

REGULATIONS AND RATES

FOR END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

WITH THE STATE OF NEW JERSEY

FOR

NATIONSLINE NEW JERSEY, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by NationsLine New Jersey, Inc. (Company) with principal offices located at 3435 Chip Drive, NE, Roanoke, Virginia, 24012. This tariff applies for services furnished within the State of New Jersey. This tariff is on file with the New Jersey Board of Public Utilities, and copies may be inspected on the Company's website www.nationsline.com.

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**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

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

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by NationsLine New Jersey, Inc., hereinafter referred to as the Company, to Customers within the State of New Jersey. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the New Jersey Board of Public Utilities. In addition, this tariff is available for review on the Company's website www.nationsline.com.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Board. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Board is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 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).
- D. Check Sheets - When a tariff filing is made with the Board, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Board.

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SECTION 1.0 - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account - A Company accounting category containing one or more residential local exchange access lines billed to the same Customer at the same address.

Account Codes - Permits Customer privacy and security this type of code can be a Customer chosen PIN that must be provided before any information will be given on the account. Account codes are also provided to a Customer enabling the access of the free monthly long distance. All account codes should be protected by the Customer so others cannot access their account.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Board - New Jersey Board of Public Utilities.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - NationsLine New Jersey, Inc., the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

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

ICB - Individual Case Basis.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Long Distance - The Company provides one hour of long distance as part of the monthly package. Long distance is also available in an unlimited package. In order to use the Company provided long distance the Customer must ALWAYS utilize 1 plus dialing. The Company contracts for directory assistance service with the incumbent local exchange carrier (ILEC). Any calls made through or completed by the operator WILL NOT be completed through the Company's long distance switch. These calls will go through the ILEC switch and will result in additional charges for long distance. In many cases the per minute charges for these calls will be higher than those of the Company.

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

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

Non-Recurring Charge - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Point of Presence (POP) - Point of Presence

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that " 1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity that orders telecommunications service from . Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope:

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of New Jersey.

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

2.1.2 Use of Services

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C. The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- D. The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities 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.

2.1.4 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Terms and Conditions, (Cont'd.)

- E. Service may be terminated upon written notice to the Customer if:
 - a. the Customer is using the service in violation of this tariff; or
 - b. the Customer is using the service in violation of the law.

- F. This tariff shall be interpreted and governed by the laws of the state of New Jersey regardless of its choice of laws provision.

- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

- H. To the extent that either the Company IT any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Limitations on Liability, (Cont'd.)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- a. Any act or omission of:
 - i. the Customer;
 - ii. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or
 - iii. common carriers or warehousemen, except as contracted by the Company
 - b. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof
 - c. Any unlawful or unauthorized use of the Company's facilities and services
 - d. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services
 - e. Breach in the privacy or security of communications transmitted over the Company's facilities

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

- f. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
- g. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof not due to negligence
- h. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities
- i. Any noncompletion of calls due to network busy conditions
- j. Any calls not actually attempted to be completed during any period that service is unavailable
- k. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Limitations on Liability, (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no EXPRESS warranties or representations, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service:

- a. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
 - i. mistakes, omissions, interruptions, delays, errors or other defects in the provision of service; or
 - ii. installation, operation, failure to operate, maintenance, removal, presence, condition, locale or use of any equipment and facilities furnishing this service.
- b. Neither is the Company responsible for any infringement, nor 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 emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Customer, its users, agencies or municipalities, or the employees or agents of anyone of them.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Limitations on Liability, (Cont'd.)

I . With respect to Emergency Number 911 Service, (Cont'd.)

- c. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

2.1.6 Notification of Service-Affecting Activities

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Provision of Equipment and Facilities, (Cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- a. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - b. the reception of signals by Customer-provided equipment.

2.1.8 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.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Special Construction

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.10 Ownership of Facilities

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Board regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General:

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for
 - a. any loss, destruction or damage to property of any third party; and
 - b. any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).
- E. All service furnished by the company along the facilities between the point identified as the origination point and the point identified as the company's termination point will be furnished by the company, its agents or contractors.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

- A. The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- B. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.
- C. The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.
- D. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date or fifteen (15) days after the postmark date, whichever is later, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date or fifteen (15) days after the postmark date, whichever is later. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance in accordance with N.J.A.C. 14:3-7.13. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to New Jersey state law.
- F. The Customer will be assessed a charge of twenty-five (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may refer the dispute to the Board for resolution in accordance with NJAC 14:3-7.13.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility.

2.5.5 Deposits

The Company does not collect Customer deposits

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

- A. The Company shall, upon reasonable notice, when it can be reasonably given, have the right to suspend or curtail or discontinue service for the following reasons:
 - a. The Company may discontinue service for nonpayment of bills provided it gives the Customer at least ten (10) days written notice of its intention to discontinue. The notice of discontinuance shall not be served until the expiration of the fifteen (15) day payment period. A new notice shall be served by the Company each time it intends to discontinue service for nonpayment of a bill except that no additional notice shall be required when, in response to a notice of discontinuance, payment by check is subsequently dishonored. However, in the case of fraud, illegal use, or when it is clearly indicated that the Customer is preparing to leave, immediate payment of accounts may be required.
 - b. For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;
 - c. For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

- A. The Company shall, upon reasonable notice, when it can be reasonably given, have the right to suspend or curtail or discontinue service for the following reasons, (cont'd.),
- d. Nonpayment of a valid bill due for service furnished at a present or previous location. The Customer of record whose name appears on the bill shall be held responsible for Company service rendered. However, nonpayment for business service shall not be a reason for discontinuance of residential service, except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.16 and service shall not be discontinued for nonpayment of repair charges, merchandise charges, installation of conservation measures and other non-tariff contracted service charges between the Customer and the Company, nor shall notice threatening such disconnection be given.
 - e. Tampering with any facility of the Company.
 - f. Fraudulent representation in relation to the use of service.
 - g. Customer moving from the premises, unless the Customer requests that service be continued.
 - h. Providing a utility's service to others without approval of the utility.
 - i. Failure to make or increase an advance payment or deposit as provided for in this tariff or in accordance with Board rules and regulations.
 - j. Refusal to contract for service where such contract is required.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

- A. The Company shall, upon reasonable notice, when it can be reasonably given, have the right to suspend or curtail or discontinue service for the following reasons, (cont'd.),
- k. Connecting and operating in such manner as to produce disturbing effects on the service of the utility or other Customers.
 - l. Failure of the Customer to comply with any reasonable standard terms and conditions contained in the Company's tariff.
 - m. Where the condition of the Customer's installation presents a hazard to life or property.
 - n. Failure of the Customer to repair any faulty facility of the Customer.
 - o. For refusal of reasonable access to the Customer's premises for necessary purposes in connection with rendering of service, including the maintenance or removal of the Company's property.
 - p. A public utility may terminate service for a violation of the terms of its approved tariffs on file with the Board upon giving the Customer at least three (3) days notice of such termination unless otherwise provided for by rules, regulations or orders of the Board, except that in those situations where a hazardous condition prevails the utility may terminate service without notice.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

B. Residential Exemption

- a. The Company shall not discontinue residential service except between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday, unless there is a safety related emergency. There shall be no involuntary termination of service on Fridays, Saturdays, Sundays or on the day before a holiday or on a holiday absent such emergency. No service shall be discontinued unless the Customer's arrearage is more than \$50.00 or the account is more than 3 months in arrears.
- b. Service shall not be terminated for nonpayment of bills rendered unless the Company has confirmed that appropriate payment has not been received through the end of the notice period; that payment has not been posted to the Customer's account at the opening of business on the day on which termination may occur.
- c. If a residential Customer offers payment of the full amount or a reasonable portion of the amount due at the time of termination, a Company representative will accept payment without discontinuance of service and provide the customer with a receipt.
- d. The Company shall not discontinue service because of nonpayment of bills in cases where a charge is in dispute, provided the undisputed charges are paid and a request is made to the Board for an investigation of the disputed charge. In such cases the Company shall notify the Customer that unless steps are taken to invoke formal or informal Board action within 5 days, service will be discontinued for nonpayment. Once a formal or informal dispute is before the Board, all collection activity on the charge in dispute shall cease. When the Board has determined that a formal or informal dispute has been resolved, the Company will provide at least 7 days written notice before service may be discontinued.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

B. Residential Exemption, (Cont'd.)

- e. Discontinuance of residential service for nonpayment is prohibited if a medical emergency exists within the premises that would be aggravated by a discontinuance of service and the Customer gives reasonable proof of inability to pay. Discontinuance will not occur for a period of up to 2 months when a Customer submits a physician's statement, in writing, to the Company as to the existence of the emergency, its nature and probably duration, and that termination of service will aggrieve the medical emergency. Recertification by the physician as to a continuance of the medical emergency shall be submitted to the Company after 30 days. However, at the end of such period of emergency, the Customer shall still remain liable for payment of services rendered subject to the provisions of N.J.A.C. 14:3-7-13. During the period of medical emergency the Customer shall pay telephone tolls that are in excess of the average bills of the six months preceding the first 30 day period.
- f. The Company will make good fair efforts to determine which of its residential Customers are over 65 years of age, and shall make good faith efforts to notify such Customers of discontinuance of service by telephone in addition to notice by regular mail.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd)

2.5.7 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modify any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 General, (Cont'd.)

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Limitations of Allowances, (Cont'd.)

- F. During any period when the Customer has released service to the Company for routine maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during anyone 24-hour period shall be combined into one cumulative interruption.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3 hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for anyone month period.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12- month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Nm-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.9 Transfers and Assignments

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

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card i; a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network, (cont'd.)

- D. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- E. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- F. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2.11 Notices and Communications

- 2.11.1 The Customer shall designate on the service order an address to which the Company may mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2 The Company shall designate on the service order an address to which the Customer may mail notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on the bill.
- 2.11.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notice and other communications of either party and all bills mailed by the Company shall be presumed to have been delivered to the other party on the third business day following placement of the notice communication or bill with the US Mail or private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices or other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.12 Cancellation by Customer

- A. Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features.
- B. If the Customer cancels service prior to the Company processing any orders to change service the Customer will receive refunds as follows:
 - a. If the customer cancels within the first 10 days and no order has been placed in those 10 days a full refund will be provided.
 - b. If the customer cancels after the 10 days and work has already begun on the account the customer will be charged a \$20.00 cancellation fee.
 - c. If the Customer's service is already placed at the NID, there will be no refund.

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SECTION 3.0 -SERVICE AREAS

3.1 Exchange Service Areas

The Company will mirror the services areas of Verizon

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SECTION 4.0 -BASIC SERVICES AND RATES

4.1 Call Timing for Usage Sensitive Services

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

- A. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- B. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

4.1.2 The following calling price structure is the billing standard for all service packages.

A. Intralata Calling

Intralata calls will be billed at \$0.019 per minute of use billed in whole minutes.

B. Intrastate Calling

Will be billed at \$0.079 per minute of use billed in whole minutes.

C. Interstate Calling

Interstate or state-to-state calling will be billed at \$0.049 per minute of use billed in whole minutes.

4.1.3 Distance Calculations

The Company does not offer distance sensitive services.

4.1.4 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

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SECTION 4.0 -BASIC SERVICES AND RATES, (CONT'D.)

4.2 Referral Program

Any existing Customer who refers a potential customer to the services listed below will receive a one-time credit should the referred customer subscribe to and remain a customer for at least 30 days. The referred customer must provide the name of the existing Customer who made the referral upon ordering the new service. The credit is applied only once to the Customer~ next scheduled bill and expires with that bill. The credit does not apply separately for interstate intrastate service and cannot be redeemed for cash.

Referral Credit Referral Credit:

\$20.00 for the referring customer. The referred Customer will receive 500 minutes of long distance.

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SECTION 4.0 -BASIC SERVICES AND RATES, (CONT'D.)

4.3 Company Network Bundled Service Packages

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4.3.1 General

Where the company offers basic local exchange service using its own switch these services are offered as part of a bundle or package of telecommunications services. All packages include local service and one hour of long distance service. The long distance services are only available as part of the bundled local service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

T/N

In order to use the Company provided long distance the Customer must ALWAYS utilize 1 plus dialing or a company provided 800 number. The Company contracts for directory assistance service with the incumbent local exchange carrier (ILEC). Any calls made through or completed by the operator WILL NOT be completed through the Company's long distance switch. These calls will go through the ILEC switch and will result in additional charges for long distance. In many cases the per minute charges for these calls will be higher than those of the Company.

N

4.3.2 Company Network Service Features

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- A. These features are offered subject to availability of suitable facilities. Certain features may not be available with all classes of services.
- B. In the event the Company adds custom calling features to its Network Exchange Bundled Services, such features will be available upon the tariff effective date (where technically feasible) to all new Customers. Existing Customers will be informed of the new features availability but must contact the Company to obtain the new features. Any Service Order Charges, which would normally apply, will be waived.
- C. Speed Calling -This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.
- D. Caller ID with Name and Number -Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

D

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SECTION 4.0 -BASIC SERVICES AND RATES, (CONT'D.)

4.3 Company Network Bundled Service Packages, (Cont.)

T

4.3.2 Company Network Service Features (con't)

T

- E. CALL WAITING OR CALL WAITING WITH CALLER ID WITH NAME - Call Waiting is available in all areas, Call Waiting with Caller ID with Name will be provided where available. This service provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. If the Customer has Call Waiting with Caller ID with name the Customer will also be able to see the caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first caller hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e. CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the caller's telephone number, will be substituted. N
- F. Call Forwarding -Variable -a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.
- G. Call Trace - Allows a called party to initiate an automatic: trace of the last call received. Call Trace is available on a usage basis only. After receiving the call that is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them.
- H. Call Blocking. Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pro-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion.
- I. Three Way Calling -Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.
- J. Caller ID Block Blocks the subscribers number (Caller ID) delivery on all outgoing calls. Calls can be unblocked on a call by call basis by dialing *89 N
N

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SECTION 4.0 -BASIC SERVICES AND RATES, (CONT'D.)

- | | | |
|--------------|---|------------------|
| 4.3 | Company Network Bundled Service Packages, (Cont.) | T |
| 4.3.2 | Company Network Service Features (Con't) | T |
| | K. Call Back allows a subscriber to manage outgoing calls by making a call to the last number called. After making the call the subscriber hangs up and then enters *66. This allows the called line to be checked periodically for 30 minutes. When both lines are idle, the calling party hears a special ring. When the caller picks up the called party's line rings. | N

N |
| | L. Select Call Block allows the subscriber to create a reject list of numbers. Calls from these numbers receive a fast busy signal and the subscribers telephone does not ring. | N
N |
| | M. Call Forwarding Busy allows the subscriber to forward calls when their line is busy. | N |
| | N. Call Forwarding No Answer allows subscribers to forward incoming call when they are not available to answer | N
N |
| | O. Call Reject Allows the subscriber to reject calls from person who have blocked their caller id. | N |
| | P. Call Transfer Allows the subscriber to transfer a call to another number. | N |
| | Q. Revertive Call allows the caller to set up a talk path with other telephones on a single line. Subscriber dials their own telephone number, listens for a confirmation tone and hangs up to allow all telephones on the line to ring. | N

N |
| | R. Selective Call Acceptance allows the subscriber to receive incoming calls only from a specific list of up to 10 numbers. An incoming call from a number that is not on the list routes to an announcement that states the party will not receive the call. The subscriber is not notified when a call is rejected. | N

N |
| | S. Selective Call Forwarding allows subscribers to forward calls from preselected numbers, up to ten numbers, to another telephone number. When activated only calls from the selected numbers will be forwarded. | N

N |
| | T. Unlisted Number is provided at an additional \$5.00 per line. | N |
| | U. Many features such as Three-Way Calling and Return Call can be accessed on a per usage basis. When this type of feature is used, an additional charge of \$1.00 per use will be assessed. | N

N |

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SECTION 4.0 -BASIC SERVICES AND RATES, (CONT'D.)

4.3 Company Network Bundled Service Packages, (Cont.)

4.3.3 Package Pricing

- A. **NationsLine Bronze Package** is provided using the company's own switch and is available only in areas where the company can provide service using its own switch. The basic service includes unlimited local and regional calling at the price of \$29.99, with a twelve-item feature package, the features include Caller ID, Call Waiting, Call Waiting ID, Call Forwarding, Call Return, Three-way calling, Speed Dial 30, Select Caller Block, Caller ID Block, Call Reject, Priority Call, Call Redial, plus one hour of long distance dialing no additional monthly charge. Additional long distance dialing is available and will be back billed to the customer's account at the rates specified herein. N
|
N/D
N
|
N

T/N
- B. The standard **NationsLine Package** includes everything list above plus Call Forwarding Busy; Call Forwarding No Answer; Call Transfer; Revertive Call; Selective Call Acceptance; Selective Call Forwarding. This package is available for \$39.99. |
T/N

N
- C. **NationsLine Silver Package** includes everything offered in the Bronze package plus your choice of Unlimited Long Distance or High Speed DSL Internet. This package is available for \$49.99. N
N
- D. **NationsLine Gold Package** provides all services available in the Bronze package plus both Unlimited Long Distance and High Speed DSL Internet for \$59.99. N
N
- E. Some customer service is still provisioned using UNE-P service. This way of provisioning service has been rendered obsolete by the TRO. Customers whose service is provided this way can and will continue to receive service furnished in this manner, until suspension or termination of the service. UNE-P is grand fathered and remains available only to customers receiving it. It will not affect the customer's ability to make changes so long as service remains active and current. N
|
|
|
|
N

4.3.4 Service Connection Fee

Nonrecurring charge per line: \$50.00

4.3.5 Resale Service:

- A. In areas where the company cannot provide service using its own switch service will be provided on a resale basis. T/N

N
N
- Recurring charge per month: \$39.99 N
- B. Packages of features are not available in resale and are provisioned as follows. N/D/I
 - a. Caller ID \$10.00
 - b. Call Waiting \$5.00
 - c. Call Forwarding \$5.00
 - d. 3-Way Calling \$5.00
 - e. Speed Dialing \$5.00
 - f. Call Return \$5.00
 - g. Unlisted Services \$5.00 (This service is available for the same price with any package services listed in §4.3.3. Unlisted is not part of any package) M

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SECTION 4.0 -BASIC SERVICES AND RATES, (CONT'D.)

4.3 Company Network Bundled Service Packages, (Cont.)

4.3.5 Resale Service:

- C. One hour of free long distance provisioned as part of the monthly resale service via the use of a 1-800 access number. The company can provide additional long distance to resale customer. This service is billed at \$0.049 per minute state-to-state and \$0.079 per minute for instate toll calling. International calling is available and those rates are outlined in the company's product and service guide available on the web at www.nationsline.com. There is no unlimited package available for the resale customer.

In order to use the Company provided long distance the Customer must ALWAYS utilize the 800 dialing. The Company contracts for directory assistance service with the incumbent local exchange carrier (ILEC). Any calls made through or completed by the operator WILL NOT be completed through the Company's long distance switch. These calls will go through the ILEC switch and will result in additional charges for long distance. In many cases the per minute charges for these calls will be higher than those of the Company.

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SECTION 4 - BASIC SERVICES (CONT'D)

4.3 Company Network Bundled Service Packages, (Cont.)

4.3.6 Service Charges

- A. These charges are nonrecurring in that they are only applied once or occasionally to the account.
Connection Charge \$50.00
- B. Line Change, charged when features are added or changed after an account is established or when a telephone number is changed after the establishment of the account is \$20.00 per occurrence.
- C. Reconnection Fee applies if the account has been suspended and is reconnected at the Customers request and the reason for the suspension has been rectified. \$30.00 per occurrence.
- D. Transfer of Service Charge. Primary Line -applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.
- E. Technician Dispatch Charge -A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer~ premises is necessary to isolate a problem reported to the Company but identified by the Company technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request. \$75.00

4.4 Directory Assistance Services

- A. A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. There are no call allowances. A maximum of two (2) requested telephone numbers are allowed per call. The calls will be billed at \$0.75 for local directory assistance and \$1.50 for National. An additional \$0.50 will apply if the operator completes the call.
- B. A telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.
- C. Access to 0+ and 0- dialing will be blocked by the company. Customers should not be able to make this type of call. If the calls are made the customer will be billed as detailed in this tariff.

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N

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES, (CONT'D)

5.1 Carrier Presubscription

5.1.1 General

- A. Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intralata and interlata toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an Intralata or Interlata toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.
- B. Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.
- C. Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.11.4 below:

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.1 Carrier Presubscription, (Cont'd.)

5.1.4 Presubscription Procedures

- A. A new Customer will be asked to select intralata and interlata toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer~ order for service. All new Customers: initial requests for intralata toll service presubscription shall be provided free of charge.
- B. If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intralata and interlata carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that they will be given 90 calendar days in which to inform the Company their choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of the choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.
- C. Customers of record may initiate an intralata or interlata presubscription change at any time, subject to charges. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intralata carriers to aid the Customer in selection.

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SECTION 6.0 -PROMOITIONAL OFFERINGS

6.1 Special Promotions

The Company may, from time to time, offer services in this tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Board when so required. All rates and terms contained in this tariff shall continue to apply unless specifically addressed in the promotional agreements.

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7.0 Business Services**7.1 Unbundled Business Service**

Unbundled Business Service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Company as the presubscribed carrier for local calling concurrent with enrollment for this service. Unbundled Business Service provides Customers with the option of selecting Company for toll services.

A. Local Exchange Service1. Local Access Line

Local Business Line	
Monthly Rate	\$49.99
Service Connection Fee,	
One-time charge per line ¹	
Per Line	\$100.00

2. Local Exchange Service

Local exchange service is billed in one (1) minute increments.

Rate Per Minute:	\$0.020
------------------	---------

3. Toll Service Toll service calls include intrastate toll calls and interstate toll calls. Toll calls will be billed in sixty (60) second increments.

<u>Toll calls</u>	
Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

4. Features:

Subject to availability, the following features are available at a cost of \$5.00 per month, per feature: Call Waiting with Caller ID, Three Way Calling, Call Forwarding, Return Call, and Speed Dialing.

Subject to availability, Caller ID is available at a cost of \$10.00 per month.

¹ Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to NationsLine. The charge will apply if additional lines are transferred to NationsLine after the initial order.

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7.0 Business Services

7.1 Unbundled Business Service

B. Termination of Domestic Usage

The "cost per minute" outlined above is based on the assumption that the customer will terminate at least 80% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC") and subject to such RBOC's tariffed access charges. Company will apply a surcharge of \$0.04 per minute of use to the number of minutes by which the customer's non-RBOC termination (being defined as "the sum of outbound minutes which terminate in non-RBOC areas plus inbound (toll-free) minutes which originate in non-RBOC areas") exceeds 20% of the customer's total domestic usage. For purposes of this calculation, the Operating Company Number ("OCN") of the originating or terminating ANI will be used. OCN numbers of 9000 and above are classified as RBOC and OCN numbers of below 9000 are classified as non-RBOC.

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7.0 Business Services**7.2 Bundled Business Service**

Bundled Business Service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Company as the presubscribed carrier for local calling concurrent with enrollment for this service. Bundled Business Service provides Customers with the option of selecting Company for toll services.

Package Price for Business Service

Primary Line, per month	\$59.99
Service Connection Fee, one-time charge per line ²	\$100.00

A. Bundled Business Service includes the following:

1. Toll Service: Toll service calls include intrastate toll calls and interstate toll calls. Toll calls will be billed in sixty (60) second increments.

Toll calls

Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

2. Local Service: A monthly allowance of 2000 free minutes of local calling. Local calls will be billed in sixty (60) second increments.

Local calls within 2000 minute allowance

Direct Dial Access	\$0.00
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Local calls above 2000 minute allowance

Direct Dial Access	\$0.039
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3. Calling Features Package: Caller ID, Call Waiting with Caller ID, Three Way Calling, Call Forwarding, Return Call, and Speed Dialing included at no charge.

² Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to NATIONSLINE.

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7.0 Business Services

7.2 Bundled Business Service

B. Services and Features

Calling Features are described in the residential service above.

Line Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at a charge of **\$10.00 per month**.

C. Termination of Domestic Usage

The "cost per minute" outlined in Section 4.5.1 above is based on the assumption that the customer will terminate at least 80% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC") and subject to such RBOC's tariffed access charges. Company will apply a surcharge of \$0.04 per minute of us to the number of minutes by which the customer's non-RBOC termination (being defined as "the sum of outbound minutes which terminate in non-RBOC areas plus inbound (toll-free) minutes which originate in non-RBOC areas") exceeds 20% of the customer's total domestic usage. For purposes of this calculation, the Operating Company Number ("OCN") of the originating or terminating ANI will be used. OCN numbers of 9000 and above are classified as RBOC and OCN numbers of below 9000 are classified as non-RBOC.

7.3 Toll Free Service

The Company will make every effort to reserve toll free (i.e., 800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.

Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

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7.0 Business Service

7.3 Toll Free Service (Con't)

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Business Service Customers who migrate their long distance service to another carrier, but who retain Company as the local service provider will keep Business Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.099
Monthly Recurring Charge, Per toll free access line:	\$20.00
Toll Free Service Installation ³ :	\$20.00
Vanity Toll Free Number Search:	\$ 9.99

7.4 Dedicated T1 Service

A. Description

Dedicated T1 Service includes the following:

1. Customer channelized high capacity (1.544 Mbps) circuit between Customer premises and its serving office for connection to services provided by Company, for local exchange access for usage-sensitive local calling and toll calling. Each circuit supports up to 24 voice lines. The rates herein are for the portion of the service dedicated to voice applications;
2. Feature: Caller ID-Number Only.

Voice channels will be provisioned with Line Hunting upon Customer request, at the rates specified in B. following.

B. Rates and Charges

Monthly Recurring Charge: The T1 circuit is provided at a pass-through of costs to Company by the underlying carrier.

³The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

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7.0 Business Service

Rates for Minutes of Use:

1. Toll Service: Toll service calls include intrastate toll calls and interstate toll calls. Toll calls will be billed in sixty (60) second increments.

Toll calls

Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

2. Local Service: Local calls will be billed in sixty (60) second increments.

Direct Dial Access	\$0.039
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- 3.0 Line Hunting: Line hunting will be provided on all T1 voice channels at a charge of \$100 per month, per circuit.

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7.0 Business Services**7.5 Rates**Service Order Charges

Primary Service Connection Charge	\$100.00
Secondary Service Connection Charge	\$100.00
Transfer of Service Charge, Primary Line	\$50.00
Transfer of Service Charge, Secondary Line	\$50.00
Technician Dispatch Charge	\$200.00
Service Order Charge	\$10.00
Toll Free Directory Listing	\$10.00
Missed Appointment Charge	\$100.00

Change Order Service Charges

Feature or Feature Pack Change Order	\$10.00
Toll Restriction Fee Order	\$10.00
Telephone Number Change Order	\$10.00
Long Distance Minutes Pack Change Order	\$10.00
Listing Change Charge	\$10.00

Miscellaneous Charges

Duplicate Invoice	\$5.00
Call Detail Report	\$5.00

7.6 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Per occasion, per voice channel \$50.00

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7.0 Business Services**7.7 Temporary Suspension/Restoration of Service**

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension.

Nonrecurring charge, per voice channel	\$50.00
Recurring charge, per voice channel	50% of regular service rates
Nonrecurring charge, per voice channel	\$50.00

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7.0 Business Services

7.8 Contract Service Arrangements

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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Attachment A Construction Charges and Other Special Charges

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Attachment A Construction Charges and Other Special Charges

A.1 General

Construction charges, where applicable, are in addition to the established nonrecurring charges and monthly rates for the furnishing of service to the customer.

A.2 Construction on Public Highways or Other Easements

The normal method of constructing distribution facilities, i.e., aerial or underground, will be determined by the Company according to the conditions in each case, except as provided for under "Extensions for New Real Estate Additions" in A.6 below.

The ownership of poles used in the provision of telephone service is vested either in the Company or in some other company with which the Company has a joint user agreement.

Normally, no charges apply for extending telephone plant along public roads, highways, rights-of-way or easements, except for Conditions Involving Special Construction as described below.

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A.3 Construction on Private Property

A.3.1 Service Entrance Facilities

1. Charge Treatment for Construction Required for Changes to Existing Service Entrance Facilities

a. Change in Aerial Service Construction

Where it is necessary to remove or relocate the pole at which an aerial service connection terminates, the service connection will be re-established by the Company by the most practicable method, i.e. aerial or underground or a combination of both. Charges based on cost may apply for the work to be done except in those cases where the reason for the change is beyond the control of the customer and the service connection is re-established by the most practicable method. In this event, the service connection is normally re-established at no charge to the customer.

b. Change in Underground Service Connection

Where it is necessary to remove or relocate the manhole at which an underground service connection terminates, the service connection will be re-established by the Company by the most practicable method, i.e., aerial or underground or a combination of both. Charges based on cost may apply for the work to be done except in those cases where the reason for the change is beyond the control of the customer and the service connection is re-established by the most practicable method. In this event, the service connection is normally re-established at no charge to the customer.

c. Change from Aerial to Underground or Underground to Aerial Construction at the Customer's Request

The charge treatment is based on cost plus in all cases the charge applicable to a new service connection of the facilities.

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A.3.2 Construction Required for Service to an Additional Termination Point

1. General

- a. A customer's main telephone billing number must terminate at the customer's RDP. A customer's RDP and ATP must be located on the same property. Only supplemental services, billed to the main billing number or billed separately to the same customer at the same address, may be terminated at an ATP.
- b. A customer may request multiple ATPs on the same or different floors in a single or multi-tenant building or in the same or different buildings on a single or multi-tenant campus.

A.4 Maintenance and Repair

1. Circuits on private property, up to and including the RDP, are maintained and replaced at the expense of the Company except that:
 - a. Where wire is buried in a trench provided by the customer, and the customer renders access to the circuits unusually expensive, e.g., lays a concrete walk or driveway over the circuits or places expensive shrubbery over them, he/she will be required to bear the unusual expense incurred in opening and closing the trench in connection with maintenance of the circuits, or if he/she desires, the Company will establish service by means of the normal method of construction at the normal construction charge treatment. In the latter event, the charge applicable to a new service connection of facilities also applies.
 - b. In connection with wire buried by the Company, where repairs or replacements are made necessary under circumstances similar to those in the paragraph "a" above, such repairs or replacements will be made by the most practicable method, i.e., buried or aerial, as the case may be. If the most practicable method is aerial and the customer desires underground, he/she must open and close the trench, the charge applicable to a new service connection of the facilities also applies.

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A.5 Extension to Serve New Customers

1. Descriptions/Regulations

- a. Applicant, as used herein, means the subdivider, developer, builder or owner applying for the construction of a telephone distribution system to service one or more new customers.
- b. An extension mean the construction or installation of plant and/or facilities by the Company to provide service from existing plant and/or facilities to one or more new customers, and also means the plant and/or facilities themselves. This term includes all plant and/or facilities for transmission and/or distribution, whether located on a public street or right of way, or on private property, including the wire, cable, pipe, conduit or other means of conveying a service from existing plant and/or facilities to each unit or structure to be served from existing plant and/or facilities to each unit or structure to be served. The extension ends at the point where the service connects to the RDP.
- c. The Company is not required to construct, own, operate or maintain an extension on any property unless the Company is legally authorized to do so, for example through an easement or right-of-way. The applicant shall ensure that the Company is provided with such legal authority, at no cost to the Company and with no requirement for condemnation of the property.
- d. In constructing and operating of an extension, the Company shall use equipment and practices that meet all applicable requirements which are consistent with industry best practices and standards and the Company's minimum system design standards, unless requested otherwise by the applicant.
- e. Connections from the existing telephone distribution system to the underground system installed within the applicant's subdivision are made by an extension of existing facilities in the normal method of construction along the established route which will serve the extension by means of overhead facilities, the Company's facilities may also be provided by means of overhead construction

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A.5 Extension to Serve New Customers (Con't)

1. Descriptions/Regulations (Con't)

- f. The Company, customers, applicants, developers, builders, municipal bodies and other persons shall cooperate fully in order to facilitate construction of an extension at the lowest reasonable cost consistent with system reliability and safety. This includes sharing trenched where practicable, coordinating scheduling and other aspects of construction to minimize delays and to avoid difficult conditions such as frozen or unstable soils.
- g. If an applicant requests an extension that will serve both a designated growth area and an area not designated for growth, the Company will pay for, or financially contribute to, the portion of the extension that is necessary to serve a designated growth area, except as provided for herein. The Company will not pay for or contribute financially to the portion of the extension that will serve an area not designated for growth unless the area was determined to be exempt under the N.J.A.C. 14:3-8.2.
- h. The Company is eligible to apply for cost recovery under a Targeted Revitalization Incentive Program (TRIP) charge in accordance with N.J.A.C. 14:3-10.
- i. The applicant shall furnish the items listed below without charge and in sufficient time in the judgment of the Company for it to meet service requirements.
 - i. Rights-of-Way and easements suitable to and without cost to or condemnation by the Company;
 - ii. The preliminary or tentative subdivision map which has been submitted to and approved by the appropriate authorities, showing the full layout of the subdivision to be developed in order to facilitate planning for the cables;
 - iii. The final subdivision map of the section of the subdivision that has received final approval by the appropriate authorities and which the applicant proposed to develop in the immediate future. The map shall be furnished in both paper and electronic (CADD) format.

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A.5 Extension to Serve New Customers (Con't)

- iv. A written estimate of the date on which telephone service will initially be required and the time schedule for the full development of the section; and
- v. Documentation, which includes detailed plans of the development to enable the Company to determine if the development is in an "area designated for growth" as defined in N.J.A.C. 14 3-8.2 and depicted on a copy of the most current State Plan Policy map prepared by the State Planning Commission, or is in an area not designated for growth but has been determined to be exempt and eligible for the same treatment as an area designated for growth.
- j. An extension to non-residential development shall be made underground if the development does not have service and the extension is located in an area where local government of the Company requires the extension to be underground. It is the property owners' responsibility to provide a suitable path or two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specifications from the public road into the building(s).

The applicant or the Company may request a special exemption from the Board of Public Utilities if this requirement will result in a hardship, inequity, or will be discriminatory to other affected parties.

- k. An extension serving a residential development of three or more units shall be underground if the development does not have service and the extension will be placed along streets that are not already served by overhead facilities. It is the property owners' responsibility to provide a suitable part or two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specification from the public road in to the building(s).

The applicant or the Company may request a special exemption from the Board of Public Utilities if this requirement will result in a hardship, inequity, or will be discriminatory to other affected parties.

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A.5 Extension to Serve New Customers (Con't)

1. The Company will start construction only after all of the following conditions have been executed and met:
 - i. Advanced construction payment and assigned contract of work;
 - ii. The rights-of-way or easements specified preceding are cleared of trees, tree stumps and other obstructions above or below grade at no charge to the Company to a width sufficient in its judgment to permit the usage of machinery and equipment, and graded to within six inches of the final grade by the applicant. Such clearance and grading must be maintained by the applicant during construction by the Company; and
 - iii. In a buried environment, furnish a trench meeting the standards and requirements of the Company. Should the applicant want to perform this work prior to the Company's scheduled construction start date, it must: (1) obtain approval from the Company; and (2) provide two (2) four-inch conduits and associated structures in accordance with the Company's layout design and specification for the Company's use. The applicant will maintain the trench until all utilities have been installed, after which time the applicant is required to backfill the trench.
- m. Where practicable, as determined by the Company and the electric utility involved, electric and telephone facilities may be placed in the same trench. Where joint use of trench is practical, the Company will not commence work on an underground system unless and until the applicant has satisfied all conditions precedent to the obligation of the electric utility as well as the Company to commence work on their respective underground systems.

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A.5 Extension to Serve New Customers (Con't)

- n. Each applicant shall agree to cooperate with the Company in an effort to keep the cost of construction and installation of the underground telephone communication system as low as possible. This includes the scheduling of construction to preclude the necessity of trenching in frozen soils, or in land fill operations before soils have become stabilized.

Should unusual circumstances arise which would unreasonably delay underground service, temporary wires may be installed in whatever manner is most practical under the circumstances, provided, however, that such temporary wires shall be replaced as soon as practicable with permanent underground service.

Upon approval by the Board of Public Utilities, excess costs, if any, due to temporary installations will be charged to the applicant.

2. Schedule of Charges

- a. The costs of an extension are the actual costs incurred to construct and install the extension, including material and labor employed in the design, purchase, construction, and/or installation of the extension, including overhead directly attributable to the work, as well as overrides or loading factors such as those for back-up personnel for mapping, records, clerical, supervision or general office functions.
- b. The estimated cost for each extension is prepared in the Contract of Work and determined on an individual case basis using the most recent costs. Where pavement cutting and restoration, rock removal, blasting, difficult digging conditions or special back fill is required, charges based on the costs involved may apply.
- c. The charges herein are in addition to the charges for the furnishing of the Company's services.

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A.5 Extension to Serve New Customers (Con't)

3. Advanced Construction Payments

An applicant will be required to pay deposits contained in the Contract of Work in the form of advance construction payments based on estimated costs. Such deposits will be held without payment of interest. In addition, in all cases, the applicant will be responsible for actual costs in excess of the advance construction payments. In the event that actual costs are less than any advance construction payments, the difference will be refunded to the applicant upon completion of the extension.

Where an applicant plans construction of a development in phases, the applicant shall indicate which phases are to be treated as separate development for the purposes of determining the amount of deposit and calculating any applicable refund formula. The deposit required for each phase of the extension shall be the cost of the extension required to serve that phase of the development.

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A.5 Extension to Serve New Customers (Con't)

There are two types of advance construction payments that may be required of an applicant:

- a. Type 1 Deposits – are for extensions in “areas designed for growth” as defined in N.J.A.C. 14:3-8.2, or has been determined to be exempt and eligible for the same treatment as areas designated for growth. Type 1 Deposits may be required by the Company and are subject to a 10-year refund formula. Any portion of a Type 1 Deposit remaining unrefunded 10 years from the date the Company is first ready to render service from the extension involved will be retained by the Company. In no event shall the Company refund more than the total Type 1 Deposit amount to the applicant. The following portions of Type 1 Deposits are not refundable:
 - i. For any extension, the cost of extra service or of extra work required to provide standard service. If an applicant requests service that costs more than that which is standard, or if an extension presents an unusual situation in which providing standard service is substantially more expensive than usual, the Company may charge the applicant or the customer the extra expense.
 - ii. For any extension, the cost of the portion of the extension from the boundary of the property on which the new customers to be served are located (that is from the subdivision gate, or for an individual lot, from the curb of the lot) to the point where the service connects to the building.
 - iii. For an underground extension, the additional cost for underground service over and above the amount it would cost to serve those customers overhead.
- b. Type 2 Deposits – are for extensions in areas not designated for growth and not exempt under N.J.A.C. 14:3-8.2. Type 2 deposits are required from the applicant for the estimated cost and no portion of the deposit is subject to a refund; provided, however, in the event the actual costs are less than any advance construction payments, the difference will be refunded to the applicant upon the completion of the extension.

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