

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of Application of)
)

TALK AMERICA SERVICES, LLC)

Docket No. 15-TAST-132-COC

)
for a Certificate of Authority to Provide)
Resold Interexchange Telecommunications)
Services in the State of Kansas)
)
_____)

**APPLICATION FOR CERTIFICATE OF AUTHORITY
TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES
IN KANSAS**

COMES NOW, Talk America Services, LLC (“TAS” or “Applicant”), by its undersigned counsel and pursuant to K.S.A. 66-131, and the rules of the State Corporation Commission of the State of Kansas (“Commission”), for its application to provide resold interexchange telecommunications services in the State of Kansas, in the territory described specifically below, and making claim that public convenience will be thereby promoted.

This Application is being filed in connection with a transaction involving Windstream Holdings, Inc. (“Windstream”). Windstream, and certain of its indirect subsidiaries,¹ are planning to undertake a corporate transaction (the “Transaction”) under which the business will be divided into two independent units: an operating unit that will continue to provide telecommunications and related services, and a real estate investment trust that will hold title to certain distribution plant assets (the “Subject Assets”) and lease those assets exclusively to the Windstream Companies on a long term basis. The Subject Assets of the Windstream Companies, including copper, fiber, real estate and other network assets, will be transferred to

¹ McLeodUSA Telecommunications Services, LLC, PAETEC Communications, Inc., Windstream Communications, Inc., Windstream KDL, Inc., Windstream Norlight, Inc., Windstream NTI, Inc., Windstream NuVox Kansas, Inc. (collectively, the “Windstream Companies”).

Communications Sales and Leasing, Inc. (“CSL”), a newly established corporation, and CSL will lease them back to Windstream on a long term basis for the exclusive use and benefit of the Windstream Companies. Under the terms of the exclusive lease from CSL, the Windstream Companies will continue to be responsible for the operation and maintenance of the Subject Assets and also continue to have responsibility for meeting all relevant quality of service standards and all other regulatory obligations, just as they do today. Separately, the Windstream Companies intend to transfer all of their residential local exchange and long distance customers to Applicant. Applicant requests that the Commission associate this Application with the Transfer Notification filed by the Windstream Companies concerning the Transaction.

The Transaction is not being undertaken as a means of market entry as the entity that will be obtaining the Subject Assets will not be providing telecommunications services, but rather will be leasing those assets to the Windstream Companies in order for them to continue providing such services. Further, the transfer of customers to TAS will be undertaken only after TAS has obtained proper authority from the Commission in order to provide resold local exchange, interexchange and broadband telecommunications services to residential customers currently subscribed to the Windstream Companies in Kansas.

At the consummation of the Transaction, CSL will be spun-off from Windstream as its own separate publicly-traded company. When the Transaction is consummated, CSL will be owned by the same shareholders that own Windstream, and as such, the transfer of control of TAS that takes place at that time will be pro-forma as the ultimate owners of TAS will be the same before and after the spin-off. TAS requests that the authority requested herein granted by the Commission take into account, to the extent necessary, the ultimate ownership of TAS at the

time that the Transaction is consummated: as a subsidiary of CSL, which in turn will be a publicly traded company.

Applicant, for purposes of verification and in evidence of fitness to operate, offers the following information, utilizing the form which the Commission requests that applicants for a Certificate of Authority ("Certificate") use:

1. Full, correct name (including d/b/a) of company, firm, association or corporation making this filing:

Applicant's legal name is Talk America Services, LLC.

2. Federal Identification Number:

47-1233778

3. Type of Certification requested by Applicant:

- ☐ Competitive Local Exchange Service
- ☒ Interexchange (long distance or toll) Service
- ☐ Operator Services and Interexchange (toll) Service
- ☒ Resale
- ☐ Facilities-based
- ☐ Combined Resale and Facilities-based

4. Address (if the mailing address is a P.O. Box number, also provide the actual street address) and telephone number(s) for the principal office of the company and its local office (if any), including 800 customer service number:

Applicant's principal place of business is located at:

4001 N. Rodney Parham Rd.
Little Rock, Arkansas 72212
Tel: (501) 748-4491
Fax: (330) 425-0881

The following toll-free number is available for end user consumer inquiries:

(855) 546-5000

5. If individually owned, name of individual doing business under above name:

Not Applicable.

6. **Requested serving territory (statewide for toll service; local service may be limited to specific exchange areas due to rural exemption guidelines; and operator services may be limited to specific institutions):**

Applicant requests authority to provide resold interexchange telecommunications services in the service territories of SBC Communications d/b/a AT&T and all other service territories that are currently open to competition.

7. **Name, title, address telephone number and e-mail address (if available) of person preparing this Application:**

Correspondence concerning this Application should be directed to Applicant's attorneys:

Juliet A. Cox
Kutak Rock LLP
1010 Grand Blvd., Suite 500
Kansas City, MO 64106
Tel: (816) 960-0090
Fax: (816) 960-0041
juliet.cox@kutakrock.com

and:

Jeffery W. Small
Senior Vice President - Corporate Development and Operations
Talk America Services, LLC
4001 N. Rodney Parham Rd.
Little Rock, AR 72212
Tel: (501) 748-5870
Fax: (330) 425-0881
jeffery.w.small@windstream.com

8. **Name, title, address, telephone number and e-mail address (if available) of Commission/Industry Relations contact (if different from 5 above):**

Following the grant of this Application, the Commission should direct all correspondence directly to TAS' regulatory contact:

Jeffery W. Small
Senior Vice President - Corporate Development and Operations
Talk America Services, LLC
4001 N. Rodney Parham Rd.
Little Rock, AR 72212
Tel: (501) 748-5870
Fax: (330) 425-0881
jeffery.w.small@windstream.com

9. Organization Information

In the table below, give name and address of each officer (when an individual holds more than one office, list name for each office held):

OFFICERS

Line No.	Title (a)	Name (b)	Address (c)
1	Chairman of the Board	Francis X. "Skip" Frantz	4001 N. Rodney Parham Rd. Little Rock, AR 72212
2	Secretary	Anthony W. Thomas	4001 N. Rodney Parham Rd. Little Rock, AR 72212
3	Senior Vice President – Corporate Development and Operations	Jeffery W. Small	4001 N. Rodney Parham Rd. Little Rock, AR 72212

10. Description of Applicant's operations (provide as Exhibits):

- A. Applicant's short run and long run growth plans for providing intrastate telecommunication service in Kansas (i.e., What services will be provided and how quickly? Will service be offered statewide to residential, business or residential and business? Are specific local exchanges, localities or the service area(s) of specific companies including in these plans? If local service, how many exchanges will be served and which of those will be served first? What are the general characteristics of those exchanges?).**

Applicant requests authorization to provide resold local exchange, interexchange and broadband telecommunications services to and from all points in the State of Kansas that are currently open, and that become open, to competition. TAS proposes to provide wireline local telecommunications service – specifically, local exchange service (including, among other things, access to emergency services, access to operator services, alternative operator services, access to interexchange service, access to directory assistance, toll limitation for qualifying low-income consumers, and any other ancillary functionalities that TAS must provide pursuant to applicable statutes and regulations) and broadband service. TAS will initially only resell the services of the Windstream Companies, and, in the future will amend its certificate if it decides to offer services as a facilities-based provider. Under the requested authority, Applicant will not engage in any construction of buildings, towers, conduits, poles, or trenches.

TAS will focus on service packages, marketing strategies and designing customers service standards catered to the residential CLEC customer segment. Having a separate management team dedicated solely to this segment of the market will significantly improve the customer experience and performance of the residential CLEC business. Applicant will enter into a resale agreement with Windstream to provide local exchange, interexchange and

broadband services to residential customers. Applicant will enter into a Transitional Services Agreement with Windstream, whereby Windstream will provide certain back office services, including billing, to TAS. TAS will have resale agreements with Windstream before it commences providing interexchange and broadband services to residential customers. Applicant plans on using the existing local exchange boundaries and established local calling scope of the incumbent local exchange carriers in Kansas.

B. Estimated number of company service personnel assigned to telephone service who will be located in Kansas during the time periods mentioned above?

Applicant does not intend to have personnel located in Kansas. Responsibility for Kansas operations will be handled by Applicant's current management team from its headquarters in Little Rock, Arkansas. For any matter that requires personnel located in Kansas, Applicant will employ qualified local contractors.

C. What telecommunications equipment will be deployed in the state and where will it be deployed over the period of time mentioned above?

TAS will initially only resell the services of the Windstream Companies and will amend its certification in the future if it decides to offer services as a facilities-based provider. Applicant will operate the business as currently configured as opposed to constructing any new facilities in the state at this time. Applicant's network will consist of leased facilities provided by other carriers. Under the requested authority, Applicant will not engage in any construction of buildings, towers, conduits, poles, or trenches.

D. Has any state or federal entity denied certification to your company or taken any enforcement action against your company's service operations (such as a fine or a Cease and Desist action)? If so, please explain.

TAS is not currently authorized to provide intrastate telecommunications services in any jurisdiction, and therefore has not been denied authority to provide telecommunications services in any state

E. Provide a list of enforcement proceedings or criminal charges involving applicant or its principals in connection with the provision of telecommunications services within the last five (5) years anywhere in the United States including, but not limited to:

- Injunctions**
- Cease and desist orders**
- Civil lawsuits**
- Consent decrees**
- Assurances of voluntary compliance**
- Civil investigative demands (CID's)**
- Subpoenas**

Identify the office or administrative agency that instituted each action, the date it was instituted, and the outcome thereof. Provide a copy of the final order or

judgment. (This does not include actions for the collection of debts or domestic matters.)

Neither Applicant nor any of its principals have had any enforcement proceeding or criminal charges brought against them in connection with the provision of telecommunications services within the last five (5) years.

11. Applicant's Managerial Qualifications (provide as Exhibits):

A. Description of applicant's actual experience in the telecommunications business, specifically that represented in this application.

TAS is technically and managerially qualified to establish and operate its proposed telecommunications operations in Kansas. TAS is managed by individuals with significant experience in the telecommunications industry who are well equipped to manage providing service in Kansas and will share many of the same customer service, technical, operational and managerial personnel as the Windstream Companies.

B. Managerial qualification of your company's key personnel (copies of resumes are appropriate).

Applicant has the technical and financial ability to provide the proposed services. Applicant will be managed and operated by capable, experienced executives and employees who possess extensive managerial, financial, and technical experience in the telecommunications industry. Resumes of the key personnel that will be managing Applicant are attached as **Exhibit A**. These individuals have both highly effective management skills and considerable telecommunications expertise. The biographies of these key executives are submitted as evidence that Applicant possesses the managerial qualifications required for the provision of telecommunications services on behalf of Applicant. Applicant will have the managerial and technical capability necessary to provide high quality services to customers in Kansas.

12. Applicant's Technical Qualification:

A. Will the company follow the Quality of Service Standards and reporting requirements as ordered by the Commission in Docket No. 191,206-U?

Yes. To the extent applicable to the services provided by Applicant, Applicant will follow the Quality of Service Standards and reporting requirements as ordered by the Commission in Docket No. 191,206-U.

B. Does your company anticipate any problems meeting or reporting on the Commission's Quality of Service Standards? In the company's opinion, does it have the management expertise to deploy the necessary resources to meet the quality of service standards as established by the Commission?

Applicant does not anticipate any problems in meeting or reporting on the Quality Standards. Applicant is well-equipped to deploy the necessary resources to meet the Quality Standards.

C. Will the Company follow the Commission's Billing Practice Standards as ordered in Docket No. 120,408-U?

Yes. Applicant will follow the Commission's Billing Practice Standards.

D. Does your company anticipate any problems meeting the Commission's Billing Practices Standards? In the company's opinion, does it have the management expertise to deploy the necessary resources to meet the Billing Practices Standards as established by the Commission?

Applicant does not anticipate any problems in meeting the Billing Practices Standards. TAS is technically and managerially qualified to establish and operate its proposed telecommunications operations in Kansas.

E. Is your company currently providing telecommunications service in any other state? If so, in an Exhibit, please name the state(s), provide a description of your company's operations therein and list the approximate number of customers in each state.

TAS is not currently authorized to provide intrastate telecommunications services in any jurisdiction, but is in the process of obtaining authority to provide intrastate telecommunications services in all of the contiguous United States and the District of Columbia. Applicant is not seeking authority to provide service in Alaska and Hawaii.

13. Financial Information:

A. Capital Stock -

Line No.	Class of Stock Common or Preferred etc.	No. of Shares Auth- orized by charter	No. of Shares Act- ually Sold	No. of Shares Can- celled	No. of Shares Held for Resale	No. of Shares Out- standing	Par Value per Share	Total Amnt. Out- standing per Fin. Stmt.	Divi- dends Declar- ed During Year
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(k)
1									
2									
3									
4									
etc.									

Not applicable. As a limited liability company, Applicant does not have capital stock, but membership interests. Applicant's parent company is CSL.

B. List information concerning the stockholders holding the highest number of shares of stock. If no one stockholder holds more than 5% of the total shares outstanding, so indicate by placing an "X" in this blank X and omit the information called for in the schedule below.

Not applicable. As a limited liability company, Applicant does not have capital stock, but membership interests. Applicant's parent company is CSL.

C. Sole proprietorships and/or partnerships or any other business organization including, but not limited to limited liability companies. Limited partnerships, and LLPs must add an Exhibit to show the organizational structure and share interests in assets, liabilities and profits.

An organizational chart is provided as Exhibit B.

14. Applicant's Financial Qualifications (provide as Exhibits):

A. Comparative Income Statements for the immediately preceding three (3) year period (audited positive statements preferred).

Initially, Applicant will be funded by CSL through new debt to be issued in the public markets. With this financing, Applicant will be well-qualified financially to operate within the State of Kansas. As a newly formed company, Applicant does not currently have historical financial statements. Therefore, Applicant submits under seal as Exhibit C confidential *pro forma* financial statements representing Applicant's expected financial status, subject to change based on the final terms of the Reorganization and stock price allocation, following the proposed transfer of certain "subject assets" of the Windstream Licensees to CSL.

Applicant requests that **Exhibit C** be afforded confidential treatment as this exhibit contains financial information which, if disclosed, would result in substantial harm to Applicant's competitive position. As shown in the information provided, Applicant is financially qualified to operate within the State of Kansas.

B. Balance Sheets for the immediately preceding three (3) year period (audited positive statements preferred).

Please refer to response to Question 14.A and the confidential financial information provided as **Exhibit C**.

C. A forward-looking management narrative discussing any significant activity that may impact either the Income Statement or Balance Sheet provided.

At this time there is no significant activity that may impact either the pro forma Income Statement or Balance Sheet provided.

15. As an attachment, please provide state of incorporation and proof of incorporation in that state.

TAS is a Delaware limited liability company formed on June 27, 2014. A copy of its Certificate of Formation is attached hereto as **Exhibit D**.

16. As an attachment, please provide proof of registration with the Kansas Secretary of State (must maintain registry and remain in good standing).

Attached as **Exhibit E** is a copy of TAS's Certificate of Authority to Transact Business as a foreign corporation in Kansas.

17. As an attachment, please provide a sample copy or exhibit of the customer bill (unless all bills will be issued by the incumbent Local Exchange Carrier).

Attached as **Exhibit F** is a sample customer bill.

18. Name and telephone number of the contact person for customer service.

The person responsible for customer service is:

James "Jim" Severance
2134 W Laburnum Avenue
Richmond, VA 23227
(804) 422-4729
james.severance@windstream.com

19. Competitive Local Exchange applicants need provide an interconnection or resale agreement with the incumbent local exchange carrier(s) for the service territory designated above, if consummated. Please indicate the docket number(s) and

Commission approval date(s) for each. (Local operations may not begin until such agreements have been approved by the KCC.)

Not applicable. TAS intends to resell the services of the Windstream Companies in Kansas, which in turn have interconnection and related agreements with the relevant ILECs in Kansas.

- 20. As an attachment, please provide a copy of the Company's proposed tariff, (Operations may not begin until a tariff has been filed with and approved by the KCC.)**

TAS's proposed price list, setting forth the terms, conditions, rates, charges and regulations pursuant to which TAS proposes to provide regulated telecommunications service are attached as **Exhibit G**. Since TAS will continue to provide services at the same rates and under the same terms and conditions as the Windstream Companies, TAS's proposed price list mirrors the existing rates, terms and conditions of the Windstream Companies.

- 21. Complete, sign and attach the KCC Telecommunications Carrier Code of Conduct form as part of this application.**

Attached as **Exhibit H** is a completed KCC Telecommunications Carrier Code of Conduct form, signed by an officer of the Company.

WHEREFORE, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by an expeditious grant of this Application for the authority to provide resold interexchange telecommunications services.

Respectfully submitted,

/s/ Juliet A. Cox

Juliet A. Cox

KUTAK ROCK LLP

1010 Grand Blvd., Suite 500

Kansas City, MO 64106

Tel: (816) 960-0090

Fax: (816) 960-0041

juliet.cox@kutakrock.com

Counsel for Talk America Services, LLC

Dated: September 22, 2014

LIST OF EXHIBITS

Exhibit A	-	Management Biographies
Exhibit B	-	Organizational Chart
Exhibit C	-	Financial Statements <i>CONFIDENTIAL, FILED UNDER SEAL</i>
Exhibit D	-	Certificate of Formation
Exhibit E	-	Certificate of Authority to Transact Business
Exhibit F	-	Sample Customer Bill
Exhibit G	-	Proposed Interexchange Tariff
Exhibit H	-	Carrier Code of Conduct Form

EXHIBIT A

Management Biographies

Francis X. ("Skip") Frantz – Chairman of the Board

Francis X. ("Skip") Frantz is the Chairman of the Board of Directors for Communications Sales and Leasing, Inc. Previously, Mr. Frantz served as a director of Windstream since 2006 and served as Chairman of the Audit Committee. From July 2006 to February 2010, he served as Chairman of the Windstream Board. Mr. Frantz has served as Chairman of Central Bank (a community bank in Little Rock, Arkansas) since February 2007, and also serves as a director of a number of other privately held companies. Prior to January 2006, Mr. Frantz was Executive Vice President-External Affairs, General Counsel and Secretary of Alltel Corporation. Mr. Frantz joined Alltel in 1990 as Senior Vice President and General Counsel and was appointed Secretary in January 1992 and Executive Vice President in July 1998. While with Alltel, he was responsible for Alltel's mergers and acquisitions negotiations, wholesale services group, federal and state government and external affairs, corporate communications, administrative services, and corporate governance, in addition to serving as Alltel's Chief Legal Officer. Mr. Frantz served as the 2006 and 2007 Chairman of the Board and of the Executive Committee of the United States Telecom Association.

Anthony W. Thomas – Chief Executive Officer

Tony Thomas is Chief Executive Officer for Communications Sales & Leasing, Inc. Tony has worked in the communications industry for more over 15 years and is focused on creating shareholder value by expanding and diversifying the Company's communications real estate portfolio. Previously, Mr. Thomas served as Chief Financial Officer for Windstream since August 2009 with responsibility for overseeing Windstream's financial, tax, procurement, audit, treasury, risk management and investor relations teams. In addition, Mr. Thomas oversees the carrier solutions and the telecom procurement organizations. The carrier solutions team provides a full portfolio of communications products to carriers, wireless providers, cable providers and others. The telecom procurement organization is responsible for the acquisition of telecommunications services.

Previously, he served as controller for three years, overseeing the company's accounting, financial planning, external reporting, and retail billing departments. Thomas joined Windstream with the spinoff from Alltel Corp., where he was Vice President of investor relations. He previously held various financial and operational management roles at Alltel including: vice president of corporate financial planning, vice president of finance for the southeast region, vice president of process development and vice president of wireless wholesale roaming. He had joined Alltel as director of revenue accounting when it merged with 360 Communications in 1998. Before entering the communications industry, he was a senior auditor with Ernst & Young. Thomas holds a master's degree in business administration from Wake Forest University and a bachelor's degree in accountancy from the University of Illinois. He is a certified public accountant.

Jeffery W. Small - Senior Vice President – Corporate Development and Operations

Jeff Small is Senior Vice President of Corporate Development and Operations for Communications Sales & Leasing, Inc. Jeff is responsible for lease administration of the real estate portfolio and is the senior leader of the consumer CLEC operations of Talk America. Previously, Mr. Small was Vice President of procurement and carrier service delivery at Windstream with responsibilities for supply chain management, procurement strategy and vendor management, and oversight of the service delivery experience for a full portfolio of carrier communications products provided to carriers, wireless providers, cable providers and others. Jeff also held various accounting and finance leadership roles since joining the Company in 2008. Prior to joining Windstream, Jeff served four years as the controller for Ranger Boats, Inc. and was a senior auditor with Arthur Andersen LLP for five years. Jeff holds a degree in accounting from the Arkansas State University and is a licensed certified public accountant.

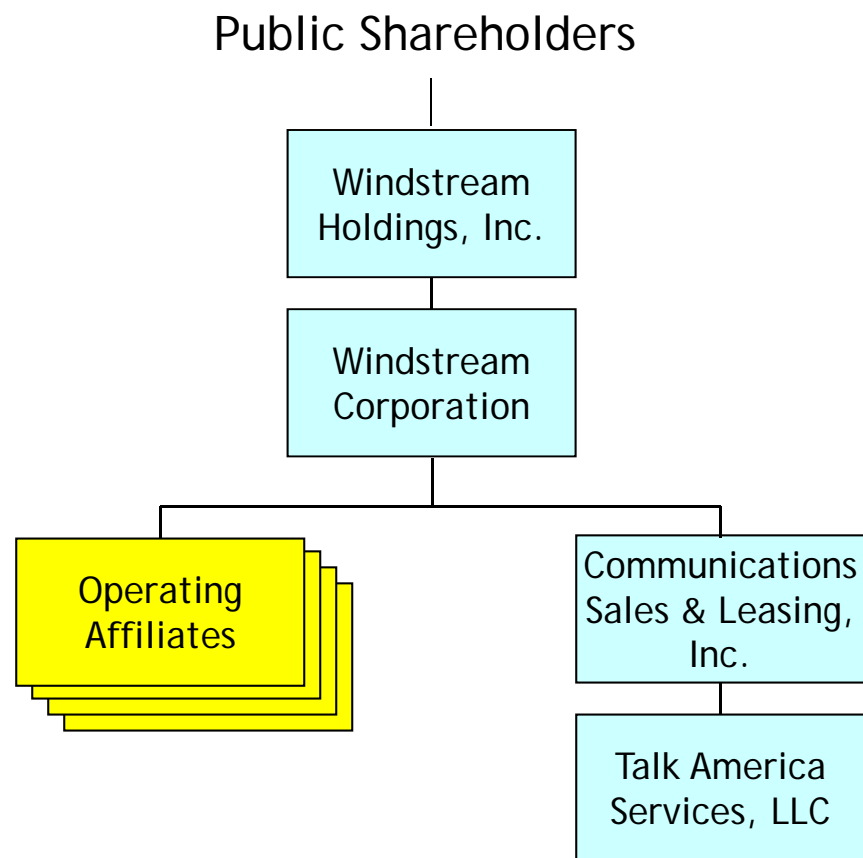
EXHIBIT B

Organizational Chart

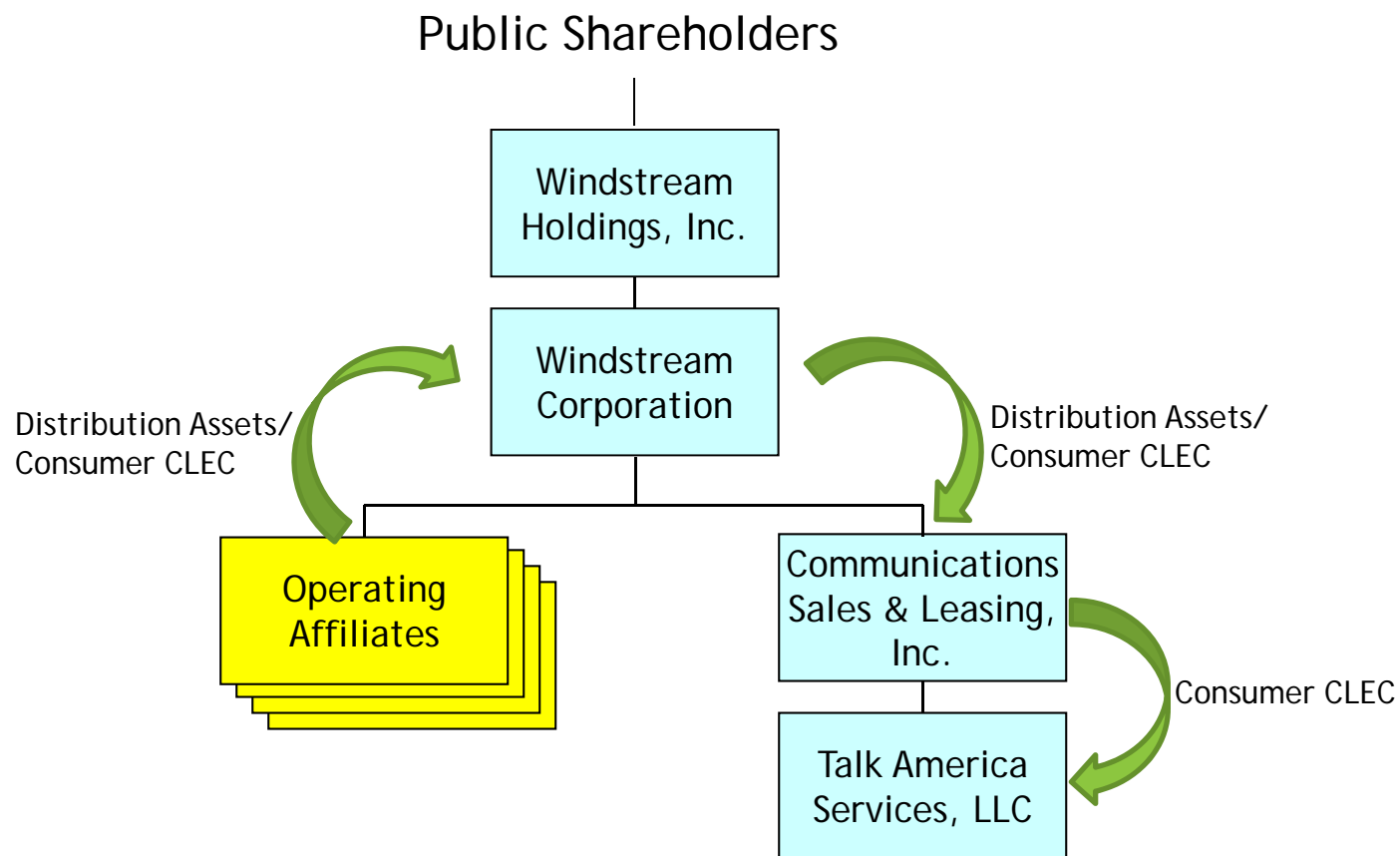


Windstream Holdings, Inc. Spin/REIT

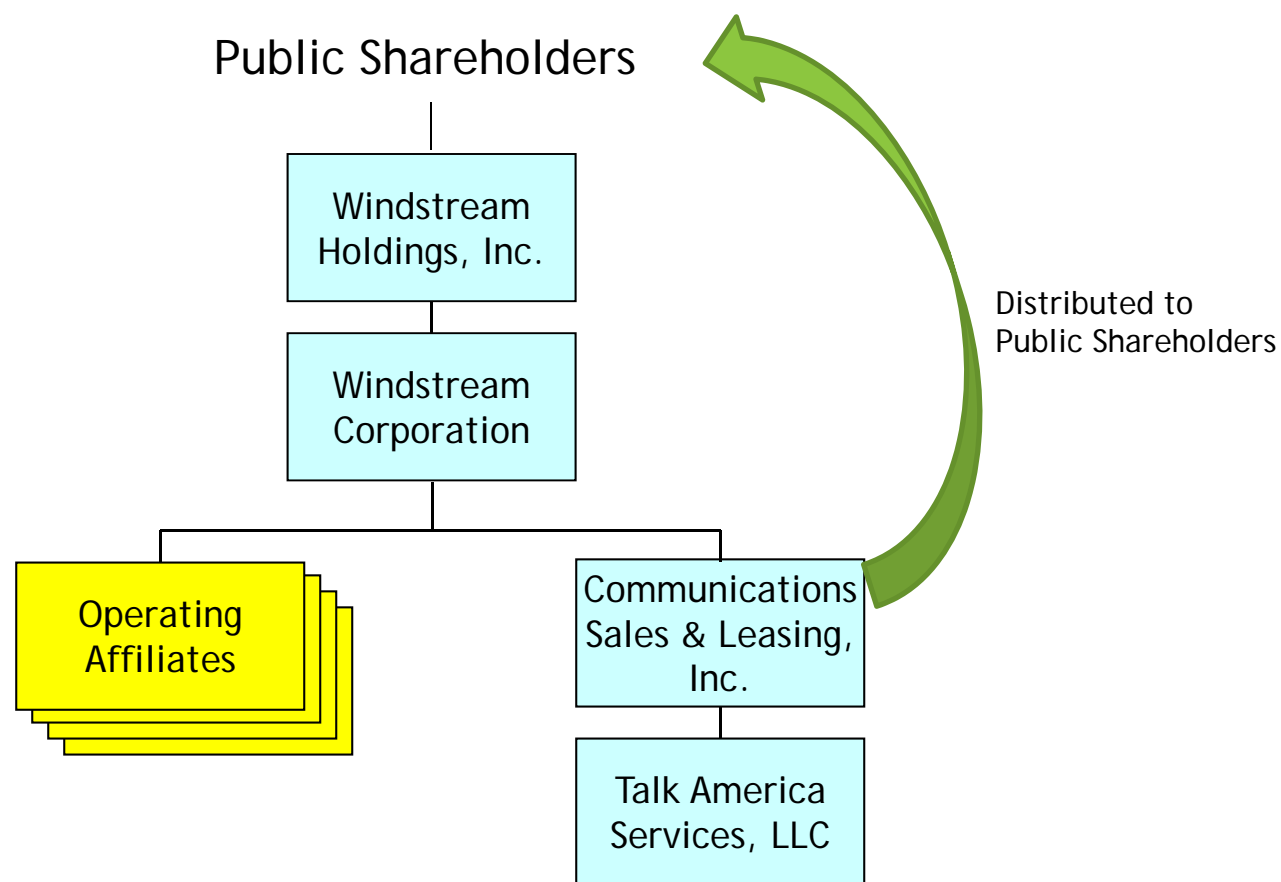
Windstream Holdings, Inc. Pre-Transaction



Windstream Holdings, Inc. Transaction Steps



Windstream Holdings, Inc. Transaction Steps



Windstream Holdings, Inc. Post-Transaction

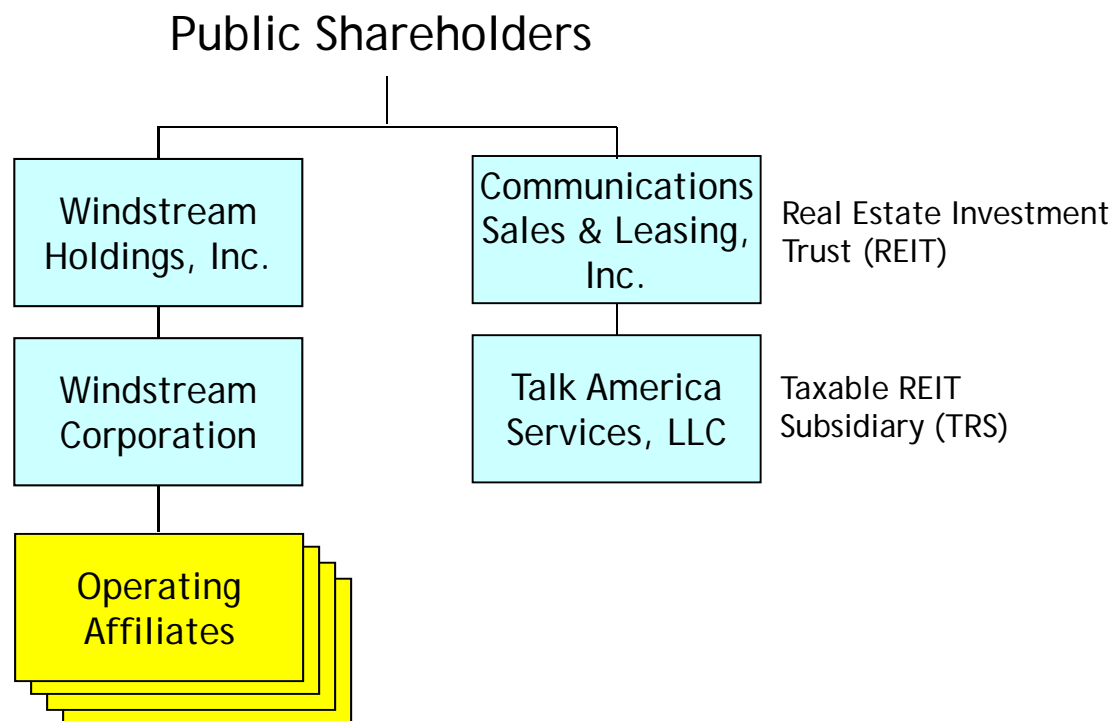


EXHIBIT C

Financial Statements

CONFIDENTIAL - FILED UNDER SEAL

REDACTED - FOR PUBLIC INSPECTION

Talk America Services, LLC
Pro Forma Balance Sheet
As of December 31
(Thousands)

	<u>Dec 31, 2013</u>
Assets	
Accounts receivable, net of allowance for doubtful accounts	\$
Customer list intangible asset, net of accumulated amortization	
Total Assets	<u>\$</u>
Liabilities and Equity	
Advance payments and customer deposits	
Total Liabilities	
Equity	
Total Liabilities and Equity	<u>\$</u>

REDACTED - FOR PUBLIC INSPECTION

Talk America Services, LLC
Pro Forma Income Statement
As of December 31
(Thousands)

	2013
Revenues:	
Service Revenue	\$
Product Sales Revenue	
Total Revenue	
Costs and expenses:	
Cost of Services	
Cost of products sold	
Selling, general, administrative and other	
Depreciation and amortization	
Restructuring charges	
Merger and integration costs	
Total costs and expenses	
Operating income	
Income before income taxes	
Income Tax Expense	
Net income	\$

EXHIBIT D

Certificate of Formation

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TALK AMERICA SERVICES, LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2014, AT 10:58 O'CLOCK A.M.



5559703 8100

140892651

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1493030

DATE: 06-27-14

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:58 AM 06/27/2014
FILED 10:58 AM 06/27/2014
SRV 140892651 - 5559703 FILE

CERTIFICATE OF FORMATION

OF

TALK AMERICA SERVICES, LLC

1. The name of the limited liability company is Talk America Services, LLC.
2. The address of its registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 27th day of June, 2014.

By: 
Name: Deborah M. Reusch
Title: Authorized Person

EXHIBIT E

Certificate of Authority to Transact Business

KRIS W. KOBACH
Secretary of State



Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

STATE OF KANSAS

August 22, 2014

LINDA
TALK AMERICA SERVICES, LLC

RE: TALK AMERICA SERVICES, LLC

ID. # 4846671 (USE IN ALL CORRESPONDENCE WITH OUR OFFICE)

Enclosed is certified copy of the foreign limited liability company application for registration in the state of Kansas. Your foreign limited liability company's business entity identification number is at the top of this page. This business entity identification number should be used in all correspondence with our office.

Every foreign limited liability company must file an annual report with our office and pay a filing fee. The annual report and fee are due together on the 15th day of the fourth month following the tax closing month. (For example, if the tax closing month is December, the due date is April 15 of the following year). The annual report may be filed as early as January 1. An annual report is not required if the company has not been incorporated for six months prior to its first tax year end. If the company operates on a tax year end other than the calendar year, you must notify our office in writing prior to December 31.


The annual report may be filed electronically at www.sos.ks.gov or you may obtain a paper form from the Web site.

PLEASE NOTE: For information regarding taxes, contact the Kansas Department of Revenue at (785) 368-8222 or www.ksrevenue.org.

uel

484 667-1

FL 51-10	KANSAS SECRETARY OF STATE
	Foreign Limited Liability Company Application
CONTACT: Kansas Office of the Secretary of State Memorial Hall, 1st Floor 120 S.W. 10th Avenue Topeka, KS 66612-1594	
(785) 298-4564 kasos@sos.ks.gov www.sos.ks.gov	

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		FILE#: 4846671
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i INSTRUCTIONS: All information must be completed or this document will not be accepted for filing.
 Please read instructions sheet before completing.

1. Name of the limited liability company:

Name of company must match the name on record with the home state

Talk America Services, LLC

2. State/Country of organization:

Delaware

3. Date of organization in home state:

06/27/2014

Month Day Year

4. Began doing business in Kansas:

☒ Upon qualification

☐ Month Day Year

5. Name of the resident agent and address of the registered office in Kansas:

Address must be a street address
 A P.O. box is unacceptable

The Corporation Company, Inc.

112 SW 7th Street, Suite 3C

Name

Street Address

Topeka

Kansas

66603

City

State

Zip

6. Mailing address:

This address will be used to send official mail from the Secretary of State's office

John P Fletcher

4001 N Rodney Parham Rd

Attention Name

Address

Little Rock

AR

72212

USA

City

State

Zip

Country

7. Tax closing month:

December

8. Full nature and character of the business to be conducted in Kansas:

Communications Services

MEP

9. If management vests with members, please provide the name and address of each member. If management vests with managers, please provide the name and address of each manager:
Do not leave blank

If additional space is needed please provide an attachment

1) Jeffery R Gardner

Name

4001 N Rodney Parham Rd

Little Rock

AR

72212

USA

Mailing address

City

State

Zip

Country

2) John P Fletcher

Name

4001 N Rodney Parham Rd

Little Rock

AR

72212

USA

Mailing address

City

State

Zip

Country

3)

Name

Mailing address

City

State

Zip

Country

4)

Name

Mailing address

City

State

Zip

Country

10. The limited liability company hereby consents, without power of revocation, that actions may be commenced against it in the proper court of any county in the state of Kansas where there is proper venue by service of process on the Secretary of State of the State of Kansas; and the limited liability company stipulates and agrees that such service shall be taken and held in all courts to be valid and binding as if due service had been made upon the members of the foreign limited liability company.

11. I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct and that the company is in good standing in its home state, and I have remitted the required fee.

Signature of manager or member

Date (month, day, year)

John P. Fletcher, Manager

August 21, 2014

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TALK AMERICA SERVICES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SECOND DAY OF AUGUST, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



I hereby certify this to be a true and correct copy of the original on file.

Certified on this date: August-22-2014

KRIS W. KOBACH
Secretary of State

Kris W. Kobach



5559703 8300

141100172

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1641809

DATE: 08-22-14

EXHIBIT F

Sample Customer Bill

Statement Date
Account
Amount Due
***Current Charges Due**
Amount Enclosed: _____

Return Service Requested



To pay by credit card, please call
or visit us online at

Remit Payment To:



Please detach here and return above portion with payment. Make checks payable to _____ and note your phone number or account number on your check.
This bill was prepared on _____. A late payment charge will apply to any amounts not received by _____.
Any past due balance is considered delinquent and should have been paid prior to the new statement date. Please remit past due balance immediately.

Statement Date:	Account Number:	PIN:	*Current Charges Due:
Previous Balance	\$	Current Charges	\$
Payments	\$	Finance Charge (percent)	\$
Adjustments	\$		\$
Past Due Balance	\$	Total Amount Due	\$

* Past Due Charges are due immediately and are subject to further collection activity

Important Messages

Go Paperless Today!

Make your life easier while helping to save the Earth by signing up for paperless billing today!
Go to _____ to register today!

Please contact Windstream Customer Care at 1-800-291-9699 if you have a question or a problem regarding your telephone service. If your complaint is not resolved after you have called Windstream, or for general utility information, residential and business customers may contact the _____ for assistance at _____ (toll free) from _____ weekdays or at _____. The _____ . Hearing or speech impaired customers may contact the _____ . The _____ represents residential utility customers in matters before the _____ .

Customer Name:

Customer Address:

Service Details

Date	Date	Description	Quantity	Amount
------	------	-------------	----------	--------

Account Number:

Line Number:

Subtotal for Line:

Total for Account:

Understanding Your Services

If you have chosen a consumer unlimited long distance calling plan, please be aware that this service is for typical residential applications only and restrictions governing use do apply. For more information visit

Taxes

Date	Account	Tax Area #	Location Description	Item Description	Amount
------	---------	------------	----------------------	------------------	--------

Federal Excise Tax
State Sales Tax
County Sales Tax

Taxes Subtotal for:

Total for All Accounts

Fees

Date	Account	Fee Area #	Location Description	Item Description	Amount
------	---------	------------	----------------------	------------------	--------

Data Service Recover
Access Recovery Char
Access Recovery Char
Access Recovery Char
End User Access Fee
Reg Assessment Srchg
USF Interstate Srvcs

Fees Subtotal for:

Total for All Accounts

For a complete description of fees and taxes included on your bill, please refer to the glossary at

Account Number:

Master Number:

Customer Name:

Customer Address:

This page intentionally blank

Account Number:

Master Number:

EXHIBIT G

Proposed Interexchange Price List

TITLE SHEET

TELECOMMUNICATIONS
SERVICES

This price list applies to the Telecommunications Services furnished by Talk America Services, LLC between one or more points in the State of Kansas.

Issued: September 19, 2014

Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff that are currently in effect as of the date at the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	34	Original
2	Original	35	Original
3	Original	36	Original
4	Original	37	Original
5	Original	38	Original
6	Original	39	Original
7	Original	40	Original
8	Original	41	Original
9	Original	42	Original
10	Original	43	Original
11	Original	44	Original
12	Original	45	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		

* Indicates new or revised sheet
submitted with this filing.

Issued: September 19, 2014

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BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

TARIFF FORMAT

Issued: September 19, 2014

Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

Sheet Numbering. Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

Sheet Revision Numbers. Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet No. 24 cancels the 3rd Revised Sheet No. 24.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

Check Sheets. When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current one on file with the Commission.

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TARIFF FORMAT (Cont'd)

Explanation of Symbols. When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) - Identifies a changed regulation.
- (D) - Identifies a discontinued rate or regulation.
- (I) - Identifies an increase in rate.
- (M) - Identifies material moved from one tariff location to another.
- (N) - Identifies a new rate or regulation.
- (R) - Identifies a reduction in rate.
- (T) - Identifies a change in text only.

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BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

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1.0 Application and Scope of Tariff**1.1 Application**

This tariff contains the rates and regulations applicable to intrastate, intraLATA, interexchange and local services provided by The Company between and among points within the State of Kansas.

1.2 Scope

Company's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Company between and among points in Kansas are governed by this tariff.

1.3 Interconnection with Other Carriers

Service provided by Company may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Company. However, service provided by Company is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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Effective: _____

BY: SVP- Corporate Development and Operations
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 Little Rock, AR 72212

2.0 Explanation of Terms and Abbreviations**Charges**

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

Kansas Corporation Commission

Company

Talk America Services LLC, or the concurring carrier providing service to the Customer.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Company.

Customer Contract

A written agreement between the Customer and Company containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Company or another supplier and leased to the Customer.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

DID

(Direct Inward Dialing) is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by 'due by,' 'pay by,' 'if paid by,' or other such language on the Customer's bill.

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4001 N Rodney Parham Rd
Little Rock, AR 72212

2.0 Explanation of Terms and Abbreviations (Cont'd)

Exchange

A unit established for the administration of local communication services.

Extended Area Service or EAS

Telephone service, offered at a flat local rate, between customers located within an exchange area and all customers in an additional exchange area or areas.

Fraud

An attempt to procure or retain service by supplying misleading or deliberately inaccurate information, or by untruthful or unlawful means, including supplying false information on an application for service. There will be a presumption of fraud in cases where the customer's actual usage for a month, or its pro-rata usage for a partial month, is more than three times the customer's estimated usage (or the pro-rata share of estimated usage) as supplied by the customer at the time of application (which may be revised by customer based on actual experience upon notification to the Company), and that usage is in excess of \$500. In such cases, the customer may be contacted to notify the customer of the usage levels, and to discuss the reasons for the usage levels. In such cases, restrictions may be imposed upon further usage unless satisfactory payment arrangements are made.

Incumbent Local Exchange Carrier or Incumbent Carrier

The local exchange carrier that has Section 251(c) obligations under the federal Telecommunications Act.

Individual Case Basis

A rate, charge, or condition of the tariff as determined by individual circumstances.

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

IntraLATA Service

The completion of calls between points within the boundaries of a Local Access and Transport Area.

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Little Rock, AR 72212

2.0 Explanation of Terms and Abbreviations (Cont'd)Local 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 incumbent carrier.

Month

For billing purposes, a month is considered to have thirty (30) days.

Operator

An automated or live operator.

Port

A connection to Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Rates

The usage amounts billed to customers for regulated services and/or equipment.

Service

Any or all service(s) provided by Company pursuant to this tariff or Customer Contract.

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Terminal Interface

The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment.

Timely Payment

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Company for a series of partial payments to settle a delinquent account.

User

A Customer or any other person authorized by a Customer to use service provided to the Customer under a Company tariff.

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Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

3.0 General Rules and Regulations

3.1 Undertaking of Company

3.1.1 General

Pursuant to this tariff, Company undertakes to provide within the service area in which Company has been approved for certification the regulated intrastate, intraLATA, interexchange services, and retail services described in this tariff.

3.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- B. Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Company, when necessary because of lack of facilities, or due to some other cause beyond Company's control on a non-discriminatory basis.
- C. The furnishing of service under the tariffs of Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- D. Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.
- E. Company does not undertake to transmit messages or information, but offers the use of its facilities, when available, for that purpose.

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Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

3.0 General Rules and Regulations (Cont'd)

3.2 Use

3.2.1 Lawful Purpose

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

3.2.2 Use of Service for Unlawful and/or Fraudulent Purposes

Company's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Company that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Company receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services, and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

3.2.3 Unauthorized Use

Any individual who uses or receives Company's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for Company's costs of investigation and collection.

3.2.4 Recording Devices

Company's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

3.2.5 Use of Service Mark

No Customer shall use any service mark or trademark of Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Company.

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Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

3.0 General Rules and Regulations (Cont'd)**3.3 Liability**

Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with installation, provision, preemption, termination, maintenance, repair or restoration of service, or any other service, Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff or state commission regulations as an allowance for interruptions.

The services furnished by Company, in addition to the limitations set forth preceding, also are subject to the following limitations: Company shall not be liable for damage arising out of our mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of Company caused by customer provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connection arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such, mistake, omission, interruption, delay, error, defect in transmission or injury occurs.) Company also shall not be liable for the acts or omissions of other companies when their facilities are used to provide service.

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, Company shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

Company shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

3.0 General Rules and Regulations (Cont'd)

Issued: September 19, 2014

Effective: _____

BY: SVP- Corporate Development and Operations
 4001 N Rodney Parham Rd
 Little Rock, AR 72212

3.3 Liability (Cont'd)

No agent or employee of any other carrier shall be deemed to be an agent or employee of Company.

Company's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable tariff (for regulated services) and applicable price list, catalogue, and/or contract (for all other services) for the call. Company shall not be liable for damages arising out of the use of Company's services for the transmission of anything other than voice grade service.

Company will provide a customer's correct name and telephone number to a calling party either upon request to or interception by Company in the event there is an error or omission in the customer's directory listing. Company's liability for any errors or omissions in any directory listings is limited to the charges made for the listing itself. Company shall not be liable for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.

Notwithstanding anything to the contrary in this section, if Customer's service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to Company or being found by Company to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer-owned equipment, Company's inability to gain access to the Customer's premises, or causes beyond Company's control as described in the first paragraph of this section, Company will make appropriate adjustments upon request. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to Company, or discovery by Company, of the interruption. A service interruption may include, among other events, lawful disconnections pursuant to Section 3.11 of this tariff and when a customer's service interrupted during a move to a new Customer premise.

3.0 General Rules and Regulations (Cont'd)

Issued: September 19, 2014

Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

3.4 Equipment

3.4.1 Inspection, Testing, and Adjustment

Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Company may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

3.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to Company's services must not interfere with, or impair, any of the services offered by Company. Additionally, connected Customer premises equipment must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company's equipment, or otherwise injure the public in its use of Company's services.

3.4.3 Maintenance and Repair

A. Customer Liability

The Customer shall be responsible for damages to Company's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Company's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Company's facilities except upon written consent of Company.

B. Leased or Owned Facilities

The Customer's obligation to Company is the same whether the facilities involved are Company's facilities or are facilities leased by Company from another party. If Company incurs expenses due to the Customer's actions that result in damage or impairment of Company's owned or leased facilities, Company will pass on to the Customer any and all expenses to repair Company's facilities or that the owner imposes on Company for leased facilities.

3.0 General Rules and Regulations (Cont'd)

3.5 Contract for Service

Issued: September 19, 2014

Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

Installation of certain services may require a contractual agreement between a Customer and the Company. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of Company to Customers as described in this tariff. The agreement may require the Customer to pay a minimum monthly fee ('MMF') wherein the Customer agrees, in writing, to pay for the duration of the term agreement, either the monthly recurring and usage charges, or the MMF amount, whichever is greater. Should the Customer choose to terminate their contract without cause prior to the agreed upon term, the Customer will be liable for the MMF specified in the contract multiplied by the number of months remaining in the term, unless Customer converts to another service provided by Company with equal or greater term and MMF commitment. In the event Company continues to provide service after the Customer contract is terminated or expires, then Company shall continue to provide service to the Customer under the terms of the then applicable tariff and applicable terms of the expired contract under a month-to-month arrangement.

3.6 Application for Service

3.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish Company with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness.

3.6.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date. For multi-location customers, service shall be deemed to be initiated upon service activation at the first location.

3.0 General Rules and Regulations (Cont'd)

3.7 Deposits

Issued: September 19, 2014

Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

3.7.1 Deposit Requirements

Company may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. Company may require separate deposits for different Services purchased by Customer, all of which must be paid before any service is installed. In its calculation of a Customer's creditworthiness, Company will use trading banking references, credit reports, and any other information pertinent to a Customer's credit subject to applicable law.

3.7.2 Amount of Deposit

The amount of the deposit shall not be more than two (2) months of usage of Company's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Company's state average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions.

3.7.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 3.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal usage or nonpayment. Written notice shall be mailed advising the Customer of any new or additional deposit requirement, and the Customer shall have twelve (12) calendar days from the date of mailing to provide the new or additional deposit. The new or additional deposit is payable at the address specified in Section 3.7.4.

3.0 General Rules and Regulations (Cont'd)

Issued: September 19, 2014

Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

3.7 Deposits (Cont'd)

3.7.3.A Abnormal Toll Usage

For customers with at least six (6) consecutive months of service, "abnormal toll usage" is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty dollars (\$20). The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For customers with less than six (6) consecutive months of service, "abnormal toll usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty dollars (\$20).

3.7.4 Handling of Deposits

Deposits shall be sent or delivered to: Talk America Services LLC, 4001 N Rodney Parham Rd., Little Rock, AR 72212. Company will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

3.7.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by Company's records.

3.7.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with Company's regulations for the prompt payment of bills.

3.0 General Rules and Regulations (Cont'd)

3.7 Deposits (Cont'd)

Issued: September 19, 2014

Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

3.7.7 Refund

The deposit shall be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment or as required by applicable Commission rules. The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of Company's accounting year or on the anniversary date of the account.

3.7.8 Interest

Deposits held for thirty days or more will be paid interest on that deposit at a rate specified by the Commission.

3.8 Billing

3.8.1 Monthly Billing

Bills to Customers will be issued monthly unless Company is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Local service charges, including installation charges, are billed in advance. Certain toll charges and NRCs are billed in arrears. If a Customer elects, Company may issue a billing statement to a Customer in an electronic format only.

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional, and long distance services provided by a third party vendor. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

3.0 General Rules and Regulations (Cont'd)

3.8.2 Bill Contents

Issued: September 19, 2014

Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, bundled packages, packages of long distance minutes, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. Company will also comply with reasonable requests for bill detail.

3.9 Payment for Service

3.9.1 Late Payment Charge

Company may impose a late payment charge, not to exceed the maximum rate as set by the Commission, on any bill not paid by the due date listed on the invoice. Customers are obligated to drop off payment at a designated payment location or mail payment to the address contained on the invoice. Customers shall be responsible for all costs incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this tariff. Company will also charge a check service charge if a check tendered for payment is returned to Company as non-sufficient funds (NSF) or is not in acceptable form.

3.9.2 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility services.

3.0 General Rules and Regulations (Cont'd)

3.9 Payment for Service (Cont'd)

3.9.3 Collection

Issued: September 19, 2014

Effective: _____

BY: SVP- Corporate Development and Operations
4001 N Rodney Parham Rd
Little Rock, AR 72212

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date. If payment is not received by the due date listed on the bill, Customer may be charged a \$12.00 Collection Fee.

3.9.4 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon Company, may be charged to Customers receiving Company's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

LNP, PICC, USF, TRS, TTY/TDD, and any similar surcharges permitted to be passed through, will also be assessed where applicable, at the maximum permissible rate as determined by the Commission or governing authority.

3.10 Disputes and Complaints

3.10.1 Disputed Bills

In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 3.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill. Service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of Company by the Commission in the event the Customer files a written complaint with the agency. Subject to regulatory requirements, Company's policy is to limit retroactive adjustments for billing errors to 90 days prior to the date the error is discovered.

3.0 General Rules and Regulations (Cont'd)

3.10 Disputes and Complaints (Cont'd)

3.10.2 Complaint Procedures

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Inquiries, general questions, or complaints may be directed informally to Company by telephone, in person, or in writing at Talk America Services, LLC's offices located at 4001 N Rodney Parham Rd, Little Rock, AR 72212 or by telephone at 855-546-5000.

Company's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of Company will be investigated promptly and thoroughly. Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Company to review and analyze its procedures and actions. The records maintained by Company under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, Company will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the Commission at:

Consumer Affairs Branch
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604-4027
Email: public.affairs@kcc.ks.gov
Phone: (785) 271-3100
Fax: (785) 271-3354
Consumer Inquiries/Complaints
Phone: (800) 662-0027
Phone: (785) 271-3140
Fax: (785) 271-3111
Email: public.affairs@kcc.ks.gov

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3.0 General Rules and Regulations (Cont'd)3.10 Disputes and Complaints (Cont'd)3.10.3 Bill Insert or Notice

Company shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a Company representative qualified to assist in resolving the complaint can be reached. The bill insert or notice shall also include the following statement: If Company does not resolve your complaint, the service may be subject to state regulation. You may contact the Kansas Corporation Commission at the address and phone number in 3.10.2.

3.11 Service Refusal, Disconnection, and Suspension

In no event shall service be disconnected on the day preceding or day on which Company's local business office or local authorized agent is closed.

3.11.1 Notice of Pending Disconnection

Prior to the disconnection of service, Company shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than ten (10) calendar days with respect to an unpaid bill after the notice is rendered and no less than 12 days with respect to an unpaid or new deposit. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service.

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3.0 General Rules and Regulations (Cont'd)

3.11 Service Refusal, Disconnection, and Suspension (Cont'd)

3.11.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- A. Without notice if a condition on the Customer's premises is determined by Company to be hazardous.
- B. Without notice if the Customer uses the service in such a manner as to adversely affect Company's equipment or Company's service to others.
- C. Without notice if equipment furnished, leased, or owned by Company is subject to tampering.
- D. Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.
- E. With prior written notice if there are reasonable grounds to believe there is a violation of or noncompliance with Company's regulations on file with the Commission, municipal ordinances, or law.
- F. With prior written notice if the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in Company's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service.

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3.0 General Rules and Regulations (Cont'd)

3.11 Service Refusal, Disconnection, and Suspension (Cont'd)

3.11.2 Reasons for Service Refusal, Disconnection, and Suspension (Cont'd)

- G. With prior written notice if the Customer fails to permit Company reasonable access to its equipment.
- H. With prior written notice if the Customer routinely uses abusive or profane language or makes physical threats in conversations with Company personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific service issues.

3.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill

Except as restricted by Section 3.11.4, service may be refused, disconnected, or suspended for nonpayment of a bill if Company has made a reasonable attempt to effect collection and:

- A. Company has provided the Customer with ten (10) days' prior written notice with respect to an unpaid bill or twelve (12) days' written notice with respect to an unpaid new deposit.
- B. Company is open, at minimum, one more hour and open the following day of the scheduled disconnection.
- C. In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 3.10.2 shall continue, and service shall not be disconnected for nonpayment of the disputed amount.

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3.0 General Rules and Regulations (Cont'd)**3.11 Service Refusal, Disconnection, and Suspension (Cont'd)****3.11.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service**

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective Customer:

- A. Delinquency in payment for service by a previous occupant of the premises to be served, unless that occupant is a Customer of the same household as the customer.
- B. Failure to pay for unregulated services or equipment purchases.
- C. Failure to pay the bill of another Customer as guarantor thereof.
- D. Failure to pay for a different type or class of public utility service or 900, 960 or 976 calls disputed by the Customer. However, if a residential customer has requested that Company remove the free 900 or 976 call blocking service, then that Customer shall be fully responsible for payment of all such calls regardless of who made the call from the Customer's telephone line.
- E. Failure to pay for information service not regulated by the Commission.
- F. Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.

3.11.5 Medical Emergency

Notwithstanding any other provision of this tariff, Company will postpone the disconnection of service to a residential Customer for a reasonable time, not to exceed thirty (30) days, if the Customer produces verification from a physician or a public health or social services official stating that telephone service is essential due to an existing medical emergency of the Customer, a customer of the Customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to Company within five (5) days.

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3.0 General Rules and Regulations (Cont'd)**3.11 Service Refusal, Disconnection, and Suspension (Cont'd)****3.11.6 Temporary Service**

When Company renders temporary service to a Customer, the Customer may be required by Company to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

3.12 Cancellations and Deferments of Service

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow Company to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

3.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, non-recoverable materials, and equipment expense.

3.12.2 Deferment of Start of Service

If a request for deferment of service is received by Company prior to the date an order for equipment or service is placed with Company's supplier, no charge shall apply. For deferments received by Company subsequent to the date the order for equipment or service is placed with Company's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the monthly prime interest rate as announced by USBank plus recurring costs resulting directly from the deferral such as storage, taxes, etc., unless otherwise ordered by the Commission.

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3.0 General Rules and Regulations (Cont'd)**3.12 Cancellations and Deferments of Service (Cont'd)**

In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. Company will also charge the Customer who defers service any and all rates and charges incurred by Company for any leased facilities for which Company is held responsible. Company will make a good faith effort to minimize those rates and charges whenever possible.

3.13 Information Service Access Blocking

Where facilities are available, Company shall institute call blocking to all '900', '960' and '976' prefix numbers, without charge for the first block subject to applicable law. If a customer chooses to eliminate the free call blocking service for these types of calls, the Customer shall be fully responsible for all such charges regardless of who made such calls from the Customer's telephone line. Company will comply with all applicable rules of the Commission concerning such blocking.

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3.0 General Rules and Regulations (Cont'd)**3.14 Special Construction and Special Arrangements**

Subject to the agreement of Company and to all of the regulations contained in the tariffs of Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirements for the facilities so constructed;
- B. of a type other than that which Company would normally utilize in the furnishing of its services;
- C. over a route other than that which Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which 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.

3.14.1 Basis for Charges

Where Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in Company's tariffs, charges will be based on the costs incurred by Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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3.0 General Rules and Regulations (Cont'd)

3.14 Special Construction and Special Arrangements (Cont'd)

3.14.2 Basis for Cost Computation

The costs referred to in Section 3.14.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation,
 - 4. rights of way, and
 - 5. any other item chargeable to the capital account;
- B. Annual charges including the following:
 - 1. cost of maintenance,
 - 2. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage,
 - 3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items,
 - 4. any other identifiable costs related to the facilities provided, and
 - 5. an amount for return and contingencies.

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3.0 General Rules and Regulations (Cont'd)

3.15 Non-Routine Installation

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

3.16 Universal Emergency Telephone Number Service (911)

The Company will supply the 911/E-911 service provider in the Company's service area with accurate information necessary to update the 911/E-911 database at the time Company accepts Customer orders. At the time that the Company provides local service to a Customer, the Company will make the necessary equipment or facility additions in order to accurately and properly update the database for 911/E-911.

By dialing 911, the customer agrees to release, indemnify, defend, and hold the Company harmless from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not responsible for any infringement or invasion 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 the 911 service features and the equipment associated therewith, 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 the 911 service.

The Company will bill the Customer a monthly surcharge, per voice grade equivalent line in order to fund the E-911 system.

Access (at no additional charge) to the emergency services bureau by dialing 9-1-1 is offered at no charge to the Customer.

4.0 Services, Rates, and Charges

4.1 Local Service Overview

4.1.1 Nature of Service

Local Service is a service that allows customers to originate non-toll local calls at locations within the service areas in which Company has been approved for certification for termination within the local calling area (including any applicable EAS areas) of those locations. Subject to service availability and the package selection by the customer, Local Service may include services in addition to those required for completion of non-toll local calls (including services which may not be subject to regulation under this tariff) which are purchased as part of a bundled package.

4.1.2 Availability

Company offers local service in the areas in which it has been certified by the Commission and in which Company has available required network facilities or is able to lease required network facilities to enable the offering of service. Some services and features may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration. Company will provide the most feature rich version of a feature in the bundled Local Service package available in a given market depending on network availability or configuration.

4.1.3 Local Service Packages

The standard elements of local line packages consist of local dial tone and unlimited local calling unless otherwise noted in a service specific description. Mandatory extended area service ('EAS') is provided where applicable for the prices set forth in the Rate Tables. For plans that include "Unlimited" calling, there is a cap of 5,000 minutes per month. Exceeding this cap is determined to be not typical residential use and may result in a warning, suspension or termination of services.

4.0 Services, Rates, and Charges (Cont'd)

4.1.4 Promotional Offerings

Company may from time to time engage in special promotions of limited duration. These promotions may be in the form of waiver or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new Customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible Customers.

4.1.5 Individual Case Basis (ICB) and Term and Volume Discounts

Company may offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such cases, the prices offered by Company shall not exceed the prices for similar services contained in this tariff.

4.2 Directory Assistance

4.2.1 Nature of Service

Directory Assistance (DA) Service is defined as furnishing aid in obtaining telephone numbers.

4.2.2 Availability

DA is available to all Customers.

4.2.3 Maximum Number of Requests Per Call

Two (2) requests for a telephone number will be accepted per call to the DA operator. A telephone number that is not listed in the DA records will not be available to the Customer.

4.0 Services, Rates, and Charges (Cont'd)

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4.2.4 Operator Limitations

The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than provision of DA service.

4.2.5 Persons and Locations Exempt from All DA Charges

Any Customer who is visually, physically or mentally handicapped in a way that makes the Customer unable to utilize a telephone directory shall be exempt from charges for DA. The Customer must provide Company with certification of this condition. Certification from a doctor, psychologist, psychiatrist, county or state social service agency, or similar person or agency will be acceptable. The exemption is effective prospectively and also retroactively for the month prior to the presentation of the certificate to Company.

4.2.6 Rate

Customers not exempted in Section 4.2.5 will be charged the following rate per call.

	<u>Charge Per Call</u>
Local or Long Distance	
Directory Assistance	\$1.99

4.0 Services, Rates, and Charges (Cont'd)4.3 Directory Listing Service

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for optional listing services, subject to availability, at the rates following

4.3.1 Non-Published Listing

A non-published listing is not listed in either the alphabetical section of the dominant Local Exchange Company's directory or Company directory assistance records and will not be furnished upon request of a calling party. The Company will complete an incoming call to a Customer with a non-published listing only when the calling party places the call by number.

	<u>Monthly Recurring Charge</u>
Each Non-Published Listing	\$5.95

4.3.2. Non-Listed Listing

A non-listed listing is not listed in the alphabetical section of the dominant Local Exchange Company's directory, but is maintained on Company directory assistance records and will be furnished upon request of a calling party. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-listed telephone number in the directory shall attach to the Company.

	<u>Monthly Recurring Charge</u>
Each Non-Listed Listing	\$5.95

4.0 Services, Rates, and Charges (Cont'd)

4.4 Nonrecurring Charges

4.4.1 Early Termination Charges

If a Customer terminates service prior to the expiration of the term of the contract without cause, the Customer may be required to pay an early termination charge as set forth in the contract for service.

4.4.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by Company (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

4.4.3 Reconnection Fee

Residential: \$35.00/line

This charge applies to reconnect service after service has been suspended, and is due at the time services are restored.

4.4.4 Nonsufficient Funds Charge (NSF Checks)

The NSF check charge shall be \$25.00, or the highest amount permitted by law. This charge applies when a check has been returned by the bank for non-payment.

4.4.5 PIC/LPIC Change Charge

Initial PIC/LPIC selections will be processed at a \$5.50 charge per line, which may be waived if the Customer chooses Company as their long distance provider. A non-recurring \$5.50 charge shall be applicable to all subsequent PIC/LPIC changes. If a PIC/LPIC change is initiated by an IXC on behalf of the Customer, and the Customer denies having made a change, and the IXC is unable to produce documentation of the change with a letter of agency signed by the Customer; then the Customer will be reassigned to its previously selected PIC/LPIC and the charge will be assessed to the IXC.

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4.0 Services, Rates, and Charges (Cont'd)**4.4 Nonrecurring Charges (Cont'd)****4.4.6 Trouble Isolation Charge**

This charge applies when Company dispatches either its own, or a third-party, technician to a customer premises to test the line from the central office, up to the demarcation point, and the line tests clear (no trouble found in the Company facilities). No Trouble Isolation Charge shall apply if the customer subscribes to an inside wire maintenance plan with Company or trouble is found on the network side of the demarcation point.

Residential Customer- - \$95.00 per hour

4.4.7 Bill Copies

Residential Customer: \$5.00 per copy

Additional and alternate bill copies will be available upon a customer's request. An additional bill copy is a secondary copy of the customer's initial bill and an alternate bill copy is an additional bill sent to a different address other than the billing address. Charges for the additional and alternate bill copies are noted above.

4.4.8 Account Handling Charge

Account Handling Charge: \$30.00 for each subsequent attempt

Account Handling Charge is assessed to a customer's account for each Company attempt to return an outstanding credit balance to the customer if a first mailing is returned undeliverable. This charge is for maintaining the account after the initial attempt and for each subsequent attempt. This charge will not be assessed more than twice a year.

4.0 Services, Rates, and Charges (Cont'd)

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4.4 Nonrecurring Charges (Cont'd)4.4.9 Payphone Surcharge

Payphone Surcharge \$0.70 / per call

Payphone Surcharge is applied to all intrastate, interstate and international calls that originate from any domestic pay telephone used to access Company services. This charge is in addition to standard tariffed usage charges and surcharges.

4.4.10 Order Charge

This charge will apply per order for the following actions: ANI Swap, business to residential conversion, residential to business conversion, Change of Ownership, Add/Change/Remove Directory Listing, Add/Change/Remove Blocking Features, Add/Change/Remove Features, Add/Change/Remove Voicemail, RCF install, POTs to RCF conversion, package change, changes to seasonal lines.

This charge will also apply per order on Toll Free ANIs for, but not limited to, the following actions: Adding a Toll Free number, porting a Toll Free number, disconnecting a Toll Free number, changes such as area of service, service change, PIN change, blocking certain numbers or allowing certain numbers.

Residential Customers \$36.00 / per order

4.4.11 Service Charges

All rates apply on a per line basis, unless otherwise noted, below.

Residential Customers Service Charges

Line Installation, per line	\$80.00
Move Line, per line	\$60.00
Order Charge, per order	\$36.00

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4.0 Services, Rates, and Charges (Cont'd)**4.5 Residential Service Packages**

All plans are available to new or existing Residential customers.
The Company does not offer service to Business or Commercial customers at this time.

For plans that include "Unlimited" calling, there is a cap of 5,000 minutes per month; exceeding this cap is determined to be atypical residential use and may result in a warning, suspension or termination of services.

Unless otherwise specified, each plan detailed in Section 4.5.3 following, is 'Month to Month'; there is no term commitment.

Not all services, features, and charges included in, and associated with, the package plans in Section 4.5.3 are regulated by the Commission.

4.5.1 Residential Optional Features

Additional Optional Features below are available on all Residential Service Packages in Section 4.5.3 of this tariff.

Unlimited Directory Assistance	\$12.95
Wire-Guard (Not available in rental properties)	\$6.95
Distinctive Ring	\$4.95

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4.0 Services, Rates, and Charges (Cont'd)4.5 Residential Service Packages (Cont'd)4.5.2 Residential Packages, Miscellaneous Charges

Unless otherwise specified, when applicable, the following charges apply to the Residential Local Service Packages detailed in Section 4.5.3 of this tariff.

	Add/Change Fee	MRC	Usage Charge, Per Minute	Surcharge
800 Numbers	\$ 10.80	N/A	\$ 0.10	N/A
Travel Calling Cards	\$ 10.80	N/A	\$0.25 (U.S.) \$0.28 (Int'l)	\$ 1.25, per call
CID Name Changes	\$ 10.80	N/A	N/A	N/A
Collect Call and/or 3rd Party Blocks	\$ 10.80	N/A	N/A	N/A
Add New Service	\$ 10.80	Varies	N/A	Varies
Remove Service	\$ 10.80	N/A	N/A	N/A
Outside Move (POTS or DSL)	\$ 35.95	N/A	N/A	N/A
Feature Changes	\$ 10.80	N/A	N/A	N/A
Listing Changes	\$ 10.80	N/A	N/A	N/A
Plan Changes	\$ 10.80	N/A	N/A	N/A
Number Changes	\$ 35.00	N/A	N/A	N/A

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4.0 Services, Rates, and Charges (Cont'd)4.5 Residential Service Packages (Cont'd)4.5.3 Residential Package Plans4.5.3.A Value Phone

Basic calling plan for Residential customers

- Unlimited Local Calling
- Long Distance \$0.09 per minute in US and Canada

Features include Last Call Connect, Repeat Dial, Speed Dial and Three Way Conference Calling. A La Carte features available at additional charge.

Rates and Charges

- \$19.95 per month, Standard taxes and Fees apply
- \$6.00 End User Common Line charge added to each account per month
- Installation Fee \$39.95*
** For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

Value Phone Package Optional Features Available

	<u>Price Per Package, Per Feature</u>
Voicemail	\$4.25
Caller ID	\$5.75
Call Waiting	\$3.25
Anonymous Call Rejection	\$2.65
Call Blocking	\$3.75
Call Forwarding	\$3.25
Remote Call Forward	\$5.00

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4.0 Services, Rates, and Charges (Cont'd)

4.5 Residential Service Packages (Cont'd)

4.5.3 Residential Package Plans (Cont'd)

4.5.3.B Local Connect

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Long Distance \$0.05 per minute in US and Canada

Features include Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

Rates and Charges

- \$35.00 per month, standard taxes and Fees apply
- Installation Fee \$39.00*
** For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

4.0 Services, Rates, and Charges (Cont'd)

4.5 Residential Service Packages (Cont'd)

4.5.3 Residential Package Plans (Cont'd)

4.5.3 C Complete Connect

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Unlimited Long Distance Calling in US and Canada

Features include Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

Rates and Charges

- \$45.00 per month, standard taxes and Fees apply
- Installation Fee \$39.95*
** For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

4.0 Services, Rates, and Charges (Cont'd)

4.5 Residential Service Packages (Cont'd)

4.5.3 Residential Package Plans (Cont'd)

4.5.3.D Local Connect Plus

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Long Distance \$0.05 per minute in US and Canada

Features include Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

Includes High-Speed DSL Internet up to 8MPS. Includes Free 4 port Wi-Fi Router (shipping extra) and self-installation kit. Three email addresses, free pop-up blocker, SPAM blocker and anti-virus protection included.

Rates and Charges

- \$55.00 per month, standard taxes and Fees apply
- Installation Fee \$79.90*
** For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*
- There is a \$12.95 Modem Shipping fee that appears on the first month's invoice.

4.0 Services, Rates, and Charges (Cont'd)

4.5 Residential Service Packages (Cont'd)

4.5.3 Residential Package Plans (Cont'd)

4.5.3.E Complete Connect Plus

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Unlimited Long Distance in US and Canada

Features include Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

Includes High-Speed DSL Internet up to 8MPS. Includes Free 4 port Wi-Fi Router (shipping extra) and self-installation kit. Three email addresses, free pop-up blocker, SPAM blocker and anti-virus protection included.

Rates and Charges

- \$65.00 per month, standard taxes and Fees apply
- Installation Fee \$79.90*
** For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*
- There is a \$12.95 Modem Shipping fee that appears on the first month's invoice.

EXHIBIT H

Telecommunications Carrier Code of Conduct Form

Telecommunications Carrier Code of Conduct
Kansas Corporation Commission


As a provider of telecommunications services in the state of Kansas, Applicant, by and through its undersigned officer, commits to comply with the following:

- If applying for certification to provide local telecommunications service, provide:
 - Access to 911 and E911 services;
 - White page directory listings;
 - Access to telephone relay services;
 - Access to directory assistance;
 - Access to operator services;
 - Kansas Lifeline service discounts;
 - Link-Up service discounts (via the federal program);
 - Equal access to interLATA long distance carriers;
 - Free blocking of 900- and 700-type services
 - Interconnection on a nondiscriminatory basis with other local exchange carriers
- If requesting Eligible Telecommunications Carrier (ETC) designation, provide all applicable federal Lifeline discounts.
- Follow all applicable Commission rules and regulations, including but not limited to, billing practice standards as set out in the October 5, 2010 order in Docket No. 06-GIMT-187-GIT and subsequent billing practice standards approved by the Commission.
- Local exchange and competitive local exchange carriers will follow quality of service standards as set out in an order dated May 23, 2008 in Docket No. 95-GIMT-047-GIT and subsequent billing standards approved by the Commission.
- Maintain required registration with the Office of the Kansas Secretary of State. To contact the Kansas Secretary of State: Memorial Hall, First Floor, 120 SW 10 Ave., Topeka, KS 66612-1594 (785) 296-4564 or www.kssos.org.
- File annual reports with the Commission in accordance with K.S.A. 66-123.
- Pay all assessments due to the Commission and/or the Citizen's Utilities Ratepayer Board (CURB) pursuant to K.S.A. 66-1501, 66-1502, 66-1503, and 66-1504.
- File reports and pay assessments to the Kansas Universal Service Fund (KUSF) as set forth in K.S.A. 66-2008(a) and the Commission's December 27, 1996 Order in Docket No. 94-GIMT-478-GIT. KUSF instructions and remittance forms may be obtained online at www.gvnmw.com/usf/kansas/index.htm.

- A competitive local exchange carrier wishing to discontinue service shall notify customers and the Commission in accordance with K.A.R. 82-13-2. An inter-exchange carrier providing service in Kansas wishing to discontinue service shall notify customers in accordance with FCC regulations.
- Promptly notify the Commission of any change of address and contact information.
- Treat each customer equally to all other similarly situated customers, free of prejudice or disadvantage.
- Respect customers' right to select different telecommunications services and vendors.
- Administer procedures to prevent deceptive and unfair marketing practices aimed at potential or existing customers.
- Protect customers' right to privacy, by safeguarding records and personal information against unauthorized use.
- Respond to consumer complaints or inquiries submitted by Commission Staff thoroughly and quickly.

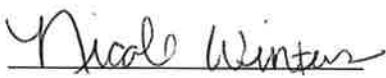
Verification

I, Jeffery W. Small, of lawful age, and being first duly sworn, now state: As an officer of the Applicant, I am authorized to and do hereby make the above commitment. Further, I acknowledge that failure to comply with the above commitments or other lawful requirements of the Commission will subject Applicant to potential fines, penalties, revocation of certification, or other sanctions and remedies.



 Jeffery W. Small
 Sr. Vice President - Corporate Development
 and Operations
 Talk America Services, LLC

Subscribed and sworn to before me on this 12th day of September, 2014.



 Notary Public



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Jeffery W. Small

Notary Public

