication to a station user that a message is waiting. Indications may be visual (lamp) or audible (shuttered dial tone).

Non-Recurring Charges: The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service order is executed.

Off-Hook: The term “off-hook” denotes the “in use” condition of a telephone exchange service line.

On-Hook: The term “on-hook” denotes the idle condition of a telephone exchange service line.

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to a Local Exchange Company an interexchange carrier (IC) to access, without an access code, for intraLATA or interLATA calls. This IC is referred to as the end user’s predesignated IC.

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

Selective Call Rejection: Allows customers to reject calls from up to 31 phone numbers.

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

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Issued: April 22, 2004

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5th Revised Page 10

1. Definitions (Cont'd)

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The Service Order will be initiated by the Company upon the Customer's written or verbal request. The request of the Customer and The acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network

Simultaneous Ring: or "SimRing" will allow you to add up to four numbers to your main number (N) to ring at same time.

Speed Dial: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Spontaneous Call Waiting Identification: Allows the transmission of Calling Party Name and/or Number of the call waiting to the customer's access line.

Station: Telephone equipment from or to which calls are placed.

Telemarketer Call Screening: Service intercepts calls that are delivered as "unknown", "unavailable" and "out of area". The service plays the following announcement: The number you have reached does not accept calls from telemarketers. If you are a telemarketer please add this number to your "Do Not Call List" and hang up now. Otherwise please press "1" or stay on the line.

Three-Way Calling: This features allows the customer to add another person to an existing conversation and have a three party conference call.

Toll Restriction: Allows you to block the ability to dial long distance calls from your line.

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

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

User Transfer: Allows caller to exit a call established via three way calling leaving the other two callers connected.

VDN: Virtual Directory Number - Allows a directory number to be forwarded to another directory number without using a LEN in the switch.

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2. Definitions (Cont'd)

Voice Message Pager Notification: Automatically pages the voice messaging system user to notify (M) them of new message.

Wake-up Call Reminder: Permits a customer to activate a wake-up call reminder. This feature “rings” the customer’s line at a particular time set by the customer.

Warm Line: Permits a customer to route calls to a predefined directory number whenever the subscribing customer’s telephone is off-hook for a specified time period.

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2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and /or two-way information **and voice** transmission between points within the State of Tennessee under the terms of this tariff. T

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or 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.

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

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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

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2. Regulations (Cont'd) (M)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon reasonable notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard of the State's choice of laws provision.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.7 The Customer agrees to operate Company provided equipment in Accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company- provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, work shortages, or other labor difficulties. D

2.1.4.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

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2. Regulations (Cont'd) (M)

2.1 Undertaking of the Company (Cont'd)

2.1.4. Liability of the Company (Cont'd)

2.1.4.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

2.1.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

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Ben Lomand Communications, LLC.
DBA Ben Lomand Connect
P.O. Box 638
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3. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.1.4.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities, or equipment used for or in conjunction with Ben Lomand Communications service.
- 2.1.4.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by dialing of the digits "9-1-1".
- 2.1.4.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or 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 outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with , the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations in accordance with the provisions of 2.3.1 (e). In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, the Local Exchange Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges, either non-recurring, recurring, ICB, or other charges, pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any 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, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (e) 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 shall 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's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required **due to customer equipment interfering with the network**; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

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

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities (Cont'd)

2.4.3.1 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.2 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which any Company charge is applicable, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state, and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for all charges monthly to the Customer. Recurring charges for local services will be billed one month in advance, with all usage charges being billed in arrears.

2.5.2.3 Amounts not paid within 15 days after the date of invoice are considered past due. A late payment fee of 1.5% per month may be applied.

2.5.2.4 A \$30.00 charge will be assessed for checks with insufficient funds or non-existing accounts. (I)

2.5.2.5 Copies of customer bills will be available for a period of eighteen (18) months. The cost of providing copies of bills older than three (3) months will be \$4.50 per copy for residential customers and \$6.00 per copy for business customers. A copy is defined as each single bill provided. (N)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 15 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority or its successor in accordance with the TRA's rules of procedure.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills (Cont'd)

2.5.3.1 The date of the dispute shall be the date the customer notifies the company (T)
of any disputed items on that customer's bill.

2.5.3.2 The date of the resolution is the date the Company completes its
investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance payment may be required in addition to a deposit.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) three month's charges for a service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (Cont'd)

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit to the Customer's account.

2.5.5.4 Deposits held will accrue interest at the standard passbook rate in effect during the time the deposit is held.

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with Tennessee Administrative Code, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving reasonable notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.4

D

2.5.6.5 Upon any governmental prohibition, or required alteration of services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.6.6 The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1

Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection if:

(a)

The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6.1 (Cont'd)

- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (d.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (d.3) Any other fraudulent means or devices; or

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6.1 (Cont'd)

(e) Use of service in such a manner as to interfere with the service of other users; or

(f) Use of service for unlawful purposes

2.5.6.6.2 Immediately upon written notice to the Customer of (C) any sum fifteen 15 days past due; or

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or

2.5.6.6.5 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.

2.5.6.6.6 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.7 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including but not limited to termination charges, reasonable attorneys' fees, or any other fees incurred by the Company in the collection of any amount due under this tariff for services rendered or facilities provided, shall become due. Any attorneys' or other collection fees incurred by the Company after discontinuance of service shall become due immediately upon invoice of such fees to the customer. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions or this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruption;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

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2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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2. Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees, and expenses reasonably incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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2. Regulations (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.2 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communications or bill 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.
- 2.9.3 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

3. Service Descriptions

- 3.1 Local Exchange Service: The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:
- place or receive calls to any calling Station in the local calling area, as defined herein;
 - access enhanced 911 Emergency Service where available;
 - access the interexchange carrier selected by the Customer for intraLATA, interLATA, or international calling;
 - access Operator Services;
 - access Directory Assistance;
 - place or receive calls to 800 telephone numbers;
 - access telecommunication Relay Service.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch unless the Customer requests, in writing, the ability to call these services and agrees, in writing, to pay all associated charges.

3.1.1 Local Calling Areas: Exchanges and zones included in the local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area.

3.1.1.1 McMinnville Exchange

Beersheba - 692	Centertown - 939
Dibrell - 934	McMinnville City - 473, 474, 506, 507
McMinnville Rural – 668, 815	Rock Island - 686
Viola - 635	

Sparta Exchange

Bon DeCroft -935	Doyle - 657
Old Zion - 761	Sparta City – 836, 837
Sparta Rural – 738, 739	Spencer – 946

3.1.1.2 Sparta Exchange – Out dial Only:

Cookeville Exchanges: 372, 520, 525, 526, 528, 646

3.1.1.3 Manchester Exchange (N)

Beech Grove - 394	Hillsboro - 596
Manchester - 723, 728, 954	Pelham - 467
Tullahoma – 393, 454, 455, 461, 563	

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access: Basic Access provides the Customer with a single, voice-grade communications channel. Each Basic Access will include a telephone number.

3.1.2.1 Basic Access Service is available in the following offerings:

Basic Access service includes the following standard features at no additional charge:

- a) Touchtone
- b) One Directory Listing
- c) Inter and Intra Presubscription

3.1.2.2 Optional Features: A Basic Access Customer may order, in addition to the standard features, the following optional features at the rates specified in Section 3.1.2.3.3 and 3.1.2.3.4.

Anonymous Call Rejection	Do Not Disturb with override codes	(N)
Automatic Callback	Hunting	
Automatic Recall	International Blocking	
Call Forward, Busy	Line Suppress	
Call Forward, No Answer	MADN	
Call Forward, Remote/ Fixed	Message Waiting – Audible/Visual	
Call Forward, Variable	Selective Call Rejection	
Call Screening	Speed Dial, 8 numbers	
Call Waiting	Speed Dial, 30 numbers	
Call Waiting – Cancel	Spontaneous Call Waiting Identification	
Calling Feature Packages	Telemarketer Call Screening	
Calling Name Delivery	Telephone Numbers Only	
Calling Name / Number Delivery	Three-Way Calling	
Calling Number Delivery	Toll Restriction	
Calling Number Delivery Blocking	User Transfer	
Customer Originated Trace	VDN	
Deluxe Spontaneous Call Waiting Identification		
Denied Origination	Wake-Up Call Reminder	
Denied Termination	Warm Line	
Distinctive Ringing	(M)	

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access (Cont'd)

3.1.2.3 Basic Access Rates and Charges: A Basic Access Customer will be charged applicable Non-Recurring Charges and Recurring Charges as specified in Sections 3.1.2.3.1 and 3.1.2.3.2 respectively.

3.1.2.3.1	<u>Non-Recurring Charges</u>	<u>McMinnville & Sparta Only</u>		<u>Manchester Only</u>		(N)
		<u>Res.</u>	<u>Bus.</u>	<u>Res.</u>	<u>Bus.</u>	
	Line Connection Charge (per line)	\$30.00	\$40.00 *	\$40.00	\$50.00*	(N)
	Subsequent Account Change Each Additional Line	\$30.00	\$40.00	\$30.00 \$15.00	\$45.00 \$15.00	(N) (N)
	Premise Visit	\$25.00	\$25.00 *	\$30.00	\$30.00*	(N)
	Inter Presubscription Change (Changes, per line)	\$ 5.00	\$ 5.00	\$5.00	\$5.00	(N)
	Intra Presubscription Change (Changes, per line)	\$ 5.00	\$ 5.00	\$5.00	\$5.00	(N)
	Name Change	\$10.00 ²	\$10.00 ²	\$10.00 ²	\$10.00 ²	(N)
<u>NOTE:</u>						
A promotional discount up to and including 100% of above non-recurring charges may apply during promotional programs.						
	Line Restoral of SUSPENDED Service	\$30.00 ¹	\$40.00 ¹	\$30.00 ¹	\$40.00 ¹	(N)*
	See Tariff Section 12 for special rate reduction		(T)			

1

² Charge may be waived when change is result of marriage, death or divorce.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access (Cont'd)

3.1.2.3 Basic Access Rates and Charges (Cont'd)

3.1.2.3.2 Recurring Charges

Calls within the local calling scope are not billed based upon usage. IntraLATA toll usage will be billed at tariffed rates set forth in the company's Message Toll Services Tariff, Tennessee T.R.A. No. 3, unless individual case based pricing is applicable. The following flat rate charges apply.

<u>McMinnville & Sparta Only</u>	<u>Monthly</u>
Basic Residential Access – Line Charge	\$ 12.00 (I)
Basic Business Access – Line Charge	\$23.82 ¹
Multi-Line Trunk Charge	\$23.82 ¹
Business – 12 Month Term Agreement Charge	\$18.82 ¹
<u>Manchester Area Only</u>	<u>Monthly</u>
Basic Residential Access – Line Charge	\$12.30 (I)
Basic Business Access – Line Charge	\$31.82 ¹
Multi-Line Trunk Charge	\$31.82 ¹
Business – 12 Month Term Agreement Charge	\$26.82 ¹

¹ Reflects the October 1, 2012, tax relief pass through amount of \$1.18

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access (Cont'd)

3.1.2.3 Basic Access Rates and Charges (Cont'd)

3.1.2.3.3 Optional Feature Non-Recurring Charges

	<u>Res.</u>	<u>Bus.</u>	
Optional Calling Features	\$15.00	\$20.00*	(N)
Anonymous Call Rejection	\$15.00	\$20.00	(D)
Automatic Callback	\$15.00	\$20.00	
Automatic Recall	\$15.00	\$20.00	
Call Forward, Busy	\$15.00	\$20.00	
Call Forward, No Answer	\$15.00	\$20.00	
Call Forward, Remote / Fixed	\$15.00	\$20.00	
Call Forward, Variable	\$15.00	\$20.00	
Call Screening	\$15.00	\$20.00	
Call Waiting	\$15.00	\$20.00	
Call Waiting, Cancel	N/C	N/C	
Calling Feature Packages	\$15.00	\$20.00	
Calling Name Delivery	\$15.00	\$20.00	
Calling Name/Number Delivery	\$15.00	\$20.00	
Calling Number Delivery	\$15.00	\$20.00	
Calling Number Delivery Block	N/C	N/C	
Customer Originated Trace	\$15.00	\$20.00	
Denied Origination	\$15.00	\$20.00	
Denied Termination	\$15.00	\$20.00	
Distinctive Ringing	\$15.00	\$20.00	
Hunting (per trunk/line)	\$30.00	\$30.00*	
International Blocking	\$15.00	\$20.00	(D)
Line Suppress	N/C	N/C	
MADN	\$15.00	\$20.00	
Message Waiting- Audible/Visual	\$15.00	\$20.00	
Selective Call Rejection	\$15.00	\$20.00	
Speed Dial, 8 Numbers	\$15.00	\$20.00	
Speed Dial, 30 Numbers	\$15.00	\$20.00	
Spontaneous Call Waiting Identification	\$15.00	\$20.00	
Telemarketer Call Screening	\$15.00	\$20.00	
Telephone Numbers Only	\$15.00	\$20.00	
Three-Way Calling	\$15.00	\$20.00	
Toll Restriction	N/C	N/C	
User Transfer	\$15.00	\$20.00	
VDN	\$15.00	\$20.00	
Wake-up Call Reminder	\$15.00	\$20.00	
Warm Line	\$15.00	\$20.00	

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NOTE: Non-recurring charges for optional features installed at the same time as basic service are covered in the standard line connection charge (excluding Hunting). Subsequent orders for installation of multiple optional features are billed only one non-recurring charges (excluding Hunting).

A promotional discount up to and including 100% of above non-recurring charges may apply during promotional programs.

* See Tariff 11 and 12 for special waivers

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DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access (Cont'd)

3.1.2.3 Basic Access Rates and Charges (Cont'd)

3.1.2.3.4 Recurring Charges (Cont'd)

<u>Optional Features:</u>	<u>Res.</u>	<u>Bus.</u>
Anonymous Call Rejection ²	1.00	1.00
Automatic Callback ^{2 5}	2.00	2.00
Automatic Recall ^{2 5}	2.00	2.00
BLC Works ²	19.95	19.95
Busy Phone Solution ³	9.95	9.95
Busy Phone Solution Deluxe ⁴	13.25	13.25
Call Forward, Busy ²	1.00	1.00
Call Forward, No Answer ²	1.00	1.00
Call Forward, Remote/Fixed	3.00	3.00
Call Forward, Variable ^{2 5}	1.00	1.00
Call Screening	2.00	2.00
Call Waiting ^{1 2 3 4}	2.00	2.00
Call Waiting – Cancel ^{1 2 3 4}	N/C	N/C
Calling Name Delivery	5.00	5.00
Calling Name/Number Delivery ^{1 2 3 4}	7.00	7.00
Calling Number Delivery	5.00	5.00
Calling Number Delivery Blocking	N/C	N/C
Customer Originated Trace	5.00	5.00
***Deluxe Spontaneous Call Waiting Identification ^{2 4}	3.00	3.00
Denied Origination	1.00	1.00
Denied Termination	1.00	1.00
Distinctive Ringing	1.00	1.00
Do Not Disturb with override codes	3.00	3.00
Hunting (per trunk/line)	2.00	2.00 ⁶ (I)

¹ *Mega I.D. Package* contains these features

² The *Works Package* contains these features (choice of Spontaneous Call Waiting Identification or Deluxe Spontaneous Call Waiting Identification) along with Basic Voice Mail

³ The *Busy Phone Solution* contains these features along with Basic Voice Mail

⁴ *Busy Phone Solution Deluxe* contains these feature along with Basic Voice Mail

⁵ Features are available on a pay per use basis for a cost of 50¢ per use.

⁶ Removed reduction in price due to tax relief pass through amount of \$1.00 going away.

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Ben Lomand Communications, LLC.
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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access (Cont'd)

3.1.2.3 Basic Access Rates and Charges (Cont'd)

3.1.2.3.4 Recurring Charges (Cont'd)

<u>Optional Features:</u>	<u>Res.</u>	<u>Bus.</u>
International Blocking	N/C	N/C
Line Suppress	N/C	N/C
** MADN	2.00	2.00
Mega I.D. Package ¹	6.95	6.95
Message Waiting ² - Audible/Visual	.50	.50
Selective Call Rejection ²	1.00	1.00
Simultaneous Ringing	2.00	2.00
Speed Dial, 8 numbers ²	1.00	1.00
Speed Dial, 30 numbers	1.00	1.00
Spontaneous Call Waiting		
Identification ^{1 2 3}	2.00	2.00
Telemarketer Call Screening	2.95	2.95
* Telephone Numbers Only	1.00	1.00
Three-Way Calling ^{2 5}	1.00	1.00 (T)
Toll Restriction	N/C	N/C
User Transfer	1.00	1.00
VDN	6.00	6.00
Wake-up Call Reminder	1.00	1.00
Warm Line	1.00	1.00

NOTE: Non-recurring charges for optional features installed at the same time as basic service are covered in the standard line connection charge (excluding Hunting). Subsequent orders for installation of multiple optional features are billed only one non-recurring charges (excluding Hunting).

- * Telephone number not associated with local exchange service.
- ** Requires an additional access line.
- *** Requires special equipment

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DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Access (Cont'd)

3.1.2.3 Basic Access Rates and Charges (Cont'd)

3.1.2.3.4 Recurring Charges (Cont'd) (D)

3.1.2.3.5 E-phone Measured Service: E-phone service is a measured version of basic phone service that includes the following services or features. This service will be provided at no cost to the customer. Customer will be required to pay only the associated surcharges and taxes for this service.

- a.) 5 outbound calls to any calling Station in the local calling area, as defined herein. Additional calls will be billed at 50¢ per call.
- b.) Unlimited inbound calls
- c.) Unlimited dialing to 911
- d.) Toll Restriction
- e.) No directory listing
- f.) No optional features

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DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

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DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

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DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.3 Basic Access Digital Interface: Basic Access Digital Interface provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic Access Service to the Customer's PBX or trunk-cable Key System.

Basic Access – Digital Interface can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof.

3.1.3.1 One-Way Outbound: Provides the customer with individual channels which are restricted to carry outbound traffic only.

3.1.3.2 One-Way Inbound or Two-Way: Provides the customer with individual channels which are used to carry one-way traffic. One common telephone number will be provided per trunk group.

3.1.3.2.1 Features: The following feature is available.
Least Idle or Most Idle Line Selection

3.1.3.3 Direct Inward Dialing (DID): Provides the customer with individual channels which can carry one-way inbound traffic. The number of digits to be out pulsed must be specified by the Customer.

3.1.3.4 Basic Access – Digital Interface Rates and Charges

3.1.3.4.1 Non-Recurring Charges

Basic Access Line Digital (per termination)	\$100.00 ¹	(T)
Basic Service Digital Interface (per termination)	\$225.00 ¹	(N)
Basic Access Channel Group (DID, DOD or 2-way) (per group / per termination)	\$ 40.00 ¹	(T)
Basic Access Channel Provisioned each	\$ 5.00 ¹	(N)

¹ Initial install or subsequent changes.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.3 Basic Access (Cont'd)

3.1.3.4 Basic Access – Digital Interface Rates and Charges (Cont'd)

3.1.3.4.2 Monthly Recurring Charges

Basic Access Line Digital (per termination)	\$150.00 (N)
------------------------------------------------	--------------

Basic Access Service Digital Interface (per termination)	\$200.00 (N)
-------------------------------------------------------------	--------------

Basic Access Digital Interface (per termination)	(D)
-----------------------------------------------------	-----

Local Channel charge (per channel)	\$ 5.00
---------------------------------------	---------

Basic Access Group Interface – (DID, DOD or 2-way) (per group / per termination)	\$ 37.00 (T)
----------------------------------------------------------------------------------------	--------------

First 10 DID numbers	N/C
----------------------	-----

Each additional block of 20 Numbers	\$ 3.40
----------------------------------------	---------

Rates for a volume of Numbers of greater than 1,000 will be provided on an Individual Case Basis. Company reserves the right to reclaim numbers not in active use within one year.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.4 Flexible Digital Access: Deleted

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DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.4 Flexible Digital Access:

3.1.4.1 Flexible Digital Access Rates and Charges - Deleted

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DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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DBA ***Ben Lomand Connect***
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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.4 Flexible Digital Access: (Cont'd)

3.1.4.2 Flexible Digital Access Rates and Charges (Cont'd) - Deleted

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DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

- 3.1.5 **Integrated Services Digital Network (ISDN¹):** ISDN supports the simultaneous use of voice and data over the same access line. ISDN provides a completely digital transmission. The Company ISDN is available as either Basic Rate Interface (BRI) or Primary Rate Interface (PRI). (D)

BRI consist of two bearer (B) channels and one data (D) channel. The B channels can carry voice conversations at up to 64 KBPS and the D channel can carry data at up to 16 Kbps. The customer's terminal equipment or the interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable with ISDN.

PRI consist of twenty-three bearer (B) channels and one data (D) channel. With PRI, the B channels can carry voice conversations at 1.544 megabits per second. The customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable.

Customer Premise Equipment that is compatible with the ISDN interface is the responsibility of the customer. The Company is not responsible if any changes in the provisioning of ISDN BRI or ISDN PRI result in the obsolescence of customer's equipment or the need for the customer to modify or change their customer premise equipment. Additionally, ISDN BRI and ISDN PRI are subject of the availability or company facilities.

- 3.1.5.1 Basic ISDN-BRI includes the following features;
- a. Calling Number and Name Delivery
 - b. Touch Tone
 - c. Two Telephone Numbers per BRI
 - d. Hunting between ISDN lines

¹ Offered in McMinnville & Sparta Only

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.5 Integrated Services digital Network (ISDN) (Cont'd) (D)

3.1.5.2 Basic ISDN – Basic Rate Interface (BRI) customers will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 3.1.5.2.1 and 3.1.5.2.2 respectively.

3.1.5.2.1	Non-Recurring Charges		
		<u>Res.</u>	<u>Bus.</u>
	Line Connection Charges (per BRI line)	\$60.00 ¹	\$80.00
	Subsequent Account Changes (changes, Additions per order)	\$30.00	\$40.00
	Presubscription Change Charge (Per change, per BRI)	\$ 5.00	\$ 5.00
	Line Restoral or Suspension Of Service Charge	\$50.00	\$50.00
3.1.5.2.2	ISDN – BRI Monthly Recurring Charges		
	Basic ISDN – BRI Monthly Recurring Charge	\$50.00 ¹	\$75.00

3.1.5.3 ISDN – Primary Rate Interface (PRI)

- 3.1.5.3.1 Primary ISDN-PRI includes the following features:
- a. Calling Number and Name Delivery
 - b. Touch Tone
 - c. 23 Telephone Numbers per PRI
 - d. Hunting between ISDN lines

¹ Residential rates may apply to public or private schools.

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.5 Integrated Services digital Network (ISDN) (Cont'd)

3.1.5.3 ISDN – Primary Rate Interface (PRI) (Cont'd)

Primary ISDN-PRI customers will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 3.1.5.4.1 and 3.1.5.4.2 respectively.

3.1.5.3.2 Non-Recurring Charges

Line Connection Charge (per PRI line)	\$1,000.00
------------------------------------------	------------

Subsequent Account Changes (changes, Additions per order)	\$ 250.00
--------------------------------------------------------------	-----------

Presubscription Change Charge (Per change, per PRI)	\$ 5.00
--------------------------------------------------------	---------

NOTE: Non-recurring account change charges will not apply during the initial 30-day period following completion of a service order.

Line Re-storal or Suspension Of Service Charge	\$ 250.00
---------------------------------------------------	-----------

3.1.5.3.3 ISDN-PRI Monthly Recurring Charges

Primary ISDN-PRI Month-to-Month	\$1,050.00
12-Month Contract	\$ 800.00
24-Month Contract	\$ 750.00

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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.6 Miscellaneous Rates and Charges

3.1.6.1 Secondary Termination¹ (T)

A secondary termination is an additional voice grade station located in a separate building from the primary station.

A secondary termination is available only when technically feasible, typically within a short distance from the primary station and utilizing the same cable pair.

When it is not technically feasible to provide a secondary termination using physical telephone plant, it may be possible to connect two local loops to the same telephone number by utilizing the line option, "MADN" (see Sec. 3.1.2.3.2)

3.1.6.1.1	<u>Non-recurring Charges</u>	<u>Res.</u>	<u>Bus.</u>
	Secondary Termination / per termination	30.00	40.00
	Premise Visit / per location	25.00	25.00
3.1.6.1.2	<u>Recurring Charges</u>	<u>Res.</u>	<u>Bus.</u>
	Secondary Termination/ per termination	2.00	2.00
	Per Qtr Mile Distance from Primary Station	2.00	2.00

¹ Offered in McMinnville and Sparta only
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3. Service Descriptions (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.6 Miscellaneous Rates and Charges

3.1.6.2 Metallic Cable Pair Rental for Non-Network Services (C)

If available, metallic cable pairs may be rented for non-network services, such as alarm circuits, water control circuits, etc.

There is no guarantee of transmission quality for vacant metallic cable pair rental.

The availability of metallic cable pairs for this use is limited to those not in use for telecommunications, or reserved for such service, by the Telephone company (BLC, Inc.).

Prices quoted are for metallic pairs that do not require connections in the Central Office or are one mile or less in length.

Prices for metallic pairs that must be connected in the Central Office or are over one mile in length will be calculated as ICB.

A minimum of a twelve-month term agreement is required for this service.

3.1.6.2.1 Non-recurring Charges Res. Bus. (N)

Metallic Cable Pair Per End 30.00 40.00

Premise Visit Per Location 25.00 25.00

Central Office Connection ICB

3.1.6.2.2 Recurring Charges Res. Bus. (N)

Metallic Cable Pair /
Distance of One Mile
or less, per pair 10.00 10.00

Distance of More than
One Mile ICB

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3. Service Descriptions (Cont'd)

3.2

D

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Ben Lomand Communications, LLC.
DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

3.3 Directory Assistance

3.3.1 Rates

Per Local Directory Assistance Call exceeding exemptions \$0.50 (I)

3.3.2 Exemptions:

- a. Residence Service – 5 calls per billing cycle per billing account
- b. Business Service – 5 calls per billing cycle per ANI (C)
- c. Handicap – Unlimited Calls
- d. Person legally blind and/or otherwise unable to use a directory.

NOTE: Exemption will be effective with written documentation of blindness and/or physical disability.

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DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

3.4 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.4.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance if queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

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3. Service Descriptions (Cont'd)

3.4 Operator Assistance (Cont'd)

3.4.1 Operator Assisted Surcharges: The following surcharges will be applied on a per call basis.

Third Number Billing	\$1.94
Collect Calling	\$1.94
Person to Person	\$3.00
Station to Station	\$1.94
General Assistance	N/C

3.4.2 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.4.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.4.2.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

3.4.2.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

3.4.2.3.1 The operator verifies that the line is busy with a call in progress.

3.4.2.3.2 The operator verifies that the line is available for incoming calls.

3.4.2.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

	<u>Per Request</u>
Busy Line Verification	\$1.00
Busy Line Interrupt	\$1.00

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3. Service Descriptions (Cont'd)

3.5 Intercept Referral Service

3.5.1 Intercept Referral is a service used when a customer disconnects service or changes their telephone number. Calls to the intercepted telephone number are referred to a recorded announcement message that states that the called number has been disconnected or changed and refers calls to the new number.

3.5.2 Intercept Referral Service is available at rates established below.

3.5.2.1 Rates

	<u>Monthly Rates</u>
Intercept Referral Service	\$3.00
Per telephone number referred	

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3. Service Descriptions (Cont'd)

3.6 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.6.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgement, the clearness of the listing or the identification of the Customer is not impaired. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.6.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.6.3 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.
- 3.6.4 Directory listings are provided in connection with each Customer service as specified herein.
 - 3.6.4.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
 - 3.6.4.2 Additional Listing: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein.

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DBA Ben Lomand Connect
P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

3.6 Directory Listings (Cont'd)

3.6.4.3 Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records.

3.6.4.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party.

3.6.4.5 Foreign/Additional Listings: Where available, a listing in a phone (T) directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

3.6.4.6 Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

3.6.4.7 Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone.

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McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

3.6 Directory Listings (Cont'd)

3.6.4.8 Non-Recurring Charges: There will be no Non-Recurring charges if requested as part of the order initiating service. After the initial service order the following charges will apply:

	<u>Per Listing or Per Number Change</u>	
Primary Listing	N/C	
Additional Listing	\$20.00	D
Non-Listed Number	\$20.00	
Non-Published Number	\$20.00	
Additional Line of Directory Information	\$20.00	N

3.6.4.9 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	BLC <u>Per Listing or Per Number Change</u>	<u>Frontier Residential</u>	<u>Business</u>	
Primary Listing	N/C	N/C	N/C	
Additional Listing	\$1.00	\$1.35	\$1.95	D
Non-Listed Number	\$1.00	N/C	N/C	
Non-Published Number	\$1.00	N/C	N/C	
Additional Line of Directory Information	\$1.00	\$1.35	\$1.95	N

3.7 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). E911 charges are assessed on each access line by the emergency district and are passed along to end users as a separate charge on each monthly bill.

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3. Service Descriptions (Cont'd)

3.8

(D)

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P.O. Box 638
McMinnville, TN 37111

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3. Service Descriptions (Cont'd)

3.8

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3. Service Descriptions (Cont'd)

3.8

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3. Service Descriptions (Cont'd)

3.8

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3. Service Descriptions (Cont'd)

3.9 Local Channel Services: (N)

3.9.1 General:

Local Channel Service provides for a communication path between a designated customer premises and the serving wire center. The minimum service period for Local Channel Service is one month.

3.9.2 Description of Services:

3.9.2.1 Digital Local Channel: A path for Digital service furnished from the demarcation point on the customer's premises to their Serving Wire Center.

3.9.2.2 Local Channel 2-wire: A two-wire path for service furnished from the demarcation point on the customer's premises to their Serving Wire Center.

3.9.2.3 Local Channel 4-wire: A four-wire path for service furnished from the demarcation point on the customer's premises to their Serving Wire Center.

3.9.2.4 Local Private Line Channel: Local private line channels connect two or more points within the same exchange service area for communications, but are not connected to general telephone facilities for either exchange or toll service. Both two-point and multi-point service ordinarily contemplate communication between two stations only at the same time. This channel may be used for either voice grade or sub-voice grade service. This service may not be used if signaling is required.¹

¹ It is expressly declared that metallic facilities are in continually decreasing supply and that the Company does not hold itself in a position to make such facilities available. In addition, if modernization programs dictate the replacement of existing metallic facilities with non-metallic facilities such as fiber optics, the Company will not be required to continue this service over metallic facilities and notification will be made to customers 90 days prior to elimination of this service.

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3. Service Descriptions (Cont'd)

3.9 Local Channel Services:

3.9.3 Rates and Charges

	Non-recurring	Recurring
Digital Local Channel, ea.	\$300.00	\$70.00
Local Channel 2-wire ea.	125.00	25.00
Local Channel 4-wire ea.	155.00	50.00
Local Private Line Channel, ea.	65.00 ¹	50.00
Node Channel Termination, ea.	30.00	30.00
Inter-exchange Carrier Termination	125.00	125.00 ²
Termination to an ISP	125.00	125.00

¹ The non-recurring charge applies to each point of termination of a local private line channel.

² Monthly amount waived if the inter-exchange carrier is Ben Lomand Communications, Inc.

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3. Service Descriptions (Cont'd)

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3. Service Descriptions (Cont'd)

3.10

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4. Assistance Programs

4.1 Telecommunications Relay Service (TRS): The Tennessee Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the state of Tennessee. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a text telephone and individuals with normal hearing and speech.

4.2 Link-Up America: Link –Up Tennessee is offered in all exchanges to provide subsidized (D) assistance to qualifying applicants. It is intended to preserve and promote subscribership among low-income households by providing a credit to the installation and service charges applicable to the provisioning of residence service.

Regulations:

- a. Persons wishing to qualify for the credit must meet state certification criteria for eligibility. This credit is available only to residence customers, and will be applied to the non-recurring charges for the establishment of service for a single-telephone line per household at the principal place of residence.
- b. The subscriber must not be a dependent for federal income tax purposes, unless the customer is more than 60 years of age.
- c. The customer must meet the requirements of a state established income test.

Rates & Charges: A non-recurring credit in the amount of one-half (maximum of \$30.00) of the installation and connection charges will be applied to the **qualifying** customers total non-recurring installation and connection charge.

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4. Assistance Programs (Cont'd)

4.3 Lifeline Assistance Program: The Lifeline Assistance Program adopted by the Tennessee (T) Regulatory Authority provides for a federal credit equal to 100 percent of the Interstate Subscriber Line Charge or its equivalent value plus an equivalent state provided subsidy. The program is available only in conjunction with residence individual line service. The federal and state credits are applied to the local service bills for qualified residential recipients of Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), Food Stamps (SNAP), Medicaid, National Free School Lunch Program, or Low Income Home Energy Assistance Program (LIHEAP)

4.3.1 Application & Regulations: Guidelines for implementation of this program are as follows:

- a. Certification Procedures: All applications for this service will be verified with the state agency responsible for administration of the programs mentioned preceding.
- b. Processing Procedures: The Company will process all applications and apply the appropriate credit on the customer's monthly bill. A secondary service charge is not applicable for existing customers subscribing to Lifeline.
- c. Verification Procedures: The Company will reconcile and confirm eligibility semi-annually by providing the agency involved with a computer tape (directly or through a third party) of all credit recipients. A verification of eligible recipients will be made. The credit will be discontinued on the bill following written notification to the customer of ineligibility. The ineligible customer's service will be converted to flat rate, unless otherwise requested by the customer.

4.3.2 Rates & Charges: To participate in the Lifeline Assistance Program, qualified residential customers will be required to subscribe to Basic Access Service as defined in this Tariff.

a. Lifeline Residence Individual Line Service- Credit:

	Monthly Rate:	
1) Federal Lifeline Credit	\$9.25	(I)
2) State Lifeline Credit	\$3.50	

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5. Promotional Offerings

- 5.1 Promotional Offerings: The company, from time to time may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotions will be filed with the Tennessee Regulatory Authority for approval on one day's notice.
- 5.2 Trial Service Offering: In the normal course of business, the Company, at its discretion may elect to offer certain services to Customer on a "trial basis". These trial offerings do not obligate the Company to continue the trail beyond a stated period or to offer said services as general tariffed offering in the future.

6. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an individual case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

7. Miscellaneous Services

7.1 Direct Inward Dialing (DID) Service

- 7.1.1 Direct Inward Dialing (DID) Service provides the central office switching equipment necessary to allow direct inward dialing from the local exchange and long distance networks to stations and attendant positions associated with the customer premises switching systems.
- 7.1.2 The provision of DID Service is subject to availability of facilities and telephone numbers; and, requires the use of appropriate customer premises equipment.
- 7.1.3 DID Service must be provided on all lines in a trunk or access line group arranged for inward service. The service does not contemplate the routing of calls to selected numbers within the direct inward dialing number group over a separate trunk or access line group.

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7. Miscellaneous Services (Cont'd)

7.1 Direct Inward Dialing (DID) Service (Cont'd)

- 7.1.4 The Company will provide one primary listing at no charge for each separate trunk group. Additional listings may be obtained under the Directory Listing provisions of this tariff.
- 7.1.5 Customer-premises switching systems must be capable of intercepting unused numbers transmitted to the switching equipment.
- 7.1.6 Direct Inward Dialing telephone numbers are provided in blocks consisting of a minimum of twenty (20) consecutive numbers which may be assigned to station lines or reserved for future use. The Company does not guarantee to provide a number block consecutive to any other number block. The Company will be responsible for interception and administration of reserved numbers.
- 7.1.7 The following rates and charges are in addition to the rates and charges for the provision of multi line trunks, lines, and associated equipment and services.

1. Group of 20 Working or Reserved DID Numbers

	Monthly Recurring Charges	Non-recurring Charges*
a) Working Numbers, each	\$3.40	\$480.00
b) Reserved Numbers, each	\$3.40	\$480.00

2. DID Trunk Termination in Central Office \$26.00 \$50.00

***The Non-Recurring Charge applies to the first group of DID numbers assigned to a customers per occasion.**

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7. Miscellaneous Services (Cont'd)

7.2 Assignment and use of Telephone Number Groups

- 7.2.1 The company will lease telephone numbers to area paging providers in blocks of 100 which may be assigned immediately or reserved for future use by the leasing company.
- 7.2.2 The company does not guarantee to provide a number block consecutive to any other number block and assumes no liability for the leased numbers.
- 7.2.3 The lessee will be responsible for providing interception of calls to vacant or reserved non-working numbers. The Company will be responsible for interception and administration of reserved numbers.

7.2.4 Rates

NXX NUMBERS	Monthly Recurring Charges	Non-Recurring Charges
Block of 100 (Assigned)	.50/Block	\$480.00 *
Block of 100 (Reserved)	.50/Block	\$ 30.00
Termination of 100 number Block to Central Office Trunk	\$26.00/Trunk	\$ 50.00

*The Non-Recurring charge applies to the first block of 100 numbers assigned to a customer per occasion.

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8. Payphone Services

Payphone service, in conjunction with a payphone instrument, is located either in a public or semi-public place to allow the public (payphone users) to originate telecommunications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing or (4) calling collect.

8.1 Payphone Transmission Line

8.1.1 Optional Operator Screening is offered to prevent operator assisted calls from being billed to the line and provides central office blocking of 011+ calls direct distance dialed to numbers outside the North American Numbering Plan. This feature is offered subject to the availability of facilities.

a. Non-Recurring Charges: Service charges are applied on the same basis as for individual line business service covered in Section 3.1.2.3.1 of this tariff.

b. Monthly Recurring Charges: A flat rate of 1.5 times the business one-party access line as shown in Section 3.1.2.3.2 of this tariff.

8.1.2 Optional Coin Supervision/Transmission provides dial tone first with inbound signaling capability from the central office for pay telephones that do not have signaling capability within the telephone. The signaling capability provides operators and/or operator systems coin control where facilities and operating conditions exist.

a. Non-Recurring Charges: Included in 8.1.1a above. (C)

~~b.~~ Monthly Recurring Charges: \$ 2.25 (C)

8.2 Public Payphones

1. The Company recognizes its responsibility for providing adequate telephone facilities to meet all reasonable public requirements. The company will decide the extent, character and location of the public telephone facilities. It will attempt to locate payphones in places suitable to public convenience and safety.

Public payphone rates for local messages are .25 per call.

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9. Centrex Service

Centrex Service is a central office based service which provides PBX-type features to business, particularly multi-line, and residential customers.

Centrex Service will be offered in specifically equipped central offices and is subject to availability of other required facilities.

Centrex Service may not be used to resell local or long distance service.

One primary directory listing is provided without charge for each Centrex system. Additional directory listings can be obtained as specified in the Directory Listing provisions of this tariff.

Temporary suspension of service does not apply to Centrex Service.

9.1 Provision of Service

9.1.1 The Company will determine what type of central office configuration is required to conform to standards of the company, including transmission requirements. Additional charges for special service arrangements to meet transmission may apply.

9.1.2 All Centrex lines will be equipped with the Standard Features found in Section 9.3.1 following. Optional features may also be selected for an additional monthly charge.

9.1.3 Lines to provide connections between Centrex system locations are provided primarily for station-to-station communications. Centrex lines may be terminated at different premises of the same customer, provided they meet transmission requirements; however, appropriate intraexchange or interexchange private line charges may apply to off-premises Centrex lines.

9.2 Centrex Packages

9.2.1 Multi-Line Variety Package (MVP): The MVP package is suitable for businesses that do not anticipate growth of over six lines.

The MVP features are designated as line options and are assignable on a per-line basis, allowing businesses to customize their communication system line-by-line. An MVP group must be configured with single-party lines only. All lines terminating in a customer group must be served by the same central office switch and /or its associated remotes.

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9. Centrex Service (Cont'd)

9.2 Centrex Packages (Cont'd)

- 9.2.2 Integrated Business Services (IBS): The IBS package allows a business to integrate up to 3,000 lines into a single Centrex customer group. The IBS package does not limit a business to a set number of lines per customer group. It can range from 2 to 3,000 lines. The customer group grows (lines are added) as the business grows. Each customer group can have its own unique dialing plans and restrictions.

The IBS features are designated as line options and are assignable on a per-line basis, allowing the business to build its communications system around its own particular requirements and needs. All lines terminating in a customer group must be served by the same central office switch and/or its associated remotes.

9.3 Centrex Features

9.3.1 Standard Centrex Features

1. Customer Groups: A group of customer Centrex lines integrated in a single Centrex customer group.
2. Direct Inward Dialing (DID): Each individual station in a customer group is assigned its own seven-digit directory number to provide DID service. (D)
2. Call Forward: Allows a customer to have calls to his/her line automatically forwarded to a predetermined directory number. (M)
3. Call Forward, All Calls: Forwards all calls while the feature is activated. The feature is activated/deactivated from the customer's telephone. (M)
4. Call Forward, Busy: Forwards incoming calls only while the customer's line is busy on another call. (M)
5. Call Forward, Busy – All: Forwards all calls (both incoming and intragroup) while the customer's line is busy on another call. (M)
6. Call Forward, No Answer: Forwards all calls that are not answered within a predetermined number of ringing cycles. (M)
7. Call Hold: Allows a customer to place one call on hold for any length of time, provided neither party goes on-hook. Activation of Call Hold requires the use of an activation code that is dialed after a switch hook flash. (M)

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9.3 Centrex Features (cont'd)

9.3.1 Standard Centrex Features (cont'd)

8. Call Pick-Up, All Calls: Allows a customer to answer incoming calls to another station by dialing a feature activation code. To perform Call Pick-Up, both the ringing station and the station dialing the Call Pick-Up activation code must belong to the same Call Pick-Up group within the same customer group. (M)
9. Call Pick-Up, Groups: Provides the ability to have multiple Call Pick-Up Groups (CPUGs) – up to 50 within a single customer group. (M)
10. Call Waiting, All Calls: Informs a customer who is on an established call that a third party, either from within or outside the customer group, is trying to reach him/her. (M)
11. Call Waiting, Incoming: Informs a customer who is on an existing call that a third party from outside the customer group is trying to reach him/her. (M)
12. Call Waiting, Intragroup: Informs a customer who is on an existing call that a third party from within the customer group is trying to reach him/her. (M)
13. Call Waiting, Originating: Allows Call Waiting tones to be imposed automatically by the originating station. (M)
14. Direct Outward Dialing (DOD): Each individual station in a customer group places calls to the exchange network by dialing an access code, normally the digit “9”, receiving a second dial tone, and then dialing the external number. External is defined as outside the customer group. (M)
15. Directory Number Hunt: A call-completion feature that increases the likelihood of an incoming call being completed within a customer-defined group of lines. (M)
16. Distinctive Call Waiting Tones: Permits a called customer to determine whether an incoming waiting call is external or internal to the customer group by providing different tone cadences for the two situations. (M)
17. Intercom Dialing: Allows a customer to call other members of the same customer group by using abbreviated dialing in lieu of the seven-digit directory number. (dependent on customer equipment) (M)
18. Last Number Redial: Allows the customer to return a call to the last number received by pressing a pre-assigned number. (N)

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9.4 Centrex Features (cont'd)

9.3.1 Standard Centrex Features (cont'd)

- 19. Ring Again: Allows a customer encountering a busy station to be when the station becomes idle and to be placed automatically in a ring-again mode. (M)
- 20. Speed Calling: Allows users to place calls to a list of frequently called by dialing a Speed Calling code instead of dialing the entire directory number. This feature is available in list sizes of eight (8) and thirty (30). (M)
- 21. Station-to-Station Calling: Permits a customer group customer to complete calls to other customers within the same group by dialing a one, two, three, or four digit number. The number of digits to be dialed is selected by the customer. (M)
- 22. Three-Way Conference: Allows a member of a customer group to form a three-way conference with two other parties, either within or outside the customer group. (M)
- 23. Three-Way Conference/Call Transfer: Allows a customer to transfer an established call to another line, within or outside the customer group. (M)

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9. Centrex Service (Cont'd)

9.3 Centrex Features (Cont'd)

9.3.2 Optional Centrex Features

1. Automatic Line: Provides an automatic connection between a calling station that goes off-hook and a pre-assigned directory number.
2. Call Forward: Allows a customer to have calls to his/her line automatically forwarded to a predetermined directory number. (D)
3. Call Forward, All Calls: Forwards all calls while the feature is activated. The feature is activated/deactivated from the customer's telephone. (D)
4. Call Forward, Busy: Forwards incoming calls only while the customer's line is busy on another call. (D)
5. Call Forward, Busy - Intragroup: Forwards intragroup calls only while the customer's line is busy on another call.
6. Call Forward, Busy – All: Forwards all calls (both incoming and intragroup) while the customer's line is busy on another call. (D)
7. Call Forward, No Answer: Forwards all calls that are not answered within a predetermined number of ringing cycles. (D)
8. Call Forward, Remote Access: Forwards all calls while the feature is activated. Typically, activation/deactivation is performed from a location other than the customer's base telephone.
9. Call Hold: Allows a customer to place one call on hold for any length of time, provided neither party goes on-hook. Activation of Call Hold requires the use of an activation code that is dialed after a switch hook flash. (D)
10. Call Pick-Up, All Calls: Allows a customer to answer incoming calls to another station by dialing a feature activation code. To perform Call Pick-Up, both the ringing station and the station dialing the Call Pick-Up activation code must belong to the same Call Pick-Up group within the same customer group. (D)

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9. Centrex Service (Cont'd)

9.3 Centrex Features (Cont'd)

9.3.2 Optional Centrex Features (Cont'd)

11. Call Pick-Up, Groups: Provides the ability to have multiple Call Pick-Up (D) Groups (CPUGs) – up to 50 within a single customer group.
12. Call Waiting, All Calls: Informs a customer who is on an established call (D) that a third party, either from within or outside the customer group, is trying to reach him/her.
- (D) 13. Call Waiting, Incoming: Informs a customer who is on an existing call that a third party from outside the customer group is trying to reach him/her.
- (D) 14. Call Waiting, Intragroup: Informs a customer who is on an existing call that a third party from within the customer group is trying to reach him/her.
- (D) 15. Call Waiting, Originating: Allows Call Waiting tones to be imposed automatically by the originating station.
16. Cancel Call Waiting: Allows a customer to prevent, on a per-call basis, any incoming or intragroup call from being call-waited on his/her line. Incoming calls are given busy treatment.
17. Direct Call Waiting: Allows the customer to originate a call to a busy station within the same customer group and impose Call Waiting on that station when the customer does not have any of the Call Waiting options on his/her line.
18. Directed Call Pick-Up (DCPU), Any Station: DCPU, Any Station is a (D) terminating line option. A call to a station assigned the DCPU option can be picked up by any other member of the customer group.
19. Directed Call Pick-Up (DCPU), Barge-In: DCPU Barge-In is similar to DCPU, Any Station in that it also allows customers to answer a call that is ringing any other line within the same customer group.

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9. Centrex Service (Cont'd)

9.3 Centrex Features (Cont'd)

9.3.2 Optional Centrex Features (Cont'd)

20. Directed Call Pick-Up (DCPU), Barge-In Exempt: DCPU, Barge-In Exempt blocks any attempt by another station to barge-in on an answered call to the station. This feature is a terminating line option feature.
21. Directed Call Pick-Up (DCPU), Exempt: DCPU, Exempt blocks any attempt by another station to pick up a call to the station by means of Directed Call Pick-Up, either Barge-In or Non Barge-IN. This feature is a terminating line option feature.
22. Directed Call Pick-Up (DCPU), Non Barge-In: DCPU, Non Barge-In permits customers to answer a call that is ringing any other line within the same customer group. Once the call has been answered, DCPU Barge-In will not be allowed. DCPU, Non Barge-In is an originating line option.
23. Directory Number Hunt: A call-completion feature that increases the likelihood of an incoming call being completed within a customer-defined group of lines. (D)
24. Directory Number Hunt, Distributed Hunt: Hunting starts at a line in the group which follows the last line to which a call was completed and continues over all lines in a group which follows the last line to which a call was completed and continues over all lines in a hunt group until all the lines are covered once or the call is completed to an idle line, whichever occurs first. Distributed Hunt is normally used when an equal call distribution is required.
25. Directory Number Hunt, First Hunt: Hunting starts with the first line in the hunt group regardless of the directory number dialed and continues to the end of the hunt group or until the call is completed to an idle line, whichever occurs first.

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9. Centrex Service (Cont'd)

9.3 Centrex Features (Cont'd)

9.3.2 Optional Centrex Features (Cont'd)

- 26. Directory Number Hunt, Circular Hunt: Hunting starts with the line associated with the dialed directory number of the hunt group and continues over all lines until the lines of the hunt group are searched once or the call is completed to an idle line, whichever occurs first.
- 27. Directory Number Hunt, Sequential Hunt: Hunting starts with the line associated with the dialed DN and ends when the call is completed to an idle line or when the last line of the hunt group is reached, whichever occurs first.
- 28. Distinctive Ringing: Distinctive Ringing produces a different cadence for intragroup and DID calls that terminate to a line.
- 29. Inhibit Call Waiting: Allows a customer to inhibit both Dial Call Waiting and Call Waiting, Originating from imposing Call Waiting tones on the station's line.
- 30. Intercom Dialing: Allows a customer to call other members of the same customer group by using abbreviated dialing in lieu of the seven-digit directory number. (D)
- 31. Local Only: Lines assigned this feature can only receive calls from of the same group. All other incoming calls are routed to another line.
- 32. Permanent Hold: Permits a customer on an active call to retrieve a waiting call or perform Three-Way Conference/Call Transfer just by flashing the switch hook. The original call is placed in a temporary hold state.
- 33. Ring Again: Allows a customer encountering a busy station to be when the station becomes idle and to be placed automatically in a ring-again mode. (D)
- 34. Speed Calling: Allows users to place calls to a list of frequently called by dialing a Speed Calling code instead of dialing the entire directory number. This feature is available in list sizes of eight (8) and thirty (30). (D)

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9. Centrex Service (Cont'd)

9.3 Centrex Features (Cont'd)

9.3.2 Optional Centrex Features (Cont'd)

- 35. Group Speed Calling: Consists of maximum list size of thirty (30) numbers administered by a controller for the entire IBS customer group.
- 36. Convenience Dialing: Consists of a maximum list size of thirty (30) numbers administered by a controller for the entire MVP customer group.
- 37. Three-Way Conference: Allows a member of a customer group to form a three-way conference with two other parties, either within or outside the customer group. (D)
- 38. Three-Way Conference/Call Transfer: Allows a customer to transfer an established call to another line, within or outside the customer group. (D)

9.4 Centrex Rates

9.4.1 Centrex Lines

		Monthly Rate	Centrex Packages	
			MVP	IBS
1.	Business, per multi-line trunk or line	\$4.00	X	X
2.	Residential, per multi-line trunk or line	\$3.50	X	X
3.	Multiple Line Discounted Rate ^{1 2}	\$1.00	X	X

9.4.2 Local Switching Facilities

Basic Access Charges (Section 3.1.2.3.2) apply for each Centrex line in addition to the Centrex Line Rate.

¹ 2 Lines Minimum

² 12 Month Term Agreement Required

(C)

Issued: February 5, 2004

Effective: February 9, 2004

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
 Local Exchange Services
 T.R.A. No. 1

1st Revised Page 76

9. Centrex Service (Cont'd)

9.4 Centrex Rates (Cont'd)

9.4.3 Centrex Features

9.4.3.1 Standard Features – The following features are standard with each Centrex line as denoted below. (D)

		<u>Centrex Packages</u>	
		<u>MVP</u>	<u>IBS</u>
a.	Customer Groups	X	X
b.	Direct Inward Dialing	X	X
c.	Direct Outward Dialing	X	X
d.	Distinctive Call Waiting Tones	X	X
e.	Station-to-Station	X	X

9.4.3.2 Optional Features - The following optional features are available, at a monthly rate indicated, for each Centrex line as denoted below.

		<u>Acronym</u>	<u>Monthly Rate</u>	<u>Centrex Packages</u>		
				<u>MVP</u>	<u>IBS</u>	
	Optional Features	OPT	\$0.25	X	X	(T)
a.	Automatic Line	AUT	\$0.25	X	X	(D)
b.	Call Forward:					
	1. All Calls	CFW	\$0.25	X	X	
	2. Busy	BTF	\$0.25	X	X	
	3. Busy-Intragroup	BTFI	\$0.25	X	X	
	4. Busy – All	BTFA	\$0.25	X	X	
	5. No Answer	DAT	\$0.25	X	X	
	6. Remote Access	CFRA	\$0.25	X	X	
c.	Call Hold	CHD	\$0.25	X	X	

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Effective: January 1, 2004

Ben Lomand Communications, LLC.
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9. Centrex Service (Cont'd)

9.4 Centrex Rates (Cont'd)

9.4.3 Centrex Features

9.4.3.2 Optional Features - The following optional features are available, at a monthly rate indicated, for each Centrex line as denoted below. (Cont'd)

		<u>Acronym</u>	<u>Monthly Rate</u>	<u>Centrex Packages</u>		
				<u>MVP</u>	<u>IBS</u>	
d.	Call Pick-Up					(D)
	1. All Calls	CPU	\$0.25	X	X	
	2. Groups	CPUG	\$0.25		X	
e.	Call Waiting:					
	1. All Calls	CWT	\$0.25	X	X	
	2. Incoming	CWTI	\$0.25		X	
	3. Intragroup	CWIG	\$0.25		X	
	4. Originating	CWTO	\$0.25		X	
f.	Cancel Call Waiting	CCWT	\$0.25	X	X	
g.	Dial Call Waiting	DCWT	\$0.25		X	
h.	Directed Call Pick-Up					
	1. Any Station	DPUA	\$0.25	X	X	
	2. Barge-In	DCBI	\$0.25	X	X	
	3. Non Barge-In	DCPU	\$0.25	X	X	
	4. Barge-In Exempt	DCBY	\$0.25	X	X	
	5. Exempt	DCPX	\$0.25	X	X	
i.	Directory Number Hunt					
	1. Distributed Hunt	RR	\$0.25	X	X	
	2. First Hunt	FRST	\$0.25	X	X	
	3. Circular Hunt	CIRC	\$0.25	X	X	
	4. Sequential Hunt	SEQ	\$0.25	X	X	

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1st Revised Page 78

9. Centrex Service (Cont'd)

9.4 Centrex Rates (Cont'd)

9.4.3 Centrex Features

9.4.3.2 Optional Features - The following optional features are available, at a monthly rate indicated, for each Centrex line as denoted below. (Cont'd)

		<u>Acronym</u>	<u>Monthly Rate</u>	<u>Centrex Packages</u>		
				<u>MVP</u>	<u>IBS</u>	
j.	Distinctive Ringing	DSR	\$0.25	X	X	(D)
k.	Inhibit Call Waiting	ICWT	\$0.25		X	
l.	Intercom Dialing	INT	\$0.25	X		
m.	Local Only	LOCO	\$0.25		X	
n.	Permanent Hold	HLD	\$0.25	X	X	
o.	Ring Again	RAG	\$0.25	X	X	
p.	Speed Dialing					
	1. Short List	SSC	\$0.25	X	X	
	2. Long List	LSC	\$0.25	X	X	
	3. Group	GSC	\$0.25		X	
	4. Convenience Dialing	CVD	\$0.25	X		
q.	Three-Way Conference	3WC	\$0.25	X	X	
r.	Three-Way Conference Call Transfer	UTF	\$0.25	X	X	

Issued: December 17, 2003

Effective: January 1, 2004

Ben Lomand Communications, LLC.
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10. Foreign Exchange and Foreign Central Office (N)
- 10.1 Foreign Exchange Service is a local service furnished to a customer from an exchange other than the one from which service would normally be provided and is limited to flat rate one-party access line, business and residential service.
- 10.1.1 Foreign Exchange Service is not provided in connection with public or semi-public telephone service.
- 10.1.2 This is a special service and will be furnished in accordance with such methods as are best suited to meet plant and operating requirements subject to the availability of facilities.
- 10.1.3 The rates, rules, and regulations of the foreign exchange apply for the class of service and equipment provided from the foreign exchange.
- 10.1.4 Mileage measurement for interexchange channel charges is the airline distance between the principal central offices of the normal and foreign exchange. When service is provided jointly with one or more telephone companies, each telephone company's rates apply to that portion of the airline mileage within its operation area.
- 10.1.5 Service may terminate at the normal exchange in a PBX, a telephone instrument, or any other authorized equipment.
- 10.1.6 Foreign Exchange Service requested from other than the principal central office of a multi-office exchange will be provided according to the rates and regulations outline for Foreign Central Office Service.
- 10.1.7 Rates
- 10.1.7.1 Flat Rate One-Party Access Line, business or residence.
- 10.1.7.1.1 The appropriate business or residence monthly rates of the foreign exchange shall apply. The application of service charges is based on the work activity performed in both the foreign exchange and normal exchange.
- 10.1.7.2 Interexchange mileage per channel, per mile.
- 10.1.7.2.1 This Telephone Company concurs in the monthly rates, installation charges, and regulations for interexchange channels as filed with the Tennessee Regulatory Authority by South Central Bell Telephone Company of Tennessee, in their General Subscriber Services Tariff, Section A9.1.3 Rates and charges.

Issued: January 20, 2003

Effective: January 31, 2003

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
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- 10.2 Foreign Central Office is a local service furnished to a customer in a multi-office an exchange from a central office other than the one from which service would normally be furnished and is limited to flat rate one-party access line, Business and residential service.
- 10.2.1 Foreign Central Office Service is not provided in connection with public or semi-public telephone service.
- 10.2.2 This is a special service and will be furnished in accordance with such methods as are best suited to meet plant and operating requirements subject to the availability of facilities.
- 10.2.3 Mileage measurement for interoffice channel charges is the airline distance between the central office from which the subscriber would normally be served and the foreign central office, i.e., the central from which the subscriber desires to be served.
- 10.2.4 Service may terminate at the normal exchange in a PBX, a telephone instrument or any other authorized equipment.
- 10.2.5 Rates
- 10.2.5.1 Flat Rate One-Party Access Line, business or residence.
- 10.2.5.2 Interoffice mileage per channel, per mile.
- 10.2.5.2.1 This Telephone Company concurs in the monthly rates, installation charges, and regulations for interoffice channels as filed with the Tennessee Regulatory Authority by South Central Bell Telephone Company of Tennessee, in their General Subscriber Services Tariff, Section A9.2.2 Rates and Charges.

Issued: January 20, 2003

Effective: January 31, 2003

Ben Lomand Communications, LLC.
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2nd Revised Page 81

11. Promotional Tariff

11.1 Non-recurring Charges Summer Waiver 2003 Program

11.1.1 Beginning July 1, 2003, continuing until September 30, 2003, qualifying customers may participate in this program, which provides a waiver of nonrecurring charges.

11.1.2 This promotion is available to new and existing BLC customers.

11.1.3 The eligible products are local exchange basic access service, Hunting, Voice Mail, and Calling features.

11.1.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.

11.1.4 The waiver of charges applies to new or additional services added and does not apply for changes to, moves of, or reconnect from removal due to non-payment, of existing services.

11.2 Non-recurring Charges Waiver Program #2

11.2.1 Beginning October 1, 2003, continuing until December 31, 2003, qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.

11.2.2 This promotion is available to new and existing BLC customers.

11.2.3 The eligible products are local exchange basic access service, Hunting, Voice Mail, and Calling features.

11.2.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.

11.2.4 The waiver of charges applies to new or additional residential services added and does not apply for changes to, moves of, or reconnect from removal due to non-payment, of existing services.

11.3 Non-recurring Charges Waiver Program #3

11.3.1 Beginning January 1, 2004, continuing until April 1, 2004, qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.

11.3.2 This promotion is available to new and existing BLC customers.

11.3.3 The eligible products are local exchange basic access service, Hunting, Voice Mail, and Calling features.

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Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
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2nd Revised Page 82

11. Promotional Tariff (Cont'd)

11.3 Non-recurring Charges Waiver Program #3 (Cont'd)

11.3.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.

11.3.4 The waiver of charges applies to new or additional residential services added and does not apply for changes to, moves of, or reconnect from removal due to non-payment, of existing services.

11.4 Non-recurring Charges Waiver Program #4

11.4.1 Beginning April 1, 2004, continuing until July 1, 2004, qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.

11.4.2 This promotion is available to new and existing BLC customers.

11.4.3 The eligible products are local exchange basic access service, Hunting, Voice Mail, and Calling features.

11.4.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.

11.4.4 The waiver of charges applies to new or additional residential services added and does not apply for changes to, moves of, or reconnect from removal due to non-payment, of existing services.

11.5 Non-recurring Charges Waiver Program #5

11.5.1 Beginning July 1, 2004, continuing until December 31, 2004, qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.

11.5.2 This promotion is available to new and existing BLC customers.

11.5.3 The eligible products are local exchange basic access service, Hunting, Voice Mail, and Calling features.

11.5.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.

11.5.4 The waiver of charges applies to new or additional residential services added and does not apply for changes to, moves of, or reconnect from removal due to non-payment, of existing services.

Issued: June 23, 2004

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Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
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3rd Revised page 82.1

11. Promotional Tariff (Cont'd)

11.6 Non-recurring Charges Waiver Program #6

- 11.6.1 Beginning September 1, 2005 continuing until February 28, 2006 qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.
- 11.6.2 This promotion is available to new and existing BLC customers.
- 11.6.3 The eligible products are local exchange basic access service, Hunting, Voice Mail, and Calling features.
 - 11.6.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.
- 11.6.4 The waiver of charges applies to new or additional residential services added and does not apply for charges to, moves of, or reconnect from removal due to non-payment, of existing services.

11.7 Non-recurring Charges Waiver Program #7

- 11.7.1 Beginning August 21, 2006 continuing until February 28, 2007 qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.
- 11.7.2 This promotion is available to new and existing BLC customers.
- 11.7.3 The eligible products are local exchange basic access service, Hunting, Voice Mail, and Calling features.
 - 11.7.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.
- 11.7.4 The waiver of charges applies to new or additional residential services added and does not apply for charges to, moves of, or reconnect from removal due to non-payment, of existing services.

Issued : August 8, 2006

Effective: August 21, 2006

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

1st Revised Page 82.1.1

11.8 Non-recurring Charges Waiver Program #8

- 11.8.1 Beginning March 16, 2007 continuing until September 1, 2007 qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.
- 11.8.2 This promotion is available to new and existing BLC customers.
- 11.8.3 The eligible products are local exchange basic access service, Hunting,
 - 11.8.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.
- 11.8.4 The waiver of charges applies to new or additional residential services added and does not apply for charges to, moves of, or reconnect from removal due to non-payment, of existing services.

11.9 Non-recurring Charges Waiver Program #9

- 11.9.1 Beginning September 2, 2007 continuing until February 29, 2008 qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.
- 11.9.2 This promotion is available to new and existing BLC customers.
- 11.9.3 The eligible products are local exchange basic access service, Hunting,
 - 11.9.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.
- 11.9.4 The waiver of charges applies to new or additional residential services added and does not apply for charges to, moves of, or reconnect from removal due to non-payment, of existing services.

Issued: August 27, 2007

Effective: September 2, 2007

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

1st Revised Page 82.1.2

11.10 Non-recurring Charges Waiver Program #10

11.10.1 Beginning March 1, 2008 continuing until August 31, 2008 qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.

11.10.2 This promotion is available to new and existing BLC customers.

11.10.3. The eligible products are local exchange basic access service, Hunting,

11.10.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.

11.10.4 The waiver of charges applies to new or additional residential services added and does not apply for charges to, moves of, or reconnect from removal due to non-payment, of existing services.

11.11 Non-recurring Charges Waiver Program #11

11.11.1 Beginning September 1, 2008 continuing until February 28, 2009 qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.

11.11.2 This promotion is available to new and existing BLC customers.

11.11.3 The eligible products are local exchange basic access service, Hunting,

11.11.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.

11.11.4 The waiver of charges applies to new or additional residential services added and does not apply for charges to, moves of, or reconnect from removal due to non-payment, of existing services.

Issued: August 26, 2008

Effective: September 1, 2008

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

1st Revised Page 82.1.3

11.12 Non-recurring Charges Waiver Program #12

11.12.1 Beginning March 1, 2009 continuing until September 1, 2009 qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.

11.12.2 This promotion is available to new and existing BLC customers.

11.12.3 The eligible products are local exchange basic access service, Hunting,

11.12.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.

11.12.4 The waiver of charges applies to new or additional residential services added and does not apply for charges to, moves of, or reconnect from removal due to non-payment, of existing services.

11.13 Non-recurring Charges Waiver Program #13

(N)

11.13.1 Beginning September 2, 2009 continuing until March 1, 2010 qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.

11.13.2 This promotion is available to new and existing BLC customers.

11.13.3 The eligible products are local exchange basic access service, Hunting,

11.13.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.

11.13.4 The waiver of charges applies to new or additional residential services added and does not apply for charges to, moves of, or reconnect from removal due to non-payment, of existing services.

Issued: August 27, 2009

Effective: September 2, 2009

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
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T.R.A. No. 1

Original Page 82.1.4

11.14 Non-recurring Charges Waiver Program #14 (N)

11.14.1 Beginning March 2, 2010 continuing until August 31, 2010 qualifying residential customers may participate in this program, which provides a waiver of nonrecurring charges.

11.14.2 This promotion is available to new and existing BLC customers.

11.14.3 The eligible products are local exchange basic access service, Hunting,

11.14.3.1 These products are listed in the Ben Lomand Communications Local Exchange Tariff.

11.14.4 The waiver of charges applies to new or additional residential services added and does not apply for charges to, moves of, or reconnect from removal due to non-payment, of existing services.

Issued: February 19, 2010

Effective: March 2, 2010

Ben Lomand Communications, LLC.
P.O. Box 638
McMinnville, TN 3711

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

4th Revised page 82.2

12. Tax Equity Pass Through Reduction for Business Customers

- 12.1 2005 Tax Equity Pass Through Reduction for Business Customers.
Beginning October 1, 2005, continuing through September 30, 2006, non-recurring Charges for new or additional business services including Basic Business and Multi-Line Access Line Charges, Business-12 Month Agreement Charges, Payphone Transmission Line Charges will be \$0. The new rate applies to new or additional business services added and does not apply to changes to, moves of, or reconnect from removal due to non-payment, of existing services.
- 12.2 2006 Tax Equity Pass Through Reduction for Business Customers.
Beginning October 1, 2006, continuing through September 30, 2007, non-recurring Charges for new or additional business services including Basic Business and Multi-Line Access Line Charges, Business-12 Month Agreement Charges, Payphone Transmission Line Charges will be \$0. The new rate applies to new or additional business services added and does not apply to changes to, moves of, or reconnect from removal due to non-payment, of existing services.
- 12.3 2007 Tax Equity Pass Through Reduction for Business Customers.
Beginning October 1, 2007, continuing through September 30, 2008, non-recurring Charges for new or additional business services including Basic Business and Multi-Line Access Line Charges, Business-12 Month Agreement Charges, Payphone Transmission Line Charges will be \$25.00. The new rate applies to new or additional business services added and does not apply to changes to, moves of, or reconnect from removal due to non-payment, of existing services.
- 12.4 2008 Tax Equity Pass Through Reduction for Business Customers.
Beginning October 1, 2008, continuing through September 30, 2009, non-recurring Charges for new or additional business services including Basic Business and Multi-Line Access Line Charges, Business-12 Month Agreement Charges, Payphone Transmission Line Charges will be \$0. The new rate applies to new or additional business services added and does not apply to changes to, moves of, or reconnect from removal due to non-payment, of existing services.

Issued : August 8, 2008

Effective: October 1, 2008

Ben Lomand Communications, LLC.
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T.R.A. No. 1

1st Revised Page 82.3

12. Tax Equity Pass Through Reduction for Business Customers (Cont'd)

- 12.5 2009 Tax Equity Pass Through Reduction for Business Customers.
Beginning October 1, 2009, continuing through September 30, 2010, non-recurring Charges for new or additional business services including Basic Business and Multi-Line Access Line Charges, Business-12 Month Agreement Charges, Payphone Transmission Line Charges, trunk hunting, voice mail, and calling features will be \$0. The new rate applies to new or additional business services added and does not apply to changes to, moves of, or reconnect from removal due to non-payment, of existing services. In addition, all new business customers that install new business lines will receive a one time \$50 credit toward the first bill during this time period.

Issued : August 4, 2009

Effective: October 1, 2009

Ben Lomand Communications, LLC.
P.O. Box 638
McMinnville, TN 3711

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
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1st Revised Page 83

13. Bundled Services

13.1 Value Package – Residential

This package provides the residential customer with Local Exchange Service, calling features, and long distance service.

13.1.1. Local Exchange Service

(a) As defined under Section 3 .1 of this tariff

13.1.2. Calling Features

(b) Customers subscribing to this package may select any or all of the following features.

Anonymous Call Rejection	International Blocking
Automatic Callback	Line Suppress
Automatic Recall	Message Waiting – Audible/Visual
Call Forward, Busy	Selective Call Rejection
Call Forward, No Answer	Speed Dial, 8 numbers ²
	Speed Dial, 30 numbers ²
Call Forward, Variable	Spontaneous Call Waiting Identification ³
	Three-Way Calling
Call Waiting	Toll Restriction
Call Waiting – Cancel	User Transfer
	Wake-Up Call Reminder
Calling Name Delivery ¹	Warm Line
Calling Name / Number Delivery ¹	Three-Way Calling (D)
Calling Number Delivery ¹	
Calling Number Delivery Blocking	
Deluxe Spontaneous Call Waiting Identification ³	

¹ May select only one Call Identification feature

² May select only one Speed Dial feature

³ May select only one Call Waiting Identification feature

Issued: June 16, 2004

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Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

1st Revised Page 84

13. Bundled Services (Cont'd)

13.1 Value Package – Residential (cont'd)

13.1.3. Long Distance

- (a) Three hundred (300) minutes of domestic long-distance provided by (D)
BEN LOMAND COMMUNICATIONS, INC. ¹
- (b) Thirty (30) minutes of domestic long-distance provided by BEN LOMAND (N)
COMMUNICATIONS, INC. ¹

13.1.4. Rates and Charges

- (a) Non-Recurring rates stated in Sections 3.1.2.3.1 and 3.1.2.3.3 apply unless superseded by a promotional tariff as defined in Section 11 of this tariff.
- (b) Recurring rate for the Value Package- Residential is \$19.95^{2,3}

¹ In order to receive the long-distance minutes included in the bundles, customers must select the BLC Value Package long distance plan of Ben Lomand Communications, Inc. with Ben Lomand Communications, Inc. selected as their Intra LATA and Inter Lata Primary Interexchange Carrier.

¹ In order to receive the long-distance minutes included in the bundles, customers must select the BLC Value Package long distance plan of Ben Lomand Communications, Inc. with Ben Lomand Communications, Inc. selected as their Intra LATA and Inter Lata Primary Interexchange Carrier.

² Rates do not include any Subscriber line charges, universal service charges, LNP, 911 charges, or taxes.

³ The Value Package-Residential is not available to the Lifeline Assistance Program

Issued: June 16, 2004

Effective: June 21, 2004

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
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Original Page 84 -1

13. Bundled Services

13.2 BLC Best Value Package – Residential (N)

This package provides the residential customer with Local Exchange Service, and calling features.

13.2.1 Local Exchange Service

(a) As defined under Section 3 .1 of this tariff

13.2.2. Calling Features

(b) Customers subscribing to this package may select any or all of the following features.

Anonymous Call Rejection	International Blocking
Automatic Callback	Line Suppress
Automatic Recall	Message Waiting – Audible/Visual
Call Forward, Busy	Selective Call Rejection
Call Forward, No Answer	Speed Dial, 8 numbers ²
	Speed Dial, 30 numbers ²
Call Forward, Variable	Spontaneous Call Waiting Identification ³
	Three-Way Calling
Call Waiting	Toll Restriction
Call Waiting – Cancel	User Transfer
	Wake-Up Call Reminder
Calling Name Delivery ¹	Warm Line
Calling Name / Number Delivery ¹	
Calling Number Delivery ¹	
Calling Number Delivery Blocking	
Deluxe Spontaneous Call Waiting Identification ³	

¹ May select only one Call Identification feature

² May select only one Speed Dial feature

³ May select only one Call Waiting Identification feature

Issued: November 17, 2004

Effective: November 24, 2004

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

1st Revised Page 84 –2

13. Bundled Services (Cont'd)

13.2 BLC Best Value Package – Residential (cont'd)

13.2.3. Rates and Charges

(a) Non-Recurring rates stated in Sections 3.1.2.3.1 and 3.1.2.3.3 apply unless superseded by a promotional tariff as defined in Section 11 of this tariff.

(b) Recurring rate for the BLC Best Value Package- Residential is \$15.00^{2,3} (T)

1. \$12.00 of this rate is dedicated the Local Service line rate and \$3.00 is dedicated for calling features.

² Rates do not include any Subscriber line charges, universal service charges, LNP, 911 charges, or taxes.

³ The Best Value Package-Residential is not available to the Lifeline Assistance Program

Issued: June 10th, 2013

Effective: July 1st, 2013

Ben Lomand Communications, LLC.
P.O. Box 638
McMinnville, TN 3711

Ben Lomand Communications, LLC.
DBA *Ben Lomand Connect*
Local Exchange Services
T.R.A. No. 1

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14. Obsolete Service Offerings (N)

13. Bundled Services

13.1 Value Package – Residential

13.1.3 Long Distance

- (a) Three hundred (300) minutes of domestic long-distance provided by
BEN LOMAND COMMUNICATIONS, INC.

Issued: June 16, 2004

Effective: June 21, 2004

EXHIBIT C

**FINANCIAL DOCUMENTATION
(FILED UNDER SEAL)**

EXHIBIT D

OFFICERS OF BEN LOMAND HOLDINGS, INC.*

President	Greg Smartt
Vice President	Roger Bynum
Treasurer	Cain Rogers

* Ben Lomand Holdings, Inc. is the sole member of BLC

EXHIBIT E

**TESTIMONY OF GREG SMARTT
PRESIDENT OF BEN LOMAND COMMUNICATIONS, LLC**

State of Tennessee

County of Warren

I, Greg Smartt, certify that I am the company officer responsible for this Petition and that I have examined the foregoing Petition. To the best of my knowledge, information, and belief, all statements of fact contained in the Petition are correct statements of the business affairs of Ben Lomand Communications, LLC with respect to each and every matter set forth therein.

This the 19 day of April, 2021.

Signature: _____

Greg Smartt

Sworn and subscribed to me, a notary public, on this the 19 day of April, 2021.

My commission expires: November 13, 2022

Notary Public

Gregory D. Smartt



EXHIBIT F

**MAP OF AREAS FOR WHICH ETC DESIGNATION IS SOUGHT
(FILED UNDER SEAL)**