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2012 APR 12 AM 9:26

IDAHO PUBLIC
UTILITIES COMMISSION

April 11, 2012



221 E. Fourth St.
P.O. Box 2301
Cincinnati, Ohio 45201-2301

Ms. Jean Sewell, Secretary
Idaho Public Utilities Commission
472 West Washington State House
Boise, Idaho 83720-0074

BWT-T-12-01

Re: Cincinnati Bell Any Distance Inc. – Application for a Certificate of Public Convenience and Necessity to Provide Facilities-Based on Resold Local Exchange Telecommunications Services

Dear Ms. Jewell:

Enclosed for filing please find an original and three (3) copies of the Application of Cincinnati Bell Any Distance Inc. (CBAD) to provide facilities-based and resold local exchange telecommunications services within the State of Idaho.

CBAD is submitting its financial data, as required as part of this Application, under separate cover marked "confidential." Due to the competitive nature of the telecommunications industry, CBAD respectfully requests that this information only be inspected by Staff directly associated with this Application and be kept from public disclosure as it contains highly sensitive and proprietary information.

Any questions concerning this filing may be directed to Scott Ringo by phone at 513 608-7715 or by email at scott.ringo@cinbell.com.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Campbell".

Kathy Campbell

Regulatory Specialist

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION OF IDAHO

Application of)
Cincinnati Bell Any Distance Inc.)
To provide Facilities-based and Resold)
Local Exchange Services Throughout Idaho)

Case No. BWT-T-12-01

**APPLICATION FOR A CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY TO PROVIDE
FACILITIES-BASED AND RESOLD LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES**

IDAHO PUBLIC
UTILITIES COMMISSION

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Pursuant to Title 62 of the Idaho Code and IDAPA 31.01.111, Cincinnati Bell Any Distance Inc ("CBAD") respectfully requests that the Idaho Public Utilities Commission ("Commission") grant the Company a Certificate of Public Convenience and Necessity to provide local exchange telecommunications services with the State of Idaho.

In support of its Application, CBAD submits the following:

1. Proposed Services:

CBAD initially proposes to offer competitive local exchange services to business customers, including exchange access service, within the State of Idaho, utilizing resold services available from the underlying ILEC or other authorized carriers. CBAD may also ultimately provide service using its own facilities. Petitioner intends to negotiate interconnection agreements with CenturyLink QC and/or other carriers. CBAD is currently certified and has been a provider of long distance services in the State of Idaho since 2003. CBAD also is a certified local exchange services provider in each of the continental United States with the exception of South Dakota, Montana and Vermont.

2. Form of Business

2.1 Name, Address and Form of Business:

Cincinnati Bell Any Distance Inc.

221 East Fourth Street

Cincinnati, Ohio 45201

Delaware Corporation

- 2.2 Short Statement of the Character of Public Service in Which it May Engage:

CBAD intends to provide data and voice telecommunications services to business customers in the State of Idaho, in addition to the long distance services it currently provides.

- 2.3 The name of the state in which it is incorporated:

Delaware

- 2.4 Principal business address and its principal business address in Idaho:

221 East Fourth Street

Cincinnati, Ohio 45201

- 2.5 Certified copy of its articles of incorporation:

See attachment A.

- 2.6 Certificate of good standing issued by the Idaho Secretary of State:

See attachment B.

- 2.7 Name and address of registered agent for service in Idaho:

CSC

1401 Shoreline Drive

Suite 2

Boise, Idaho 83702

- 2.8 Names and addresses of top ten common shareholders of applicant owning the greatest number of shares of common stock and the number of shares owned by each:

Name and Address

Shares Owned

Percentage of all Shares
Issued and Outstanding
And Voting Control

Cincinnati Bell	100 Common (all)	100%
Technology Solutions Inc.	54,082 Preferred (all)	100%

Cincinnati Bell Technology Solutions Inc. owns 100% of the outstanding shares of CBAD Inc. Cincinnati Bell Technology Solutions Inc. is a subsidiary of Cincinnati Bell Inc., the holding company. Cincinnati Bell Inc. can be reached at 221 East 4th Street, Room 1200 Cincinnati, Ohio 45201.

2.9 Name and addresses of the officers and directors of the applicant:

Officers:

John F. Cassidy	President and Chief Executive Officer
Kurt A. Freyberger	Chief Financial Officer
Theodore H. Torbeck	President & General Manager
Christopher J. Wilson	Vice President, General Counsel & Secretary
Brian G. Keating	Vice President – Human Resources & Administration
Suean M. Kinsey	Vice President & Controller
Leigh R. Fox	Sr. Vice President – Finance & Operations
John Donbar	Vice President – Internal Control
Christopher C. Elma	Vice President – Treasury and Tax
Scott P. Thomas	Director – Tax
Susan D. McClarnon	Assistant Corporate Secretary
Theodore W. Heckmann	Managing Director – Regulatory Affairs and Asst. Corporate Secretary

Director:

John F. Cassidy

All the above are located at 221 East Fourth Street, Cincinnati Ohio 45201.

2.10 Names and address of any corporation, association, or similar organization holding a 5% or greater ownership or a management interest in the applicant. As to ownership, the amount and character of the interest must be included.

See response to 2.8 above.

2.11 Copy of any management agreement must be attached.

There is no management agreement currently in place between Cincinnati Bell Technology Solutions Inc. and CBAD Inc.

2.12 Names and addresses of subsidiaries owned or controlled by the applicant.

Subsidiaries owned by CBAD Inc, are:

eVolve Business Solutions LLC, and

Cincinnati Bell Any Distance of Virginia LLC

3. Telecommunication Service

3.1 The date on which the applicant proposes to begin construction or anticipates it will begin to provide service.

Upon approval of a Certificate of Public Convenience and Necessity, CBAD will begin immediately to initiate service to customers. CBAD currently expects that date to be around July 1, 2012.

3.2 A written description of customer classes and customer service(s) that the applicant proposes to offer to the public.

CBAD intends to offer services to business class customers only. Services will include, but not be limited to, resold local and long distance services, transport services, IP services, Internet access, and calling features, among other services.

4. Service Territory

4.1 A description sufficient for determining whether service is to be offered in a particular location: and the names of all incumbent local exchange corporations with whom the proposed utility is likely to compete.

CBAD intends to offer services throughout the entire State of Idaho. CBAD will initially purchase resold services from other CLECs and possibly CenturyLink QC.

4.2 Written description of the intended manner of service, for example, resold services or facilities-based. A general description of the property owned or controlled by applicant.

CBAD intends to provide its services through the purchase and resale of services from other CLECs or incumbent LECs. Should CBAD realize a critical mass, it may then choose to provide services through a combination of resold and facilities-based services.

4.3 A statement describing with whom the applicant is likely to compete.

CBAD will be competing with the incumbent CenturyLink as well as numerous CLECs authorized to operate in the State of Idaho.

4.4 A description of the property owned by the applicant.

CBAD is a facilities-based and resold services provider throughout most of the continental United States. CBAD only has property in four states where it operates as a facilities-based provider and does not own or operate equipment in any of the remaining states in which it operates. CBAD does not intend to own any property in the State of Idaho at this time.

5. Financial Information

See Attachment C. (Confidential)

6. Illustrative Tariff

See Attachment D.

7. Customer Contacts

7.1 Contact person for consumer inquiries and complaints from the public.

Kathy Campbell
Regulatory Specialist
221 East Fourth Street
Room 1280
Cincinnati, Ohio 45201
(513) 397-1296
Kathy.Campbell@cinbell.com

7.2 Toll-free number for customer inquiries and complaints.

(877) 290-2777

7.3 Contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or tariffs.

Kathy Campbell
Regulatory Specialist
221 East Fourth Street
Room 1280
Cincinnati, Ohio
(513) 397-1296
Kathy.Campbell@cinbell.com

8. Interconnection Agreements

Statement of whether applicant has initiated interconnection negotiations and, if so, when and with whom.

CBAD has a nationwide coverage agreement with Access Point, Inc. CBAD has not initiated interconnection discussions with CenturyLink at this point.

9. Compliance with Commission Rules.

Applicant has reviewed all of the Commission rules and agrees to comply with them.

10. Escrow Account or Security Bond

CBAD does not require advanced deposits by customers.

Attachment A:

Articles of Incorporation

Delaware

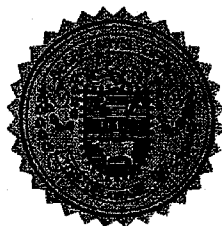
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CINCINNATI BELL ANY DISTANCE INC.", A OHIO CORPORATION, WITH AND INTO "BTI INC." UNDER THE NAME OF "CINCINNATI BELL ANY DISTANCE INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2003, AT 1:41 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2145225 8100M

AUTHENTICATION: 2501118

030427080

DATE: 06-27-03

STATE OF DELAWARE

CERTIFICATE OF MERGER OF
CINCINNATI BELL ANY DISTANCE INC.
INTO
BTI INC.

Pursuant to Title 8, Section 252(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is BTI Inc. ("BTI"), Delaware corporation, and the name of the corporation being merged into this surviving corporation is Cincinnati Bell Any Distance Inc. ("CBAD"), an Ohio corporation.

SECOND: The Plan and Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of BTI and CBAD.

THIRD: The name of the surviving corporation shall be changed to Cincinnati Bell Any Distance Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of BTI shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: The authorized capital stock of CBAD consists of 850 common shares without par value.

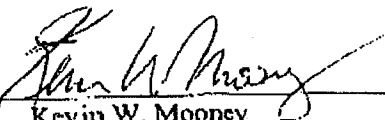
SIXTH: The merger of CBAD with and into BTI is to be effective upon filing of this Certificate with the Delaware Secretary of State.

SEVENTH: The executed Plan and Agreement of Merger is on file at 201 East Fourth Street, Cincinnati, Ohio 45202, the place of business of the surviving corporation.

EIGHTH: A copy of the Plan and Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholders of the constituent corporations.

IN WITNESS WHEREOF, BTI Inc. has caused this Certificate to be signed by Kevin W. Mooney, its Chief Executive Officer, this 23rd day of June 2003.

BTI INC.

By: 
Kevin W. Mooney
Chief Executive Officer

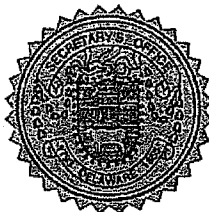
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF CORRECTED CERTIFICATE OF AMENDMENT OF "BTI INC.", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF JUNE, A.D. 2003, AT 12:14 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2145225 8101

030415323

AUTHENTICATION: 2493461

DATE: 06-25-03

**CORRECTED CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
BTI INC.**

BTI INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

1. The name of the corporation is BTI INC.
2. A Certificate of Amendment of the Certificate of Incorporation (the "Instrument") was filed with the Secretary of State of the State of Delaware on June 2, 2003 which contains an inaccurate record of the corporate action taken therein, and said Instrument requires correction as permitted by subsection (f) of Section 103 of the General Corporation Law of the State of Delaware.
3. The heading of the Instrument incorrectly identifies the Instrument as the "Certificate of Amendment of Certificate of Incorporation" rather than the "Certificate of Amendment to the Restated Certificate of Incorporation of Broadwing Telecommunications Inc." The Instrument incorrectly states in Article First that the amendment set forth therein was approved by the board of directors of the corporation at a meeting of the board of directors of the corporation, when in fact the amendment was approved by the written consent of the board of directors. The Instrument further incorrectly indicates in Article First that the amendment set forth therein was to Article I of the Certificate of Incorporation of the corporation rather than to Article I of the Restated Certificate of Incorporation of the corporation and further inadvertently omits language in Article I. The Instrument further incorrectly states in Article Second that the amendment set forth therein was approved by the stockholders of the corporation at a meeting of the stockholders of the corporation, when in fact the amendment to the name of the corporation was approved by written consent of the stockholders of the corporation pursuant to Section 228 of the General Corporation Law of the State of Delaware.

4. The Certificate of Amendment is therefore amended to read in its corrected form as follows:

**CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
BROADWING TELECOMMUNICATIONS INC.**

Broadwing Telecommunications Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

1. The Restated Certificate of Incorporation of the Corporation is hereby amended by deleting Article I thereof in its entirety and inserting the following in lieu thereof:

"ARTICLE I: The name of the corporation is BTI INC. (the "Corporation")."

2. The foregoing amendment was duly adopted in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Corrected Certificate of Amendment to be executed by its duly authorized officer on this 24th day of June, 2003.

BTI INC.

By: Amy Collins
Name: Amy Collins
Title: Assistant Secretary

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BROADWING TELECOMMUNICATIONS INC.", CHANGING ITS NAME FROM "BROADWING TELECOMMUNICATIONS INC." TO "BTI INC.", FILED IN THIS OFFICE ON THE SECOND DAY OF JUNE, A.D. 2003, AT 1:55 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2145225 8100

AUTHENTICATION: 2452268

030361729

DATE: 06-04-03

STATE of DELAWARE
CERTIFICATE of AMENDMENT of
CERTIFICATE of INCORPORATION

- **First:** That at a meeting of the Board of Directors of _____
BROADWING TELECOMMUNICATIONS INC.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof.

The resolution setting forth the proposed amendment is as follows:

Resolved, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered " 1 " so that, as amended, said Article shall be and read as follows:

" BTI INC.

- **Second:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- **Third:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
- **Fourth:** That the capital of said corporation shall not be reduced under or by reason of said amendment.

BY: _____

Amy Collins
(Authorized Officer)

NAME: AMY COLLINS, ASST. CORP. SEC.
(Type or Print)

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
BROADWING TELECOMMUNICATIONS INC.**

Broadwing Telecommunications Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

1. Jeffrey C. Smith is the duly elected and acting Secretary of the Corporation.
2. Article III.A. of the Certificate of Incorporation of the Corporation is amended to read in full as follows:

Article III

A. Classes of Stock. The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Class 1 Preferred Stock." The total number of shares of stock which the Corporation is authorized to issue is 100,100 shares consisting of 100 (one hundred) shares of Common Stock with a par value of \$0.0001 per share, and One Hundred Thousand (100,000) shares of Class 1 Preferred Stock, with a par value of \$0.0001 per share. Upon the effectiveness of this Certificate of Incorporation, each 18,000,000 shares of the Corporation's Common Stock then issued and outstanding shall automatically, without any action on the part of the Corporation or any person, be converted into one hundred shares of Common Stock of the Corporation.

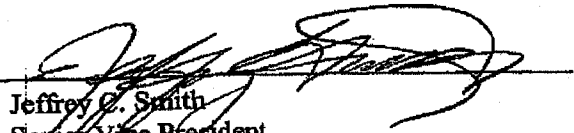
3. This Certificate of Amendment to the Certificate of Incorporation has been duly approved by the Board of Directors of the Corporation.

4. This Certificate of Amendment to the Certificate of Incorporation has been duly approved by the holders of all of the outstanding shares of Common Stock of the Corporation, \$0.0001 per value per share, and Class 1 Preferred Stock of the Corporation, \$0.0001 per value per share, of the Corporation by written consent in lieu of a meeting in accordance with the applicable provisions of Section 228 and Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its duly authorized officer, on this 28th day of September, 2001.

BROADWING TELECOMMUNICATIONS INC.

By:


Jeffrey C. Smith
Senior Vice President,
Chief Administrative Officer,
General Counsel and Secretary

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ECLIPSE TELECOMMUNICATIONS, INC.", CHANGING ITS NAME FROM "ECLIPSE TELECOMMUNICATIONS, INC." TO "BROADWING TELECOMMUNICATIONS INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF NOVEMBER, A.D. 1999, AT 10 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

2145225 8100

991482562

AUTHENTICATION:

0078394

DATE:

11-12-99

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
ECLIPSE TELECOMMUNICATIONS, INC.**

Eclipse Telecommunications, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That Jeffrey C. Smith, is the duly elected and acting Secretary of Eclipse Telecommunications, Inc., a Delaware corporation (the "Corporation").

2. That Article I of the Certificate of Incorporation of the Corporation is amended to read in full as follows:

"ARTICLE I: The name of the corporation shall be "BroadWing Telecommunications Inc." (the "Corporation")."

3. That this Certificate of Amendment of Certificate of Incorporation has been duly approved by the Board of Directors of the Corporation.

4. That this Certificate of Amendment of Certificate of Incorporation has been duly approved by the holder of all of the outstanding shares of common stock, \$0.000001 par value per share, and Class 1 Preferred Stock, \$0.000001 par value per share, of the Corporation by written consent in lieu of a meeting in accordance with the applicable provisions of Section 228 and Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its duly authorized officer, on this 12th day of November, 1999.

ECLIPSE TELECOMMUNICATIONS, INC.

By: _____

Jeffrey C. Smith, Senior Vice President,
Chief Administrative Officer,
General Counsel and Secretary

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "NETWORK LONG DISTANCE, INC.", FILED A CERTIFICATE OF MERGER, CHANGING ITS NAME TO "ECLIPSE TELECOMMUNICATIONS, INC.", THE THIRD DAY OF JUNE, A.D. 1998, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2145225 8320

981268327

AUTHENTICATION:

9189279

DATE:

07-10-98

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PISCES ACQUISITION CORP.", A DELAWARE CORPORATION,
WITH AND INTO "NETWORK LONG DISTANCE, INC." UNDER THE NAME OF "ECLIPSE TELECOMMUNICATIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF JUNE, A.D. 1998, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

2145225 8100M

981214027

AUTHENTICATION: 9118019

DATE: 06-03-98

**CERTIFICATE OF MERGER
OF
PISCES ACQUISITION CORP.
INTO
NETWORK LONG DISTANCE, INC.**

**(Under Section 251 of the General Corporation Law of the
State of Delaware)**

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware hereby certifies that:

- (1) The name and state of incorporation of each of the constituent corporations are:
 - (a) Network Long Distance, Inc., a Delaware corporation ("Network"); and
 - (b) Pisces Acquisition Corp., a Delaware corporation ("Acquisition").
- (2) An agreement and plan of merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by Network and Acquisition in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.
- (3) The name of the surviving corporation is Network Long Distance, Inc., which shall be renamed as Eclipse Telecommunications, Inc.
- (4) The Certificate of Incorporation of Network shall be the Certificate of Incorporation of the surviving corporation, except that, as set forth in the Merger Agreement, Article I of the Certificate of Incorporation of the surviving corporation shall be amended to read as follows: "The name of the corporation is Eclipse Telecommunications, Inc."
- (5) The executed Merger Agreement is on file at the principal place of business of Network at 11817 Canon Boulevard, Suite 600, Newport News, Virginia 23606.
- (6) A copy of the Merger Agreement will be furnished by Network on request and without cost to any stockholder of any constituent corporation.
- (7) This Certificate of Merger shall be effective at 5:00 p.m. Eastern Daylight Time on June 3, 1998.

IN WITNESS WHEREOF, Network has caused this certificate to be signed by Timothy A. Barton, its President, on the 29th day of May, 1998.

NETWORK LONG DISTANCE, INC.

By: 

Name: Timothy A. Barton

Title: President

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HARMONEY STREET CAPITAL, INC.", CHANGING ITS NAME FROM "HARMONEY STREET CAPITAL, INC." TO "NETWORK LONG DISTANCE, INC.", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1991, AT 9 O'CLOCK A.M.



Handwritten signature of Edward J. Freel in cursive.

Edward J. Freel, Secretary of State

2145225 8100

981189818

AUTHENTICATION: 9087737

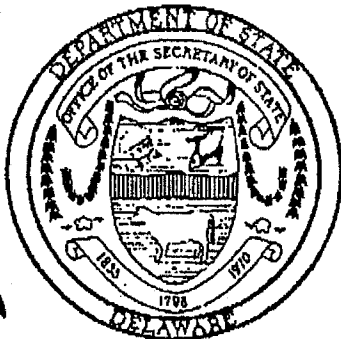
DATE: 05-18-98



Office of Secretary of State

I, JEFFREY D. LEWIS, ACTING SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "HARMONEY STREET CAPITAL, INC." FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 1991, AT 9 O'CLOCK A.M.

* * * * *



913305195

Jeffrey D. Lewis

ACTING SECRETARY OF STATE

AUTHENTICATION: *3304838
DATE: 01/09/1992

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/25/1991
913305195 - 2145225

CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF
HARMONEY STREET CAPITAL, INC.
CHANGING ITS NAME TO
NETWORK LONG DISTANCE, INC.

HARMONEY STREET CAPITAL, INC., a corporation organized and existing under and by virtue of The General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the name of the Corporation is Harmoney Street Capital, Inc.

SECOND: The original Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on December 3, 1987.

THIRD: That the Board of Directors and Shareholders of said corporation have adopted a resolution proposing and declaring advisable the following amendment to the Certificate of said corporation in accordance with the provisions of Section 242 of the General Corporation Law of Delaware:

RESOLVED: That Article I of the Certificate of Incorporation of the Corporation be amended in its entirety to read as follows:

"ARTICLE I
NAME

The name of the Corporation shall be: Network Long Distance, Inc."

IN WITNESS WHEREOF, the undersigned officers, for and on behalf of the Corporation, have signed this Certificate of Amendment to the Certificate of Incorporation, as their free and

voluntary act and deed on behalf of the Corporation, and the facts stated herein are true, this 19th day of November, 1991.

HARMONEY STREET CAPITAL, INC.

ATTEST:

By Marc I. Becker
Marc I. Becker, Secretary

By Michael M. Ross
Michael M. Ross, President

STATE OF Colorado)
COUNTY OF Denver) ss.

I, the undersigned, a Notary Public, hereby certify that on the 19th day of November, 1991, personally appeared before me, Michael M. Ross and Marc I. Becker, who being by me first duly sworn, declared that they are the persons who signed the foregoing document for and on behalf of this corporation as President and Secretary thereof, respectively, that it was their free and voluntary act and deed, and that the statements therein contained are true.

WITNESS my hand and official seal.

My Commission expires April 20, 1994



Virginia M. Anglada
Notary Public

Address: 511 16th St., #400
Denver, Co 80202

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "HARMONEY STREET CAPITAL, INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF DECEMBER, A.D. 1987, AT 3 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2145225 8100

981189818

AUTHENTICATION: 9087736

DATE: 05-18-98

State of Delaware



26285

Office of Secretary of State

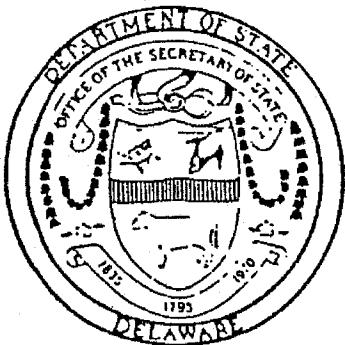
I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF HARMONEY STREET CAPITAL, INC. FILED IN THIS OFFICE ON THE THIRD DAY OF DECEMBER, 1987, AT 2 O'CLOCK P.M.

RECEIVED FOR RECORD

Dec. 9 A.D. 19 87

Michael T. Scuse
RECORDER

\$3.00 STATE DOCUMENT FEE PAID



Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION:

DATE:

707337018

CERTIFICATE OF INCORPORATION

FILED

OF

DEC 9 1987

HARMONEY STREET CAPITAL, INC.

M. J. ...
SECRETARY OF STATE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned incorporator being a natural person of the age of eighteen years or more and desiring to form a body corporate under the laws of the State of Delaware does hereby sign, verify and deliver in duplicate to the Secretary of State of the State of Delaware, the Certificate of Incorporation:

ARTICLE I
NAME

The name of the Corporation shall be : Harmoney Street Capital, Inc.

ARTICLE II
PERIOD OF DURATION

The Corporation shall exist in perpetuity, from and after the date of filing the Certificate of Incorporation with the Secretary of State of Delaware unless dissolved according to law.

ARTICLE III
PURPOSES AND POWERS

1. Purposes. Except as restricted by the Certificate of Incorporation, the Corporation is organized for the purpose of transacting all lawful business for which corporations may be incorporated pursuant to the General Corporation Law of Delaware.

2. General Powers. Except as restricted by the Certificate of Incorporation, the Corporation shall have and may exercise all powers and rights which a corporation may exercise legally pursuant to the General Corporation Law of Delaware.

3. Issuance of Shares. The board of directors of the Corporation may divide and issue any class of stock of the Corporation in series pursuant to a resolution properly filed with the Secretary of State of the State of Delaware.

ARTICLE IV
CAPITAL STOCK

The aggregate number of shares which this Corporation shall have authority to issue is One Hundred Million (100,000,000) shares of \$0.0001 par value each, which shares shall be designated "Common Stock"; and Twenty Five Million (25,000,000) shares of \$.01 par value each, which shares shall be designated "Preferred Stock" and which may be issued in one or more series

at the discretion of the Board of Directors. In establishing a series the Board of Directors shall give to it a distinctive designation so as to distinguish it from the shares of all other series and classes, shall fix the number of shares in such series, and the preferences, rights and restrictions thereof. All shares of any one series shall be alike in every particular except as otherwise provided by this Certificate of Incorporation or the General Corporation Law of Delaware.

1. Dividends. Dividends in cash, property or shares shall be paid upon the Preferred Stock for any year on a cumulative or noncumulative basis as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock, to the extent earned surplus for each such year is available, in an amount as determined by a resolution of the Board of Directors. Such Preferred Stock dividends shall be paid pro rata to holders of Preferred Stock in any amount not less than nor more than the rate as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. No other dividends shall be paid on the Preferred Stock.

Dividends in cash, property or shares of the Corporation may be paid upon the Common Stock, as and when declared by the Board of Directors, out of funds of the Corporation to the extent and in the manner permitted by law, except that no Common Stock dividend shall be paid for any year unless the holders of Preferred Stock, if any, shall receive the maximum allowable Preferred Stock dividend for such year.

2. Distribution in Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, and after paying or adequately providing for the payment of all its obligations, the remainder of the assets of the Corporation shall be distributed, either in cash or in kind, first pro rata to the holders of the Preferred Stock until an amount to be determined by a resolution of the Board of Directors prior to issuance of such Preferred Stock, has been distributed per share, and, then, the remainder pro rata to the holders of the Common Stock.

3. Redemption. The Preferred Stock may be redeemed in whole or in part as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock, upon prior notice to the holders of record of the Preferred Stock, published, mailed and given in such manner and form and on such other terms and conditions as may be prescribed by the Bylaws or by resolution of the Board of Directors, by payment in cash or Common Stock for each share of the Preferred Stock to be redeemed, as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. Common Stock used to redeem Preferred Stock shall be valued as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. Common Stock used to redeem Preferred

Stock shall be valued as determined by a resolution of the Board of Directors prior to the issuance of such Preferred Stock. Any rights to or arising from fractional shares shall be treated as rights to or arising from one share. No such purchase or retirement shall be made if the capital of the Corporation would be impaired thereby.

If less than all the outstanding shares are to be redeemed, such redemption may be made by lot or pro rata as may be prescribed by resolution of the Board of Directors; provided, however, that the Board of Directors may alternatively invite from shareholders offers to the Corporation of Preferred Stock at less than an amount to be determined by a resolution of the Board of Directors prior to issuance of such Preferred Stock, and when such offers are invited, the Board of Directors shall then be required to buy at the lowest price or prices offered, up to the amount to be purchased.

From and after the date fixed in any such notice as the date of redemption (unless default shall be made by the Corporation in a payment of the redemption price), all dividends on the Preferred Stock thereby called for redemption shall cease to accrue and all rights of the holders thereof as stockholders of the Corporation, except the right to receive the redemption price, shall cease and terminate.

Any purchase by the Corporation of the shares of its Preferred Stock shall not be made at prices in excess of said redemption price.

4. Voting Rights; Cumulative Voting. Each outstanding share of Common Stock shall be entitled to one vote and each fractional share of Common Stock shall be entitled to a corresponding fractional vote on each matter submitted to a vote of shareholders. A majority of the shares of Common Stock entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Except as otherwise provided by this Certificate of Incorporation or the General Corporation Law of Delaware, if a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders. When, with respect to any action to be taken by shareholders of this Corporation, the laws of Delaware require the vote of concurrence of the holders of two-thirds of the outstanding shares, of the shares entitled to vote thereon, or of any class or series, such action may be taken by the vote or concurrence of a majority of such shares or class or series thereof. Cumulative voting shall not be allowed in the election of directors of this Corporation.

Shares of Preferred Stock shall only be entitled to such vote as is determined by the Board of Directors prior to the issuance of such stock, except as required by law, in which case each share of Preferred Stock shall be entitled to one vote.

5. Denial of Preemptive Rights. No holder of any shares of the Corporation, whether now or hereafter authorized, shall have any preemptive or preferential right to acquire any shares or securities of the Corporation, including shares or securities held in the treasury of the Corporation.

6. Conversion Rights. Holders of shares of Preferred Stock may be granted the right to convert such Preferred Stock to Common Stock of the Corporation on such terms as may be determined by the Board of Directors prior to issuance of such Preferred Stock.

ARTICLE V
TRANSACTIONS WITH INTERESTED DIRECTORS

No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable solely because of such relationship or interest or solely because such directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction or solely because their votes are counted for such purpose if:

(a) The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

(b) The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

(c) The contract or transaction is fair and reasonable to the corporation.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE VI
CORPORATE OPPORTUNITY

The officers, directors and other members of management of this Corporation shall be subject to the doctrine of "corporate opportunities" only insofar as it applies to business opportunities in which this Corporation has expressed an interest as determined from time to time by this Corporation's board of directors as evidenced by resolutions appearing in the Corporation's minutes. Once such areas of interest are delineated, all such business opportunities within such areas of interest which come to the attention of the officers, directors, and other members of management of this Corporation shall be disclosed promptly to this Corporation and made available to it. The board of directors may reject any business opportunity presented to it and thereafter any officer, director or other member of management may avail himself of such opportunity. Until such time as this Corporation, through its board of directors, has designated an area of interest, the officers, directors and other members of management of this Corporation shall be free to engage in such areas of interest on their own and this doctrine shall not limit the rights of any officer, director or other member of management of this Corporation to continue a business existing prior to the time that such area of interest is designated by the Corporation. This provision shall not be construed to release any employee of this Corporation (other than an officer, director or member of management) from any duties which he may have to this Corporation.

<u>Name</u>	<u>Address</u>
Michael J. Bergner	35 West 64th Street New York, New York 10023
Leon L. Nowalsky	2732 Whitney Place Apartment 309 Metairie LA 70002
Miriam E. Meibaum	79 Androus Kenner, LA 70065

ARTICLE VII
NAME AND ADDRESS OF REGISTERED AGENT

Its registered office and place of business in the State of Delaware is to be located at 410 South State Street in the City of Dover, County of Kent. The Registered Agent in charge thereof is: XL CORPORATE SERVICES, INC.

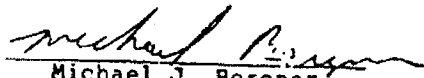
ARTICLE XIII
INCORPORATOR

The name and address of the incorporator is as follows:

Michael J. Bergner

35 West 64th Street
New York, New York 10023

IN WITNESS WHEREOF, the above-named incorporator, for the purpose of forming a corporation under the Laws of the State of Delaware, does make, file and record this Certificate of Incorporation and certify that the facts herein stated are true and have, accordingly, set his hand and seal at New York, New York this 14th day of November, 1987.


Michael J. Bergner

Attachment B:

**Certificate of Good Standing from Idaho
Secretary of State**

State of Idaho

Office of the Secretary of State

AMENDED CERTIFICATE OF AUTHORITY

OF

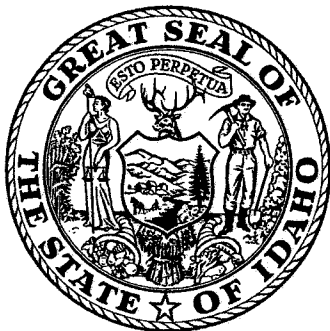
BTI INC.

File Number C 147470

I, BEN YSURSA, Secretary of the State, hereby certify that an Application for Amended Certificate of Authority, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Amended Certificate of Authority to reflect the name change from BTI INC. to **CINCINNATI BELL ANY DISTANCE INC.** and attach hereto a duplicate of the application for such amended certificate.

Dated: September 2, 2003



Ben Yursa

SECRETARY OF STATE

By *Sheryl DeWiese*



APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

(Instructions on back of application)

03 SEP -2 PM 12:21

SECRETARY OF STATE
STATE OF IDAHO

To the Secretary of State of the State of Idaho:

Pursuant to Section 30-1-1504, **Idaho Code**, the undersigned Corporation hereby applies for an amended certificate of authority to transact business in the State of Idaho and for that purpose submits the following statement. Complete only applicable items.

1. A Certificate of Authority was issued to the corporation by your office on: 07/20/1993, authorizing it to transact business in the State of Idaho under the name of: BTI INC.
2. Its corporate name has been changed to: CINCINNATI BELL ANY DISTANCE INC.
3. The name which it shall use hereafter in the State of Idaho is: _____
4. It has changed its jurisdiction of incorporation, without a change of corporate identity to: _____

Dated: 8-26-03 Corporation Name: CINCINNATI BELL ANY DISTANCE INC.

Signature: *Amy Collins*

Typed Name: AMY COLLINS

Capacity: CORP. SECRETARY

Customer Acct # :

(if using pre-paid account)

Secretary of State use only

g:\corp\forms\corpforms\amended cert of authority.p65
Revised 07/2002

IDAHO SECRETARY OF STATE
09/02/2003 05:00
CK: 193176 CT: 28296 BH: 699432
1 @ 30.00 = 30.00 AMEND CERT # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

C149470

Attachment C:

Financial Information

This information is deemed confidential and has been filed with the Commission under seal as confidential.

Attachment D:

Illustrative Tariff

CINCINNATI BELL ANY DISTANCE INC.

**Regulations and Schedule of Intrastate Charges
Applying to Local End-User Telecommunications Service
Within the State of Idaho**

Issue Date: April 12, 2012

Effective Date: _____

**Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201**

LOCAL SERVICES TARIFF

TABLE OF CONTENTS

SECTION	TITLE
1	Application of Tariff and Definitions
2	Regulations
3	Service Descriptions
4	Rates and Charges

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

EXPLANATION OF SYMBOLS USED IN THIS TARIFF

The following symbols are used in this tariff for the purpose indicated below:

- C - Indicates a changed listing, rule, or condition, which may affect rates or charges
- D - Indicates discontinued material, including a listing, rate, rule or condition
- I - Indicates an increase
- N - Indicates new material including listing, rate, rule or condition
- R - Indicates a reduction
- S - Indicates reissued matter
- T - Indicates a change in wording of text, but not a change in rate, rule or condition

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS

A. APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by Cincinnati Bell Any Distance Inc. to non-residential/commercial customers within the State of Idaho. Local exchange services will be provided in the service areas of the facilities-based Carriers with whom a resale agreement or interconnection agreement exists between such Carrier and Cincinnati Bell Any Distance Inc. The services in this tariff are provided to nonresidential/commercial customers.

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS

B. DEFINITIONS

Certain terms used generally throughout this tariff are defined as follows.

1. Carrier

Refers to the underlying provider whose facilities CBAD uses to furnish service.

2. Central Office

A switching unit in a telecommunications system providing service to the general public, that has the necessary equipment and operating arrangements for terminating and interconnecting lines and trunks.

3. Central Office Line

A circuit used within a central office to connect to an individual line or any type of trunk.

4. Company

Cincinnati Bell Any Distance Inc. (CBAD) which is the issuer of this tariff. Also refers to the underlying provider whose facilities CBAD uses to furnish service.

5. Communication-Impaired Person

For purposes of this tariff, the definition of impaired refers to persons with communication impairments, including hearing impaired, deaf, deaf/blind, or speech impaired persons whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf or text telephone (TDD/TTY).

6. Commission

The Idaho Public Utilities Commission.

7. Contract

The agreement between a customer and the Company under which facilities for the customer's use are furnished, in accordance with the provisions of this tariff.

8. Customer or Subscriber

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

Issue Date: April 12, 2012

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Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS

B. DEFINITIONS (Continued)

9. Directory Listing

The publication in the alphabetical directory of information pertaining to a customer's telephone number.

10. 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

11. Initial Service Period

The minimum length of time a customer is obligated to pay for service whether or not the customer retains the service for the minimum length of time. Unless stated otherwise in this tariff, the minimum period is 30 days.

12. 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.

13. Local Exchange Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of the facilities-based Carriers with whom a resale agreement exists between such Carrier and Cincinnati Bell Any Distance Inc.

14. Non-Recurring Charges

The one-time initial charges for service or facilities, including but not limited to charges for construction, installation, or special fees.

15. Recurring Charges

The monthly charges to the customer for services, facilities and equipment, which continue on the agreed upon duration of the service.

16. 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. This will be no later than five days following the request, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the service order or 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.

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS

C. AVAILABILITY

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

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

A. GENERAL

1. The regulations in Section 2 apply to all services contained within this tariff unless otherwise noted.
2. Revisions to this tariff which affect neither the service to subscribers (customers) nor the rate, classification, or charge to subscribers (customers) are authorized without further Order of the Commission. These revisions will be made in accordance with the Order granting such authority.

Such revisions include:

- a. Additions, deletions, corrections or rearrangements of items listed under Table of Contents, Index, Explanation of Symbols, and Explanation of Abbreviations;
- b. Rearrangements or corrections in paragraph references, headings, or numerical designations; and
- c. Changes to reflect revisions in names of other companies and in the names of exchanges of other companies approved by this Commission in connection with applications filed by other telephone companies.

Each revision will be effective on the date to be shown on the revised tariff sheets covering the changes, the effective date to be one day after the date of filing copies of the revised sheets with the Commission.

3. A move to a different continuous property is charged for as new installation of service. A new initial period applies at the new location and a termination charge applies at the old location, except as provided for elsewhere in this tariff, if the move occurs prior to the expiration of the initial service period.

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

B. OBLIGATION AND LIABILITY OF COMPANY

1. Liability Limitations

Approval of language contained in this tariff by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clauses.

2. Availability of Facilities

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

3. Service Irregularities and Interruptions

In the event of an interruption to service which is not due to the negligence or willful act of the customer, there will be allowed a prorata adjustment of the monthly charges involved, for the service and facilities rendered useless and inoperative by reason of the interruption, during the time said interruption continues in excess of twenty-four hours from the time it is reported to the Telephone Company or detected by the Company. For the purpose of administering this regulation, every month is considered to have thirty days.

For the purpose of applying this provisions, the word "interruption" shall mean the inability to complete calls; incoming, outgoing, or both. "Interruption" does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits, or other network and/or switching capacity shortages. Nor shall the credit allowance apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or unlawful or improper use of the facilities or service.

No credit allowance will be made for interruptions due to electric power failure, where by the provisions of this tariff, the customer is responsible for providing electric power.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, omission, interruption, delay or error, or defect in transmission occurs.

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

B. OBLIGATION AND LIABILITY OF COMPANY (Continued)

3. Service Irregularities and Interruptions (Continued)

The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company; and against any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.

4. Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.

5. Use of Connecting Company Lines

When the lines of other companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

6. Defacement of Premises

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence.

When the customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

7. Special Construction

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

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- b. of a type other than that which the Company would normally utilize in the furnishing of its services;
- c. over a route other than that which the Company would normally utilize in the furnishing of its services;

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

B. OBLIGATION AND LIABILITY OF COMPANY (Continued)

7. Special Construction (Continued)

- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis;
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction.

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Service and Equipment

a. General

Equipment and lines furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing the equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to it in good condition, except for reasonable wear and tear.

Customer-provided equipment or protective circuitry may be connected to the telecommunications network in accordance with provisions of the Federal Communications Commission's registration program, as are now in effect or may become effective.

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment and Communications Systems

a. General Provisions

1. General

Customer-provided terminal equipment and communications systems may be connected at the customer's premises to telecommunications services furnished by the Company, where the connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC's) Rules and Regulations, and any Company tariffs.

2. Responsibility of the Customer

The customer is responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No customer-provided terminal equipment or communications systems or combinations thereof may require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment or communications system is causing such a hazard, damage, malfunction or degradation of service, the customer must make whatever changes are necessary to remove or prevent the hazard, damage, malfunction or degradation of service.

The customer is responsible for the payment of a Maintenance of Service Charge as provided in Section 2, Paragraph 6 of this tariff for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment and Communications Systems (Continued)

a. General Provisions (Continued)

3. Responsibility of The Company

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company is limited to furnishing service components suitable for telecommunications services and to the maintenance and operation of service components in a proper manner for those services. Subject to this responsibility, the Company is not responsible for (1) the through-transmission of signals generated by the customer-provided terminal equipment or communications systems, or for the quality of, or defects in this transmission; or (2) the reception of signals by customer-provided terminal equipment or communications systems; or (3) address signaling, where this signaling is performed by customer-provided signaling equipment.

At the customer's request, the Company will provide the interface parameters needed to permit customer-provided terminal equipment to operate properly with the Company's telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where these changes are consistent with Part 68 of the FCC's Rules and Regulations. If changes made by the Company can be reasonably expected to render any customer's communications system or terminal equipment incompatible with telecommunications services, or require modification or alteration of the customer-provided communications systems or terminal equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice of the changes in writing, to allow the customer an opportunity to maintain uninterrupted service.

4. Recording of Two-Way Telephone Conversations

The recording of two-way telephone conversations is governed by state and federal laws and regulations.

Issue Date: April 12, 2012

Effective Date: _____

Ted Heckmann, Managing Director of Regulatory Affairs and Assistant Corporate Secretary
221 E. Fourth Street
Cincinnati, Ohio 45201

LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer-Provided Terminal Equipment and Communications Systems (Continued)

a. General Provisions (Continued)

5. Violation of Regulations

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Section 2, the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation.

The customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the customer's service until the customer complies with the provisions of this tariff.

b. Connections of Registered Equipment

The term "Registered Equipment" denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected to the telecommunications network at the customer premises, subject to FCC Part 68.

c. Premises Wiring Associated With Registered Communications Systems

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface or demarcation point not within an equipment housing. All premises wiring, whether fully protected or unprotected, must be installed in compliance with FCC Part 68.

Customers who intend to connect premises wiring other than fully protected to the telephone network must give advance notice to the Company in accordance with the procedures specified in FCC Part 68 or as otherwise authorized by the FCC.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

The Company may refuse an application for service if objection is made by or on behalf of any governmental authority to furnishing the service.

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this tariff. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of applicable charges.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due for local services included in this tariff has been paid in full.

A contract for service may be transferred to another individual, partnership, association, or corporation. No billing adjustment for local exchange service previously furnished will be made and the new customer must assume all outstanding indebtedness of the original customer. No charge applies to service transferred in accordance with these provisions.

2. Payment for Service

- a. The customer is responsible for payment; monthly, or on demand, of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities. Charges are payable at the Telephone Company's Business offices or at any agency authorized to receive such payments.
- b. Bills are rendered monthly and include charges for local service for the current service month.
- c. Prior written notice will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Paragraph D.5. following. Service will not be denied prior to five days from the date contained on said notice.
- d. All service, provided to the same customer as one business service, regardless of the tariff under which the service is provided, is considered one service for payment purposes. All service may be disconnected for non-payment even though payment is current for service provided under one or more tariffs.
- e. Where the Company provides billing inquiry service, customer inquiries relative to toll charges will be responded to promptly by the Company.
- f. Where the inquiry service is provided by an IXC or its designated agent, the IXC or agent will be responsible for notifying the Company immediately regarding any bona fide dispute over outstanding toll charges, so that service will not be terminated during the investigation of the dispute.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

3. Payment for Service (Continued)

g. A subscriber who orders service or equipment installations, moves, or changes prior to the date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time the subscriber's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the subscriber will then be subject to the one-time charge in effect at the time the work is completed by the Company.

h. Insufficient Fund Checks

Customers will be charged \$30.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

i. Late Payment Charge

Customers will be charged a late payment penalty in the amount of 1.5% per month on all delinquent amounts owed to the Company.

j. Deposits

The Company will not require advance deposits.

4. Denials or Disconnection and Restoral of Service

a. A written notice of discontinuance of service, with reason specified, will be sent fifteen (15) days prior to discontinuance followed by a second written notice five (5) days prior to disconnection of service or cancellation of an application without incurring any liability for any of the following reasons:

1. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
2. Violation of any regulation governing the service under this tariff;
3. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
4. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
5. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

4. Denial or Disconnection and Restoral of Service (Continued)

- b. The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of appropriate charges, or violation of any law or regulation pertaining to telecommunications service.
- c. Service may not be refused, denied or disconnected for any of the following reasons:
 - 1. Delinquency in payment for service by a previous occupant at the premises to be served;
 - 2. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;
 - 3. Failure to pay directory advertising charges or any other non-regulated service charges including 900/700 or any "dial-it"-like service charges.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

5. Special Equipment and Arrangements

Special equipment and arrangements requested by customers and not otherwise provided for in this tariff may be furnished where possible, if not detrimental to any of the services furnished by the Company, at charges that are in addition to other applicable charges.

6. Overtime

For work performed outside the normal working hours of the Company at the request of the customer, the additional expense incurred by the Company is charged to the customer in addition to other charges which are applicable. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. The customer will be notified in advance if such charges may apply.

7. Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

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LOCAL SERVICES TARIFF

SECTION 2 - REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

8. Telecommunications relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar device, to communicate freely with the hearing population who do not use a text telephone. A Customer will be able to access the state provider to complete such calls. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

9. Provisions for Certain State and Local Taxes and Fees

There shall be added to the customer's bill, as a separate item, an amount equal to the customer's proportionate part of any license, occupation, franchise, or other similar tax or fee, now or hereafter agreed to or imposed upon the Company by state or local taxing authorities, whether imposed by ordinance, franchise agreement or otherwise, and whether imposed upon or measured by the gross receipts, net receipts or revenues of the Company. Such amount will be added to the bill of each customer who receives service within the territorial limits of the taxing authority. Where more than one such tax or fee is imposed, each of the amounts applicable to the customer shall be added to the customer's bill as a separately identified item.

E. PROMOTIONS

The Company may provide promotional offerings from time to time. The Company will notify the Idaho PUC ten (10) days in advance of the rates, terms & conditions of any such promotions.

F. EMERGENCY NUMBER 911 SERVICE

This service is offered solely as an aid in handling assistance calls in connection with fire, police or other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasions of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Customers, agencies or municipalities, or the employees or agents of any one of them.

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LOCAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS

A. DIRECTORY LISTINGS

1. Terms and conditions

Listings are regularly provided in connection with local exchange service. At the request of the customer, the listing may be omitted from the directory and directory assistance records (Non-Published Service).

The rates and regulations specified in this section apply only to the alphabetical directory. The alphabetical directory is a list of telephone numbers of customers and others arranged alphabetically by surname, business, association, institution, or other nonresidence name.

The alphabetical directory is designed for the purpose of informing calling parties of the telephone number of customers and others listed in it. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of the dominant local exchange carrier.

All Directory Listings, regardless of type, must conform to the specifications for the directories. The Company reserves the right to modify the listings to accommodate the space limitations in the directory. Not all listing types are available in all directories.

The Company may refuse a listing which does not constitute a legally authorized or adopted name, or any listing which in its opinion is likely to mislead or to deceive calling parties as to the identity of the listed party, or is intended for advertising purposes or is more elaborate than is reasonably necessary to identify the listed party. The listing of a service, commodity or trade name is not permitted except when such service, commodity or trade name is a part of the name under which the listed party conducts his or her business. The Company may, upon notifying the Customer, discontinue any listing found to be in violation of the foregoing regulations.

A descriptive term characterizing the listed party's business or purpose in a general way may be furnished (in abbreviated form) as a part of the listing, when desired and available. When the character of the listed party's business or purpose is apparent from the name under which it is conducted, a further designation is unnecessary and is not furnished.

Abbreviations may be used to limit the length of any listing when in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired by use of abbreviations.

Non-Published Service customers forfeit non-address, non-list, or non-published service privacy when calling the Universal Emergency Number Service (911). The telephone number and address of the station from which the emergency call originates are passed to the Public Safety Answering Point along with the call in order for emergency units to respond to the call.

Incoming calls to Non-Published Service customers will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice regardless of any claim of emergency the calling party may present.

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LOCAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS

A. DIRECTORY LISTINGS (Continued)

The acceptance by the Company of the customer's request for Non-Published Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

The Company makes every effort to safeguard the address and numbers of Non-Published Service customers. However, in the absence of gross negligence or willful misconduct, no liability will attach to the Company for damages arising from inadvertently publishing the address or telephone number of a Non-Published Service customer in the directory; or disclosing the number or address to any person. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the number of a Non-Published Service customer in the directory or otherwise disclosed, the Company's liability is limited to and satisfied by a refund of any monthly charges made by the Company.

Providing the name, address and/or telephone number of a Non-Published Service customer to the customer's primary interexchange carrier for billing purposes only, does not constitute publication or disclosure of the customer's name, number and/or address under this tariff.

Interexchange carriers may not release the name, address, and/or telephone number of any Non-Published Service customer, except as follows:

- a. Use of name and address for the rendering the interexchange carrier's bill to the customer.
- b. Release of the telephone number only for purposes of detail billing.

2. Definitions

a. Primary Listing

A primary listing is the listing furnished as a part of the local exchange service. It includes the name of the customer; a business, purpose, or other nonresidence designation when required; the address; and the telephone number.

b. Additional Listings

To be eligible for any type of additional listing, a customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent. Additional listings are listings which are similar to primary listings and furnished in addition to primary listings at the request of the customer.

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LOCAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS

A. DIRECTORY LISTINGS (Continued)

3. Definitions (Continued)

c. Alternate Listings

Alternate listings are supplementary listings which usually follow a primary or regular additional listing and refer a calling party to other telephone numbers under certain conditions. The alternate telephone numbers may be those of other customers, subject to their consent.

d. Non-Published Service

Non-published listings are not printed in directories nor available from directory assistance. A nonpublished telephone service will be furnished, at the Customer's request providing for 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. Per Line Number Privacy will be provided when requested by the customer, to all non-published service customers at no monthly charge.

e. Foreign Listings

Where available, a listing in a phone 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.

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LOCAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS

B. DIRECTORY ASSISTANCE

A Customer may obtain directory assistance in determining telephone numbers within its local calling area by calling the directory assistance operator. The directory assistance charges applies to each call regardless of whether or not the directory assistance operator is able to furnish the requested information.

C. OPERATOR ASSISTANCE

1. **General Assistance:** The Customer has the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
2. **Busy Line Verification and Interrupt Service,** provides the Customer with the following options:
 - a. **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.
 - b. **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.

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LOCAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS

D. BUSINESS ACCESS LINES

1. General

Business Access Lines may be purchased individually.

2. Terms and Conditions

Business Access Lines include the serving central office line equipment and all outside plant facilities including the network interface necessary to connect the serving central office to the customer's premises.

Business Access Lines provide access to and usage of 911 services where available, access to operator services and directory assistance, and access to telecommunications relays service.

Business Access Lines allow for presubscription to toll services and access to interexchange toll providers.

Business Access Lines provide unlimited local calling within the customer's local calling area. The local calling area shall be the same as the local calling areas of the facilities-based Carriers with whom a resale agreement exists between such Carrier and CBAD, unless stated otherwise in the tariff.

Local exchange services are only available where facilities permit and may be subject to special construction charges.

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LOCAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS

E. BUSINESS LOCAL SERVICE BUNDLE

1. General

Business Local Service Bundles provide a flat rate line with unlimited local calling, in combination with the value added services listed below. Subscriber may select any or all of the features in a bundle, where available. The Customer must specify which features to include in the bundle at the time the order is placed. These bundles provide unlimited use of the optional features selected by the Customer to include in the bundle.

2. Regulations

- a. Features associated with an individual Local Service bundle are per line. Features cannot be split between lines.
- b. All charges (such as E-911 Service, taxes and other surcharges) normally associated with a flat rate line will be billed in addition to the Business Local Service Bundle charges.
- c. The nonrecurring charge associated with the Business Bundle applies when a customer installs new service, moves to a new address or changes the telephone number associated with the Business Bundle.

3. Service Description

Customers subscribing to the Business Local Service bundle may subscribe to any or all of the following features where available.

- a. Call Waiting - allows a customer to control the treatment applied to incoming calls while the customer is off-hook on an existing call. While on an existing call, Call Waiting Deluxe notifies the customer of an incoming call with the call waiting tone.
- b. Calling Name and Number - provides for the delivery of the listed name and telephone number associated with the calling party telephone number on incoming calls. This information is provided to the subscriber to Calling Name and Number service so that the information may be displayed on a customer-provided display device attached to the subscriber's line or telephone set.
- c. Voice Mail Support Package - provides the combination of the Call Forwarding Busy, Call Forwarding Don't Answer, and Message Waiting Indicator services.
- d. Hunting - is the process by which two or more exchange service lines, served from the same central office and furnished to the same customer, are grouped so that incoming calls overflow to the first non-busy line if the called line is busy. A busy signal is not given unless all the grouped lines are busy.

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LOCAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS

F. PRI SERVICE

1. Service Description

PRI Service is an ISDN local exchange service that provides a Customer with the ability to transmit and receive multiple voice and data circuit switched calls simultaneously over a single Primary Rate Facility. PRI Service is available from suitably equipped central offices and where suitable loop facilities exist.

PRI Service consists of a Primary Rate Facility and B-Channel Bearer Trunks and D-Channel Bearer Services. The Primary Rate Facility and the ISDN Bearer Trunks are not offered separately. Up to twenty-three B-Channels Bearer Trunks and one D-Channel Bearer Service may be provisioned on each access line. In addition, optional features may be purchased as specified in B.5 of this section.

PRI Service will provide transport of customer information over the 23 available B channels in the form of circuit-switched voice or data at speeds up to 64 Kbps. The basic service will include the 1.544 Mbps switched facility and the D-Channel Bearer Service. B-Channels will be ordered in addition to the Primary Rate Facility. All Bearer Trunk Channels use MF or DTMF signaling.

Dedicated B-Channel configuration: Dedicated trunk groups are the standard feature for PRI Service. Dedicated trunk groups must be assigned to handle one specific call type (examples: DID, DOD).

Two Way DID channels provide capability for two way standard service and direct inward dialing service.

D-Channel configuration: Each Basic PRI service will include a dedicated D-Channel for signaling.

Only flat rate trunk channels are available.

2. Definitions

a. Primary Rate Facility

A Primary Rate Facility is a digital pipe from the Customer's location to the Company central office which transports one or more ISDN Bearer Trunks (b. and c. following). A Primary Rate Facility can carry up to twenty-three 64 Kbps B-Channel Bearer Trunks and one 64 Kbps D-Channel Bearer Service. All selected Bearer Trunks and Services can operate on the Primary Rate Facility simultaneously.

b. B-Channel Bearer Trunks

B-Channel Bearer Trunks define the types of traffic that the Primary Rate Facility will carry. A B-Channel Bearer Trunk is a 64 Kbps information channel used in conjunction with circuit-switched service. These trunks can be configured as 1-Way In, 1-Way Out, or 2-Way.

c. D-Channel Bearer Services

The D-Channel Bearer Service is a 64 Kbps signaling channel used to control associated B Channels. One D-Channel is required for each Primary Rate Facility, and is included in the Primary Rate Facility's monthly rate.

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LOCAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS

F. PRI SERVICE (Continued)

3. Regulations

PRI Service is furnished subject to the availability of suitable facilities and is only served from specially-equipped digital central offices.

Service from some central offices may not provide all of the features and functionality described in this section.

The minimum service period for PRI Service is twelve months.

The Customer must provide customer premises equipment that meets the technical requirements of the serving central office.

The Customer is responsible for providing power to all customer premises equipment (CPE) attached to the Primary Rate Facility.

The Customer must notify the Company when call type maximums and minimums are to be changed for the call-by-call feature. This is in order to maintain the proper provision of directory numbers and call control on the line.

When a customer transfers a call, the customer is responsible for any toll charges associated with the customer originated leg(s) of the call.

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LOCAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS

F. PRI SERVICE (Continued)

4. PRI Service Optional Features

The following features are available to PRI Service customers at additional cost.

a. Call-By-Call Service Selection

This feature provides the option for B-Channels to be assigned into a flexible trunk group which can support different call types based on real-time traffic needs. Call-By-Call service selection also allows primary as well as secondary long-distance carriers to be established for the entire trunk group (e.g., Alternate Routing Arrangement).

b. Individual Calling Line Identification (ICLID)

This feature provides customer access to the calling party's number. Feature operation is dependent on customer premise equipment and technology in use at the calling party's serving office.

c. Direct Inward Dialing (DID)

This feature provides Direct Inward Dialing to a station. DID Termination rates will apply per B-Channel configured with this option. ISDN Primary Rate Interface Service DID Number Blocks are ordered with DID Terminations on the B-Channels

d. Back-up D-Channel

This feature provides a minimum of three or more Primary Rate Interface Service facilities terminating at the same customer premises to share one primary and one secondary (or Back-up) D-Channel. The number of Primary Rate Interface Service facilities that can be shared by this feature will be based upon the availability of central office and other network facilities, and will be subject to change on a central office by central office basis.

e. Channel Transfer Service

This feature allows the customer to transfer an incoming call to another line and then hang up leaving the other two parties on a two-way call and freeing up the customer's line for another call. The customer will be responsible for toll charges associated with the transferred call.

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LOCAL SERVICES TARIFF

SECTION 4 – RATES AND CHARGES

A. DIRECTORY LISTINGS

Non-Recurring Charges (Per listing)

Additional Listing	\$20.00
Alternate Listings	20.00
Non-Published Number	20.00
Foreign Listings	20.00

Non-Recurring charges will be applied when service is established and when there are subsequent changes to the listing.

Monthly Recurring Charges:

Additional Listing	\$4.50
Alternate Listings	4.50
Non-Published Number	2.00
Foreign Listings	4.50

B. DIRECTORY ASSISTANCE

Each call to directory assistance will be charged as follows: 1.99

C. OPERATOR ASSISTANCE

General Assistance	1.00
Busy Line Verification	3.00
Busy Line Interrupt	5.00

D. BUSINESS ACCESS LINE

Monthly Recurring Charge: \$49.75

Non-Recurring Charges

To establish or move an Business Access Line, per line	50.00
To change telephone number associated with a Business Access Line, per telephone number	12.25
To change billing arrangements associated with Business Access Lines, per line	12.25

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LOCAL SERVICES TARIFF

SECTION 4 – RATES AND CHARGES

E. BUSINESS LOCAL SERVICE BUNDLE

Monthly Recurring Charge: \$69.95

Nonrecurring Charge: \$60.00

F. PRI SERVICE

Nonrecurring Charges

Primary Rate Facility \$640.00

Each Two-Way/ DID Channel 21.00

Each group of 20 DID numbers 207.40
(Note 2)

Optional Features

Call-By-Call 150.00

ICLID 100.00

Call-By-Call and ICLID 200.00

Back-Up D-Channel 100.00

Channel Transfer Service 100.00

Recurring Charges

Primary Rate Facility \$561.21

Each Two-Way/ DID Channel 57.25

Each group of 20 DID numbers 4.15
(Note 2)

Optional Features

Call-By-Call 115.00

ICLID 115.00

Call-By-Call and ICLID 200.00

Back-Up D-Channel 50.00

Channel Transfer Service 115.00

Note 2: If multiple DID number blocks are purchased at the same time, Initial Charge applies to the first group of DID numbers only.

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