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July 6, 2007

Ms. Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Via Overnight Delivery & Email

Re: In the Matter of the Application of American Fiber Network, Inc. for Amended Authority to Provide Facilities-Based Competing Local Telecommunications Services

Docket No. 07-00150

Dear Ms. Dillon:

The following is our response to the correspondence received from Lisa Faust regarding the above referenced application. We will take the questions in the same order presented by Ms. Faust. Here are our responses:

- 1) American Fiber Network, Inc. is a 100% wholly-owned subsidiary of MobilePro Corporation. MobilePro owns three voice communications companies: AFN, CloseCall America, Inc., and Davel Communications. These are all separate operating companies who are autonomous in their operations and structure. However, MobilePro owns 100% of each of these entities. Let me know if further explanation is desired here.
- 2) American Fiber Network, Inc.'s registered agent in the state of Tennessee is:

CT Corporation System
800 S. Gay Street
St. 2021
Knoxville, TN 37929-9710
- 3) See attached Attachment A for a copy of a sample bill.
- 4) See the informational tariff attached as Attachment B.
- 5) To our knowledge, there have not been any customer complaints that have been filed in any jurisdiction this year.
- 6) See attached Attachment C for a copy of the notarized certificate of service on the eighteen ILECs listed in the original application under Exhibit 9.

- 7) See attached Attachment D for an executed copy of the Small and Minority-Owned Telecommunications Business Participation Plan of American Fiber Network, Inc.

Please let me know should you require any additional information. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Heath", with a stylized flourish at the end.

Robert E. Heath
EVP

Attachment A

Sample Bill

American Fiber Network, Inc.

A Division of Mobilepro
9401 Indian Creek Parkway
Building 40, Suite 280
Overland Park, KS 66062



Invoice

Account Information

ACCOUNT NUMBER: **1393**
INVOICE DATE: 7/2/2007
PAYMENT DUE: **Upon Receipt**
PAYMENT LATE AFTER: 7/25/2007

Account Summary

PREVIOUS BALANCE DUE: 27.46
PAYMENTS RECEIVED: -27.46
CURRENT CHARGES: 27.34
CURRENT BALANCE: 27.34
CREDITS AND ADJUSTMENTS: 0.00

Telecomm Products and Services

QUESTIONS ABOUT YOUR BILL? CALL 1-877-515-1155 (Option 4)

TOTAL AMOUNT DUE: 27.34

Special Message

Dear Valued Customer:

It is an honor to serve you. Should you have any questions about this invoice, please call AFN at 1-877-515-1155 (Option 4).

Go to <https://www.AFNLT.com/MyAccount>. Your Access Number is [REDACTED]

PAYMENT COUPON

Please Make Checks Payable To 'AFN Inc.' in U.S. Funds

- * Please write your account number on your check.
- * Please return this portion with your payment to ensure proper credit.

YOUR ACCOUNT NUMBER: [REDACTED]
INVOICE DATE: [REDACTED]

Due Date:	Upon Receipt
Amount Due:	27.34
Amount Enclosed:	[REDACTED]

Remit payment to:

American Fiber Network, Inc.
d/b/a AFN, Inc.
P.O. Box 172076
Kansas City, KS 66117

American Fiber Network, Inc.

Telephone Services

Telephone Line ID: [REDACTED]	[REDACTED]
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Summary of Services

Regulated Services	21.45	
Services	21.45	21.45

Taxes and Fees on Services

State and Local Sales Taxes	1.72	
Federal Excise Tax	0.71	
Emergency 911 Tax	0.75	
State Universal Service Fund	0.68	
Fed USF Combined High Cost and School	0.65	
FCC Regulatory Fee (Wireline)	0.02	
Special Municipal Charge	0.37	
Regulatory Assessment Fee	0.99	
Services, Taxes and Regulatory Fees	5.89	27.34

Detail of Services:

Regulated Services	Start Date	End Date	Days	Amount
End User Line Charge-Primary	7/1/2007	7/31/2007	31	5.75
Residential Line Charge-Primary	7/1/2007	7/31/2007	31	15.70
			Total July:	21.45
Regulated Services:				21.45
			Summary of Services:	21.45
			Taxes and Regulatory Fees on Services:	5.89
			Services, Taxes and Fees:	27.34

FCC-IMPOSED PICC FEE and REGULATORY ASSESSMENT FEE... The Pre-subscribed Inter-exchange Carrier Charge (PICC) is a monthly charge, imposed by the Telecommunications Act of 1996, allows recovery of costs associated with access to long distance through your local phone network. The Regulatory Assessment Fee helps recover expenses, including interstate access charges, and costs of regulatory compliance and proceedings.

PAYMENTS... Payments have been processed through 6/25/2007. Payments received after 6/25/2007 are not shown on this invoice. Late fees may apply if payments are not received before the due date.

End User Line Charge (EULC)... Is a fee that you pay to your local phone company that connects you to the long distance telephone network. Local telephone companies recover some of the costs of telephone lines connected to your home or business through this monthly charge on your local telephone bill. The FCC, not the state Public Utility Commissions, regulates this fee. It is not a tax or a fee charged by the government.

Attachment B
Informational Tariff

Local Exchange and Interexchange Services

AMERICAN FIBER NETWORK, INC.

GENERAL REGULATIONS FOR EXCHANGE SERVICES

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of local exchange telecommunication services and interexchange telecommunication services provided by American Fiber Network, Inc. (AFN), with principal offices at 9401 Indian Creek Parkway, Suite 140, Overland Park, KS 66210. This tariff is on file with the Tennessee Regulatory Authority ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: _____

Effective: _____

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original	38	Original
7	Original	39	Original
8	Original	40	Original
9	Original	41	Original
10	Original	42	Original
11	Original	43	Original
12	Original	44	Original
13	Original	45	Original
14	Original	46	Original
15	Original	47	Original
16	Original	48	Original
17	Original	49	Original
18	Original	50	Original
19	Original	51	Original
20	Original	52	Original
21	Original	53	Original
22	Original	54	Original
23	Original	55	Original
24	Original	56	Original
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		

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Effective: _____

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

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American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

SYMBOLS

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

- D To signify deleted or discontinued material, including listing, rate, rule or condition.
- I To signify a rate increase.
- M To signify that material has been transferred from another sheet or place in the Tariff.
- N To signify new material including listing, rate, rule or condition
- R To signify a rate reduction.
- T To signify a change in wording of text but not a change in rate, rule or condition.

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Overland Park, KS 66210

Local Exchange and Interexchange Services

TARIFF FORMAT SHEETS

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- 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 MPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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. remains 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 sheet is the most current on file with the MPSC.

Issued: _____

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Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange service by American Fiber Network, Inc. within the State of Tennessee and subject to the jurisdiction of the Tennessee Regulatory Authority.

Issued: _____

Effective: _____

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

The following definitions are used throughout this tariff.

Access Line - An arrangement which connects the customer's location to a switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Automatic Number Identification (ANI) - Allows the automatic transmission of caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Company or American Fiber Network, Inc. - The issuer of this tariff.

Commission - Tennessee Regulatory Authority

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

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, and Christmas Day.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Extended Calling Area - the area outside the basic calling area. Calls to this area result in additional charges per call.

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Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont.)

ILEC - The incumbent Local Exchange Carrier

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

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. 32-0192 for the provision and administration of communication services.

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

Local Exchange Company (LEC) - A company that furnishes exchange telephone service.

Local Exchange Services - Telecommunication services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

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.

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. These calls may not be dialed.

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

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Overland Park, KS 66210

Local Exchange and Interexchange Services**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont.)**

Residential Service - Residential Service is that service furnished to private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate or international services.

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

Service Order - 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 tariff, but the duration of the service is calculated from the Service Commencement Date.

Station-to-Station Calling - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-station calls. These calls may not be dialed. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

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Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services**SECTION 2 RULES AND 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 transmission within a Local Calling Area and between points within the State of Tennessee.

The Company installs, operates, and maintains the communication services provided herein under and in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

Company 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 any tariff or tariff of such other communications carriers.

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

The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

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American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

SECTION 2 RULES AND REGULATIONS (cont.)

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service to violation of the provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service of facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use of location of the service of facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3 Use

Services provide under this tariff may be used for any lawful purpose for which the service is technically suited.

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American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

SECTION 2 RULES AND REGULATIONS (cont.)

2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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Local Exchange and Interexchange Services

SECTION 2 RULES AND REGULATIONS (cont.)

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act or omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.5 Deposits

The Company does not collect customer deposits.

2.6 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

Issued: _____

Effective: _____

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

SECTION 2 RULES AND REGULATIONS (cont.)

2.7 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.8 Payments

Obligations of the Customer with regard to payments shall include:

- 2.8.1 The Customer shall pay outstanding charges in full within 20 days of the invoice date. Monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within twenty (20) days after the date of the invoice are considered delinquent and are subject to Late Payment Charges as outlined in this tariff.

Should the customer's bill remain unpaid after 20 days, the Company may disconnect the service once five (5) days written notice has been provided the customer.

The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

Issued: _____

Effective: _____

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

SECTION 2 RULES AND REGULATIONS (cont.)

2.8 Payments (cont.)

- 2.8.2 If required by the Company, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, if the Company considers this action necessary to safeguard its interests.
- 2.8.3 The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.
- 2.8.4 A service charge of \$20.00 shall be imposed for any payment for which a draft is returned for insufficient funds.
- 2.8.5 Any Customer who has been under billed for services rendered will be notified by the Company upon the discovery of the under billing. Notification will include the reason(s) that the under billing occurred. The Customer is responsible for payment of unbilled charges for services rendered up to and including twenty-four (24) months prior to the issuance of the notification to the Customer.
- 2.8.6 The Company does not require deposits.

Issued: _____

Effective: _____

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

SECTION 2 RULES AND REGULATIONS (cont.)

2.8 Payments (cont.)

2.8.7 A Late Payment Charge of 5% will apply to each Customer bill when the previous months bill has not been paid in full within 20 days of billing, leaving an unpaid balance carried forward. The late payment charge is applied to the current portion of the unpaid amount and is included in the total amount due on the current month's bill. The amount of the late payment penalty shall be indicated on the Customer's bill, but will not be included in the calculation of another late charge should the balance remain unpaid.

2.8.8 Disputed bills.

2.8.8.1 Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute within six months of receipt of the bill. If such written or verbal notice is not received by the Company within six months as indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.

2.8.8.2 In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Tennessee Regulatory Authority, 800-342-8359, in accordance with the Commission's rules of procedure.

2.8.8.3 Once the investigation is completed the Customer shall submit payment of any outstanding amounts deemed due, to the Company, within five (5) working days;

2.8.8.4 The commission retains the right to review billing and charges.

Issued: _____

Effective: _____

Robert E. Heath, EVP
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9401 Indian Creek Parkway, Suite 140
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Local Exchange and Interexchange Services**SECTION 2 RULES AND REGULATIONS (cont.)**

2.8 Payments (cont.)

2.8.9 Moves Adds and Changes

Upon written request from the Customer, the Company will transfer an existing service from one location to another, change from one class of service to another, or add additional services or features to specific lines and equipment. The Company may charge the Customer a non-recurring charge for such service.

2.9 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

2.10 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act of omission of any other company or companies furnishing a portion of such service.

Issued: _____

Effective: _____

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services**SECTION 2 RULES AND REGULATIONS (cont.)**

2.11 Refusal of Discontinuance by Company

The Company may refuse or discontinue service under the following conditions in accordance with Commission rules:

- 2.11.1 For non-compliance with or violation of any State, municipal, or Federal law, Ordinance or regulation pertaining to telephone service.
- 2.11.2 For use of telephone service for any other property or purpose than that described in application.
- 2.11.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.11.4 For non-compliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is given before termination.
- 2.11.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.11.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

Issued: _____

Effective: _____

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

SECTION 2 RULES AND REGULATIONS (cont.)

2.11 Refusal of Discontinuance by Company (cont.)

- 2.11.7 Without notice in the event of tampering with equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's rights to challenge the termination by filing a formal complaint with the Commission.
- 2.11.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to any an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.11.9 Without notice by reason of any order of decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

Issued: _____

Effective: _____

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Local Exchange and Interexchange Services

SECTION 2 RULES AND REGULATIONS (cont.)**2.12 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

2.13 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein.

2.14 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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SECTION 2 RULES AND REGULATIONS (cont.)

2.15 Returned Check Charge

A fee may be charged for each check returned for insufficient fund as set forth in this tariff.

2.16 Service Implementation

Absent a promotional offering, service implementation charges will apply to new service orders. The charge for new connect will be \$50.00 and conversion connect will be \$25.00. Orders to change existing service after initial installation will be \$35.00.

2.17 Reconnection Charge

The Company will charge a reconnection fee as set forth in this tariff.

2.18 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.19 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

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SECTION 2 RULES AND REGULATIONS (cont.)

2.20 Directory Listings

- 2.20.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.20.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 2.20.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.
- 2.20.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.

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2.20.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.

2.20.6 Generally, the listed address is the location of the subscriber's residence.

2.21 Universal Emergency Telephone Number Service

2.21.1 This tariff does not provide for inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

2.21.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management system only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.21.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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SECTION 2 RULES AND REGULATIONS (cont.)

- 2.21.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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Local Exchange and Interexchange Services**SECTION 2 RULES AND REGULATIONS (cont.)**

2.21 Universal Emergency Telephone Number Service (cont.)

- 2.21.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the Public Safety agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or persons, for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff; the public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and equipment associated therewith, or by any services furnished by the company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence, other than gross negligence or willful misconduct. Of the Company, its employees or agents.

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Local Exchange and Interexchange Services

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

- 3.1 Residential Service provides the Customer a single, voice grade channel, which can be used to place or received one call at a time. A Residential Service line is provided for connection of customer-provided single station sets or facsimile machines to the public switched telecommunications network.
- 3.2 The Simple Business line provides the Customer a single, voice grade channel, which can be used to place or receive one call at a time. The Simple Business line is provided for connection of customer-provided single station sets or facsimile machines to the public switched telecommunications network.
- 3.3 The Basic Business line provides the Customer the same functionality as Simple Business line service, but may be configured to include the feature of Hunting so that incoming calls to a busy line will overflow to other of the Customer's lines, which are not busy.
- 3.4 Coinless Pay Telephone Service Provider Access Line Service is a service the Company provides Coinless Pay Telephone Service Provider Access Line Service for connection of coinless programmable Customer-provided Pay Telephone equipment to the public switched network, where equipment, facilities and operating conditions permit. Coinless PSP Access Lines provide the PSP Customer with a single, analog, voice-grade telephonic communications channel that can be used to place one call at a time.

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Local Exchange and Interexchange Services**SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (cont.)**

- 3.4 The following monthly rates are flat rated for unlimited local calling and includes touch tone calling. The customer is provided access to 911, operator services, and relay services. Additionally, one directory listing in the white pages is included as well as one directory which is delivered once per annum to the service address.

ILEC Service Territory

<u>Rate Group</u>	<u>Bell South</u>		<u>Embarq</u>	
	<u>Residential</u>	<u>Business</u>	<u>Residential</u>	<u>Business</u>
1	\$ 8.30	\$33.79	\$17.50	\$39.95
2	\$ 9.26	\$34.17	\$17.50	\$39.95
3	\$ 9.84	\$37.79	\$17.50	\$39.95
4	\$12.73	\$42.49	\$17.50	\$39.95
5	\$13.04	\$42.49	\$17.50	\$39.95
Payphones	----	\$13.78		\$26.39
Measured	----	\$.0042/min		\$.0037

- 3.4.1 Initial Residential Connection Charge \$41.50
Initial Business Connection Charge \$58.50
- 3.4.2 Residential Reconnection Charge \$25.00
Business Reconnection Charge \$50.00
- 3.4.3 Premise Visit Chrgs: \$40.00 first 15 minutes
\$11.00 each add. 15 minutes

3.5 Level of Service Quality

As a reseller, service quality will reflect that received from underlying carriers.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (cont.)

3.6 Blocking

Blocking of calls originated to 900, 976, and 700 or informational numbers is available free of charge.

3.7 Expanded Local Calling

- A. Expanded Local Calling Area Service is that of furnishing communications between stations in different wire centers in the Expanded Local Calling Area for either two-point or conference service. This service is offered on a Station-to-Station basis, as wither Dial (DDD), Dialed Calling Card, or Operator, or on a Person-to-Person basis.
- B. Expanded Local Calling Area Service is provided for use by the customer and may be used by others when so authorized by the customer.
- C. Two-Point are as follows:

Mileage Bands	Initial Minute	Additional Minutes
1 - 10 miles	\$.04	\$.02
11+ miles	\$.06	\$.04

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Local Exchange and Interexchange Services**SECTION 4 - MISCELLANEOUS SERVICES**

4.1 Additional Switch Features:

Additional Features:	Bell South		Embarq	
	Resi.	Bus.	Resi.	Bus.
Call Blocking	\$5.95	\$5.50	\$5.00	\$5.00
Call Forwarding Var.	\$5.95	\$6.40	\$4.00	\$4.00
Call Forwarding- Busy	\$1.00	\$4.50	\$1.00	\$1.00
Call Forwarding-Don't Ans.	\$1.00	\$4.50	\$1.00	\$1.00
Call Rejection	\$5.00	\$6.50		
Three-way with Transfer	\$6.95	\$6.50	NA	\$5.00
Call Waiting	\$6.95	\$7.00	\$6.00	\$6.00
Caller Identification- Number	\$8.00	\$11.00	\$9.00	\$9.00
Caller Identification Name & Number	\$9.00	\$11.00	\$9.00	\$9.00
Continuous Redial	\$4.95	\$6.00	\$4.50	\$4.50
Distinctive Call Alert	\$5.00	\$6.00	\$4.50	\$4.50
Last Call Return	\$6.95	\$6.50	\$4.50	\$4.50
Priority Call	\$4.95	\$5.50	\$5.00	\$5.00
Speed Call - 8	\$4.95	\$5.00	\$4.00	\$4.00
Speed Call - 30	\$5.95	\$5.00	\$5.00	\$5.00
Three-way Calling	\$6.00	\$6.50	\$4.00	\$4.00
Hunting (per line)		\$9.00		\$5.00

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Local Exchange and Interexchange Services**SECTION 5 Long Distance Service Description**

5.1 Description of Rates and Charges

5.1.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

5.2 Taxes

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

5.2.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

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SECTION 5 Long Distance Service Description (cont.)**5.3 Service Offerings****5.3.1 AFN Switched Long Distance Service**

AFN Switched Long Distance Service is a usage based direct dialed interexchange service, which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six (6) second increments. All charges are billed monthly in arrears.

5.3.2 AFN Switched Toll-Free Service

AFN Switched Toll-Free Service provides Toll-Free calls to terminating points throughout the state of Tennessee which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll-Free calls are billed to American Fiber Network, Inc.'s Customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

5.3.3 AFN Dedicated Long Distance Service

AFN Dedicated Long Distance Service is a flat rate direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

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SECTION 5 Long Distance Service Description (cont.)**5.3 Service Offerings, (cont.)****5.3.4 AFN Dedicated Toll Free Service**

AFN Dedicated Toll Free Service provides inbound '800/888' calling to points terminating within the State of Tennessee utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888' calls are billed to the Company's Customers rather than to the originating caller. Calls are billed in six (6) second increments with an initial call duration of eighteen (18) seconds. All charges are billed monthly in arrears.

5.3.5 AFN Advantage Travel Card Service

AFN Travel Card Service is a calling card service that allows Customers to call to and from anywhere in the Tennessee. The caller dials a Toll-Free number plus their identification code for access and then enters the digits of the terminating number. Calls are billed in arrears.

5.3.6 Operator Services

Operator Service rates apply when calls are completed with the assistance of a Company operator. Operator Service rates apply to calls which are billed to a calling card or to a different telephone number (e.g., collect calls, third party billing).

5.3.7 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting Customer. Non-published telephone number information is not provided with Directory Assistance. Two queries are allowed per call.

5.3.8 Reserved for Future Use.

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SECTION 5 Long Distance Service Description (cont.)

5.4 Optional Features

5.4.1 Diskette Billing

Diskette Billing is a software application that gives Customers the ability to view and analyze long distance calls and call patterns, and to view phone bills on-line. Diskette Billing is especially useful for those Customers with a high volume of long distance phone calls.

5.4.2 Direct Termination Overflow (DTO) Dedicated Service With DTO Dedicated Service, Customers can choose to have their dedicated Toll Free service overflow automatically to another dedicated facility of their choosing.

5.4.3 Direct Termination Overflow (DTO) Switched Service With DTO Switched Service, Customers can choose to have their dedicated Toll Free service overflow automatically to a switched line of their choosing.

5.4.4 Premium Reports

The Premium Report Package provides in-depth information regarding calling patterns and includes:

- (a) Standard Reports (including optional)
- (b) Toll Free Summary Data (listing the daily call totals by rate period/cost per toll free number)
- (c) Long Call Summary (listing all calls occurring during a billing cycle that exceed a specified length of time.)
- (d) Frequently Called Summary (listing all ANIs called more than a specified number of times).

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SECTION 5 Long Distance Service Description (cont.)**5.4 Optional Features (cont.)****5.4.5 Toll Free Call Blocking by Area Code**

At the Customer's request, a Toll Free number can be blocked from access by area code parameters. Standard setup of Toll Free numbers is to allow calling access from all fifty states.

5.4.6 Toll Free Real Time Automatic Number Identification (ANI). This feature provides Customers with dedicated T-1 trunks real time ANI information with each Toll Free call received. ANI is provisioned by delivering the outpulsed digits of the originating number.

5.4.7 Toll Free Dialed Number Identification Service (DNIS) This feature provides the Customer with the dialed number identification, or dummy number, of each Toll Free received.

5.4.8 Toll-Free Time of Day/Day of Week Routing

At the Customer's request, a Toll-Free number can be routed differently based on time of day, or day of week parameters. This feature allows for a Toll-Free/888 number to be routed to multiple locations based on the pre-set pattern.

5.4.9 Verified Account Codes

Authorization codes used by the Customer to restrict and/or monitor long distance usage. Upon the Customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at the Customer's request.

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Local Exchange and Interexchange Services**SECTION 5 Long Distance Service Description (cont.)**

5.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA

FORMULA:

The square root of:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

5.6 Calculation of Time of Call

Chargeable time begins when the called party answers and a connection has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Calls are measured and billed in one-minute increments; fractional minutes of use are rounded up to the next full minute.

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SECTION 6 Long Distance Rates

6.1 Initial Rates and Charges

6.1.1 AFN Switched Long Distance Service; AFN Switched Toll-Free Service; AFN Advantage Travel Card Service; Operator Services:

Per Minute Rate	Monthly Billing Fee
0.200	\$0.00

Service Charges

Station-to-Station	\$2.50
Person-to-Person	\$5.00

6.1.2 Travel Card Service Rate:

Per Minute Rate	Monthly Billing Fee
0.250	0.00

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SECTION 6 Long Distance Rates (cont.)

6.1 Initial Rates and Charges, (con.t)

6.1.3 Directory Assistance Rates:

\$1.25 per call Long Distance

\$1.20 per call for local

6.2 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. These offerings may include the waiver of non-recurring charges, such as installation charges, and the discounting of the monthly charge for a service, by not more than 15%, over a period of time not to exceed six (6) months. All promotional rates will be filed with the Tennessee Regulatory Authority.

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SECTION 6 Long Distance Rates (cont.)

6.3 Miscellaneous Charges

6.3.1 Restoration of Service

A reconnection charge of \$25.00 shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of this tariff.

6.3.2 Late Payments

A Late Payment Charge of five percent (5%) per annum will apply to each Customer bill when the previous months bill has not been paid in full.

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7.0 SWITCHED ACCESS SERVICES**7.1 Application to Switched Access Services**

This section contains particular regulations, rates and charges applicable to the provision of Switched Access Services by the Company.

7.2 Explanation of Abbreviations

CCS	Common Channel Signaling
CCSAC	Common Channel Signaling Access Capacity
DLR	Design Layout Report
FGD	Feature Group D
LIDB	Line Information Data Base
PIU	Percent Interstate Usage
SPOI	Signaling Point of Interface
SS7	Signaling System 7
STP	Service Transfer Point
SWC	Serving Wire Center

7.3 General Service Description

Switched Access Service, which is available to Customers for their use in furnishing their own services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of terminating, switching, transport facilities and common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to an End User's premises in the LATA where it is provided.

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Local Exchange and Interexchange Services**7.0 SWITCHED ACCESS SERVICES - (cont.)**

7.4 FGD Service Description

FGD Service provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

FGD Service is provided with multi-frequency address signaling or SS7 out of band signaling. Up to 12 digits of the called party number dialed by the Customer's End User using dual-tone multi-frequency or dial-pulse address signals will be provide by the Company's equipment to the Customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the switched transport provided.

FGD Service, when used in the terminating direction, may be used to access valid NXX codes served by the Company's switch, community information services of an information provider, and other Customer services (by dialing appropriate codes) when such services can be reached using valid NXX codes. FGD may not be switched, in the terminating direction, to another Trunkside Switched Access Service.

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7.0 SWITCHED ACCESS SERVICES - (cont.)**7.4 FGD Service Description - (cont.)**

The Company will establish a trunk group or groups for the Customer at the end office switches or access tandem switches where FGD Service is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single group at the option of the Company.

The access code for FGD switching is a uniform access code of the form 10XXX or 10IXXX. These uniform access codes will be the assigned access numbers of all FGD access provided to the Customer by the Company. No access code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone service is arranged for presubscription to that Customer.

Where no access code is required, the number dialed by the Customer's End User shall be a seven or ten-digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a seven to twelve-digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0, 00, or 1 + NXX-XXX, NPA + NXX-XXX, 0, 00 or 1 + NPA + NXX-XXXX, and, when the end office is equipped for International Direct Dialing, 01 + CCNN or 011 + CC +NN.

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7.0 SWITCHED ACCESS SERVICES - (cont.)**7.4 FGD Service Description - (cont.)**

When the 10XXX or 101XXX access code is used, FGD switching also provides for dialing the digit 0 or 00 for access to the Customer's operator, 911 for access to emergency reporting service, or at the Customer's option, the end-of-dialing digit (#) for cut-through access to the Customer's premises.

A Customer may order 950 or FGD to activate a Customer's designated 950-XXXX access code. This will allow the Company to direct those designated 950-XXXX calls dialed by the Customer's End Users to the Customer's access service. The Customer must be prepared to handle normally dialed FGD calls, as well as calls dialed with the designated 950-XXXX access code which requires the Customer to receive additional address signaling. Such calls will be rated as FGD.

7.5 Ordering Procedures

Ordering and provisioning procedures for the Company's Switched Access Service are as set forth in this price list.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service including:

(a) Customer name and premises address(es).

(b) Billing name and address (when different from Customer name and address).

(c) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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7.0 SWITCHED ACCESS SERVICES - (cont.)**7.5 Ordering Procedures - (cont.)****7.5.1 Ordering Options for Access Service**

Switched Access Service is provided by the Company as trunk-side switched access with equal access capabilities compatible with industry standards for FGD Service.

7.5.1.1 Switched Access Service

When a Customer requests new or additional Switched Access Services, one or more Access Orders may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an Access Order for service, the Customer shall specify, at a minimum: information for Switched Transport as described in this price list. This information is in addition to the basic Trunkside Switched Access Service arrangement information.

7.5.1.2 Trunkside Switched Access Service

For Trunkside Switched Access Service ordered in trunks, the Customer shall specify the number of trunks and the end office when Switched Transport and Local Switching options are desired. When ordering trunks to an access tandem or FGD trunks to a Customer-provided tandem, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem or Customer-provided tandem to assist the Company in its own efforts to project further facility requirements. In addition, the Customer shall specify for terminating access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks. The

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Local Exchange and Interexchange Services**7.0 SWITCHED ACCESS SERVICES - (cont.)**

7.5 Ordering Procedures - (cont.)

traffic type must also be specified using the same categories as described in this price list, to enable efficient provisioning and billing functions.

When a Customer orders Switched Access Service in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

7.5.1.3 LIDB

When the Customer orders LIDB, the Customer must specify the Originating Point Code(s) and Location Identification Code(s) that will access the Company's LIDB per access order.

7.5.1.4 FGD with SS7

When the Customer orders FGD Service with 557 out of band signaling, the Customer must specify the CCSAC Service required between the Customer's SPOI and the Company's STP location per access order.

7.5.2 Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

If the modification cannot be made with the normal work force during normal business hours, the Company will notify the Customer. If the Customer still desires the Access Order modification, the Company will schedule a new service date. All charges for Access Order modifications will apply on a per-occurrence basis.

Issued: _____

Effective: _____

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American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Local Exchange and Interexchange Services

7.0 SWITCHED ACCESS SERVICES -(cont.)**7.5 Ordering Procedures - (cont.)****7.5.2 Order Modifications - (cont.)**

Any increase in the number of Switched Access Service facilities or trunks will be treated as a new Access Order (for the increased amount only).

7.5.2.1 Design Change

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by the Customer. Design changes include such things as a change of End User premises within the same serving wire center, the addition or deletion of optional features, functions, or a change in the type of Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package.

Design changes do not include a change of Customer premises, End User premises to a different serving wire center or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

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Overland Park, KS 66210

Local Exchange and Interexchange Services

7.0 SWITCHED ACCESS SERVICES - (cont.)**7.5 Ordering Procedures - (cont.)****7.5.2 Order Modifications - (cont.)****7.5.2.1 Design Change - (cont.)**

The Company will review the requested change, notify the Customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply.

A Design Change Charge will apply, on a per order, per occurrence basis. This charge will also apply to change an incorrect address as long as the new address is in the same wire center as the incorrect address and the change is made prior to the issuance of the Design Layout Report (DLR). If a change of service date is required, the Service Date Change Charge will apply. If the change of End User premises within the same serving wire center is requested, Expedited Order Charges may also apply.

7.5.2.2 Service Date Change

Access Order service dates for the installation of new services or rearrangements of existing services may be changed. A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed, pursuant to this price list. A new service date may be established that is prior to the original Standard or Negotiated Interval service date if the Company determines it can accommodate the Customer's request without delaying service dates for orders of other Customers.

If the service date is changed to an earlier date, the Customer will be notified by the Company that Expedited Order Charges as set forth in this price list will apply. Such charges will apply in addition to the Service Date Change Charge.

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Local Exchange and Interexchange Services

7.0 SWITCHED ACCESS SERVICES - (cont.)**7.5 Ordering Procedures - (cont.)****7.5.2 Order Modifications - (cont.)****7.5.2.2 Service Date Change - (cont.)**

When, for any reason the Customer indicates that service cannot be accepted on the service date, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 120 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

7.5.2.3 Expedited Orders

A Customer may:

- a) when placing an Access Order for service(s), request a service date that is prior to the assigned service date.
- b) request an earlier service date on a pending or negotiated Access Order, and
- c) request a change of End User premises within the same serving wire center.

If the Customer requests an earlier service date and/or a change of End User premises within the same serving wire center, and the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company.

If costs other than additional labor are to be incurred when an Access Order is expedited, the Company will develop, determine and bill the Customer for the additional costs.

7.6 Presubscription

Presubscription is a procedure whereby an End User or location provider may select and designate to the Company an interexchange carrier(s) to access, without dialing an access code for calls leaving the local service area of the Company. The interexchange carriers are referred to as the End User's or location provider's primary interexchange carrier. The End User or location provider will be allowed to select a primary interexchange carrier for intraLATA calls and a primary interexchange carrier for interLATA calls.

Should a caller wish to use the services of an interexchange carrier other than the primary interexchange carrier, it is necessary for the caller to dial the necessary access code(s) to reach that interexchange carrier's services.

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Local Exchange and Interexchange Services

7.0 SWITCHED ACCESS SERVICES - (cont.)**7.6 Presubscription - (cont.)****7.6.1 Application of Charges on Presubscription**

(a) End users or location providers placing orders for service will be asked to select a primary interexchange carrier at the time they place an order with the Company for Local Exchange Service. There will be no charge for this selection.

(b) End users or location providers that choose to change their primary interexchange carrier within one month of the effective date of their new service will not be charged for the change.

(c) Subsequent to a one-month period following installation of Local Exchange Service, for any change in selection, including a change from one access code to another access code for the same interexchange carrier, a nonrecurring charge applies. The nonrecurring charge for a primary interexchange carrier (PIC) change is billed to the End User who is the subscriber to the Local Exchange Service. However, an interexchange carrier may, at its option, may elect to pay the charge for any End User and/or location provider at any time. The nonrecurring charge for a PIC change is set forth in this price list.

7.6.2 Dispute Application for Presubscription

If the End User or location provider disputes a PIC change, the Company will investigate the origin of the change and shall restore the End User or location provider to their previous PIC. If the change was due to Company error, the End User or location provider will be returned to their previous primary interexchange carrier free of charge. If the change was submitted by an interexchange carrier, and the interexchange carrier is unable to produce the signed End User or location provider Letter of Authorization (LOA), the nonrecurring charges will be assessed to the unauthorized interexchange carrier.

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Overland Park, KS 66210

Local Exchange and Interexchange Services

7.0 SWITCHED ACCESS SERVICES-(cont.)**7.6 Presubscription - (cont.)****7.6.2 Dispute Application for Presubscription - (cont.)**

If there is a conflict between an End User, a location provider, or their respective agent, on the one hand, and an interexchange carrier on the other hand, over the designation of the primary interexchange carrier, the Company will honor the designation selected by the End User, location provider or their respective agent, regardless of any contractual obligations the End User, location provider or agent may have with one or more interexchange carriers.

If there is a conflict between an End User and/or location provider, on the one hand, and their agent on the other hand, over the designation of the primary interexchange carrier, the Company will honor the designation selected by the End User and/or location provider, regardless of any contractual obligations the End User and/or location provider may have with one or more interexchange carriers or agents.

The nonrecurring charge for an Unauthorized PIC change is set forth in this price list.

7.6.3 Cancellation of Interexchange Participation for Presubscription

If an interexchange carrier elects to discontinue all of its FGD service in the end office, the interexchange carrier is obligated to do the following:

(a) Notify the Company of the cancellation of their FOD service; and

(b) Contact all End Users or location providers that are presubscribed to the canceling interexchange carrier as their primary interexchange carrier. Inform these End Users or location providers of the cancellation and request the End Users or location providers to contact the Company to select a new primary interexchange carrier.

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Local Exchange and Interexchange Services**7.0 SWITCHED ACCESS SERVICES - (cont.)****7.6 Presubscription - (cont.)****7.6.3 Cancellation of Interexchange Participation for Presubscription - (cont.)**

The Company will bill the canceling interexchange carrier the service order charge for each End User and location provider the interexchange carrier has predesignated to it. Such charge will not apply to the canceling interexchange carrier where the canceling interexchange carrier transfers or assigns its FGD services and the associated 10XXX or 101XXX code to another interexchange carrier in such manner that the Company does not change End User or location provider records or End User and/or location provider PIC designation, or if another interexchange carrier elects to pay the service order charge on behalf of the canceling interexchange carrier.

7.6.4 Interexchange Carrier Initiated Conversions for Presubscription

When an interexchange carrier requests that their End User and/or location provider be changed from one access code to another access code on a mass conversion basis, e.g., an interexchange carrier using two or more PIC designations or an interexchange carrier assuming ownership of another interexchange carrier's End Users and/or location providers etc., charges as set forth in this price list shall apply.

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Local Exchange and Interexchange Services**7.0 SWITCHED ACCESS SERVICES - (cont.)****7.7 Billing and Jurisdictional Reporting Requirements**

The following requirements are in addition to the terms and conditions contained in the general regulations section of this price list.

7.7.1 Obligations of the Customer

The Customer must indicate a projected Percent of Interstate Use (PIU) factor in a whole number (i.e., 1-100) when ordering Switched Access Service. A Customer provided PIU factor is required on each Access Service Request (ASR).

Where jurisdiction can be determined from the call detail, the Company will develop a projected PIU factor from the call detail which will be used to bill the Customer. Where call detail is insufficient to determine the jurisdiction, the Customer will provide a Jurisdictional Report indicating the projected PIU factor. The Company will use the Jurisdictional Report to bill all interstate and intrastate rates and/or nonrecurring charges until the Company receives a revised report from the Customer.

7.7.1.1 Reporting Terminating FGD Service

For terminating access minutes on FGD, the Customer has the following options:

- (1) allow the Company to develop the projected PIU factor; or
- (2) provide the Company with a projected PIU factor.

Upon ordering terminating FGD Service, the Company will develop the projected PIU factor until the Company receives a letter from the Customer (by certified U.S. Mail return receipt requested) authorizing the Company to develop the projected PIU factor from a Customer-provided report.

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Overland Park, KS 66210

Local Exchange and Interexchange Services

7.0 SWITCHED ACCESS SERVICES - (cont.)**7.7 Billing and Jurisdictional Reporting Requirements - (cont.)****7.7.1 Obligations of the Customer - (cont.)****7.7.1.1 Reporting Terminating FGD Service - (cont.)**

Customers who choose to provide a projected PIU factor for terminating FGD access minutes shall supply a percentage in whole number (i.e., a number 0-100). The Company will designate the number obtained by subtracting the projected terminating interstate percentage from 100 as the projected terminating intrastate percentage of use. The projected PIU factor supplied by the Customer is used by the Company to apportion the terminating usage between interstate and intrastate until a revised report is received.

The Customer-provided PIU factor will be used until the Customer reports a different projected PIU factor. No prorating or back billing will be done based on the Jurisdictional Report.

7.7.1.2 Failure to Report

When the quarterly reports are not supplied by the Customer, the Company will follow the procedures set out in paragraphs (a)-(c).

a) If the Customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the PIU factors to be the same as those provided in the order for service.

b) Upon receipt of the Customer's work papers and summary, the Company will begin using the PIU factors derived from the work papers and summary

with the next billing period and will review the work papers and summary submitted within thirty (30) days from receipt of the information.

c) If after review of the information, it is determined that a billing dispute exists, the Company will continue to use the derived PIU factor and begin audit procedures.

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Overland Park, KS 66210

Local Exchange and Interexchange Services

7.0 SWITCHED ACCESS SERVICES - (cont.)

7.8 Rates

7.8.1 Application of Rates

The rates associated with Carrier Common Line Service, Switched Transport Service and Local Switching Service are applied to all access minutes of use that originate and terminate at the Company's local switch.

7.8.2 Rate Categories

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the Customer.

7.8.2.1 Carrier Common Line Service

Carrier Common Line Service provides for the use of the Company's common lines by Customers for access to End Users to furnish intrastate telecommunications service.

7.8.2.2 Switched Transport Service

Switched Transport Service provides the transmission facilities between the Customer's premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

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Local Exchange and Interexchange Services

7.0 SWITCHED ACCESS SERVICES - (cont.)**7.8 Rates - (cont.)****7.8.2 Rate Categories (cont.)****7.8.2.3 Local Switching Service**

Local Switching Service provides a switch path from the Company's local subscribers to its local switches.

7.8.2.4 Universal Service Fund

The Universal Service Fund rate will be applied to all intrastate switched access minutes of use.

7.8.3 Rating and Billing of Transport Where More Than One Company is Involved.

Switched Access Service to a Customer may involve more than one Company for the provision of transport service. Each Company will provide its portion of transport to the interconnection point with the next Company. The mileage used to calculate charges for the Company's Transport Service will be based the Company's percentage of network facilities used to provide the service. Other companies involved with the transport service may bill according to their own tariffs or price lists.

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Overland Park, KS 66210

Local Exchange and Interexchange Services**7.0 SWITCHED ACCESS SERVICES - (cont.)****7.8 Rates - (cont.)****7.8.4 Carrier Common Line Service Rates**Rate Per Access Minute

	<u>Bell South</u>	<u>Embarq</u>
Terminating, per access minute	\$0.02428	ICB
Originating, per access minute	\$0.02428	ICB
800 database query	\$0.00431	\$0.009085

7.8.5 Switched Transport Service RatesRate Per Access Minute

	<u>Bell South</u>	<u>Embarq</u>
	<u>Fixed</u> <u>Per Mile</u>	<u>Fixed</u> <u>Per Mile</u>
Switched Transport	\$0.01	\$0.01

7.8.6 Local Switching Service RatesRate Per Access Minute

	<u>Bell South</u>	<u>Embarq</u>
Local Switching	\$0.005	\$0.007404

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 Overland Park, KS 66210

Local Exchange and Interexchange Services**7.0 SWITCHED ACCESS SERVICES - (cont.)****7.8 Rates - (cont.)****7.8.7 Service Date Change Charge**

	<u>Bell South</u>	<u>Non-Recurring Charge</u> <u>Embarq</u>
Per Order	\$40.00	\$40.00

7.8.8 Design Change Charge

Per Order	\$50.00	\$50.00
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7.8.9 Expedited Order Charge

Per Order	\$35.00	\$35.00
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7.8.10 Presubscription Rates and Charges

	<u>Non-Recurring Charge</u>
PIC Change, per line	\$10.00
Unauthorized PIC Change, per line	\$20.00
Interexchange Initiated Conversion, per line	\$10.00

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Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Attachment C

Notarized Certificate of Service

AFFIDAVIT OF SERVICE

I, Robert E. Heath, on the 8th day of June, 2007, served the all the entities on the attached list with notification of this application

 X by depositing in the United States Mail a true and correct copy thereof, properly enveloped with postage prepaid.

 by personal service

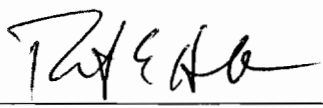
 by express mail

 by delivery service (UPS Overnight)

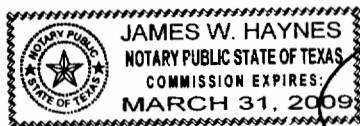
County of Dallas)
) s/s
State of Texas)

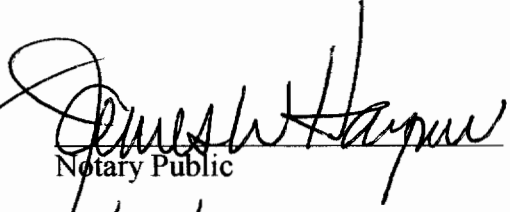
I, Robert E. Heath, being first duly sworn, depose and state that I am an authorized representative of American Fiber Network, Inc., the Applicant in the subject proceeding; that I am authorized to make this verification on behalf of American Fiber Network, Inc.; that I have read the foregoing application and exhibits and know the content thereof; that the same are true and correct to the best of my knowledge, information, and belief.

Executed on this 6th day of July, 2007.

By: 
Name: Robert E. Heath
Title: EVP for American Fiber Network, Inc.
Company: American Fiber Network, Inc.

Subscribed to and sworn before me this 6th day of July, ~~2006~~ ²⁰⁰⁷.




Notary Public

My Commission expires on 3/31/2009

LISTING
Incumbent Local Exchange Service Providers
Certified in Tennessee
(Facilities-Based)

1) Ardmore Telephone Company, Inc.
P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449
(205) 423-2131
(205) 423-2208 (Fax)

2) BellSouth/AT&T
333 Commerce Street
Nashville, TN 37201-3300
(615) 214-3800
(615)214-8820 (Fax)

3) Century Telephone of Adamsville
P.O. Box 405
116 N. Oak Street
Adamsville, TN 38310
(901) 632-3311
(901) 632-0232 (Fax)

4) Century Telephone of Claiborne
P.O. Box 100
507 Main Street
New Tazewell, TN 37825
(423) 626-4242
(423) 626-5224

5) Century Telephone of Ooltewah-Collegedale, Inc.
P.O. Box 782
5616 Main Street
Ooltewah, TN 37363
(423) 238-4102
(423) 238-5699 (Fax)

LISTING
Incumbent Local Exchange Service Providers
Certified in Tennessee
(Facilities-Based)

6) Citizens Communications Company of Tennessee
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

7) Citizens Communications Company of the Volunteer State
P.O. Box 770
300 Bland Street
Bluefield, WV 24701

8) Loretto Telephone Company, Inc.
P.O. Box 130
Loretto, TN 38469
(931) 853-4251
(931) 853-4329 (Fax)

9) Millington Telephone Company, Inc.
P.O. Box 429
4880 Navy Road
Millington, TN 38083-0429
(901) 872-3311
(901) 872-0022 (Fax)

10) Embarq
112 Sixth Street
Bristol, TN 37620
(423) 968-8161
(423) 968-3148 (Fax)

11) TDS Telecom-Concord Telephone Exchange, Inc.
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610
(423) 966-5828
(423) 966-9000 (Fax)

LISTING
Incumbent Local Exchange Service Providers
Certified in Tennessee
(Facilities-Based)

12) TDS Telecom-Humphreys County Telephone Company
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552
(931) 535-2200
(931) 535-3309 (Fax)

13) TDS Telecom-Tellico Telephone Company, Inc.
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009
(423) 671-4600
(423) 253-7080 (Fax)

14) TDS Telecom-Tennessee Telephone Company
P.O. Box 18139
Knoxville, TN 37928-2139
(423) 922-3535
(423) 922-9515 (Fax)

15) TEC-Crockett Telephone Company, Inc.
P.O. Box 7
Friendship, TN 38034
(901) 677-8181

16) TEC-People's Telephone Company, Inc.
P.O. Box 310
Erin, TN 37061
(931) 289-4221
(931) 289-4220 (Fax)

LISTING
Incumbent Local Exchange Service Providers
Certified in Tennessee
(Facilities-Based)

17) TEC-West Tennessee Telephone Company, Inc.
P.O. Box 10
244 E. Main Street
Bradford, TN 38316
(901) 742-2211
(901) 742-2212 (Fax)

18) United Telephone Company
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034
(931) 364-2289
(931) 364-7202 (Fax)

Attachment D

Executed Small and Minority-Owned Telecommunications Business Participation Plan

AMERICAN FIBER NETWORK, INC.

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS
BUSINESS PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, American Fiber Network, Inc. (“Reseller”) submits this small and minority-owned Telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to resell intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Reseller is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Reseller will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, Reseller will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Reseller of such opportunities. Reseller’s representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, Reseller will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. ADMINISTRATION

Reseller's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Reseller's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Robert E. Heath
American Fiber Network, Inc.
9401 Indian Creek Parkway, St. 140
Overland Park, KS 66210
Telephone: 913-338-2658
Facsimile: 913-661-0538

The Administrator's responsibilities will include:

(1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.

(2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.

(3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.

(4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.

(5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.

(6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.

(7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.

(8) Providing information and educational activities to persons within CLECI and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce

The Tennessee Department of Economic and Community Development

The United States Department of Commerce Small Business

Administration Office of Minority Business

The National Minority Supplier Development Counsel

The National Association of Women Business Owners

The National Association of Minority Contractors

Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above.

Additional efforts to provide opportunities to small and minority-owned businesses will include:

- (1) Offering, where appropriate and feasible, small and minority-owned businesses.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within Reseller and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
Small Business Administration
Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above.

Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses

assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

Reseller will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Reseller will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan. Reseller will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Reseller will cooperate fully with any Surveys and studies required by the Tennessee Regulatory Authority.

American Fiber Network, Inc.

By: 
Robert E. Heath
Executive Vice President

Dated: May 31, 2007