



Molly Loughney Melius
Direct: (615) 252-2333
Email: mmelius@babc.com

September 26, 2012

Chairman, Tennessee Regulatory Authority
c/o Sharla Dillon, Dockets and Records Manager
460 James Robertson Parkway
Nashville, Tennessee 37243

RE: In the Matter of the Application of Common Point LLC for a Certificate to
Provide Competing Local Telecommunications Services;
Docket No. 12-00113

Dear Ms. Dillon:

Please find enclosed for filing in your office the original and five (5) copies of Common Point LLC's ("Common Point") Application for a Certificate to Provide Competing Local Telecommunications Services. In addition, I have emailed a PDF copy of the Application to you for electronic filing. Please file the original and four (4) copies of Common Point's Application in your office and return the other file-stamped copy to us in the prepaid addressed envelope.

In a separate envelope, I have enclosed the original and four (4) copies of "Exhibit F," Momentum's financial information, which is to be filed under seal. "Exhibit F" is confidential and we ask that the Authority afford it all of the protections permitted under Tennessee law, Authority rules and regulations. Finally, please also find enclosed a check for \$25.00 for the requisite filing fee.

Should you have any questions regarding this application, please do not hesitate to contact me at 615-252-2333. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Molly Loughney Melius'.

Molly Loughney Melius

Enclosures

cc: Michael Eveloff

2. Questions regarding this application should be directed to:

Henry M. Walker, Esq.
Bradley, Arant, Boult, Cummings LLP
Roundabout Plaza
1600 Division Street
Suite 700
Nashville, TN 37203
Telephone: 615.252.2363
Facsimile: 615.252.6363
Email: hwalker@babco.com

3. Contact name and address at the Company is:

Common Point LLC
Attention: Mr. Joseph O'Hara
3130 Pleasant Run
Springfield, IL 62711
Phone Number: 877.366.2674
Fax Number: 217.698.0100
Email: regulatoryaffairs@anpisolutions.com

4. Attached, as EXHIBIT A, is an organization chart.

5. EXHIBIT B is a list of the principal officers. There are no officers in Tennessee.

6. EXHIBIT C is a copy of Common Point's articles of incorporation.

7. EXHIBIT D is the applicant's license to conduct business in Tennessee.

8. **Common Point possesses the managerial, technical and financial ability to provide local telecommunications service in the State of Tennessee.**

A. **Managerial Ability**

Common Point has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. Biographies of the principal managers and key technical staff of Common Point are provided in EXHIBIT E.

Common Point is an Illinois limited liability company. Four companies presently hold and own membership interests in Common Point.

Member	Membership Interest	Voting Interest
Egyptian Internet Services, Inc. 1010 W. Broadway Steeleville, IL 62288	25%	25%
MTCO Communications, Inc. 220 N. Menard St. Metamora, IL 61548	25%	25%
Cass Switch, Inc. 100 Redbud Rd. P.O. Box 230 Virginia, IL 62691	25%	25%
ANPI, LLC 3130 Pleasant Run Springfield, Illinois 62711	25%	25%
Total	100%	100%

The fourth company holding and owning a membership interest in Applicant is ANPI, LLC (“ANPI”). ANPI, since its inception, has provided resold interexchange minutes to toll affiliates of independent local exchange carriers and manages the complex billing records and ancillary services associated with each different toll affiliate. ANPI will provide management services to the Applicant. The employees of ANPI having extensive experience in technical and operational matters, the management of complex billing records and systems, customer relations and customer care functions, and interaction with other telecommunications carriers in the various relationships that exist in today’s telecommunications environment.

B. Technical Qualifications

Common Point operates switches that have tandem switching capabilities. The Applicant will be providing various tandem switching access services to interexchange

carriers to allow the interexchange carriers to deliver interexchange calls to the local exchange carriers serving the called parties. The switches with tandem switching are located in what are commonly referred to as telecommunications carrier “hotels,” which are secure locations for telecommunications carriers. Local exchange carriers will be able to designate the Applicant’s tandems as the tandems at which interexchange traffic is to be delivered for termination to those companies’ respective end offices. See EXHIBIT E for information regarding the experience of key technical staff.

C. Financial Ability

Common Point’s financial information is attached as EXHIBIT F. The information includes the most recent audited financial statements and projected financial statements (balance sheets, income statements, and statements of cash flow). This information is confidential and is being filed separately under seal. Common Point asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee. Common Point has no current plans to build infrastructure or make capital expenditures in Tennessee. See EXHIBIT G for the geographic locations of Common Point’s infrastructure.

9. Proposed Service Area

Common Point proposes to offer its competitive tandem switching services to local exchange carriers throughout the State of Tennessee. Information regarding the location of facilities used in the provision of Common Point’s services is provided in EXHIBIT G.

10. Types of service to be provided

Common Point will initially offer competitive tandem switching to local exchange carriers. Common Point may subsequently seek authority to offer additional telecommunications services but has no such plans at this time.

11. Repair and Maintenance

Common Point provides effective customer service for its customers. Common Point customers may call the company via its toll-free customer service number, 877.366.2674, or may direct written inquiries to regulatoryaffairs@anpisolutions.com. The Tennessee contact person knowledgeable about the provider's operations is Mr. Joseph O'Hara, Assistant Treasurer, referenced in Paragraph 3 above.

12. A small business and minority-owned business participation plan is attached as EXHIBIT H.

13. Toll Dialing Parity Plan; Numbering Issue; Tennessee Specific Operational Issues

Common Point seeks authority only to provide tandem switching services to interexchange carriers and has no plans at this time to provide service to end users. Thus, the requirements listed above (the Toll Dialing Parity Plan, the Numbering Issue, and Tennessee Specific Operational Issues) are not applicable.

14. Common Point has not been subject to complaints in any of the states in which it is doing business.

15. A copy of a representative tariff used by Common Point is attached as EXHIBIT I.

16. A sample bill is attached as EXHIBIT J.

17. The pre-filed testimony of Mr. Joseph O'Hara is attached as EXHIBIT K.

18. Following TRA approval of the Application, the Company will file a bond or letter of credit in the amount of \$20,000 in compliance with T.C.A. § 65-4-125(j) before it begins operation in Tennessee.

19. Common Point has served notice of its application on the eighteen (18) incumbent local exchange telephone companies in Tennessee (EXHIBIT L) with a statement regarding the company's intention of operating geographically.

20. Common Point is certified as a telecommunications provider in a number of states and has applications pending in a number of additional states. A complete listing of these states is attached as EXHIBIT M.

CONCLUSION:

Common Point respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide competitive tandem switching services throughout the State of Tennessee. Common Point's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating incentives for the development and improvement for all competing providers.

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS LLP

By: _____


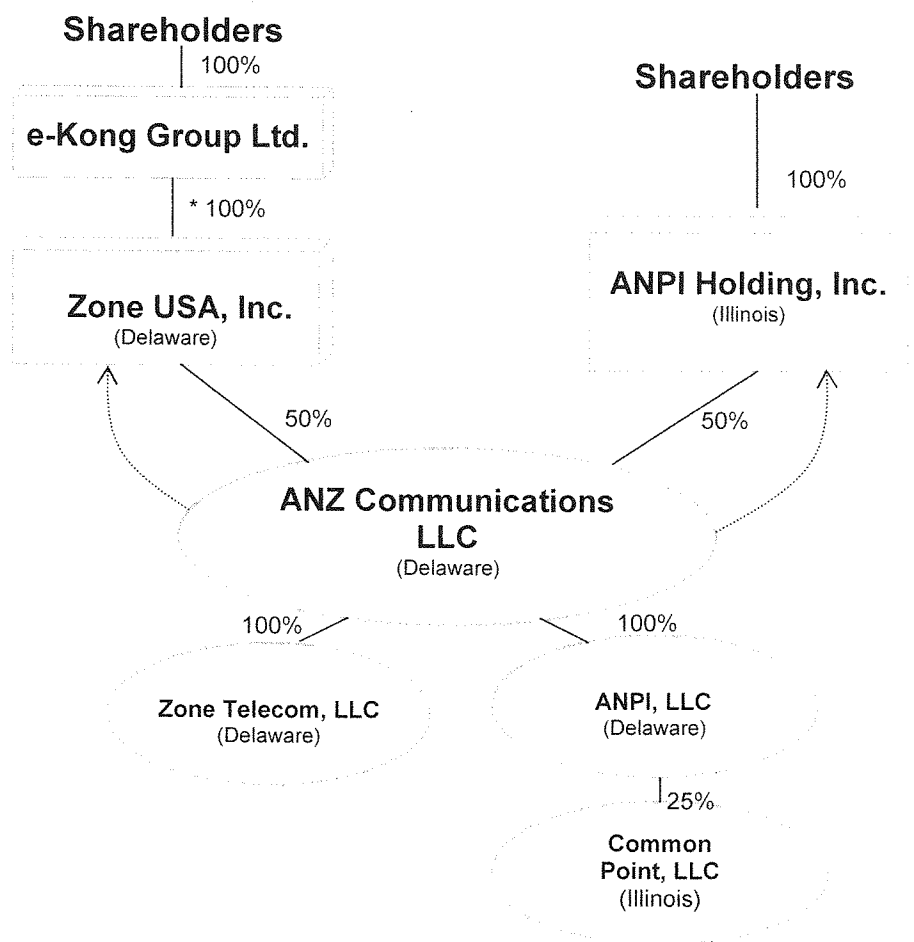

Henry Walker (B.P.R. No. 000272)
Bradley Arant Boult Cummings, LLP
1600 Division Street, Suite 700
Nashville, TN 37203
Phone: 615-252-2363
Email: hwalker@babbc.com

EXHIBIT A

COMMON POINT ORGANIZATIONAL STRUCTURE

(Attached)

ANPI-Zone – Final Organizational Chart



* Zone's intermediate holding companies not shown.

Managers/Directors and Officers:

e-Kong Group Ltd. – Richard John Siemens, Director & Chairman; Lim Shyang Guey, Director; William Bruce Hicks, Director; Ye Fengping, Director; John William Crawford J.P., Director; Shane Frederick Weir, Director; Gerald Clive Dobby, Director; Raymond Lau Wai Ming, Secretary

Zone USA, Inc. - Dan Boynton, Director & President; Eamon P.M. Egan, Director, Vice President, Secretary & Treasurer

ANPI Holding, Inc. – Leslie Greer, Chair & Director; Eric Schmidt, Vice Chair & Director; David H. Lewis, Secretary; Joseph E. O'Hara, Treasurer & Assistant Secretary; Brian Cornelius, Director; Kevin Jacobsen, Director; Levoy Knowles, Director

ANZ Communications LLC – David H. Lewis, Chief Executive Officer; Daniel J. Boynton, President; Joseph E. O'Hara, Chief Financial Officer & Treasurer; Eamon PM Egan, Secretary; Kevin Jacobsen, Vice Chair; Levoy Knowles, Manager; Brian Cornelius, Manager; Kevin Jacobsen, Manager; Richard John Siemens, Manager; William Bruce Hicks, Manager; Anthony Wong, Manager

Zone Telecom, LLC – ANZ is the sole member; no managers or officers

ANPI, LLC – ANZ is the sole member; no managers or officers

Common Point, LLC – Donald Bell, President; Kevin Jacobsen, Secretary & Treasurer; Joseph O'Hara, Assistant Treasurer; Joseph Murphy, Assistant Secretary

EXHIBIT B

COMMON POINT PRINCIPAL OFFICERS

(Attached)

Common Point Principal Officers

Donald Bell, President
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

Kevin Jacobsen, Secretary & Treasurer
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

Joseph O'Hara, Assistant Treasurer
(CFO of APNI, LLC, Manager of Common Point)
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

Joseph Murphy, Assistant Secretary
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

EXHIBIT C

COMMON POINT ARTICLES OF INCORPORATION

(Attached)

<p>Form LLC-5.5 December 2003</p> <p>Jesse White Secretary of State Department of Business Services Limited Liability Company Division Room 351, Howlett Building Springfield, IL 62756 http://www.cyberdriveillinois.com</p> <p>Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."</p>	<p align="center">Illinois Limited Liability Company Act Articles of Organization</p> <p align="center">SUBMIT IN DUPLICATE Must be typewritten</p> <p>This space for use by Secretary of State 12/23/2004</p> <p>Date Assigned File # 0137 845 7 Filing Fee \$500.00 Approved: PMM</p>	<p>This space for use by Secretary of State</p> <p>FILE DATE 12/23/2004</p> <p>Jesse White</p> <p>Secretary of State</p>
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1. Limited Liability Company Name: Common Point LLC

(The LLC name must contain the words limited liability company, L.L.C. or LLC and cannot contain the terms corporation, corp., incorporated, inc., ltd., co., limited partnership, or L.P.)

2. The address of its principal place of business: (Post office box alone and c/o are unacceptable.)
3130 Pleasant Run

Springfield, Illinois 62707

3. The Articles of Organization are effective on: (Check one)

a) ☒ the filing date, or b) _____ another date later than but not more than 60 days subsequent to the filing date: _____
(month, day, year)

4. The registered agent's name and registered office address is:

Registered agent:	<u>Joseph</u>	<u>D.</u>	<u>Murphy</u>
	<small>First Name</small>	<small>Middle Initial</small>	<small>Last Name</small>
Registered Office:	<u>306</u>	<u>W. Church</u>	<u>Street</u>
(P.O. Box and	<u>Number</u>	<u>Street</u>	<u>Suite #</u>
c/o are unacceptable)	<u>Champaign</u>	<u>61820</u>	<u>Champaign</u>
	<small>City</small>	<small>ZIP Code</small>	<small>County</small>

5. Purpose or purposes for which the LLC is organized: Include the business code # (IRS Form 1065).
(If not sufficient space to cover this point, add one or more sheets of this size.)

"The transaction of any or all lawful business for which limited liability companies may be organized under this Act."

6. The latest date, if any, upon which the company is to dissolve Perpetual
(month, day, year)

Any other events of dissolution enumerated on an attachment. (Optional)

LLC-5.5

7. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (8) included as attachment:

If yes, state the provisions(s) from the ILLCA.

☐ Yes

☒ No

8. a) Management is by manager(s):

☐ Yes

☒ No

If yes, list names and business addresses.

- b) Management is vested in the member(s):

☒ Yes

☐ No

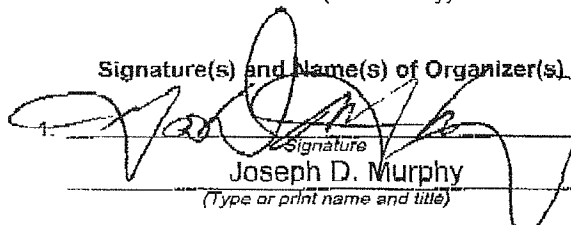
If yes, list names and addresses.

See Attachment A.

9. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the best of my knowledge and belief, true, correct and complete.

Dated December 23, 2004
(Month/Day) (Year)

Signature(s) and Name(s) of Organizer(s)

1. 
Signature
Joseph D. Murphy
(Type or print name and title)
(Name if a corporation or other entity)

2. _____
Signature
(Type or print name and title)
(Name if a corporation or other entity)

3. _____
Signature
(Type or print name and title)
(Name if a corporation or other entity)

Address(es)

1. 306 W. Church Street
Number Street
Champaign
City/Town
Illinois 61820
State ZIP Code

2. _____
Number Street
City/Town
State ZIP Code

3. _____
Number Street
City/Town
State ZIP Code

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

ATTACHMENT A
to
Articles of Organization
of
Common Point LLC

The initial members of Common Point LLC are:

Egyptian Internet Services, Inc. 1010 W. Broadway Steeleville, IL 62288 5911 309 7	GATB Enterprises, LLC PO Box 215 0134 958 9 501 North Douglas Street Saint Jacob, IL 62281
Flat Rock Enterprises, Inc. PO Box 147 6396 101 9 104 N. Rundle St. Flat Rock, IL 62427	Technology Group, LLC 118 East State Street 0036 433 9 PO Box 158 Hamel, Illinois 62046
Shawnee Communications, Inc. 103 Lane Street 5828 412 2 PO Box 69 Equality, Illinois 62934 6383 092 5	MTCO Communications, Inc. 220 N. Menard St. 5861 186 7 P.O. Box 649 Metamora, IL 61548-0649
Cass Switch, Inc. 100 Redbud Road Virginia, Illinois 62691	Associated Network Partners Inc. 3130 Pleasant Run 5851 930 8 Springfield, Illinois 62711

EXHIBIT D

COMMON POINT LICENSES TO CONDUCT BUSINESS IN TENNESSEE (AND ILLINOIS)

(Attached)

CORPORATION SERVICE COMPANY

www.cscglobal.com

CSC- Wilmington
Suite 400
2711 Centerville Road
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# Not Provided

Order# 791160-80

Project Id :

Order Date 05/26/2011

Entity Name: COMMON POINT LLC

Jurisdiction: TN - Secretary of State

Request for: Qualification Filing

File#: 659414

File Date: 05/26/2011

Result: Filed

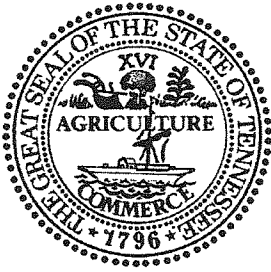
Ordered by MICHAEL EVELOFF at ASSOCIATED NETWORK PARTNERS, INC.

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Michele Henry
mpolsky@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

May 27, 2011

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # :	659414	Formation Locale:	Illinois
Filing Type:	Limited Liability Company - Foreign	Date Formed:	12/23/2004
Filing Date:	05/26/2011 3:52 PM	Fiscal Year Close	12
Status:	Active	Annual Rpt Due:	04/01/2012
Duration Term:	Perpetual	Image # :	6897-1331
Managed By:	Other		

Document Receipt

Receipt # : 479149	Filing Fee:	\$300.00
Payment-Check/MO - CFS, NASHVILLE, TN		\$300.00

Registered Agent Address

Corporation Service Company
2908 Poston Avenue
Nashville, TN 37203

Congratulations on the successful filing of your **Certificate of Authority** for **Common Point LLC** in the State of Tennessee which is effective on the date shown above.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.


Tre Hargett
Secretary of State

Processed By: Debbie Pruitt

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(Limited Liability Company)

RECEIVED
STATE OF TENNESSEE
For 2011 Use Only
MAY 26 PM 3:52

FILED
THE CLERK OF THE
RECORDS OF THE STATE

6897.1331

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of §48-249-904 of the Tennessee Revised Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is: Common Point LLC

If different, the name under which the certificate of authority is to be obtained is: _____

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-249-106 of the Tennessee Revised Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-249-106(d).

2. The state or country under whose law it is formed is: Illinois
and its date of its formation is: 12/23/2004 (must be month, day and year)

3. The complete street address (including zip code) of its principal executive office is:
3130 Pleasant Run, Springfield, IL 62711
Street City/State Zip Code

4. The complete street address (including the county and the zip code) of its registered office in Tennessee:
2908 Poston Avenue, Nashville, TN 37203 (Davidson County)
Street City/State County Zip Code
The name of its registered agent at that office is: Corporation Service Company

5. If the provisions of TCA §48-249-309(i) (relating to foreign series LLCs) apply, then the information required by that section should be attached as part of this document.

6. The number of members at the date of filing if more than six (6): _____

7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____. **NOTE:** Additional filing fees may apply. See section 48-249-913(d).

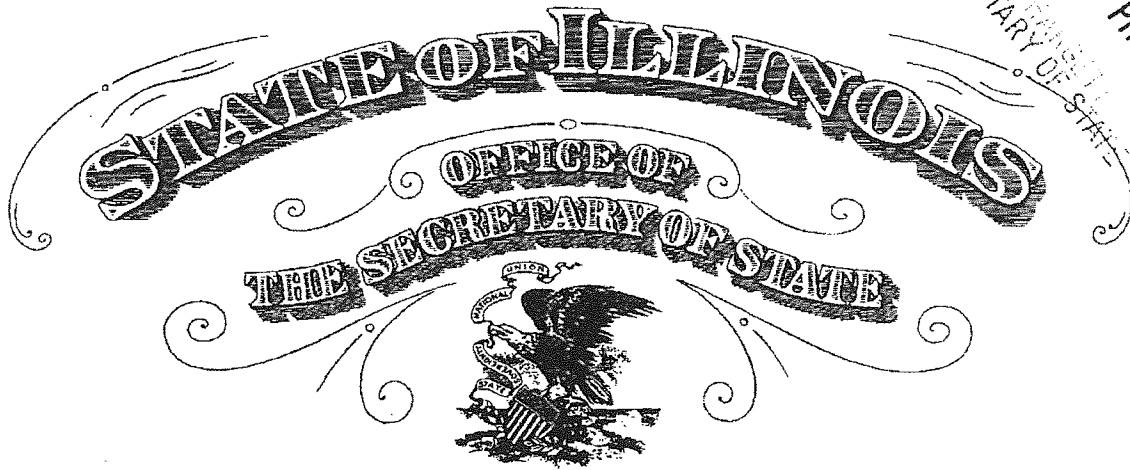
NOTE: This application must be accompanied by a certificate of existence or a document of similar import (for example, a certificate of good standing) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.

5-25-11
Signature Date
CFO of ANPI, LLC, a member
Signer's Capacity

Common Point LLC
Name of Limited Liability Company
[Signature]
Signature
Joseph E. O'Hara II
Name (typed or printed)

File Number 0137845-7

RECEIVED
OFFICE OF THE SECRETARY OF STATE
2011 MAY 26 PM 3:53



6897.1332

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

COMMON POINT LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 23, 2004, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1114601026

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 26TH day of MAY A.D. 2011

Jesse White

SECRETARY OF STATE

EXHIBIT E

BIOGRAPHIES OF PRINCIPAL MANAGERS AND KEY TECHNICAL STAFF

(Attached)

Dave Lewis, Chief Executive Officer

Dave serves as chief executive officer of ANPI, LLC manager of Common Point LLC. He has over 20 years of experience in the telecommunications industry beginning with the Illinois Commerce Commission where he coordinated the Commission's examination of numerous telecommunications policy matters. Dave also served in the Office of Chairman and Commissioners where he provided analysis and counsel on telecommunications matters to the Commissioners of the ICC.

Dave joined GVNW Consulting in 1991, where he provided a variety of services from regulatory policy formation to strategic and business planning services to the rural local exchange carrier community for more than a decade. During his tenure with GVNW, he held several positions including consulting manager, vice president and partner. As the conceptual founder of Common Point LLC, Dave developed the business case behind the company and personally directed all aspects of Common Point's inception and growth.

Dave holds bachelor's degrees in political science and economics from the University of Illinois at Urbana-Champaign.

Joseph O'Hara, Chief Financial Officer

Joseph O'Hara serves as the chief financial officer of ANPI, LLC manager of Common Point LLC. Joe joined ANPI, LLC in 2000 and has served numerous management positions with increasing responsibility for the organization. He is currently responsible for corporate finance, treasury, accounting, financial reporting, taxation and regulatory compliance.

While responsible over the finance function for both ANPI, LLC and Common Point LLC, Joe has worked to secure capital for the organization through multiple private placement offerings, and establish and maintain the organization's credit facilities. During his tenure with ANPI, he has held positions in operations, finance and accounting. Additionally, Joe has led numerous discrete projects including development and evaluation of business models, capital budgeting and investment analysis, business formation, and business/project valuation, and matters concerning legal affairs.

Joe is a licensed Certified Public Accountant in Illinois, and holds a master of business administration with a finance concentration from the University of Illinois at Urbana Champaign.

Craig Freeman, Senior Director of Product and Access Services

Craig Freeman serves as Senior Director of Product and Access Services of ANPI, LLC manager of Common Point and is responsible for product management for all broadband value-added services including Common Point's tandem solution. Prior to joining ANPI, Mr. Freeman served eight years as General Manager of TMP Corp, dba Symmetry Wireless, a GSM cellular carrier operating in West-Central Illinois and Northeast Missouri, where he was responsible for all aspects of the traditional carrier and wholesale MVNO operations. Mr. Freeman's telecom career began in 1993 as a service technician for Adams Telephone Co-Operative in Golden, Illinois and progressed into management starting in 1996 when he assisted with the development and commercialization of Adams' wholesale calling card offering as Director of Calling Card Services. Mr. Freeman went on to serve as Director of Competitive Services, overseeing Adams' Internet, CLEC, long distance and video business lines. Mr. Freeman has actively participated with several telecom industry associations including Rural Cellular Association and Rural Telecommunications Group. Mr. Freeman served as vice-chairman and secretary for NextGen Mobile, LLC as well as a member of the Rural Independent Competitive Alliance's interconnection committee and ANPI's marketing committee. In addition to committees, Mr. Freeman has been an active voice among management peers speaking on topics related to wireless business planning, VoIP deployments and technology showcases.

CONFIDENTIAL

EXHIBIT F

COMMON POINT CONFIDENTIAL FINANCIAL INFORMATION

(Filed Separately Under Seal)

EXHIBIT G

LOCATIONS OF COMMON POINT'S SWITCHING EQUIPMENT

(Attached)

Associated Network Partners, Inc.
Locations of Switching Equipment
As of June 10, 2011

Street Address	City	State	GSX or POI
350 E. Cermak	Chicago	IL	POI
600 S. Federal	Chicago	IL	GSX
2475 S. Arden	Las Vegas	NV	POI
4495 E. Sahara	Las Vegas	NV	GSX
624 S Grand Ave, Suite 800	Los Angeles	CA	POI
60 Hudson St	New York	NY	GSX
56 Marietta St	Atlanta	GA	POI
2323 Bryan	Dallas	TX	POI

POI - Point of Interface

GSX - Switching equipment per Net Ops

EXHIBIT H

SMALL BUSINESS AND MINORITY-OWNED BUSINESS PARTICIPATION PLAN

(Attached)

PROPOSED SMALL AND MINORITY -OWNED
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

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PROPOSED SMALL AND MINORITY -OWNED
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

1. PURPOSE

- 1.1. This proposed small and minority-owned telecommunications business participation plan (Plan) is submitted by Common Point LLC (the "Company") pursuant to T.C.A. §65-5-112.

2. DEFINITIONS

- 2.1. "Small Business" for the purpose of this Plan, is a business with annual gross receipts of less than four million dollars (\$4,000,000) per T.C.A. §65-5-112.
- 2.2. "Minority Business" for the purpose of this Plan, is a business that 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 the 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) per T.C.A. §65-5-112.

3. POLICY STATEMENT

- 3.1. It is the Company's policy to afford small and minority-owned telecommunications businesses the maximum practicable opportunity to participate in the performance of contracts in accordance with T.C.A. §65-5-112.

4. PERIOD OF EFFECTIVENESS

- 4.1. As the Company does not currently purchase goods and services from small or minority-owned telecommunications businesses, the Plan and the associated duties and activities do not have a fixed time period for effectiveness. At such time the Company outsources the services of small and minority-owned telecommunications businesses, this Plan will be modified.

5. PLAN ADMINISTRATION

5.1. The Company Plan Administrator is:

Mr. Joseph O'Hara
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711
Telephone: 877-366-2674
Facsimile: 217-698-0100
Email: regulatoryaffairs@anpolutions.com

5. PLAN ADMINISTRATION, Continued

5.2. The Administrator manages the Plan and has direct interface with contract Administrators to ensure compliance.

6. PLAN TO ASSURE EQUITABLE OPPORTUNITY

6.1. The Administrator shall ensure that appropriate source listings and services are properly utilized in support of the Plan.

6.2. The Administrator shall cultivate and maintain relationships with women, minority, and small business trade associations and business development organizations in an effort to locate and qualify capable small and minority owned telecommunications businesses for participation in contracting opportunities.

7. PLAN REPORTING

7.1. The Administrator will submit such periodic reports and cooperate in those studies or surveys as may be required to determine the extent of compliance with this Plan.

Common Point LLC

By: _____
Joseph O'Hara
3130 Pleasant Run
Springfield, IL 62711
Telephone: 877-366-2674

Subscribed and sworn to before me this ____ day of November, 2011.

Notary Public in and for the State of Colorado
My Commission expires: _____

EXHIBIT I

SAMPLE TARIFF

(Attached)

ACCESS TELECOMMUNICATIONS SERVICES TARIFF
OF
COMMON POINT LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for competitive tandem switched access telecommunication services within the State of Minnesota by Common Point LLC. This tariff is on file with the Minnesota Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business at 3130 Pleasant Run, Springfield, Illinois, 62711 or online at www.commonpointtandem.com.

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

CHECK SHEET

Current sheets in this tariff are as follows.

Page	Revision	Page	Revision	Page	Revision
Title	Original	40	Original		
1	Original	41	Original		
2	Original	42	Original		
3	Original	43	Original		
4	Original	44	Original		
5	Original	45	Original		
6	Original	46	Original		
7	Original	47	Original		
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Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

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Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify rate increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify rate reduction
- (T) To signify a change in text but no change in rate or regulation

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

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Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

- 1.1 This Tariff contains regulations, rates and charges applicable to the provision of competitive tandem switched access telecommunications services by Common Point LLC, hereinafter referred to as the "Company", with its principal address at 3130 Pleasant Run, Springfield, IL 62711 for communications within the State of Minnesota. This Tariff is on file with the Minnesota Public Utilities Commission and copies may be inspected during normal business hours at the Company's principal place of business at 3130 Pleasant Run, Springfield, Illinois, 62711 or online at www.commonpointtandem.com.
- 1.2 The Company may, from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 1 - GENERAL REGULATIONS

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMISSION – Refers to the Minnesota Public Utilities Commission, unless otherwise indicated.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY – Common Point LLC

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
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SECTION 1 - GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
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SECTION 1 - GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The origination of calls from an Customer's End User premises premises.

POINT OF TERMINATION - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The completion of calls to a Customer's End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 1 - GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
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Issued: August xx, 2012

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
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SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

- A) Service may be used for any lawful purpose by the Customer.
- B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C) Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

- A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
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3130 Pleasant Run
Springfield, IL 62711

SECTION 2 - RULES AND REGULATIONS

2.3 PAYMENT FOR SERVICE RENDERED

- 2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, its End Users or Customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 2.6 following.
- 2.3.3 A service charge of up to \$30.00 may be imposed immediately on any dishonored check by the payee or holder of the check, regardless of mailing a notice of dishonor, if notice of the service charge was conspicuously displayed on the premises when the check was issued. Only one service charge shall be imposed for each dishonored check. The displayed notice shall also include a provision notifying the issuer of the check that civil penalties may be imposed for nonpayment. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts.
- 2.3.4 Application of Late Payment Charge
- Late payment charges do not apply to final accounts.

SECTION 2 - RULES AND REGULATIONS

2.4 DEPOSIT AND GUARANTEE REQUIREMENTS

2.4.1 The Company may require a deposit or guarantee of payment from any Customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company are based upon standards which bear a reasonable relationship to the assurance of payment. The Company reserves the right to examine the credit record of the Customer, except as herein restricted:

1. A Customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
2. The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
3. The Company shall not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a Customer's credit history with the permission in writing of the Customer. Any credit history so used shall be bailed to the Customer in order to provide the Customer the opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the Company as to that Customer's credit history.

SECTION 2 - RULES AND REGULATIONS

2.4 DEPOSIT AND GUARANTEE REQUIREMENTS (Cont'd)

2.4.1 (Cont'd)

4. When required, a Customer may assure payment by submitting a deposit. The amount of the security deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company shall not require a deposit without explaining in writing why that deposit is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the Customer after 12 consecutive months of prompt payment of all bills to the Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a Customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. The Company shall issue a written receipt of deposit to the Customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

- 2.4.3 Interest shall be paid on deposits in excess of \$20 at the rate set by the Commissioner of the Department of Commerce as required by Minnesota Statutes §325E.02. The interest rate may be found on the Department of Commerce website at www.commerce.state.mn.us. Interest on deposit shall be payable from the date of deposit to the date of refund or disconnection.
- 2.4.4 Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the Customer.
- 2.4.5 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.4.6 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

SECTION 2 - RULES AND REGULATIONS

2.4 DEPOSIT AND GUARANTEE REQUIREMENTS (Cont'd)

2.4.7 Guarantee of Payment

The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the Customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the Customer.

The service of any Customer who fails to comply with these requirements may be disconnected upon notice as prescribed in the Minnesota Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the Customer whose account he has guaranteed unless the guarantor waives such notice in writing.

SECTION 2 - RULES AND REGULATIONS

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the Customer's account on the first bill rendered. Federal, State or Municipal governmental agencies may not be required to make advance payments.

2.6 CUSTOMER COMPLAINTS AND BILLING DISPUTES

Customers may register any inquiry or complaint at:

Common Point, LLC
3130 Pleasant Run
Springfield, IL 62711
Tel: 1-877-366-2674
Email: regulatoryaffairs@anpisolutions.com
Web: www.commonpointtandem.com

Any objection to billed charges should be reported promptly to the Company. If, after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Minnesota Public Utilities Commission
Consumer Affairs Office
121 7th Place E, Suite 350
St. Paul, MN 55101-2147
Metro: 651-296-0406
Non-Metro: 1-800-657-3782
Fax: 651-297-7073
Email: consumer.puc@state.mn.us
Web: www.puc.state.mn.us

The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.8 following. The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible. If the dispute notification is not made within thirty (30) days of the bill date, the bill will be considered final.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 2 - RULES AND REGULATIONS

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
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SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Disconnection of Service

- A) The Company may disconnect service to a Customer without notice under the following conditions:
1. In the event of tampering with the Company's equipment;
 2. In the event of a condition determine to be a hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
 3. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- B) The Company may disconnect service to a Customer without notice under the following conditions after giving Customer five (5) days' (excluding Sundays and legal holidays) notice:
1. For failure of the Customer to pay a bill for service when due;
 2. For failure of the Customer to meet the Company's deposit and credit requirements;
 3. For failure of the Customer to make proper application for service;
 4. For Customer's violation of any of the Company's rules on file with the Commission;
 5. For failure of the Customer to provide the Company reasonable access to its equipment and property;
 6. For Customer's breach of the contract for service between the Company and the Customer;
 7. For failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service;
 8. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- C) Service will not be disconnect on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Suspension or Termination of Service - Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A) Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B) Nonpayment for service for which a bill has not been rendered;
- C) Nonpayment for service which have not been rendered;
- D) Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- E) Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

A) General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.

B) Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Permitting fraudulent use.

SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (cont'd)

C) Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D) Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

SECTION 2 - RULES AND REGULATIONS

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 2 - RULES AND REGULATIONS

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

SECTION 2 - RULES AND REGULATIONS

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating Feature Group D usage to determine the Percent of Interstate Usage (PIU) to apply to all other switched access services provided by the Company to the Customer.

For Switched Access Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the PIU and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected PIU that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate any projected PIU provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated PIU will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

SECTION 2 - RULES AND REGULATIONS

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.9.7 will serve as the basis for prorating the charges.

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 2 - RULES AND REGULATIONS

2.10 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 2 - RULES AND REGULATIONS

2.11 CALCULATION OF MILEAGE

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 2 - RULES AND REGULATIONS

2.12 LIMITATIONS OF LIABILITY

2.12.1 LIABILITY

- A) The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff.
- B) The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a tariffed service.
- C) The Company is not liable for damages associated with service which it does not furnish.
- D) The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others or;
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
 - 4. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services provided.

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 2 - RULES AND REGULATIONS

2.12 LIMITATIONS OF LIABILITY (Cont'd)

2.12.1 LIABILITY (Cont'd)

D) (Cont')

5. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppels, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
6. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

E) Defacement of Premises

The Company is not liable for damages to the Customer's premises resulting from the furnishing of a service, including the installation and removal of facilities, unless the damage is caused by the Company's negligence.

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SECTION 3 - SWITCHED ACCESS SERVICE

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Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

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

The application of rates for Switched Access Service is described in Section 3.2 following.

3.2 RATE CATEGORIES

The rate categories that apply to Switched Access Service, as provided by Company, are:

- Tandem Switching
- Tandem Switched Transport
Tandem Switched Facility
Tandem Switched Termination

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 3 - SWITCHED ACCESS SERVICE

3.2 RATE CATEGORIES (Cont'd)

3.2.1 Service Definition

Tandem Switched Transport facilities are shared trunks that carry the combined traffic of more than one Interexchange Carrier from an end office to an access tandem where the calls are then switched onto trunks that are dedicated to individual Interexchange Carriers for transport from the access tandem to the serving wire center. Tandem Switched Transport service is provisioned in two parts: (1) transmission from the end office to the tandem over shared circuits; (2) the tandem switching function itself.

3.2.2 Billing Components

Tandem Switched Transport service is billed in two parts as applicable: (1) A usage-based, distance sensitive Tandem Switched Facility charge applied to the shared interoffice transmission between the end office and the tandem. In addition, a usage-based Tandem Switched Termination charge is applied at each end of each measured Tandem Switched Facility segment. Distance is measured in airline miles between the end office and the tandem. Additionally, if the mileage is zero, no Facility or Termination charges apply; (2) A usage-based Tandem Switching charge is applied at each tandem that performs a tandem switching function.

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 3 - SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both Customer's End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 3 - SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 3 - SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data provided under other Tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

SECTION 3 - SWITCHED ACCESS SERVICE

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service.

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

(A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

(B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

SECTION 3 - SWITCHED ACCESS SERVICE

3.5 RATE REGULATIONS

This Section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 3 - SWITCHED ACCESS SERVICE

3.5 RATE REGULATIONS (Cont'd)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or its End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

Prior to Firm Order Confirmation Date:

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

On or After Firm Order Confirmation Date:

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

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Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 4 - SPECIAL ARRANGEMENTS

4.1 SPECIAL CONSTRUCTION

4.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations of (a), (b), and (c).

4.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A) The period on which the termination liability is based is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. Tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

SECTION 4 - SPECIAL ARRANGEMENTS

4.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

4.3 INDIVIDUAL CONTRACT BASIS (ICB) ARRANGEMENTS

ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Minnesota Public Utilities Commission Staff on a proprietary basis. Rates may be negotiated and adjusted on an Individual Contract Basis (ICB). ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. Such ICB arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service. Terms of ICB provided to Customers will be provided on a proprietary basis to Commission Staff.

SECTION 5 - RATES AND CHARGES

5.1 Switched Access ServiceTandem Switched Transport #

-	Tandem Switched Facility, Per Minute/Per Mile*	\$0.000008
-	Tandem Switched Termination, Per Minute/Per Term	\$0.000694
-	Tandem Switching, Per Minute/Per Tandem	\$0.004340

End Office Trunking is not available.

* maximum mileage charge of 150 miles, requires trunking to the tandem and not the end office.

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 5 - RATES AND CHARGES5.2 Other Services5.2.1 Access OrderingNon-Recurring
ChargeA. Access Order Charge

- Per Order \$136.00

B. Service Date Change Charge

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 9.4.1(A) preceding does not apply.

- Per Order \$ 53.00

C. Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.

- Per Order \$ 53.00

D. Miscellaneous Service Order Charge

- Per Occurrence \$ 53.00

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 5 - RATES AND CHARGES5.2 Other Services (Cont'd)5.2.2 Additional Engineering

<u>Additional Engineering Periods</u>	<u>First Half Hour or Fraction Thereof</u>
A. Basic Time per engineer normally scheduled working hours	\$ 25.35
B. Overtime per engineer outside of normally scheduled working hours	\$ 38.02
C. Premium Time outside of scheduled work day, per engineer	\$ 50.69

These labor charges are applicable for the following:

Additional Cooperative Acceptance testing
Additional Manual Testing
Maintenance of Service

5.2.3 Additional Labor

<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>
A. <u>Installation or Repair</u>	
- Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$ 33.03
- Premium Time, outside of scheduled work day, per technician	\$ 44.04

Issued: August xx, 2012

Effective: _____

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CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 5 - RATES AND CHARGES

5.2 Other Services (Cont'd)5.2.3 Additional Labor (Cont'd)B. Stand by First Half Hour or
Fraction Thereof

Basic time,
normally scheduled
working hours,
per technician \$ 22.92

Overtime,
outside of normally
scheduled working
hours on a scheduled
work day,
per technician \$ 34.37

Premium Time,
outside of scheduled
work day,
per technician \$ 45.83

Additional Labor PeriodsFirst Half Hour or
Fraction Thereof

C. Testing and Maintenance with other Telephone Companies, or Other Labor	I/R Technician	CO Technician
- Basic Time per technician normally scheduled working hours	\$ 22.02	\$ 23.33
- Overtime per technician outside of normally scheduled working hours on a scheduled work day	\$ 33.03	\$ 34.99
- Premium Time per technician outside of scheduled work day	\$ 44.04	\$ 46.65

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

SECTION 5 - RATES AND CHARGES

5.2	<u>Other Services (Cont'd)</u>	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
5.2.4	<u>Specialized Service or Arrangements</u>	ICB	ICB
	Specialized Service or Arrangements are provided on an individual case basis.		
5.2.5	<u>Entrance Facility</u>		
	DS1 (1.544 Mbps,) Entrance Facility, Installation		\$281.00
	DS1 (1.544 Mbps), Entrance Facility, per Point of Termination	\$159.05	
	DS3 (44.736 Mbps), Entrance Facility, Installation		\$307.00
	DS3 (44.736 Mbps), Entrance Facility, per Point of Termination	\$1,845.01	

Issued: August xx, 2012

Effective: _____

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

EXHIBIT J

SAMPLE BILL

(Attached)

From: Common Point, LLC
3130 Pleasant Run

Springfield, IL 62711-0000

BAN: 493DD0288SP
Invoice Number: D0288-01122102
Company Code: 493D
Bill Date: January 15, 2012
Page: 1

Billing Inquiries Contact: Andrea Hergenrother
(217) 698-2860

To: AT&T Communications
Media Processing Center
PO BOX 981828
El Paso, TX 79998-1828

Facility Access Service

***** Balance Due Information *****

Total Amount of Last Bill	\$3,753.61
Payments Applied	\$0.00
Adjustments Applied	\$0.00
Balance Forward	\$3,753.61

***** Summary of Current Charges *****

January 01, 2012 thru January 31, 2012

Full Month Charges

Provider:	493D Common Point, LLC
	Interstate/InterLATA
	\$3,753.61
Provider Total	\$3,753.61
Total	\$3,753.61

Total of Current Charges	3,753.61
---------------------------------	-----------------

Total Amount Due By	February 15, 2012	\$7,507.22
----------------------------	--------------------------	-------------------

Remit Payment To: Common Point, LLC
3130 Pleasant Run
Springfield, IL 62711-0000

From: Common Point, LLC
To: AT&T Communications

BAN: 493DD0288SP
Invoice Number: D0288-01122102
Company Code: 493D
Bill Date: January 15, 2012
Page: 2

*** Facility Access Circuit Listing ***

The following circuits are included in the monthly access charges

MPB: Single Bill / Single Tariff

Provider: 493D Common Point, LLC

			<u>Jurisdiction</u>	<u>Amount</u>
EC Circuit #	1001/T3/1-28/CHCGILCLW60/CHCGILWBH39			
IC Circuit #	UNKNOWN			
LTP	n/a			
		Interstate/InterLATA		\$1,845.01
EC Circuit #	812/T3/22/CHCGILWB/CHCGILWBH04			
IC Circuit #	UNKNOWN			
LTP	n/a			
		Interstate/InterLATA		\$159.05
EC Circuit #	812/T3/25/CHCGILWB/CHCGILWBH04			
IC Circuit #	UNKNOWN			
LTP	n/a			
		Interstate/InterLATA		\$159.05
EC Circuit #	812/T3/26/CHCGILWB/CHCGILWBH04			
IC Circuit #	UNKNOWN			
LTP	n/a			
		Interstate/InterLATA		\$159.05
EC Circuit #	814/T3/13/CHCGILWB/CHCGILWBH04			
IC Circuit #	UNKNOWN			
LTP	n/a			
		Interstate/InterLATA		\$159.05
EC Circuit #	814/T3/16/CHCGILWB/CHCGILWB04			
IC Circuit #	UNKNOWN			
LTP	n/a			
		Interstate/InterLATA		\$159.05
EC Circuit #	814/T3/17/CHCGILWB/CHCGILWB04			
IC Circuit #	UNKNOWN			
LTP	n/a			
		Interstate/InterLATA		\$159.05

From: Common Point, LLC

To: AT&T Communications

BAN: 493DD0288SP
Invoice Number D0288-01122102
Company Code 493D
Bill Date: January 15, 2012
Page: 3

EC Circuit # 814/T3/18/CHCGILWB/CHCGILWB04

IC Circuit # UNKNOWN

LTP n/a

Interstate/InterLATA \$159.05

EC Circuit # 814/T3/19/CHCGILWB/CHCGILWB04

IC Circuit # UNKNOWN

LTP n/a

Interstate/InterLATA \$159.05

EC Circuit # AF44TD/CHCGILCL59T/77/CHCGILCP06T BBHJ8717

IC Circuit # 883/T3/20

LTP n/a

Interstate/InterLATA \$159.05

EC Circuit # AF44TD/CHCGILCL59T/77/CHCGILCP06T BBHJ8721

IC Circuit # 904/T3/9

LTP n/a

Interstate/InterLATA \$159.05

EC Circuit # AF44TD/CHCGILCL59T/77/CHCGILCP06T BBHJ8722

IC Circuit # 904/T3/16

LTP n/a

Interstate/InterLATA \$159.05

EC Circuit # AF44TD/CHCGILCL59T/77/CHCGILCP06T BBHJ8723

IC Circuit # 883/T3/4

LTP n/a

Interstate/InterLATA \$159.05

Customer Total \$3,753.61

To: AT&T Communications

BAN: 493DD0288SP
Invoice Number D0288-01122102
Company Code 493D
Bill Date: January 15,2012
Page: 4

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA 493D	EF	1.00		100.00	100.00	\$1.845.01	\$1.845.01
	Entrance Facility. per Point of Termination 1/1/2012 thru 1/31/2012						
			Total for Provider:	Common Point. LLC			\$1.845.01
					Circuit Total		\$1.845.01

To: AT&T Communications

BAN: 493DD0288SP
Invoice Number D0288-01122102
Company Code 493D
Bill Date: January 15.2012
Page: 5

*** * * Inventory and Rating Information * * ***

January 01, 2012 thru January 31, 2012

EC Circuit # 812/T3/22/CHCGILWB/CHCGILWBH04

MPB: Single Bill / Single Tariff

IC Circuit # UNKNOWN

Class of Service: DSI High Capacity Service

Installation Date: September 1, 2007

Last Change Date:

Customer POP Location: n/a

IC SWC: n/a

NC: n/a

NCI: n/a

End User Location: n/a

EC SWC: n/a

SEC NCI: n/a

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA 493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination 1/1/2012 thru 1/31/2012						
			Total for Provider:	Common Point, LLC			\$159.05
					Circuit Total		\$159.05

To: AT&T Communications

BAN:	493DD0288SP
Invoice Number	D0288-01122102
Company Code	493D
Bill Date:	January 15.2012
Page:	6

January 01, 2012 thru January 31, 2012

SEC-NCl: n/a

EC SWC: n/a

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA 493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination 1/1/2012 thru 1/31/2012						
			Total for Provider:	Common Point, LLC			\$159.05
					Circuit Total		\$159.05

BAN:	493DD0288SP
Invoice Number	D0288-01122102
Company Code	493D
Bill Date:	January 15,2012
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Invoice Number D0288-01122102
Company Code 493D
Bill Date: January 15,2012
Page: 7

January 01, 2012 thru January 31, 2012

MPB: Single Bill / Single Tariff

Class of Service: DSI High Capacity Service

Last Change Date:

IC SWC: n/a

NCI: n/a

EC SWC: n/a

SEC NCI: n/a

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA 493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination 1/1/2012 thru 1/31/2012						
			Total for Provider:	Common Point, LLC			\$159.05
					Circuit Total		\$159.05

From: Common Point, LLC

To: AT&T Communications

BAN:	493DD0288SP
Invoice Number	D0288-01122102
Company Code	493D
Bill Date:	January 15,2012
Page:	8

*** * * Inventory and Rating Information * * ***

January 01, 2012 thru January 31, 2012

EC Circuit # 814/T3/13/CHCGILWB/CHCGILWBH04

MPB: Single Bill / Single Tariff

IC Circuit # UNKNOWN

Class of Service: DSI High Capacity Service

Installation Date: June 1, 2007

Last Change Date:

Customer POP Location: n/a

IC SWC: n/a

NC: n/a

NCI: n/a

End User Location: n/a

EC SWC: n/a

SEC NCI: n/a

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA 493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination 1/1/2012 thru 1/31/2012						
			Total for Provider:	Common Point, LLC			\$159.05
					Circuit Total		\$159.05

To: AT&T Communications

BAN: 493DD0288SP
Invoice Number D0288-01122102
Company Code 493D
Bill Date: January 15,2012
Page: 9

*** * * Inventory and Rating Information * * ***

January 01, 2012 thru January 31, 2012

EC Circuit # 814/T3/16/CHCGILWB/CHCGILWB04

MPB: Single Bill / Single Tariff

IC Circuit# UNKNOWN

Class of Service: DS1 High Capacity Service

Installation Date: June 1, 2007

Last Change Date:

Customer POP Location: n/a

IC SWC: n/a

NC: n/a

NCI: n/a

End User Location: n/a

EC SWC: n/a

SEC NCI: n/a

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA 493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination 1/1/2012 thru 1/31/2012						
			Total for Provider:	Common Point, LLC			\$159.05
					Circuit Total		\$159.05

To: AT&T Communications

BAN: 493DD0288SP
Invoice Number D0288-01122102
Company Code 493D
Bill Date: January 15.2012
Page: 10

*** * * Inventory and Rating Information * * ***

January 01, 2012 thru January 31, 2012

EC Circuit # 814/T3/17/CHCGILWB/CHCGILWB04

MPB: Single Bill / Single Tariff

IC Circuit # UNKNOWN

Class of Service: DSI High Capacity Service

Installation Date: June 1, 2007

Last Change Date:

Customer POP Location: n/a

IC SWC: n/a

NC: n/a

NCl: n/a

End User Location: n/a

EC SWC: n/a

SEC NCI: n/a

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA 493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination 1/1/2012 thru 1/31/2012						
			Total for Provider:	Common Point, LLC			\$159.05
					Circuit Total		\$159.05

BAN:	493DD0288SP
Invoice Number	D0288-01122102
Company Code	493D
Bill Date:	January 15,2012
Page:	11

January 01, 2012 thru January 31, 2012

SEC NCI: n/a

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA 493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination 1/1/2012 thru 1/31/2012						
			Total for Provider:	Common Point, LLC			\$159.05
					Circuit Total		\$159.05

From: Common Point, LLC

To: AT&T Communications

BAN: 493DD0288SP
Invoice Number D0288-01122102
Company Code 493D
Bill Date: January 15, 2012
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***** Inventory and Rating Information *****

January 01, 2012 thru January 31, 2012

EC Circuit # 814/T3/19/CHCGILWB/CHCGILWB04

MPB: Single Bill / Single Tariff

IC Circuit # UNKNOWN

Class of Service: DS1 High Capacity Service

Installation Date: June 1, 2007

Last Change Date:

Customer POP Location: n/a

IC SWC: n/a

NC: n/a

NCI: n/a

End User Location: n/a

EC SWC: n/a

SEC NCI: n/a

<u>CO</u>	<u>Rate Element</u>	<u>Quantity</u>	<u>Bands / Miles</u>	<u>Jurisdictional Percentage</u>	<u>BIP</u>	<u>Rate</u>	<u>Amount Billed</u>
Interstate/InterLATA							
493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination 1/1/2012 thru 1/31/2012						
				Total for Provider:	Common Point, LLC		\$159.05
						Circuit Total	\$159.05

From: Common Point, LLC
To: AT&T Communications

BAN: 493DD0288SP
Invoice Number D0288-01122102
Company Code 493D
Bill Date: January 15, 2012
Page: 13

***** Inventory and Rating Information *****
January 01, 2012 thru January 31, 2012

EC Circuit # AF44TD/CHCGILCL59T/77/CHCGILCP06T BBHJ8717 MPB: Single Bill / Single Tariff
IC Circuit # 883/T3/20 Class of Service: DS1 High Capacity Service
Installation Date: December 1, 2009 Last Change Date:
Customer POP Location: n/a IC SWC: n/a
NC: n/a NCI: n/a
End User Location: n/a EC SWC: n/a
SEC NCI: n/a

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA							
493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination 1/1/2012 thru 1/31/2012						
Total for Provider:						Common Point, LLC	\$159.05
						Circuit Total	\$159.05

To: AT&T Communications

BAN:	493DD0288SP
Invoice Number	D0288-01122102
Company Code	493D
Bill Date:	January 15,2012
Page:	14

January 01, 2012 thru January 31, 2012

End User Location: n/a

EC SWC: n/a

SEC NCI: n/a

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA 493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination 1/1/2012 thru 1/31/2012						
			Total for Provider:	Common Point. LLC			\$159.05
					Circuit Total		\$159.05

From: Common Point, LLC

To: AT&T Communications

BAN: 493DD0288SP
Invoice Number D0288-01122102
Company Code 493D
Bill Date: January 15, 2012
Page: 15

***** Inventory and Rating Information *****

January 01, 2012 thru January 31, 2012

EC Circuit # AF44TD/CHCGILCL59T/77/CHCGILCP06T BBHJ8722

MPB: Single Bill / Single Tariff

IC Circuit # 904/T3/16

Class of Service: DS1 High Capacity Service

Installation Date: December 1, 2009

Last Change Date:

Customer POP Location: n/a

IC SWC: n/a

NC: n/a

NCI: n/a

End User Location: n/a

EC SWC: n/a

SEC NCI: n/a

<u>CO</u>	<u>Rate Element</u>	<u>Quantity</u>	<u>Bands / Miles</u>	<u>Jurisdictional Percentage</u>	<u>BIP</u>	<u>Rate</u>	<u>Amount Billed</u>
Interstate/InterLATA							
493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination						
	1/1/2012 thru 1/31/2012						
				Total for Provider:	Common Point, LLC		\$159.05
						Circuit Total	\$159.05

From: Common Point, LLC
To: AT&T Communications

BAN: 493DD0288SP
Invoice Number D0288-01122102
Company Code 493D
Bill Date: January 15, 2012
Page: 16

***** Inventory and Rating Information *****
January 01, 2012 thru January 31, 2012

EC Circuit # AF44TD/CHCGILCL59T/77/CHCGILCP06T BBHJ8723 MPB: Single Bill / Single Tariff
IC Circuit # 883/T3/4 Class of Service: DS1 High Capacity Service
Installation Date: December 1, 2009 Last Change Date:
Customer POP Location: n/a IC SWC: n/a
NC: n/a NCI: n/a
End User Location: n/a EC SWC: n/a
SEC NCI: n/a

CO	Rate Element	Quantity	Bands / Miles	Jurisdictional Percentage	BIP	Rate	Amount Billed
Interstate/InterLATA							
493D	EF	1.00		100.00	100.00	\$159.05	\$159.05
	Entrance Facility, per Point of Termination						
	1/1/2012 thru 1/31/2012						
Total for Provider:						Common Point, LLC	\$159.05
						Circuit Total	\$159.05
						Customer Total	\$3,753.61

EXHIBIT K

PREFILED TESTIMONY

(Attached)

PRE-FILED TESTIMONY OF JOSEPH O'HARA
ON BEHALF OF COMMON POINT LLC

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND TELEPHONE NUMBER.

A. My name is Joseph O'Hara. My address is 3130 Pleasant Run, Springfield, IL 62711.
My telephone number is 877-366-2674.

Q. WHAT IS YOUR POSITION WITH THE APPLICANT?

A. I am the chief financial officer of APNI, LLC, the manager of Common Point.

Q. WHAT ARE YOUR PRINCIPAL RESPONSIBILITIES?

A. I am responsible for corporate finance, treasury, accounting, financial reporting, taxation and regulatory compliance.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony supports the Application filed by Common Point LLC (the "Company") with the Tennessee Regulatory Authority ("Authority") for authority to provide competitive tandem switching services throughout Tennessee, as described in the application. My testimony focuses on the Company's technical, managerial and financial qualifications for granting the requested authority.

Q. ARE ALL STATEMENTS IN THE COMPANY'S APPLICATION TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE, INFORMATION AND BELIEF?

A. Yes. All statements in the Application are true and correct to the best of my knowledge, information and belief.

Q. HAS ANY STATE COMMISSION DENIED THE COMPANY AUTHORITY TO OPERATE?

A. No state has refused to grant the Company a certificate to provide telecommunication services.

Q. PLEASE DESCRIBE THE SERVICES THE COMPANY PROPOSES TO OFFER?

A. Our Company will offer competitive tandem switching services to local exchange carriers in order to originate and terminate toll calls. At this time, the Company has no plans to offer service to end users.

Q. HAS THE COMPANY REGISTERED TO DO BUSINESS IN TENNESSEE?

A. Yes. The Company's certificate to transact business in Tennessee is attached to the Application as Exhibit D.

Q. DOES THE COMPANY HAVE THE MANAGERIAL RESOURCES TO PROVIDE BASIC LOCAL EXCHANGE SERVICES TO CUSTOMERS IN THE LISTED LOCAL EXCHANGE AREAS?

A. Yes. The Company's management team is composed of seasoned industry professionals. Summaries of my professional background and the background of the other company managers are in Exhibit E of this application.

Q. PLEASE DESCRIBE THE COMPANY'S FINANCIAL QUALIFICATIONS.

A. The Company is financially qualified to provide services in Tennessee. The Company's confidential financial statements are attached to the Application as Exhibit F.

Q. PLEASE DESCRIBE THE COMPANY'S RATE STRUCTURE.

A. The Company's proposed rates are found in its proposed sample tariff, attached as Exhibit I to the Application. The Company will file a Tennessee tariff subsequent to the Authority's approval of the Application and prior to providing service in Tennessee.

Q. DOES THE COMPANY HAVE THE TECHNICAL RESOURCES TO PROVIDE BASIC LOCAL EXCHANGE SERVICE WITHIN THE GEOGRAPHIC AREA OF ITS CERTIFICATION?

A. Yes. As described in the Application, the Applicant will be providing tandem switching access services to interexchange carriers to allow the interexchange carriers to deliver interexchange calls to the local exchange carriers serving the called parties. The switches with tandem switching are located in what are commonly referred to as telecommunications carrier "hotels," which are secure locations for telecommunications carriers. Local exchange carriers will be able to designate the Applicant's tandems as the tandems at which interexchange traffic is to be delivered for termination to those companies' respective end offices.

Q. IS GRANT OF THE APPLICANT'S REQUEST FOR AUTHORITY TO PROVIDE SERVICES CONSISTENT WITH THE PUBLIC INTEREST?

A. Yes. The Company's entry into the Tennessee telecommunications market will increase competition among providers to the benefit of consumers. Additional competition leads to lower prices, and improved service. Moreover, a more competitive telecommunications sector, leading to lower costs for Tennessee citizens, should translate into benefits for the state's economy.

Q. DOES THE COMPANY HAVE A SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN ("PLAN"), AS REQUIRED PURSUANT TO T.C.A. § 54-5-22?

A. Yes. The Company submitted its Plan as Exhibit H to its Application.

Q. WILL THE COMPANY ABIDE BY THE ORDERS, RULES, AND POLICIES OF THE AUTHORITY?

A. Yes, we will.

Q. WILL THE COMPANY COMPLY WITH T.C.A. § 65-4-125(j) CONCERNING THE FILING OF A BOND OR LETTER OF CREDIT?

A. Yes. Following TRA approval of the Application, the Company will file a bond or letter of credit in compliance with T.C.A. § 65-4-125(j) before it begins operation in Tennessee.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

EXHIBIT L

INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS

(Attached)

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED 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) AT&T, INC.

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 (Fax)

5) CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.

P.O. Box 782
5616 Main Street
Ooltewah, TN 37363
(423) 238-4102
(423) 238-5699 (Fax)

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) 853-4351
(931) 853-4329 (Fax)

9) MILLINGTON TELEPHONE COMPANY, INC.

P.O. Box 429
4880 Navy Road
Millington, TN 38083-0429
(901) 872-3311
(901) 873-0022 (Fax)

10) SPRINT-UNITED

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)

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)

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)

EXHIBIT M

**STATES IN WHICH COMMON POINT HAS EITHER APPLIED TO BE OR IS ALREADY
CERTIFIED AS A TELECOMMUNICATIONS PROVIDER**

(Attached)

Alabama (AL)	Eligible to provide service	31730
Alaska (AK)	Eligible to provide service	U-12-097 & P-12-097
Arizona (AZ)	Eligible to provide service	Registration NOT REQUIRED
Arkansas (AR)	Eligible to provide service	Registration NOT REQUIRED
California (CA)	Eligible to provide service	U 7211 C
Florida (FL)	Eligible to provide service	Registration NOT REQUIRED
Idaho (ID)	Eligible to provide service	Registration NOT REQUIRED
Illinois (IL)	Eligible to provide service	05-0330
Indiana (IN)	Eligible to provide service	Cause 44090
Iowa (IA)	Eligible to provide service	REG-4262
Kansas (KS)	Eligible to provide service	Docket #12 CMMT-474-COC
Kentucky (KY)	Eligible to provide service	Undocketed Registration
Louisiana (LA)	Eligible to provide service	Cert# TSP00681
Maine (ME)	Eligible to provide service	Docket # 2012-158
Maryland (MD)	Eligible to provide service	Authorized 1/4/12
Minnesota (MN)	Eligible to provide service	Docket 12-175
Missouri (MO)	Eligible to provide service	LA-2009-0278
Montana (MT)	Eligible to provide service	Undocketed Registration
New Mexico (NM)	Eligible to provide service	Undocketed Case Order 4/2/09
New York (NY)	Eligible to provide service	#12-00679
North Dakota (ND)	Eligible to provide service	Undocketed Registration
Oregon (OR)	Eligible to provide service	Registration NOT REQUIRED
Pennsylvania (PA)	Eligible to provide service	Docket#A-2011-2259386 Utility Code 3113845
South Carolina (SC)	Eligible to provide service	Docket #2011-336-C - Order 2011-950
Texas (TX)	Eligible to provide service	IX110017
Utah (UT)	Eligible to provide service	Registration NOT REQUIRED
Vermont (VT)	Eligible to provide service	CPG No 945
Washington (WA)	Eligible to provide service	UT-081865
West Virginia (WV)	Eligible to provide service	11-1503-T-CN
Wisconsin (WI)	Eligible to provide service	1317-NC-100
Wyoming (WY)	Eligible to provide service	Registration NOT REQUIRED
Colorado (CO)	Not Eligible	Docket #12A-367T
Georgia (GA)	Not Eligible	Application in Progress
Michigan (MI)	Not Eligible	Application in Progress
Nebraska (NE)	Not Eligible	C-4425
Nevada (NV)	Not Eligible	Application in Progress
New Jersey (NJ)	Not Eligible	Application in Progress
North Carolina (NC)	Not Eligible	Application in Progress
Ohio (OH)	Not Eligible	Application in Progress
Tennessee (TN)	Not Eligible	Application in Progress
Virginia (VA)	Not Eligible	Application in Progress