



Henry Walker  
Direct: 615.252.2363  
Fax: 615.252.6363  
hwalker@babbc.com

October 5, 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 substitute the attached tariff for the sample tariff filed as "Exhibit I" in the above-captioned petition.

Attached also is a surety bond, a certificate of service stating that copies of the application have been sent to the LECs listed in Exhibit L, a signed and notarized minority business plan, and a verification attesting to the accuracy of the application<sup>1</sup>.

The Staff has asked about a contact person for technical questions and his qualifications. That person is Jason Cummins. Jason has previously worked as IT Director for Axxess Network and switch technician for BlueStreak Media. His contact information is:

Jason Cummins  
Director of Engineering and Network Operations  
Telephone: 877-366-2674  
Email: [jcummins@anpisolutions.com](mailto:jcummins@anpisolutions.com)

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<sup>1</sup> The witness who will testify has not yet signed the testimony because he did not have ready access to a notary. He will, however, swear to the testimony at the hearing.

Should you have any questions regarding this application, please do not hesitate to contact me at 615-252-2363. I look forward to hearing from you.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

By:   
Henry Walker

HW/mkc

Enclosure

cc: Michael Eveloff – via email

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 Tennessee by Common Point LLC. This tariff is on file with the Tennessee Regulatory Authority ("TRA"), 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](http://www.commonpointtandem.com).

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

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CHECK SHEET

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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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

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SECTION 1 - GENERAL REGULATIONS

## 1.1 APPLICATION OF TARIFF

- 1.1.1 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 Tennessee. This Tariff is on file with the Tennessee Regulatory Authority 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](http://www.commonpointtandem.com).
- 1.1.2 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.

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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 Tennessee Regulatory Authority ("TRA"), 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.

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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.

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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.

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.

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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.

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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.

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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 effect 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.

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## 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.

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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.

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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.

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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.

2.4.2 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 as required by Tennessee law.

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.

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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 TRA 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.

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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](mailto:regulatoryaffairs@anpisolutions.com)  
Web: [www.commonpointtandem.com](http://www.commonpointtandem.com)

Any objection to billed charges should be reported promptly to the Company.

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.

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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.

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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.

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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.

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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.

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

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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.

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

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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.

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

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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.

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

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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.

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

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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.

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

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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.

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



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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:

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

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

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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.

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

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

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

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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

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

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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.

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

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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.

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

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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.

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



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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.

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

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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.

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

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.

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

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

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

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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.

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

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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 upon request to the 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.

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

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SECTION 5 - RATES AND CHARGES

## 5.1 Switched Access Service

Tandem 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.

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



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SECTION 5 - RATES AND CHARGES

## 5.2 Other Services

5.2.1	<u>Access Ordering</u>	Non-Recurring <u>Charge</u>
A)	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

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

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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

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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 Other Services (Cont'd)5.2.3 Additional Labor (Cont'd)B. Stand byFirst Half Hour or  
Fraction ThereofBasic 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 ThereofC. 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

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

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SECTION 5 - RATES AND CHARGES

5.2	<u>Other Services</u> (Cont'd)	<u>Monthly Rate</u>	<u>Charge</u>	Non-Recurring
5.2.4	Specialized Service or Arrangements	ICB	ICB	
	Specialized Service or Arrangements are provided on an individual case basis.			
5.2.5	Entrance Facility			
	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		

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Issued: October xx, 2012

Effective: \_\_\_\_\_

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

# TENNESSEE REGULATORY AUTHORITY

## TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 590429

**WHEREAS,** Common Point, LLC (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

**WHEREAS,** under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

**WHEREAS,** Old Republic Surety Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

**NOW THEREFORE, BE IT KNOWN,** that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

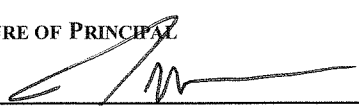
This bond shall become effective on the 3rd day of Oct, 2012 and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

### PRINCIPAL

Common Point, LLC  
Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

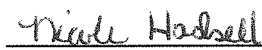
  
Name: Joseph O'Hara  
Title: Chief Financial Officer

### SURETY

Old Republic Surety Company  
Name of Surety

P.O. Box 1976 Des Moines, IA 50305  
Address of Surety

SIGNATURE OF SURETY AGENT

  
Name: Nicole Hadsell  
Title: Attorney In Fact

Address of Surety Agent:  
3931 Wood Duck Drive  
Springfield, IL 62711



THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

ILLINOIS  
STATE OF ~~TENNESSEE~~  
COUNTY OF SANGAMON

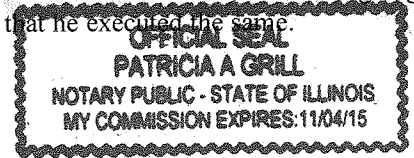
Before me, a Notary Public of the State and County aforesaid, personally appeared Joseph O'HARA  
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing  
bond on behalf of Common Point, LLC, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 3 day of OCTOBER, 20 12.

My Commission Expires:

11/4, 20 15

Patricia A. Grill  
Notary Public



ACKNOWLEDGMENT OF SURETY

ILLINOIS  
STATE OF ~~TENNESSEE~~  
COUNTY OF SANGAMON

Before me, a Notary Public of the State and County aforesaid, personally appeared Nicole Hadsell  
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the  
foregoing bond on behalf of Old Republic, the within named Surety, a corporation licensed to do business in the  
State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state  
pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so,  
executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 3 day of OCTOBER, 20 12.

My Commission Expires:

11/4, 20 15

Patricia A. Grill  
Notary Public



APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the  
sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory  
Authority, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Name:  
Title:

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

PATRICIA A. GRILL, MARK S. HITE, NICOLE HADSELL, LYNN E. NEFF, LARRY K. BOMKE, DAVID B. RIDLEY, OF SPRINGFIELD, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of MARCH, 2012.

  
Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

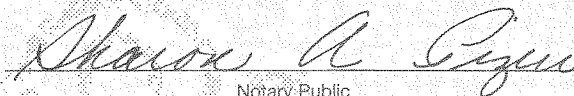


OLD REPUBLIC SURETY COMPANY

  
President

On this 30TH day of MARCH, 2012, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My commission expires: 12/02/2012

**CERTIFICATE**

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5403



Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_ day of \_\_\_\_\_

DIMOND BROS. INS. AGENCY INC

  
Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**  
**NASHVILLE, TENNESSEE**

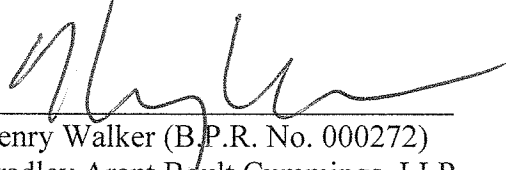
IN RE: ) **DOCKET NO. 12-00113**  
In the Matter of the )  
Application of Common Point LLC for )  
a Certificate to Provide Competing )  
Local Telecommunications Services )

**VERIFICATION OF APPLICATION AND CERTIFICATE OF SERVICE**

I, Henry Walker, verify that the contents of this application are true and correct to the best of my knowledge and that a true and correct copy of this application has been sent by first class mail as of October 5, 2012, to each of the incumbent local exchange carriers listed on Attachment L in the application.

Respectfully submitted,

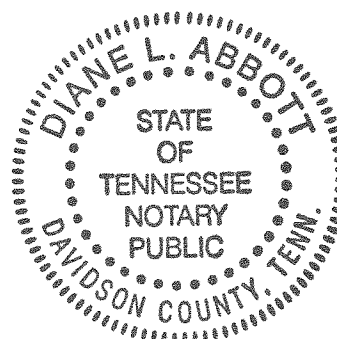
BRADLEY ARANT BOULT CUMMINGS LLP

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](mailto:hwalker@babbc.com)

Subscribed and sworn to  
this 5<sup>th</sup> day of October,  
2012.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9/8/13



My Commission Expires SEPT. 8, 2013



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:

Dave Lewis  
Common Point LLC  
3130 Pleasant Run  
Springfield, IL 62711  
Telephone: 877-366-2674  
Facsimile: 217-698-0100  
Email: regulatoryaffairs@anpisolutions.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: \_\_\_\_\_

Dave Lewis  
3130 Pleasant Run  
Springfield, IL 62711  
Telephone: 877-366-2674

Subscribed and sworn to before me this 3 day of October, 2012.

Laura Norton  
Notary Public in and for the State of Illinois  
My Commission expires: 6/9/2015

