COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

INVESTIGATION OF THE FAILURE)	
OF CERTAIN NON-DOMINANT)	
TELECOMMUNICATIONS PROVIDERS)	CASE NO. 2017-00034
TO FILE REPORTS REQUIRED)	
PURSUANT TO KRS 278.140)	

ORDER

On February 21. 2017. the Commission ordered non-dominant telecommunications providers who are registered to provide service in Kentucky and whose names and last-known addresses appear in an appendix to that Order to show cause within 30 days of the date of the Order why their authority to operate in this Commonwealth should not be revoked for failure to comply with KRS 278.140. The Order, which arose from the companies' failure to file a report of the gross earnings or receipts derived from intra-state business, notified the companies that, in the absence of a timely response to the Order, each carrier's authorization to provide service in Kentucky would be revoked, its tariff, if it maintained one on file with the Commission, would be removed from the Commission's files, and its name would be stricken from the Commission's list of active utilities.

Since the Order was issued, the companies listed in Appendix A to this Order have either responded and satisfied the Commission that they should not be penalized as set forth in the Order, or they have filed their delinquent reports. The 30-day period has now expired and, in accordance the terms of the February 21, 2017 Order, the remaining

5/12/2017

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

companies are hereby notified that they are no longer authorized to provide service in Kentucky.

IT IS THEREFORE ORDERED that:

- 1. The companies listed in Appendix A are dismissed from this proceeding.
- 2. The authority of the companies listed in Appendix B to operate in Kentucky is revoked.
- Each company whose authority to operate has been revoked shall immediately cease providing service in this state and notify its customers affected by the Order that they must obtain service from another carrier.

By the Commission

ENTERED

MAY 11 2017

KENTUCKY PUBLIC SERVICE COMMISSION

ATTEST:

Executive Director

RECEIVED

5/12/2017

PUBLIC SERVICE
Case No. 2017:0000045sion
OF KENTUCKY

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 2017-00034 DATED WAY 1 1 2017

The following Companies are dismissed as parties:

Utility ID: 22205368

C.M., Inc. d/b/a Carrier Marketing, Inc.
George A Atkinson
1030 Oak Trace
Evansville, IN 47725-7138

Utility ID: 4107300 **Lycamobile USA, Inc.** Abhay Kangle 24 Commerce St., Suite 100 Newark, NJ 07102

Utility ID: 4109950
The People's Operator USA, LLC
Beth Brandenstein
c/o GSAssociates, LLC
1595 Peachtree Pkwy,
Suite 204-337
Cumming, GA 30041

Utility ID: 5056840
Wild Telecommunications, Inc.
Terry Corbin
220 Greenbriar Road
Lexington, KY 40503

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5/12/2017

PUBLIC SERVICE COMMISSION OF KENTUCKY

APPENDIX B

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 2017-00034 DATED MAY 1 1 2017

The following Companies' authority to provide service in Kentucky is revoked.

Utility ID: 5174300 **ABA Net, LLC**Jerry Flavin
2400 Research Blvd, Suite
210 Rockville, MD 20850

Utility ID: 5145000
Airnex Communications,
Inc.
Arnold Marasigan
5000 Hopyard,
Suite 240
Pleasanton, CA 94577

Utility ID: 22205468

American Broadband, Inc.
d/b/a United Network

Services

Peter Robles
3220 Keller Springs Rd. #108

Utility ID: 5179680 Angel Americas, LLC Roland J. Bopp 919 3rd Avenue, 11th Floor New York, NY 10022

Carrollton, TX 75006

Utility ID: 5056760

Beaver Telecom, LLC

Rosanne Walton
1509 McDuffie Street
Houston, TX 77019

Utility ID: 5179780
CereTel Incorporated
Thomas M Lynch
700 Melvin Ave., Suite 1
Annapolis, MD 21401

Utility ID: 5121400
Communication Options,
Inc.
Scott Halliday
921 Eastwind Drive
Suite 104
Westerville, OH 43081

Utility ID: 4107100
Flatel Wireless d/b/a Zing
PCS
Adriana Solar
9601 Worswick Court
Wellington, FL 33414

Utility ID: 5151800 Gateway Telecom, LLC d/b/a Stratus Wave Communications H. Rusty Irvin 1025 Main St., Suite 900 Wheeling, WV 26003

Utility ID: 5054810
IBFA Acquisition Company,
LLC
Baldwin Yung
353 Sacramento Street
Suite 1500
San Francisco, CA 94111

Image Access, Inc. d/b/a NewPhone Sanaullah Abbasi 7324 Southwest Freeway, Suite 475 Houston, TX 77074

Utility ID: 5015200

Utility ID: 5179750 LDC Group, LLC Esat Kabashi 4 Expressway Plaza, Suite 210 Roslyn Heights, NY 11577 Utility ID: 5056270 **NET TALK.COM, INC.** Anastasios Kyriakides 1100 NW 163rd Drive, Suite 3 North Miami Beach, FL 33169

Utility ID: 5136600 **New Century Telecom, Inc.** Karyn Bartel 3050 Royal Blvd South, #175 Alpharetta, GA 30022

Utility ID: 4109450
Pix Wireless, LLC
Andrew Taber
21346 Saint Andrews Blvd,
Suite 225
Boca Raton, FL 33433

Utility ID: 4109100 Solavei, LLC David W Van Ness 10500 NE 8th Street, Suite 1300 Bellevue, WA 98004

Utility ID: 5057400 Sunset Fiber, LLC Ryan B Elswick 333 Fraley Avenue Duffield, VA 24244

Utility ID: 5100500 Telecare, Inc. Jane A Roudebush 444 Lafayette Road Noblesville, IN 46060

Utility ID: 4103900
Total Call Mobile, Inc.

Hideki Kato 1411 W 190t Suite 700 Gardena, CA 90248

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5/12/2017

PUBLIC SERVICE COMMISSION OF KENTUCKY Utility ID: 5158800
Total Call Internation, Inc.
d/b/a Amigos Telecom
d/b/a Key Pad d/b/a
International Alliance
Hideki Kato
1411 W 190th Street,
Suite 700
Gardena, CA 90248

Utility ID: 5174000 TTUSA Acquisition, Inc. Peter Cheung 4345 E Lowell Street, Suite B Ontario, CA 91761

Utility ID: 5170400 United American Technology, Inc. Tom Anderson 700 W 15th Street #1 Edmond, OK 73013

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5/12/2017

PUBLIC SERVICE APPOINT SION Case No. 20 07-0000040cky

IBFA ACQUISITION COMPANY, LLC d/b/a FARM BUREAU CONNECTION

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF KENTUCKY

This tariff, filed with the Kentucky Public Service Commission, contains, the rates, terms, and conditions applicable to Local Exchange Telephone Services throughout the State of Kentucky.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

7/29/2005

DATE OF ISSUE:

July 27, 2005

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ISSUED BY:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM B

1850 Howard Street, Unit C Elk Grove Village, IL 60007

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

or the date indicated.					
SHEET	REVISION	SHEET	REVISION		
1	Original	36	Original		
2 3	Original	37	Original		
3	Original	38	Original		
4	Original	39	Original		
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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

7/29/2005

DATE EFFECTIVE 897 KAR 5:011

DATE OF ISSUE: July 27, 2005

ISSUED BY:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

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7/29/2005

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ISSUED BY:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- C To signify change in Meaning of text
- D To signify a decreased rate
- To signify an increased rate
- N To signify new material
- T To signify text clarification
- M To signify relocation of text without change

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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DATE OF ISSUE:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARIN BI

1850 Howard Street, Unit C Elk Grove Village, IL 60007

July 27, 2005

SION

Local Exchange Services Tariff

APPLICATION OE TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange communications services by IBFA Acquisition Company, LLC d/b/a FARM BUREAU CONNECTION to Customers within the local exchange service areas defined herein.

> PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE**

7/29/2005

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ISSUED BY:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

1. **DEFINITIONS**

Account Codes: Allows a user to allocate local calls to a digital, non-verified account code.

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

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

<u>Automatic Call Return</u>: Allows the customer to return a call to the last number received by pressing a preassigned number.

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

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

<u>Call Forward Variable</u>: Automatically routes incoming calls to a designated answering point, regardless of whether the users station is idle or busy.

<u>Call Hold</u>: Allows the user to hold one call for any length of time provided that neither party goes On Hook.

<u>Call Park</u>: Allows a User to park a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

<u>Call Pickup</u>: Allows a user to answer incoming calls to another station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pick up each others calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Commission: Kentucky Public Service Commission

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

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

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ISSUED BY:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM B

1850 Howard Street, Unit C Elk Grove Village, IL 60007

1. <u>DEFINITIONS</u> (continued)

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

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

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

Class of Service (COS): Used to prevent a station from dialing certain codes and numbers.

Company: IBFA Acquisition Company, LLC d/b/a FARM BUREAU CONNECTION, which is the issuer of this tariff.

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

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

<u>Customer Group Dialing Plan</u>: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

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

<u>Direct Inward Dialing (DID)</u>: A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

<u>Do Not Disturb</u>: Allows the user to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

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

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

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

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Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

July 27, 2005

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1. <u>DEFINITIONS</u> (continued)

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

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

<u>Least Idle Trunk Selection (LI DL)</u>: LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

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

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

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

<u>Message Toll Service</u>: Provides the customer with the ability to originate a call between points within a Local Access and Transport Area.

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

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

<u>Multiple Appearance Directory Numbers</u>: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("M F"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBXI key systems.

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

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

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

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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SECTION 9 (1)

ISSUED BY:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

1. <u>DEFINITIONS</u> (continued)

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

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

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

<u>Service Order</u>: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff1 but the duration of the service is calculated from the Service Commencement Date.

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

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

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

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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ISSUED BY:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

- 2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

7/29/2005

July 27, 2005

DATELERSECTION 9 (1)

ISSUED BY:

DATE OF ISSUE:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

2.1 Undertaking of the Company (continued)

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and will continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff will be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which will contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service will continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination will not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order will survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard of the State's choice of laws provision.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 7/29/2005

Executive Director

DATE OF ISSUE:

July 27, 2005

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ISSUED BY:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM B

1850 Howard Street, Unit C Elk Grove Village, IL 60007 1B N

2.1 Undertaking of the Company (continued)

2.1.3 Terms and Conditions (continued)

- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return all Company-provided equipment within five (5) days of termination of the service for which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

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

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

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 7/29/2005

DATE EFFECTIVE 807 KAR 5 2005

DATE OF ISSUE:

July 27, 2005

ISSUED BY:

Casimir Wojciechowski, President IBFA Acquisition Company, LLC d/b/a FARM

1850 Howard Street, Unit C Elk Grove Village, IL 60007

- 2.1 Undertaking of the Company (continued)
 - 2.1.4 Liability of the Company (continued)
 - 2.1.4.2 The Company will not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
 - 2.1.4.3 The Company will not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
 - 2.1.4.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers, facilities or equipment used for or with the services the Company offers.
 - 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
 - 2.1.4.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor(s)' equipment.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 7/29/2005

DATE OF ISSUE:

July 27, 2005

DATE EFFECTIVE 80 July 29 5000 SECTION 9 (1)

ISSUED BY:

Casimir Wojciechowski, President IBFA Acquisition Company, LLC d/b/a FARM

1850 Howard Street, Unit C Elk Grove Village, IL 60007

Executive Director

NO

- 2.1 <u>Undertaking of the Company</u> (continued)
 - 2.1.4 Liability of the Company (continued)
 - 2.1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
 - 2.1.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishings of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
 - 2.1.4.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining the necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
 - 2.1.4.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
 - 2.1.4.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company's service.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 7/29/2005

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ISSUED BY:

Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FAFM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

2. <u>Regulations</u> (continued)

- 2.1 <u>Undertaking of the Company</u> (continued)
 - 2.1.4 Liability of the Company (continued)
 - 2.1.4.12 The Company shall not incur any liability, direct or indirect to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."
 - 2.1.4.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
 - 2.1.5 Notification of Service-Affecting Activities

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

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Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM B

1850 Howard Street, Unit C Elk Grove Village, IL 60007

- 2.1 Undertaking of the Company (continued)
 - 2.1.6 Provision of Equipment and Facilities
 - 2.1.6.1 The Company shall use reasonable efforts to make services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
 - 2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
 - 2.1.6.3 Equipment installed at the customer premises shall not be used for any purpose other than that for which the Company provided it.
 - 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
 - (b) the reception of signals by Customer-provided equipment; or
 - (c) network control signaling, where such signaling is performed by Customer-provided network control signaling equipment.

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Casimir Wojciechowski, President IBFA Acquisition Company, LLC d/b/a FARM I

1850 Howard Street, Unit C Elk Grove Village, IL 60007

Executive Director

NC

2.1 Undertaking of the Company (continued)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the underlying facilities provider.

2.1.9 Telecommunications Service Priority

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

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IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer will be responsible for:

- (a) the payment of all applicable charges, either non-recurring, recurring, CS, or other charges, pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer: or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer will be subrogated to the Company's right of recovery of damages to the extent of such payment:
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air-conditioning necessary to maintain the proper operating environment on such premises;

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Executive Director

ON

2.3 <u>Obligations of the Customer</u> (continued)

2.3.1 General (continued)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, will be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (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 will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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1850 Howard Street, Unit C Elk Grove Village, IL 60007 NC SOL

2.3 Obligations of the Customer (continued)

2.3.1 General (continued)

- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

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

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

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IBFA Acquisition Company, LLC d/b/a FAFM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities provided by the Company's underlying carrier.

2.4.2 Station Equipment

- 2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment will be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein will be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During a period of such temporary discontinuance, a credit allowance for service interruption, as set forth in Section 2.6 following is not applicable.
- 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company's equipment or facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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1850 Howard Street, Unit C Elk Grove Village, IL 60007

2.4 Customer Equipment and Channels (continued)

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers, which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM I

1850 Howard Street, Unit C Elk Grove Village, IL 60007 SON ON

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. The Company must receive objections within 45 days after a statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which any Company charge is applicable, those charges may be passed on to the Customer.

- 2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- 2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and for payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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1850 Howard Street, Unit C

Elk Grove Village, IL 60007

July 27, 2005

CHECK SHEET

The title page, pages 1-44 that include Attachment A of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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

New or Revised Pages

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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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IBFA Acquisition Company, LLC d/b/a FARM BI

1850 Howard Street, Unit C Elk Grove Village, IL 60007

July 27, 2005

- 2.5 <u>Payment Arrangements</u> (continued)
 - 2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- 2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.
- 2.5.2.2 The Company shall present bills for all charges monthly in arrears to the Customer. The Company reserves the right to bill any charges in advance at its discretion.
- 2.5.2.3 The Company shall present bills for Recurring Charges and usage charges monthly to the Customer in arrears. The company reserves the right to bill Recurring Charges in advance based upon its evaluation of the Customers credit worthiness and payment history.
- 2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. A late payment fee of 1.5% per month may be applied.
- 2.5.2.5 A **\$20.00** charge will be assessed for checks with insufficient funds or nonexistent accounts.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 45 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date on which the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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IBFA Acquisition Company, LLC d/b/a FARM |

1850 Howard Street, Unit C Elk Grove Village, IL 60007 ON

2. <u>Regulations</u> (continued)

2.5 <u>Payment Arrangements</u> (continued)

2.5.4 Advance Payments

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

2.5.5 Deposits

- 2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. Deposits will be collected in accordance with 807 KAR 5:006, Section 7. The Company will pay interest on deposits at the rate prescribed by law.
- 2.5.5.2 A deposit may be required in addition to an advance payment.

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IBFA Acquisition Company, LLC d/b/a FARM I

1850 Howard Street, Unit C Elk Grove Village, IL 60007

July 27, 2005

2.5 Payment Arrangements (continued)

2.5.6 Discontinuance of Service

- 2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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IBFA Acquisition Company, LLC d/b/a FAIRM

1850 Howard Street, Unit C Elk Grove Village, IL 60007

July 27, 2005

ON

- 2. Regulations (continued)
 - 2.5 Payment Arrangements (continued)
 - 2.5.6 <u>Discontinuance of Service</u> (continued)
 - 2.5.6.6 The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:
 - 2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.6.6.1 (a-f) if:
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
 - (c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

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IBFA Acquisition Company, LLC d/b/a FAIRM

1850 Howard Street, Unit C Elk Grove Village, IL 60007

July 27, 2005

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2. <u>Regulations</u> (continued)

- 2.5 Payment Arrangements (continued)
 - 2.5.6 Discontinuance of Service (continued)
 - (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - d.1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - d.2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - d.3 Any other fraudulent means or devices; or
 - (e) Use of service in such a manner as to interfere with the service of other users; or
 - (f) Use of service for unlawful purposes.
 - 2.5.6.6.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due; or
 - 2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
 - 2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or
 - 2.5.6.6.5 Upon five (5) days written notice, excluding Sundays and holidays, for nonpayment of a bill for service.

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1850 Howard Street, Unit C Elk Grove Village, IL 60007 NC ON

- 2. Regulations (continued)
 - 2.5 <u>Payment Arrangements</u> (continued)
 - 2.5.6 <u>Discontinuance of Service</u> (continued)
 - 2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant too this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
 - 2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
 - 2.6 Allowances for Interruptions of Service
 - 2.6.1 <u>Credits for Interruptions</u>: when the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Basic Access or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

2. Regulations (continued)

2.6 Allowances for Interruptions of Service (continued)

2.6.2 <u>Limitations on Allowances</u>

No credit allowance will be made for:

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

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Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

2. Regulations (continued)

2.7 Cancellation of Service

- 2.7.1 Cancellation of Application for Service
 - 2.7.1.1 Applications for service cannot be canceled, unless the Company otherwise agrees, where the Company permits 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.
 - 2.7.1.2 where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
 - 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

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

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

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1850 Howard Street, Unit C Elk Grove Village, IL 60007

Regulations (continued) 2.

2.8 Transfer and Assignments

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

2.9 **Notices and Communications**

- The Customer shall designate on the Service Order an address to which the 2.9.1 Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

3. Service Descriptions

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two-way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The billing increments for each service is set forth in the individual product rate section.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charge for uncompleted calls.

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3. Service Descriptions (continued)

3.2 <u>Determining Applicable Rate in Effect for Measured Use Services</u>

For any measured use services, for the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

3.3 Payment of Calls

3.3.1 Late Payment Charges

Interest charges of **1.5%** per month will be assessed on all unpaid balances more than thirty days old.

3.3.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

3.4 Restoration of Service

A reconnection fee is charged when service is re-established for customers who had been disconnected for non-payment.

3.5 Local Service Areas

The Company will provide Local Exchange Service in the entire State of Kentucky. The Local calling service areas will coincide with those of the ILEC, unless otherwise specified.

Installation, monthly recurring and per minute usage charges will apply to the Company's local exchange services. An addition per-call operator service charge will apply for operator-assisted calling.

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3. <u>Service Descriptions</u> (continued)

3.6 Product Descriptions

3.6.1 Directory Listings

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

3.6.2 Directory Assistance

Customers and users of the Company's services (excluding Toll Free services) may obtain directory' assistance in determining telephone numbers within the state by calling the Directory Assistance operator. Directory Assistance is provided at the per call charge specified in Section 4 of this tariff.

A credit will be given for calls to Directory Assistance when;

- 1. The Customer experiences poor transmission or is cut-off during the call,
- 2. The Customer is given an incorrect telephone number, or
- 3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company Business Office of the problem experienced.

3.6.3 Extended and Expanded Area Calling Services

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. The Company will mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services.

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IBFA Acquisition Company, LLC d/b/a FARM F

1850 Howard Street, Unit C Elk Grove Village, IL 60007

4. Rates

4.1 Local Exchange Service Rates

The Company offers local exchange service only as part of a bundle or package of telecommunications services. All packages include local service, long distance service, (interstate and intrastate toll), and selected custom calling features. Voice Mail may be available with some packages at an additional charge. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis.

The Company provides customers with the option of obtaining a Primary Line and Secondary Line per account:

- A. Primary Line the initial local exchange access line per account.
- B. Secondary Line the second or additional line, billed to the same address as the Primary Line, the Secondary line will share the monthly call allowance with the Primary Line.

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IBFA Acquisition Company, LLC d/b/a FARM

1850 Howard Street, Unit C

July 27, 2005

Elk Grove Village, IL 60007

4. Rates (continued)

4.1 Local Exchange Service Rates

County Connect Value Plan

Zone A ¹	\$21.95☎	2 nd line	\$18.95
Includes: 300 minutes local usage: Long distance 800 Service with no monthl All standard features listed	•	\$0.035 pe \$0.089 pe \$0.099 pe	r minute
Voice Mail option is availab	le	22	7

Standard Features include:

Call Waiting Blocking of 10-10-xxx Calls Caller ID Call Waiting **Automatic Call Back** Caller ID Name & Number Delivery "00" Operator Services Call Forwarding Speed Dialing 30 Call Forwarding Busy Call Return≘≘≘ 3-way Calling Touchtone Call Forwarding Don't Answer Auto Redial Toll free access to Customer Service

2	Federal access line charge applies Certain terms and restrictions may apply	\$4.50 per month
22	Voice Mail is value-added feature priced	
	separately from the package features offered	\$4.95 per month (basic)
222	Call Return – per use fee applies	\$0.75 per use

PUBLIC SERVICE COMMISSION

Tones mirror the BellSouth Telecommunications, Inc. Kentucky General Subspribe Services Tariff

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Executive Director

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IBFA Acquisition Company, LLC d/b/a FARM B

1850 Howard Street, Unit C Elk Grove Village, IL 60007

4. Rates (continued)

8

4.1 <u>Local Exchange Service Rates</u> (continued)

County Connect Value Plan (continued)

Zone B ²	\$27.95 ≘	2 nd line	\$23.95
Long distance 800 Service w All standard fe	ocal usage: over 300 minut ith no monthly fee eatures listed below ion is available	tes \$0.035 pe \$0.089 pe \$0.099 pe	r minute r minute
Call Forwardir Call Forwardir 3-way Calling Call Forwardir	Waiting e & Number Delivery ng	Autom "00" O _l Speed	
Certain terms Voice Mail is v	s line charge applies and restrictions may apply value-added feature priced n the package features offe	·	per month

² Zones mirror the BellSouth Telecommunications, Inc. Kentuck
Zones mirror the BellSouth Telecommunications Inc. Kentucky

Call Return - per use fee applies

PUBLIC SERVICE COMMISSION by General Subscriber Services Tariff

\$0.75 per use

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1850 Howard Street, Unit C Elk Grove Village, IL 60007 MI

Zone C³

2nd line \$40.95

Rates (continued) 4.

4.1 Local Exchange Service Rates (continued)

County Connect Value Plan (continued)

\$46.95₽

<u>=</u>	one o	Ψ-0.30 =	_	11110	Ψ-10.00
	Includes: 300 minutes local usa Long distance 800 Service with no m All standard features I Voice Mail option is av	isted below	\$0.0	89 pe	r minute r minute r minute
S	tandard Features inclu Call Waiting Caller ID Call Waiting Caller ID Name & Nun Call Forwarding Call Forwarding Busy 3-way Calling Call Forwarding Don't Toll free access to Cu	nber Delivery Answer	A "(S C T	utoma 00" Op Speed	
2 2 22 22	Federal access line check Certain terms and rest Voice Mail is value-ad separately from the particular of the Call Return – per use	rictions may apply ded feature priced ackage features offered	\$	4.95 p	per month per month (basic) per use

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1850 Howard Street, Unit C Elk Grove Village, IL 60007

³ Zones mirror the BellSouth Telecommunications, Inc. Kentuck General Subspriber Services Cariff

Local Exchange Services Tariff

4.	Rates	(continued)
4.	Nates	(continued)

4.2 Kentucky Lifeline Support Charge

access line per month

\$0.08

4.3 Kentucky Relay Service Charge

per line per month

\$0.10

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July 27, 2005

IBFA Acquisition Company, LLC d/b/a FARM E

1850 Howard Street, Unit C Elk Grove Village, IL 60007

5. Special Service Arrangements

5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. The Company's rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

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IBFA Acquisition Company, LLC d/b/a FARM B

1850 Howard Street, Unit C Elk Grove Village, IL 60007

Kentucky Tariff No. 1 Original Sheet No. 42

Local Exchange Services Tariff

6. Sample Bill

PUBLIC SERVICE COMMISSION OF KENTUCKY

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Casimir Wojciechowski, President

IBFA Acquisition Company, LLC d/b/a FARM B

1850 Howard Street, Unit C Elk Grove Village, IL 60007

Connect Program

Service provided by:



Acquisition Company, LLC d/b/a FARM BUREAU CONNECTION

1850 Howard Street Unit C Elk Grove Village, IL 60007

Remittance Section	
Customer Name	CASEY WOJCIECHOWSKI
Account Number	001022
Past Due Amount	.00.
Current Charges	74.54
Due Date	5/07/04
Total Amount Due:	\$74.54
Amount Paid	\$

Please make checks payable to: IBFA Acquisition Company

CASEY WOJCIECHOWSKI 1120 THATCHER LANE ADDISON, IL 6010

hiladiadhadhadadhad IBFA ACQUISITION COMPANY, LLC d/b/a FARM BUREAU CONNECTION 1850 Howard Street, Unit C Elk Grove Village, IL 60007

0000074540010220

Please detach and return above partion with your payment.

Summary of Account		
Local Service	57.91	
Long Distance Service	16.83	
Total Current Charges	74.54	
Previous Bitt	12.45	
Payment Received	12.45	
Adjustments	.00.	
Past Due Amount	.00.	
Current Charges	74.54	
Total Amount Due	74.54	
Due Date	5/07/04	

Detail of Payments and Adjustments

Payments must arrive before the due date on the front page. See Terms & Conditions on the back of the front page for directions.

Date	Description	Adjustments	Payments
03/30/04 Totals	Payment - Thank you		12.45 12.45



Account Number: Statement Date:

001022

4/16/04

Important Messages

Customer Service can be reached at 1-800-362-3276 Monday - Friday from 7:30 a.m. until 6:00 p.m. (EST)

PUBLIC SERVICE COMMISSION OF KENTUCKY
If you have any questions about year bill. TIVE
please call Customer Service at 1.800-362-3276

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Executive Director

Page 1



Current Charges Local Service		
Local Service Charge Summary	Amount	
Billing Account 630-543-2387	57.91	
Total Local Service Charges	57.91	

		26.45 26.45 Amount
		26.45
		26.45
		Amount
		6.17
•		6.17
Qty	Rate	Amount
468.0		
70.0		
398.0	.0350	13.93
4	.6500	2.60
		16.53
State Tax		3,84
		8.76
		57.91
	468.0 70.0 398.0 4	Qty Rate 468.0 70.0 398.0 .0350 4 .6500

Management Report: Detail Monthly Recurring Charges by Line for Billing Acct. No. 630-543-2387

	Amount
For Line 630-543-2387	
Country Connect Value Package	21.95
Subscriber Line Charge	4.50
900/976 Call Blocking	.00.
3-Way Calling	.00
Speed Dialing #30	.00
Speed Dialing #8	.00
Cali Forwarding	0 0.
Call Waiting	.00.
Caller ID Name & Number	.00.
Automatic Caliback (*69)	.00
Auto Redial	.00
Caller ID / Call Waiting	.00.
TouchTone	.00.
Total for Line 630-543-2387	26.45
Total Monthly Recurring Charges for Billing Acct. 630-543-2387	26.45

Management Report: Detail Pro-Rated Monthly Charges by Line for Billing Acct. No. 630-543-2387

	Date	Amount
For Line 630-543-2387 Pro-Rated: Country Connect Value	04/08-04/15	5.12
Package		
Pro-Rated: Subscriber Line Charge	04/08-04/15	1.05
Total for Line 630-543-2387		6.17
Total Prorated Charges for Billing		6.17
Acct. 630-543-2387		

For Customer Service, please call 1-800-362-3276

PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE**

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Executive Director

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Account Name CASEY WOJCIECHOWSKI

Account Number 001022

Bill Date 4/16/04

		Quantity	Minutes	Amount
1+ Calling intrastate 1+		44	83.2	4.07
interstate 1+		31	186.1	9.25
Total 1+ Calling		75	269.3	13.32
Taxes				
Federal Tax	.42	State Tax		1.07
Federal/Other Tax	1.82			
Total Taxes				3.31

Date	Time	Called Location	•	Called Number	Minuter	Amoun
				Caned Hamber	MINISTES	Antour
-AL	LSPUR	R 573-766-0821	500KB	7.5	er en	
3/6	02:28P	MAXVILLE MC	1+	636-267-6985	17.3	.847
3/6 3/7	05.59P	MAXVILLE MO KIRKWOOD MO	1+	636-287-6986 314- 960-9 147	1.6	.660
3), t	(3.197	NEWSTOOD WIC	1+	314-900-9141	<u>.5</u>	.024
				10 m		
3/7 3/8	12:15P 09:05A	MAXVILLE MG KIRKWOOD MG	1+	636-287-6985 314-960-9147	.6 1.8	.529
3/8	09:03A	MAXVILLE MC	1+	636-267-6988	3	.085 .014
		100000000000000000000000000000000000000		3/20/2004		
3/6 3/6	09:44A 09:55A	KIRKWOOD MO KIRKWOOD MO	1+	314-960-9147	.5	024
2.0 3.68	18:31A	PARK RIDGE IL	1÷ 	314-960-9147 847- 685-8 879	.8 8.3	.D39 489
	4.00		798	14 Marie 1997		
3.7	- 24					
/13	10.08A	NORTHERODK IL	1+	647-903-7647	.3	.017
114 1114	08:02A 08:03A	KIRKWOOD MO VALLEYPARK MO	1+	314-560-2952	.3	.0:3
	U0.U3A	WALEST AND AND	1.	535-225-8491	.f.	.029
		Established Total				
1119	06.38P	ELMHURST %	3+	630-543-2387	2.4	. 14 1
k19	06.43P	KIRKINOOD MO	1+	314-950-9147	2.9	.142
/1 <u>9</u>	0546원	ELMHURST L	1+ (2002)2005006	533-543-2357	7	041
	To leave	andarda Ar	440	Eye ()		
		Backette Br				
127	11'49A	KIRKWOOD MO	#####################################	314-960-7752	7.5	.372
327	05.33P	MAXVILLE MO	1÷	636-287-6988	4.9	.24C
27	07.11P	VALLEYPARK NO		536-225-5491		250
	a grant		144		413.6	M2704
/26	08:07A	VALLEYPARK MO	12	636-225-7579	.7	034
/26	09:53A	VALLEYPARK MO	1+	636-225-8491	2.6	127
/26	10:064	KRKWOOD MO	_1÷	314-960-9147	5	629
22	10 25A	KIRIKWOĆO MC	1+	314-907-2011		.624
25	10:25A	MAXVILLE MC	1+	536-267-6965	.5 5.1	249
25	10:55A	MAXVILLE MC	1÷	535-257-5365	1.2	049
. A.		Contract of the second			990 S. W. S.	(Mary 18 18 18 18 18 18 18 18 18 18 18 18 18
otals	For 57	3-766-0821			95.2	4.75

Call Detail						
Date	Time	Called Location		Called Number	Minutes	Amoun
1120	(contin	rued)				
						Jaji
3/31 3/31	08:00P 09:15P		1+ 1+	636-287-6988 636-287-6988	.5 .9	.9245 .5441
Totals	For 11	120			174.1	8.53
Total	For 63	10-543-2387			174.1	8.53

ACCOUNT CODE SUMMARY						
	Calls	Minutes	Toll Usage	Taxes	Total Charges	
ACCOUNT CODES 1120	26	174.1	8.53	2.39	10.92	
TOTALS	26	174.1	8.53	2.39	10.92	

CALLS FOR 630-543-2387 1120

364 3/6 3/16	06:17P 01:05P 01:02P	NORTHBRO BOULDER KALAMAZO	CO	1+ 1÷ 1+	847-903-754 303-493-173 259-381-854	15.2	.044 } .7448 .0784
3/18 3/20 3/20	06:23P 02:15P 02:27P	MAXVILLE MAXVILLE MAXVILLE	MO	1+ 1+ 1+	636-287-698 636-287-698 636-287-698	120	.5973 5660 1.0633
3/24 3/24	09:34P 09:35P	BELLEVUE BELLEVUE	WA	1÷ 1÷	425-454-562 425-922-220	3. 3	.0147 .0147
3/24	09:362	REDMONO	V/A	li e	425-851-634		0147

For Customer Service, please call 1-800-362-3276

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