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August 12, 2023

23-00038

Via Electronic Delivery

Mr. David Foster: Director - Utilities Division
c/o Lisa Faust and Victoria Lawless
Tennessee Public Utility Commission
Andrew Jackson State Office Building 502
Deaderick Street, 4th Floor Nashville, TN 37243

Re: Application of American Dark Fiber, LLC for Certificate to Resell Telecommunications Services in Tennessee

Dear Mr. Foster:

On behalf of American Dark Fiber, LLC (“ADF”), please note this amended filing with updated information per the email request (with your letter included) made by Lisa Faust.

Should you have any questions concerning this updated Application, please do not hesitate to contact me by email and/or cellular phone at 973-760-9218.

Respectfully Submitted,

Laura Garfinkel; Director
CliftonLarsonAllen LLP (“CLA”)
6250 Shiloh Rd
Alpharetta GA, 30005
Phone: 973-760-9218
Fax: 866-611-5443
Email: Laura.Garfinkel@claconnect.com
Attorney in Fact for American Dark Fiber, LLC

Instructions

This PDF form can be filled out, printed, and saved from within Adobe Acrobat or Adobe Reader. To avoid possible loss of data it is advised that the form be saved to your personal computer, completed, saved frequently, then printed and submitted to the TRA.

- 1) Save the PDF form to your PC by clicking the Save button (diskette icon) on the Adobe toolbar.**
- 2) Close the browser window. Note - you can fill out the form in the browser. Be advised that if the browser crashes, you may lose your work. Save a copy frequently!**
- 3) If you chose to work from the saved copy, load the form back into Adobe Acrobat or Adobe Reader from the previously saved location.**
- 4) Complete the form by filling in the boxes, radio buttons, and check boxes. Save the form frequently! Some questions may require attaching separate paperwork.**
- 5) When completed, print out the form and send it, any extra paperwork, and other necessary documents to the Tennessee Regulatory Authority. Also include the \$50 filing fee and thirteen copies.**

TENNESSEE REGULATORY AUTHORITY TELECOMMUNICATIONS DIVISION

RESELLER APPLICATION REQUIREMENTS

I. Reseller Requirements

- A. Completed Reseller Application (All blanks must be completed)
- B. Copy of License transact business in the State of Tennessee
- C. Copy of Articles of Incorporation, partnership agreement or by-Laws of the service provider
- D. Sample Bill Copy (if directly billing customers)
- E. Tariff (inclusive of rates and services)
- F. IntraLATA Toll Dialing Parity Plan
- G. Most recent Financial Information
 - 1. Income Statement and Balance Sheet, or
 - 2. Income Tax Return
- H. Surety Bond or Letter of Credit

TCA § 65-4-125 amendment states that by September 1, 2000, all telecommunications service providers subject to the control and jurisdiction of the authority, except those owners or operators of public telephone service who pay annual inspection and supervision fees pursuant to Tennessee Code Annotated, § 65-4-301(b), or any telecommunications service provider that owns and operates equipment facilities in Tennessee with a value of more that five million (\$5,000,000), shall file with the authority a corporate surety bond or irrevocable letter of credit in the amount of twenty thousand dollars (\$20,000) to secure the payment of any monetary sanction imposed in any enforcement proceeding, brought under this title or the Consumer Telemarketing Protection Act of 1990, by or on behalf of the authority.

Will your company's equipment or facilities in Tennessee be in excess of \$5,000,000? If not, please provide a corporate surety bond or irrevocable letter of credit in the amount of twenty thousand dollars (\$20,000).
- I. Small and Minority Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-212

II. Other Filing Information

- A. Sample Forms of Bond and Letter of Credit
- B. IntraLATA Toll Dialing Parity Plan Checklist
- C. Sample Small & Minority Owned Telecommunications Business Participation Plan (Company name and personally identifiable information have been redacted)



PS-0373 Rev 1/09

**APPLICATION FOR CERTIFICATE
TO PROVIDE OPERATOR SERVICES AND/OR
RESELL
TELECOMMUNICATION SERVICES IN TENNESSEE
SECTION A**

Application is hereby made for a certificate of authority pursuant to TRA Rule 1220-4-2-.57 to provide telecommunications services in the State of Tennessee.

Part I : General Information

A. Name of Applicant _____

Full exact name of person, corporation, partnership, sole proprietorship, or other entity, for which application is made.

Legal name of applicant, if different from above.

Address City State Zip

Tenn. Secretary of State Certificate of Authority ID _____

Federal Taxpayer ID Number _____

Any trade name(s), assumed name(s) or fictitious name(s) used by applicant:

If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for each affiliate(s), as well as for the applicant.

Address _____ City _____

State _____ Zip Code _____ Phone No. (____) ____ - _____

(Use additional pages if necessary)

*****IMPORTANT INFORMATION*****

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information on all parts of this application as well as for the applicant. Provide this information on a separate attachment, if necessary.

THIS SECTION FOR TRA USE ONLY

Docket Number. _____

Company ID Number _____

Date Approved _____

Evaluator _____

- B. Describe other businesses or business transactions, if any, at the same location as the principal business address: _____
- _____
- _____
- C. Provide the name, business address and a chronological summary of the employment history and business experience over the preceding eight years of:
- (a) The proprietor, if the applicant is an individual;
 - (b) Every member, if the applicant is a partnership;
 - (c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation. (Note: If the applicant is a publicly traded corporation or a subsidiary of such a corporation it does not need to provide this information.)
 - (d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Information to be included:

NAME TITLE

BUSINESS ADDRESS

PHONE NO.

EMPLOYMENT HISTORY (with details of duties/responsibilities for each position held)

Provide the above requested information on separate attachments.

- D. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business whose authority to transact business was denied, revoked or suspended by a state or federal regulatory or law enforcement entity?

_____ **Yes** _____ **No** **If yes, please explain fully.**

- E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?

_____ **Yes** _____ **No** **If yes, please explain fully.**

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust), been enjoined or restrained by order by any court or state or federal regulatory or law enforcement entity from engaging in any conduct or practice related to the telecommunications business?

_____ **Yes** _____ **No** **If yes, please explain fully.**

- F. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state?

_____ **Yes** _____ **No** **If yes, please explain fully and describe the circumstances. (Use additional pages if necessary)**

- G. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been convicted of any crime or crimes, or charged in court with any fraudulent or dishonest acts in any transaction of any kind, or confined in any penal institution? If so, list such persons, give details, state results and final outcome. **(Use additional pages if necessary)**

(1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been indicted, convicted, pled guilty or pled nolo contendere to a felony in Tennessee or elsewhere?

_____ YES _____ NO **If yes, please explain fully.**

- H. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Name () - Phone No. () - Fax No.

(800) _____ e-mail Address _____

- (1) Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Name () - Phone No. () - Fax No.

(800) _____ e-mail Address _____

- I. List a toll-free telephone number and mailing address that consumers can call or write to report service problems and/or request refunds or adjustments.

PHONE NUMBER ALTERNATE PHONE NUMBER

ADDRESS CITY ST ZIPCODE

- (J) Provide the name and address of the registered agent for service of process:

- (K) Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location: (use additional sheets if necessary)

Part II:

- A. Check the type of telecommunication services you plan to provide in Tennessee.

___ Resell Interexchange long distance services

___ Operator Services

___ Resell local services

___ Other (describe) _____

- B. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. **Provide the above information on Appendix I.**

- C. List the state(s) where the applicant, its parent company, and all affiliates is authorized to operate in at this time. For each such state, describe applicant's current activities along with a history of operations there. (Use additional pages if necessary.)

For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment, if necessary.

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information for all as well as for the applicant. Provide this information on a separate attachment, if necessary.

- D. List any states that the applicant or any affiliate, parent company, or constituency corporation operating under any trade name, assumed name, or fictitious name, has been denied authority to provide service. (Use additional pages if necessary)

- E Areas in Tennessee to be served.

- F What type of customers will the applicant serve?

- a. Business _____
b. Residential _____
c. Aggregators _____
(e.g. Hotels, Payphones)
d. Other (specify) _____

- G Does the applicant allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network? If yes, specify amount. _____

- H Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers' price for similar services? Yes _____ No _____

- I Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II¹.

- J What is the applicant's 10XXX or 800 access code, if applicable? _____

- K Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee? _____

¹Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

L. Whose facility-based network(s) will the applicant be reselling?

M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly¹? _____

N. Describe briefly how the applicant plans to market their services in Tennessee?

O. If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company.

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
--------------	---------	---------	------	----	-----	-------

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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P. Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.

Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. **Yes**_____ **No**_____

R. Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates. **Yes** _____ **No** _____

S. Is the Applicant aware of the requirement to insure that any telephone call made between two points in the same county in Tennessee shall be classified as toll-free and not billed to any customer pursuant to Tennessee Code Annotated § 65-21-114? **Yes**_____ **No**_____

T. Is the Applicant aware of the TAR Code data base maintained by BellSouth, its use to insure compliance with T.C.A. § 65-21-114 and the procedures used to enter telephone numbers in that data base? **Yes**_____ **No**_____

U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee. **Use additional pages if necessary.**

¹A copy of a bill is required if the applicant is going to bill the customer directly.

Part III: Organization Structure

A. Applicant's organizational structure

_____ Corporation

_____ Publicly Traded Corporation

_____ Subsidiary of a Publicly Traded Corporation

_____ Limited Liability Corporation **Attach a copy of the articles of organization and operating agreement along with amendments.**

_____ Other Form of Corporation

List type _____ (Example S Corporation)
Attach a copy of the charter, bylaws and/or certificate of incorporation.

_____ Association **Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State**

_____ Joint Stock Association **Attach a copy of the charter, bylaws and/or certificate of incorporation. and Letter of Authorization from Tennessee Secretary of State.**

_____ Trust **Attach a copy of the trust agreement and Letter of Authorization from Tennessee Secretary of State.**

_____ Individual **Attach a copy of the Letter of Authorization from Tennessee Secretary of State**

SECTION (a)-(g) is to be completed if applicant is a Corporation Association or Trust

(a) The date and state of formation/incorporation: _____

(1) Parent Company, if applicable _____

(b) Attach a certificate of good standing from the state in which the applicant was incorporated/formed.

(1) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

(d) Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange.

(e) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application.

(f) If applicable, attach a copy of the instrument creating the trust and all amendments thereto:

B. _____ Proprietorship

_____ Partnership

- _____ General Attach a copy of the partnership agreement along with any amendments.
- _____ Limited Attach a copy of the certificate of limited partnership and the partnership agreement along with any amendments.
- _____ Other (Explain on separate sheet)

All of the above will be required to submit a valid business license.

- (a) Identify the place and date of the applicant's qualifications to provide telecommunications services in this state.
- (b) List the full name, social security number and address of the owners, if a sole proprietorship, or all partners identifying the percentage of ownership:
ATTACH ADDITIONAL PAGES AS NECESSARY

C. Number of employees: _____.

Employer Identification Number (E.I.N.) _____

Part IV: Financial Information

A. Address where business records are kept: _____
street

CITY

STATE

ZIP CODE

PHONE NUMBER

B. Attach a copy of the applicant's most recent unconsolidated and consolidated audited financial statements for the immediately preceding three-year period. Provide in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.

(1) Fiscal year end: Month _____ Day _____

(2) Date of most recent audited, unconsolidated financial statement of Applicant:

(3) If applicable, name and address of independent certified public accountant:

(4) Period covered by financial statement attached: _____

C. Does the applicant currently have an internal auditor and/or internal audit program? _____

If so, Name of internal auditor _____.

D. If applicable, provide a history of applicant's material litigation and criminal convictions for the ten-year period prior to the date this application is made. Material litigation is defined as any litigation that, according to generally accepted accounting principles, is deemed significant to a person's financial health and would be required to be referenced in annual audited financial statements, reports to shareholders or similar documents.

Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-112.
- B. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.tn.gov/tra> *electronic file room* in its entirety?
_____ **Yes** _____ **No**
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service? _____ **Yes** _____ **No**

Mail the completed application and a check for \$50.00 to: Tennessee Regulatory Authority, 460 James Robertson Pkwy, Nashville, TN 37243. Should you have any questions, call (615) 741-2904 ext 220.

The Reseller or Operator Service Provider applicant, hereby, affirms the following:

Will comply with the TRA Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-112 located at the TRA's website <http://www.tn.gov/tra> *electronic file room* under the External Site of Lexis Law Publishing.

Having been duly sworn, and under the penalties of perjury, I hereby certify that the representations in this RESELLER APPLICATION and all attachments and appendices are true and correct to the best of my knowledge and belief. I further understand that omissions or inaccuracies may result in denial of the APPLICATION and grounds for revocation of Certificate of Authority.

For Individual and Partners:

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

For Corporations
and Other Organizations

BY: American Dark Fiber, LLC
(NAME OF CORPORATION)
Michael Pendleton
SIGNATURE
Michael Pendleton
PRINTED NAME
COO & Chief Legal Counsel
Title

ATTEST: _____

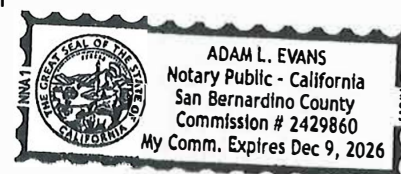
Title

On this the 6th day of April, 2023 before me, a Notary Public
MICHAEL LEE PENDLETON

known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of his/her knowledge and belief.

Adam L. Evans
Notary Public

seal



Appendix I

<u>Reseller Name</u>	<u>Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
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Appendix II Informational Tariff Sheet

<u>Description of Service</u>	<u>Applicant proposed Price change to consumer</u>	<u>Dominant Carriers³ Price for similar service</u>
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1.

2.

3.

³Dominant Carrier (South Central Bell or AT&T, whichever is appropriate). A copy of these companies' rates are found on Appendix V.

Bond Requirement Will be Satisfied Upon Docket/Approval of Application

Bond #: _____

WHEREAS, _____ (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, _____ (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 _____ day of _____, 20____, 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

SURETY

Name of Company authorized by the TRA

Name of Surety

Company ID # as assigned by TRA

Address of Surety

SIGNATURE OF PRINCIPAL

SIGNATURE OF SURETY AGENT

Name:

Title:

Name:

Title:

Address of Surety Agent:

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

STATE OF TENNESSEE

COUNTY OF _____

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

WITNESS my hand and seal this _____ day of _____, 20____.

My Commission Expires:

_____, 20____

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF TENNESSEE

COUNTY OF _____

Before me, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of _____, 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 _____ day of _____, 20____.

My Commission Expires:

_____, 2000

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:

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION)
OF AMERICAN DARK FIBER, LLC FOR)
A CERTIFICATE TO PROVIDE RESOLD)
INTEREXCHANGE AND LOCAL EXCHANGE)
SERVICES THROUGHOUT THE STATE OF)
TENNESSEE)

Docket No: _____

**APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL
TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the TENNESSEE PUBLIC UTILITY COMMISSION and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), American Dark Fiber, LLC ("American Dark Fiber" or "Applicant") respectfully requests that the Tennessee Public Service Commission ("TPUC") grant to American Dark Fiber authority to provide resold Local Exchange services, and Interexchange Services, within the State of Tennessee. American Dark Fiber is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

In support of its Application, Applicant submits the following:

1. The full name and address of the Applicant is:

American Dark Fiber, LLC
11110 Ohio Ave, Suite 111
Los Angeles, CA 90025
Telephone: (310) 312-1818

Questions regarding this application should be directed to:

CLA (CliftonLarsonAllen), LLP Laura Garfinkel
Director (on behalf of American Dark Fiber Networks, LLC)
6250 Shiloh Road, Alpharetta Georgia 30005
770-637-8308
866-611-5443
Laura.Garfinkel@claconnect.com

Contact name and address at the Company is:

Michael Pendleton, Managing Member
American Dark Fiber, LLC
11110 Ohio Ave, Suite 111
Los Angeles, CA 90025
Telephone: (310) 312-1818
Customer Service Number: (833) 353-4237
mpendleton@americandarkfiber.com

2. Organizational Chart of Corporate Structure:

The Applicant is an independent Limited Liability Company and does not have any subsidiary organizations.

3. Corporate Information:

American Dark Fiber was incorporated in the state of Delaware as noted in the attached Exhibits with appropriately filed paperwork. In accordance with Rule 1220-04-02-.57(5)(d), a copy of Applicants Articles of Incorporation is provided in **Exhibit A**. A copy of Applicants Authority to transact business in the State of Tennessee is provided in **Exhibit B**. The names and addresses of the principal corporate officers are as stated in **Exhibit C**. There are no American Dark Fiber Company officers that will be located in Tennessee.

4. American Dark Fiber possesses the managerial, technical, and financial ability to provide Local Exchange and Interexchange telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

In support of its financial qualifications, American Dark Fiber submits two years of previous financials. American Dark Fiber is a diversified communications company that supports, special services telecommunications, along with Fiber and Internet based products as well as Voice Services to small and medium sized business and enterprise accounts nationwide. American Dark Fiber also provides critical communications services in the form of their offerings to many state and local governments.

American Dark Fiber principal lines of business are data connectivity through fiber, Internet, private line service communications along with POTS lines. Since the Company formation American Dark Fiber has continued to significantly grow revenue by not only offering best in class communications products and services but also by supporting best in class customer service.

Applicant expects to continue to improve its rapidly growing revenue base and continue to decrease expenses throughout 2023 as it realizes significant revenues and operating efficiencies from the sales of nationwide Internet Services, Fiber Optic Circuits and other communications products which Applicant offers.

American Dark Fiber shall comply with the Commission requirement to provide a Letter of Credit as provided for in **Exhibit E**.

B. Managerial Ability:

As shown in **Exhibit F** to this Application, American Dark Fiber has sound and highly seasoned key leaders and executives who support all areas of the Company; operations, technical, management or the company along with financial expertise continue to drive continuous growth for the Company. All these professionals came together years ago to successfully operate American Dark Fiber as a telecommunications enterprise and now seek to use their collective experience to support the Company to provide services in the state Tennessee. As described in the attached information, American Dark Fiber's management team has extensive management and business experience in many areas of the telecommunications and communications sector. The management team is made of up dedicated, proven professionals all of which have been with the American Dark Fiber for many years.

C. Technical Qualifications:

American Dark Fiber's services will and do satisfy the minimum standards established by the TPUC. The Company will file and maintain tariffs in the manner prescribed by the TPUC and will meet minimum basic local standards, including quality of service and billing standards required of all Local and

Interexchange carriers regulated by the TPUC as applicable. As noted in the biographies **Exhibit F** of the leadership team, all team members have extensive telecommunications experience with sound and well developed technical and systems expertise. Thus, Applicant is certainly technically qualified to provide Local Exchange service as well as Interexchange service in Tennessee.

5. Proposed Service Area:

American Dark Fiber is a long-established Company that provides best in class telecommunications Products and Services. The Company has CLEC certifications in multiple states to provide Services. American Dark Fiber and has been certificated to operate as a telecommunications company by the Federal Communications Commission (“FCC”). American Dark Fiber holds CLEC registrations in the states of FL, NV, CA and TX and is presently pending to be on docket in AZ, NM and HI. Further as business growth requires Company will continue to register in states which require formal licensure.

The Applicant proposes to offer its services throughout the State of Tennessee but will not have switches within the State. These areas are currently being served by all ILEC's which are designated open to competition. Applicant intends to offer a range of communications services through the use of its own facilities, resold facilities, and through a combination of these provisioning methods. Applicant will not co-locate any equipment or other related electronic equipment in the central offices and/or end offices belonging to any ILEC.

6. Types of Local Exchange Service and Other Services to be provided:

American Dark Fiber initial line of local services will be comparable to that currently offered by the incumbent LECS without limitation POTS lines. Initially Applicant will offer basic private line service, PBX and DID Services, Optional Calling Features, Directory Assistance, Directory Services, and Operator Services, as well as all services required under Chapter 1220-4-8-.04 (3) (6) and (2).

The Company services will satisfy the minimum standards established by the TPUC. Applicant will file and maintain a local exchange and interexchange tariff in the manner prescribed by the TPUC. Applicant will

not require customers to purchase CPE unless customers seek to purchase equipment from Applicant and/or as appropriate based on the products and services which Customer buys from Applicant.

In the state of Tennessee American Dark Fiber represent local services though reselling relationships with its underlying providers such as local exchange services, direct private lines and POTS lines. Additionally, American Dark Fiber proposes to provide resold interexchange telecommunications services throughout the entire State of Tennessee. Specifically, American Dark Fiber will utilize a proprietary interactive voice response ("IVR") and unified messaging platform. American Dark Fiber will purchase toll free and direct inward dialing ("DID") numbers and resell those numbers as part of an office and PBX service. Small, medium and Enterprise business Customers then can use those numbers to access Applicant's integrated suite of additional services and functionality, including: auto attendant, call forwarding/distribution, call queuing, call screening, Internet fax/fax back, and enhanced voicemail capabilities such as voice-to-text conversion and email delivery of voicemails. Applicant will also provide interconnected Voice over Internet Protocol ("VoIP") services.

7. Repair and Maintenance:

American Dark Fiber understands the importance of effective customer service for local and interexchange service to support customers concerns and unique needs. American Dark Fiber has made arrangements for its customers to call the company at its toll-free customer service number (833) 353-4237. American Dark Fiber Customer Service is available 24 hours a day, 7 days a week 365 days per year. In addition, customers may contact the company in writing at the headquarters address, as well as via email at support@americandarkfiber.com . The toll-free Customer Service number is also printed on the customer's monthly billing statements. The Company shall invoice/direct bill all Customers directly and shall include clear and consistent charges, one-time fees, monthly recurring fees, surcharges, taxes and regulatory assessments which shall all be defined and clearly stated on each Customer invoice. The Tennessee contact person knowledgeable about providers operations is Mr. Michael Pendleton who is designated as Company contact in

section 1 of this application. Additionally, please note a copy of American Dark Fiber invoice format which will be delivered to Customer as **Exhibit G**.

8. Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-112):

Applicants' Small and Minority-Owned Telecommunications Business Participation Plan is attached hereto as **Exhibit H**.

9. Toll Dialing Parity Plan:

A. If and as applicable the Applicant when and as appropriate will provide the services as stated in Exhibit I.

10. Procedures for verifying Customer-Ordered Changes in Preferred Interexchange Carriers & Local Exchange Carriers

As related to Interexchange Services Applicant will comply with all TPUC regulations and applicable laws governing the verification of customer-ordered changes in preferred interexchange carriers. Applicant additionally shall of course shall comply with all regulations and applicable laws governing local exchange carriers as set forth by the TPUC.

11. Miscellaneous:

- A.** Applicant does not require customer deposits of any kind.
- B.** Presently Applicant has not been subject to complaints in any of the states where they are presently doing business.
- C.** American Dark Fiber, LLC has included in this filing and Application the proposed tariff for calling Services which it will offer in the state of Tennessee. The proposed tariff includes rates, terms, conditions and all related information which is required for Applicant to successfully provide and maintain full compliance within the state.

12. Public Interest

Grant of this Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings.

Authorizing American Dark Fiber to provide Local Exchange services and Interexchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by Applicant and indirectly, because Applicants' presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.

Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

CONCLUSION

Applicant respectfully requests that the TPUC enter an order granting it a certificate of convenience and necessity to operate as a Local Exchange and Interexchange telecommunications service provider and authority to provide a full range of local exchange and interexchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of all representative ILEC's that does not include a rural exemption under Section 251(f) of the Telecommunications Act of 1996.

For the reasons and as information provided with this Applicant and its Exhibits, Applicant's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Therefore, Applicant respectfully asks the Commission that Applicant's request for certification be granted.

Respectfully Submitted,

A handwritten signature in blue ink, reading "Laura Garfinkel", is written over a horizontal line. The signature is fluid and cursive.

Laura Garfinkel; Director
("CLA") CliftonLarsonAllen LLP
3575 Piedmont Road Northeast,
Building 15; Suite 1550
Atlanta GA, 30305
Phone: 973-760-9218
Fax: 866-611-5443
Email: Laura@claconnect.com
Attorney in Fact for American Dark Fiber LLC

List of Exhibits

<u>Exhibit A</u>	Articles of Incorporation
<u>Exhibit B</u>	Authority to Transact Business in the state of Tennessee
<u>Exhibit C</u>	Names of Principal Officer & Ownership & Certified Verification Statement
<u>Exhibit D</u>	Financial Information
<u>Exhibit E</u>	Surety Bond
<u>Exhibit F</u>	Management & Leadership Biographies
<u>Exhibit G</u>	Copy of Customer Invoice
<u>Exhibit H</u>	Small and Minority-Owned Telecommunications Business Participation Plan
<u>Exhibit I</u>	Toll Dialing Parity Plan
<u>Exhibit J</u>	Proposed Tariff

Exhibit A

American Dark Fiber, LLC Company Documentation

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

**APPLICATION FOR REGISTRATION
OF FOREIGN LIMITED LIABILITY COMPANY**

Please read Instructions L025I

1. **ENTITY TYPE** – check only one to indicate the type of entity applying for registration:

☒ LIMITED LIABILITY COMPANY

☐ PROFESSIONAL LIMITED LIABILITY COMPANY

2. **NAME IN STATE OR COUNTRY OF FORMATION (FOREIGN NAME)** – enter the exact, true name of the foreign LLC:

AMERICAN DARK FIBER, LLC

3. **NAME TO BE USED IN ARIZONA (ENTITY NAME)** – identify the name the foreign LLC will use in Arizona by checking 3.1 or 3.2 (check only one), and follow instructions:

3.1 ☒ **Name in state or country of formation**, with no changes or additions – go to number 4 and continue.

3.2 ☐ **Fictitious name** – check this if the foreign LLC's name in its state or country of formation is not available for use in Arizona or if that name does not contain an LLC identifier, and enter the name in number 3.3 below. **NOTE** – a resolution of the company adopting the fictitious name must be attached to and submitted with this form.

3.3 **If you checked 3.2**, enter or print the name to be used in Arizona:

4. **PROFESSIONAL LIMITED LIABILITY COMPANY SERVICES** – If professional LLC is checked in number 1 above, describe the professional services that the professional LLC will provide (examples: law firm, accounting, medical):

5. **FOREIGN DOMICILE** – list the state or country in which the foreign LLC was formed:

DELAWARE

6. **DATE OF FORMATION IN FOREIGN DOMICILE:** 7/4/17

7. **PURPOSE OR GENERAL CHARACTER OF BUSINESS** – describe or state the purpose of the foreign LLC or the general character of the business it proposes to transact in Arizona:

Telecommunications

8. STATUTORY AGENT IN ARIZONA:					
8.1 REQUIRED – give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the statutory agent:			8.2 OPTIONAL – Mailing address in Arizona of statutory agent, if different from street address (can be a P.O. Box):		
Statutory Agent Name (required) COGENCY GLOBAL INC.					
Attention (optional) 300 W. Clarendon Ave., Ste. 240			Attention (optional)		
Address 1			Address 1		
Address 2 (optional) City Phoenix		State AZ	Zip 85013		Address 2 (optional) City
					State AZ Zip
8.3 REQUIRED – the <u>Statutory Agent Acceptance</u> form M002 must be submitted along with this Application For Registration.					

- 9. PRINCIPAL OFFICE ADDRESS - FOREIGN DOMICILE STREET ADDRESS** – *see Instructions L025I* – give the **physical or street address** (not a P. O. Box) of the foreign LLC required to be maintained in its state of organization, or, if not so required, of the foreign LLC's statutory agent in its state or country of organization:

Attention (optional)			
850 New Burton Road, Suite 201			
Address 1			
Address 2 (optional)			
Dover		DE	19904
City		State or Province	Zip
Country	USA		

10. OPTIONAL – ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:

- 10.1** Is the Arizona known place of business street address the same as the **street address** of the statutory agent? ☒ Yes - go to the next page and continue.
☐ No - complete number 10.2 and continue.

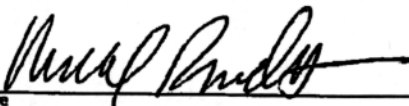
- 10.2** If you answered "no" to number 10.1, give the physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona:

Attention (optional)			
Address 1			
Address 2 (optional)			
City		State or Province	Zip
Country			

COMPLETE NUMBER 11 OR NUMBER 12 – NOT BOTH.

- 11. MANAGER-MANAGED LLC** – *see Instructions L025i* – check this box ☐ if management of the LLC is vested in a manager or managers, and complete and attach the Manager Structure Attachment form L040. *The filing will be rejected if it is submitted without the attachment.*
- 12. MEMBER-MANAGED LLC** – *see Instructions L025i* – check this box ☒ if management of the LLC is reserved to the members, and complete and attach the Member Structure Attachment form L041. *The filing will be rejected if it is submitted without the attachment.*
- 13. SIGNATURE:** By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

X I ACCEPT


 Signature _____ Printed Name Michael L. Pendleton Date 7/12/2018

REQUIRED – check only one and fill in the corresponding blank if signing for an entity:

☐ I am the Individual Manager of this manager-managed LLC or I am signing for an entity manager named:	☒ I am a Member of this member-managed LLC or I am signing for an entity member named:	☐ I am a duly authorized agent for this LLC.
---	--	---

Filing Fee: \$150.00 (regular processing) Expedited processing – add \$35.00 to filing fee. All fees are nonrefundable – see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
--	---

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.
 If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

MEMBER STRUCTURE ATTACHMENT

1. **ENTITY NAME** – give the exact name of the LLC (foreign LLCs – give name in domicile state or country):

AMERICAN DARK FIBER, LLC

2. **A.C.C. FILE NUMBER** (if known):

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. **MEMBERS** – give the name and address of all Members. If more space is needed, use another Member Structure Attachment form.

1.	Michael L. Pendleton	2.	David Daigle
Name	11110 Ohio Ave. Suite 111	Name	11110 Ohio Ave. Suite 111
Address 1		Address 1	
Address 2 (optional)		Address 2 (optional)	
City	Los Angeles	City	Los Angeles
State or Province	CA	State or Province	CA
Zip	90025	Zip	90025
Country	USA	Country	
3.		4.	
Name		Name	
Address 1		Address 1	
Address 2 (optional)		Address 2 (optional)	
City		City	
State or Province		State or Province	
Zip		Zip	
Country		Country	
5.		6.	
Name		Name	
Address 1		Address 1	
Address 2 (optional)		Address 2 (optional)	
City		City	
State or Province		State or Province	
Zip		Zip	
Country		Country	
7.		8.	
Name		Name	
Address 1		Address 1	
Address 2 (optional)		Address 2 (optional)	
City		City	
State or Province		State or Province	
Zip		Zip	
Country		Country	

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATUTORY AGENT ACCEPTANCE*Please read Instructions M002i*

1. **ENTITY NAME** – give the **exact** name in Arizona of the corporation or LLC that has appointed the Statutory Agent (this must match exactly the name as listed on the document appointing the statutory agent, e.g., Articles of Organization or Article of Incorporation):

AMERICAN DARK FIBER, LLC

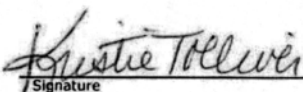
2. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity). **NOTE** - the name must match **exactly** the statutory agent name as listed in the document that appoints the statutory agent (e.g. Articles of Incorporation or Articles of Organization), including any middle initial or suffix:

COGENCY GLOBAL INC.

3. STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 2 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the appointing entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

The person signing below declares and certifies *under penalty of perjury* that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.



Kristie Tolliver, Assistant Secretary

Date

7/13/18

REQUIRED – check only one:

Individual as statutory agent: I am signing on behalf of myself as the individual (natural person) named as statutory agent.



Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.

Filing Fee: none (regular processing)
Expedited processing – not applicable.
All fees are nonrefundable - see Instructions.

Mail: Arizona Corporation Commission - Corporate Filings Section
1300 W. Washington St., Phoenix, Arizona 85007
Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMERICAN DARK FIBER, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AMERICAN DARK FIBER, LLC" WAS FORMED ON THE FOURTH DAY OF JULY, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



6467078 8300

SR# 20185412539

You may verify this certificate online at corp.delaware.gov/authver.shtmlA handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202975468

Date: 06-28-18

Exhibit B

Authority to Transact Business



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

ANDREA HARRIS
BLDG 15-1550
3575 PIEDMONT RD NE
ATLANTA, GA 30305

May 16, 2023

Request Type: Certificate of Existence/Authorization
Request #: 0530219

Issuance Date: 05/16/2023
Copies Requested: 1

Document Receipt

Receipt #: 008118947 Filing Fee: \$20.00
Payment-Credit Card - State Payment Center - CC #: 3851291823 \$20.00

Regarding: AMERICAN DARK FIBER, LLC

Filing Type: Limited Liability Company - Foreign

Control #: 1405887

Formation/Qualification Date: 03/14/2023

Date Formed: 07/04/2017

Status: Active

Formation Locale: DELAWARE

Duration Term: Perpetual

Inactive Date:

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

AMERICAN DARK FIBER, LLC

* is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State;

* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

* has appointed a registered agent and registered office in this State;

* has not filed an Application for Certificate of Withdrawal.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 060647924

Exhibit C

Names of Principal Corporate Officers, Directors & Ownership Detail

&

Certified Verification Statement

State of California)
)
County of San Bernardino)

AFFIDAVIT

The affiant, after first being duly sworn according to law, deposes and states as follows:

I, the undersigned, Michael Pendleton, attest and certify that American Dark Fiber is operating in compliance with all applicable Federal and state laws, and all rules of the Federal Communications Commission and TENNESEE PUBLIC UTILITY COMMISSION.

Further affiant sayeth naught.

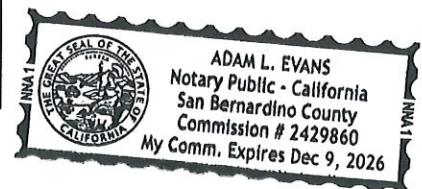


Michael Pendleton; COO and General Counsel

Sworn to and subscribed before me this the 6th day of April, 2023.

My commission expires: 12-9-2026

Notary

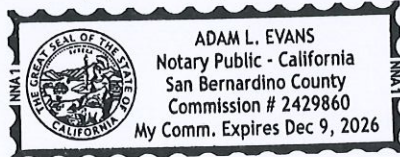

ADAM L. EVANS NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 6th
day of April, 2023, by Michael Lee Pendleton

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature 

Names of Principal Officers & Directors

<u>Officers:</u>	<u>Title</u>
Michael Pendleton	COO and General Counsel
David Daigle	CEO and Secretary
Karen Wells	CFO/Controller

Address for all officers:

11110 Ohio Ave, Suite 111
Los Angeles, CA 90025
Telephone: (310) 312-1818

Board Members

David Daigle
Michael Pendleton

Address for all board members:

11110 Ohio Ave, Suite 111
Los Angeles, CA 90025
Telephone: (310) 312-1818

Ownership

Applicant is an LLC and is a member managed.

Exhibit D

Financial Information

To Be Provided As Confidential Financial Information

For Internal Commission Use Only and Not For Public Disclosure

Exhibit E

Surety Bond

Bond Requirement Will be Satisfied

Upon Docket/Approval of

Application

Exhibit F

Management & Leadership Biographies

Michael “Iron Mike” Pendleton, General Counsel & COO

General Background: Mr. Pendleton is a US Army veteran, and an attorney with over 15 years of negotiation, transactional, and litigation experience related to telecom infrastructure development, business strategy, regulatory issues, and financial/tax structures. After spending several years in the military, Mr. Pendleton earned a BA in Business from Cal State University (SB) and completed significant work toward his MBA while acquiring his JD from the University of Baltimore School of Law. His business career includes substantial policy development for both public and private entities in the Washington DC area, and in Southern California.

Operational Experience: Amongst other disciplines, Mr. Pendleton is well versed on telecom and regulatory issues as applied to infrastructure development. He is a habitual entrepreneur, and has served as principal, or in senior management for a variety of firms doing work in telecom development/construction, law firm management, entertainment/network television law, and in the business and tax strategy arenas.

Specific Telecom Experience Includes:

1. Critical Infrastructure Agreements: Mr. Pendleton managed the relationship and obligatory contractual requirements tied to fiber optic deployments on or within critical utility infrastructure. He led the efforts at FTI for specific deployment applications utilizing power & telephone pole attachments, leasing of existing underground conduit (from ILEC's and municipal-owned system operators), and permitting and environmental issues associated with new construction (i.e., trenching, boring, etc.). He has ongoing experience managing the infrastructure agreements with all major ILEC's and IOU's in CA (i.e., AT&T, Frontier, PG&E, SCE, SDG&E, etc.). He currently manages these aspects for ADF.
2. Insurance, Financial & Regulatory Compliance: Mr. Pendleton manages the insurance and banking aspects for ADF and filled the same role for FTI that also included bonding, M&A strategy, and other ongoing financial responsibilities.
3. Corporate & Strategic Development: Mr. Pendleton maintains a key role in all strategic corporate contracting elements of the company for sales contracts, vendor agreements, real estate access agreements, and other pertinent contractual obligations required of a telecom utility. He also has a depth of experience in developing access agreements with municipalities, and in developing agreements that comply with Federal and State procurement laws (i.e., K12 E-Rate, Higher Ed & Anchor CPUC-CTF/CASF funding mechanisms. ADF will rely on Mr. Pendleton's experience as it pursues providing solutions for the K12/Higher Education, Anchor Institution, private network solution marketplace.

As a founder and key member of the management team of ADF, Mr. Pendleton brings a deep body of work specific to the telecom industry along with a significant working knowledge of applied public policy applications that are critical in providing solutions in the broadband arena for long-term public good. Mr. Pendleton, a father of five children, lives in Alta Loma with his wife Gayla.

David J. Daigle's Current Telecom Industry Background Summary

Daigle has nearly thirty years of telecom specific experience. Prior to forming American Dark Fiber, LLC in July 2017 (along with co-founder Michael Pendleton), he was a founding member and CEO of Freedom Telecommunications, Inc. which was one of the largest, pure dark fiber providers operating in the State of California from 2007 through its sale to a private equity firm in 2013. FTI was based in Marina del Rey and served customers throughout Southern California (San Diego, Orange County, Riverside, San Bernardino, and Los Angeles counties). FTI provided dark fiber connectivity to a growing array of carrier, medical, educational, and governmental customers throughout its service regions. Daigle's role as CEO encompassed all managerial elements pertaining to regulatory, operational, marketing, sales, and customer service functions. Daigle oversaw the activities related to FTI's central role of a "carrier's carrier" where it provides services to most competitive telecom providers operating in the SoCal region including CenturyLink/Level3, Sprint, VZ/XO, Cogent, Cox, Spectrum (Charter & Time Warner), Verizon Wireless, etc. At FTI he led the effort for data center connectivity that created pathways to over 40 "carrier neutral" facilities that allowed access to low-cost fiber access for all its customers (enterprise, anchor institutions, K12/Community Colleges, carriers, etc.). FTI provided dark fiber solutions to over 700 cell towers and developed some of the nation's first "small cell" connections for carriers.

Central to FTI's customer commitment, and now to that of ADF, the company's philosophy of service to the customer is the driving cultural ethos and what led FTI to develop nearly 3000 miles of fiber solutions in California. FTI was acquired in late 2013 by Pamlico Capital which used the company's network to form the basis of Wilcon, that was acquired in 2017 by Crown Castle International. During 2013-2015, Daigle was Wilcon's SVP of Corporate Development directing company strategy for dark fiber solutions to municipal, K12, Community Colleges, and other higher-educational institutions. Daigle became a strategic consultant to Wilcon from 2016 through to its sale to Crown Castle in 2017.

Prior telecom experience: He founded Broadband Asset Strategies, LLC, a strategic network development consulting firm, in March of 2003. Daigle formed Broadband Assets focused on consulting to a variety of municipal & investor owned electric utilities, and carriers regarding fiber optic deployments, lateral connectivity issues, real estate access agreements, and strategic marketing initiatives, etc. His previous experience included work at Motorola and Sprint, as well as his own national telecom equipment distribution company, West Coast Radio Communications.

He was a co-founder of PathNet Telecommunications, Inc. At PathNet, he served as Vice President of Business Development, and led the team that created over 70 fiber and digital microwave infrastructure agreements with America's largest investor owned, municipal, and co-op utilities, and participated in developments spanning over 7000 miles of microwave paths, and over 12,000 miles of long-haul fiber-optic development.

After PathNet, he consulted to a variety of utility telecom entities (i.e., Edison Carrier Solutions in Rosemead, CA, LA-DWP in Los Angeles, Xcel Energy, etc.) while assisting in the initial business plan development of Cogent Communications, which he formally joined in July of 2000 as Sr. Director of Fiber Acquisition.

His team acquired Cogent's metropolitan fiber footprint throughout the US in over 20 Tier 1 MSA's, including the Los Angeles, Orange County, San Diego, and San Francisco MSA's. Cogent is currently one of the largest IP backbone companies in the world.

Daigle graduated from Penn State ('86) receiving a degree in Operations Management, with an emphasis in International Economics.

Contact:	Office: 310-823-9125, Fax: 310-823-8995
Personal:	Age 55; Married 28 years w/three children & lives in Bel Air, CA
Professional:	Associate Member Utility Telecom Council
Organizations	Pacific Telecommunications Council
Personal:	St. Martin's School (Brentwood) Board Member

Zack Baayen
40330 Logan Court
Temecula, CA 92591
949-933-8688
zackbaayen@gmail.com

Strengths

- Extensive executive experience in telecommunications as a Director, Program Manager, Project Manager, and Network Engineer
- Excellent presentation, tracking, reporting, communication, interpersonal, organizational, and management skills
- Extremely successful at improving cohesion between organization groups, developing new systems to manage work and executing on deliverables
- Excellent computer skills specifically with MS Office applications including Excel, Word, and Outlook as well as Google Earth (KMZ) and multiple databases
- Excellent writing and typing skills as well data organization and processing
- Professional, ambitious, driven, hardworking, personable, adaptable, determined, intelligent, entrepreneurial, and genuine
- Experience managing multiple projects simultaneously
- Ability to thrive in a fast paced and constantly evolving work environment

Relevant Experience

January 2023 to Present

American Dark Fiber

Managing Director of Operations

- Hired to take over leadership of company
- Taking over management of existing jobs
- Reorganizing company framework to prepare for growth
- Create plan for growing into new markets with new customers
- Develop and implement new processes and systems to manage work
- Business development as needed

April 2013 to December 2022

HP Communications, Inc.

Corona, California

Director of Program Management

- Started and developed PMO organization within HP
- Began as a Program Manager, then Manager of Program Manager and finally Director of Program Management
- Directly program managed projects totaling in excess of \$300 million.
- Developed in house project management system used companywide that managed all of HP's projects, including but not limited to milestone tracking, project communication, data management, permitting, document storing, and financials
- Director of Program Management group overseeing design, engineering, construction and deployment of large network deployments for multiple telecommunications carriers in Southern California, Texas, Florida and other regions of the US
- Lead multiple client and internal Project Management, Engineering, and Construction teams from network design through delivery to the customer
- Aid in design and engineering as needed
- Single point of contact for our clients while managing the HP/client relationship
- Lead weekly project meetings attended by clients and in house project teams

January 2012 to April 2013

Verizon Wireless (Insight Global)

Irvine, California

Microwave and Fiber Project Manager, PMO/Transport Engineering

- Project Manager for Transport Engineering group managing all LEC fiber, microwave, and dark fiber design and installations
- Manage deployment of ethernet backhaul for Verizon's LTE launch in Southern California
- Directly managed installations by LECs, dark fiber vendor, and internal microwave teams
- Managed router equipment installation for Implementations group

- Responsible for tracking, reporting, and forecasting deliverables
- Work with transport, equipment, and microwave engineers on designs and priorities
- Ran weekly meetings with vendors and attended internal project deployment meetings as sole representative for Transport Engineering team
- Successfully created and implemented new processes to improve team and project performance

March 2011 to December 2011

BCI Communications/Nexlink/Unitek Global Services

Orange, California

Project Manager

- Project Manager and Construction Manager overseeing numerous projects for multiple carriers in Southern California
- Full responsibility for managing budget, revenue, costs, change orders, scheduling, project tracking, and crew management
- Projects include full scope new builds (including leasing, zoning, and construction), LTE, site modifications, optimization, drive testing, fiber installation, microwave line of site, microwave installation and path alignment, RF antenna swaps, RF azimuth and down tilt adjustments, RET installs, A&E management, and structural upgrades

August 2009 to December 2010

Clearwire (TEK Systems)

Newport Beach, California

Engineering Project Manager

- Engineering Project Manager (RF and Backhaul) for Clearwire in Southern California
- Project Manager for the largest metropolitan microwave network ever built
- Managed numerous projects for RF and Backhaul teams for the LA region
- Managed a team of RF Engineers, Backhaul Engineers, and multiple vendors toward deliverables while adhering to network design guidelines
- Created and implemented numerous processes and systems for Engineering groups
- Managed RF antenna swaps, azimuth changes, RET installs, and down tilt adjustments for entire LA market
- Managed backhaul design, PCNs, line of site, microwave installation, microwave pathing, and construction
- Created and managed FCC frequency registrations (PCNs) for Clearwire's Southwest region encompassing Los Angeles, San Diego, Las Vegas, Phoenix, and Hawaii
- Created, implemented and maintained numerous tracking systems for new and existing projects
- Equipment Manager for all Backhaul equipment for the LA region including equipment tracking, staging, and distribution

February 2006 to June 2009

Parsons

Irvine, California

Project Manager/Construction Manager/A&E Manager

- Project Manager, Construction Manager, A&E Manager and Warehouse Manager for Parsons in Southern California
- Successfully managed multiple teams of general contractors, subcontractors, architects, structural engineers, construction managers, network engineers, site acquisition specialists, and zoning managers toward timely completion of critical milestones and project deliverables on a variety of projects
- Managed various small, medium, and large-scale new construction, site modification/remodel, and technology upgrade/overlay projects
- Managed numerous telco projects including fiber installation, T1 additions, overhead and buried cable runs, and terminal enclosures expansion and upgrades
- Project Manager and Construction Manager for T-Mobile Site Modifications group in the Inland Empire
- Project Manager for a large T-Mobile UMTS overlay project in Los Angeles County, Orange County, and Simi Valley markets
- A&E and Construction Manager for large new build projects for Sprint and AT&T in Los Angeles County and Orange County
- A&E Manager for a large T-Mobile New Build project in the San Diego area
- Personally performed zoning and building permit expediting for numerous projects in various jurisdictions
- Performed site acquisition duties on several projects
- Very successful in improving cohesion between various internal and external groups
- Extremely successful in inheriting and turning around problem projects

- Created, implemented, and maintained a unique and successful project tracking system to manage multiple projects
- Review bids, schedule of values, and invoicing
- Manage budgets, forecasting, invoices, change orders, and compile close-out packages
- Run weekly project status meetings
- Implement, coordinate, and manage design review meetings
- Participate in business development efforts

October 2004 to December 2005

Alltel (Witela)

Bellevue, Washington

Network (Interconnect/Transport) Project Manager

- Project Manager for Alltel's western region
- Managed numerous small, medium, and large network engineering projects for hundreds of new construction and site modification/upgrades
- Managed telco, fiber, and copper installs, DAS, microwave, power install and upgrade projects
- Developed project plans for project initiatives
- Created and maintained a successful project tracking system to manage project milestones and deliverables
- Led weekly project status meetings
- Developed, implemented, documented, and maintained network engineering standards and procedures
- Managed entire network deployment process for network engineering team from search ring issued to site on air
- Successfully created and implemented new processes and systems to improve the cohesion between various internal and external groups
- Equipment ordering, delivery, and installation
- Constantly managed multiple projects with tight timeframes and budgets

June 2002 to October 2003

Cingular (The Alaris Group)

Bellevue, Washington

Network (Interconnect/Transport) Engineer

- Project Manager and Network Engineer for network engineering team for aggressive regional cell site build for Cingular Wireless in the Pacific Northwest
- Managed ordering, delivery, installation, backhaul design and testing of all new fiber, copper, and microwave projects to hundreds of new and existing cell sites
- Managed all fiber installation projects and oversaw site fiber and copper installation
- Managed microwave installation and design projects
- Designed utility and fiber paths, held bid walks, and awarded construction projects to GCs
- Reviewed, redlined, and approved construction drawings
- Represented network engineering interconnect team during feasibility, AE walks, and bid walks
- Managed equipment ordering, delivery, and installation
- Constantly managed multiple projects with extremely tight timeframes and budgets

Education

2001 Drake University, Des Moines, Iowa

Bachelor of Arts

References

Available upon request.

Exhibit G

Copy of Customer Invoice Format

American Dark Fiber, LLC
11110 Ohio Avenue
Suite 111
Los Angeles, CA 90025
USA

Voice: 310-312-1818
Fax:

INVOICE

Invoice Number: Sample
Invoice Date: May 1, 2023
Page: 1

Bill To:

Ship to:

Customer ID	Customer PO	Payment Terms	
		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		5/31/23

Quantity	Item	Description	Unit Price	Amount
1.00		Fiber Optic Monthly Recurring Fee Monthly Billing Period: 05/01/2023 - 05/31/2023	1,700.00	1,700.00
Subtotal				1,700.00
Sales Tax				
Total Invoice Amount				1,700.00
Payment/Credit Applied				
TOTAL				1,700.00

Check/Credit Memo No:

Exhibit H

Small & Minority-Owned Telecommunications Business Participation Plan

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. § 65-5-112, as amended, American Dark Fiber, LLC ("American Dark Fiber") submits this Small and Minority-Owned Telecommunications Business Participation Plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services within the State of Tennessee.

I. Purpose

The purposes of T.C.A. § 65-5-112 is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. American Dark Fiber is committed to the goals of T.C.A. § 65-5-112, and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry. American Dark Fiber will endeavor to provide opportunities for small and minority-owned telecommunications businesses to transact business with the company and will make efforts to identify and inform qualified minority-owned and small businesses of opportunities for providing goods and services to American Dark Fiber.

American Dark Fiber's representatives will contact the Tennessee Department of Economic and Community Development to obtain a list of qualified vendors under the Small and Minority-Owned Telecommunications Assistance Program. Moreover, American Dark Fiber will seek to increase awareness of such opportunities so that companies not otherwise qualified will have sufficient information and opportunity to participate in the procurement process.

II. Definitions

As defined in T.C.A. § 65-5-112:

- 1) *Minority-Owned Business* - Minority-owned business shall mean a business that:
(1) is solely-owned; or (2) has (a) at least fifty-one percent (51%) of its assets or outstanding stock owned by an individual who (i) personally manages and controls daily operations of such business, and (ii) who is impeded from non-entry into the economic mainstream because of race, religion, sex, or national origin, and (b) has annual gross receipts of less than four million dollars (\$4,000,000).
- 2) *Small Business* - Small business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. Administration

American Dark Fiber's Plan will be overseen and administered by the individual named below (hereinafter referred to as the "Administrator") who will be responsible for carrying out and

promoting American Dark Fiber's full efforts to provide equal opportunities for small and minority- owned businesses. The Administrator of the Plan will be:

Michael Pendleton, Managing Member
American Dark Fiber, LLC
11110 Ohio Ave, Suite 111
Los Angeles, CA 90025
Telephone: (310) 312-1818
mpendleton@americandarkfiber.com

The Administrator's responsibilities will include:

- 1) Maintaining an updated Plan in full compliance with T.C.A. § 65-5-112, and the rules and orders of the TENNESSEE PUBLIC UTILITY COMMISSION ("TRA");
- 2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan;
- 3) Preparing and submitting such forms as may be required by the TRA;
- 4) Authority, including the filing of required annual updates;
- 5) Serving as the primary liaison to and cooperate with the TRA, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in T.C.A. § 65-5- 112.
- 6) Searching for and developing opportunities to use small and minority-owned businesses, and encouraging such businesses to participate in and bid on contracts and subcontracts;
- 7) Providing records and reports and cooperating in any authorized surveys as required by the TRA;
- 8) Establishing a record-keeping system to track qualified small and minority-owned businesses, and efforts to use such businesses;
- 9) Providing information and educational activities to persons within American Dark Fiber and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses; and
- 10) In performance of these duties, the Administrator will utilize a number of resources, including:
 - a) Chambers of Commerce;
 - b) The Tennessee Department of Economic and Community Development;

- a) The United States Department of Commerce;
- b) Small Business Administration;
- c) Office of Minority Business;
- d) The National Minority Supplier Development Counsel;
- e) The National Association of Women Business Owners;
- f) The National Association of Minority Contractors; and
- g) Historically Black Colleges, Universities, and Minority Institutions.

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

I. RECORDS AND COMPLIANCE REPORTS

American Dark Fiber will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, American Dark Fiber will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

American Dark Fiber will submit records and reports required by the TRA concerning the Plan. Moreover, American Dark Fiber will cooperate fully with any surveys and studies required by the TRA.

American Dark Fiber, LLC

By: 
Michael Pendleton

Date: April 6, 2023

Exhibit I

Toll Dialing Parity Plan

TOLL DIALING PARTIY PLAN

INTRODUCTION

When how and as applicable American Dark Fiber, LLC ('Company') will give end user Customers the opportunity to designate a carrier for their interLATA toll call traffic in those market areas where Company is a local exchange service provider. InterLATA toll calls will automatically be directed to the designated carrier without the Customer having to dial and access code.

POLICIES

As a reseller, the Company will rely upon its underlying carriers to deploy two-PIC (Primary Interexchange Carrier) technology in their switches. This technology will enable the Customer to presubscribe to the same or different carrier for their intraLATA and/or interLATA service.

Appropriate tariffs will be filed in accordance with this plan.

Company will offer Customers the ability to access all participating carriers by dialing the appropriate access code (101XXXX).

The Company will establish processes to provide Customers with an opportunity to choose their intra and interLATA toll carrier(s) Company contact representatives who communicate with the public, accept orders, and service in Customer service capacities will be trained to explain to the Customers the availability of 2-PIC equal access, and assist in implementing their initial PIC choice or in changing their PIC for intraLATA and interLATA toll calls. Company will process intraLATA PIC selections in the same manner and in the same intervals that apply to interLATA PIC's.

All eligible Company end user telephone line numbers will be presubscribed and must have a PIC associated with them.

CARRIER INFORMATION

Company will provide resold interexchange telecommunications services throughout the entire State of Tennessee. Specifically, Company will utilize a proprietary interactive voice response ("IVR") and unified messaging platform.

Applicant will purchase toll free and direct inward dialing ("DID") numbers and resell those numbers as part of a virtual office service. Small business customers then can use those numbers to access Applicant's integrated suite of additional services and functionality, including: auto attendant, call forwarding/distribution, call queuing, call screening, Internet fax/fax back, and enhanced voicemail capabilities such as voice-to-text conversion and email delivery of voicemails. American Dark Fiber may also provide interconnected Voice over Internet Protocol ("VoIP") services.

Additionally; if, as and when applicable Interexchange carriers will have the option of offering intraLATA service only, or both intraLATA and interLATA service.

Interexchange carriers will have the option of participating in all market areas or in specific market area.

Interexchange carriers will be required to return a completed Non-Disclosure Agreement and Participation Agreement.

Company will not participate in billing disputes for intraLATA service between alternative competing interexchange carriers and their customers.

Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem over and to Company.

Company representatives will not initiate or accept three-way calls for an alternative interexchange carrier in order to discuss presubscription.

CALL ELIGIBILITY/TOLL DIALING PLAN

All local service Customers of Company will have calls routed according to the following plan:

If a Company Customer Dials:

911
411/555-1212
0
0 + interexchange number
1+7 or 10 digits
0+7 or 10 digits
101XXXX
101XXXX + 0 + 7 or 10 digits
101XXXX + 7 or 10 digits

The Call is Handled by/Routed to:

PSAP on originating line number
Company's directory assistance operator
Company's operator
IntraLATA Toll Provider
IntraLATA Toll Provider
InterLATA Toll Provider
XXXX Carrier
XXXX Carrier
XXXX Carrier

If a Company Customer originates a call to an alternative interexchange carrier's Operator by dialing 00-, the call will be routed to the PIC on that customer's line. If the Customer originates a call to an alternative interexchange carrier's Operator by dialing access code (e.g. 101XXXX + 0) the call will be routed to the XXXX carrier. In both cases the carrier's switch is responsible for routing this call to the alternative carrier's Operator or to an announcement.

NETWORK INFORMATION

All originating intraLATA traffic will initially be routed via the incumbent Local Exchange Carrier (LEC) Access Tandems. Following conversion, direct trunks between the Company switch and the interexchange carrier location(s) may be provided when warranted by traffic volume.

Company will route all originating intraLATA traffic to the designated carrier and will only block traffic at the request of the end user customer and/or in compliance with regulatory requirements. Same requests from carriers to block traffic or to remove customers from their network will not be honored. Calls that cannot be completed to a carrier will be routed to an announcement.

COMMERCIAL CONTACT INFORMATION

New customers will be informed of their ability to select interLATA and intraLATA toll providers at the time they request service from a Company representative. Company will explain the differences between local, or the same, carrier for each call category. Upon request, Company will inform customers of participating carriers.

Company customer contact representatives will process customer initiated PIC selections to Company to an alternative intraLATA carrier. Company will provide customers with confirmation notification of their PIC (Company or alternative carrier) selection. Carriers will have the option of allowing the Company representative to process PIC requests on their behalf.

For new Customers or Customers ordering an additional line, Company will accept as a bona fide PIC selection of “NO PIC” as a choice. Company will ensure that “NO PIC” customers will have access code dialing capability to each participating intraLATA carriers. NO PIC customers will be informed of their ability to complete intraLATA toll calls via access codes. Company will ensure that NO PIC customer intraLATA toll traffic is not automatically routed the incumbent local exchange carrier.

If the intraLATA toll carrier selected by the customer permits Company to process orders on its behalf, Company will accept the PIC change request.

Company representatives will not discuss alternative carrier rates or services and will not provide customers with Carrier Identification Codes or access code dialing instructions.

PRESUBSCRIPTION INFORMATION

New line customers, including customers adding lines will have the opportunity to select a participating carrier or NO PIC. If a customer fails to make a choice, that customer will be assigned NO PIC designation. Customers assigned a NO PIC designation as set forth in this paragraph will be required to dial an access code to reach an intraLATA carrier’s network.

Company will offer new line customers a 30-day grace period following placement of the customer’s service order for the customer to designate its PIC(s) or NO PIC without charge. After this 30-day period, Company will assess a \$15.00 PIC charge for each PIC change made. Company will impose a single \$15.00 fee when customers simultaneously change their intraLATA and interLATA toll service provider.

If a company customer denies requesting a change the intraLATA toll providers as submitted by an intraLATA carrier, and the intraLATA carrier is unable to produce evidence that the PIC change was properly executed pursuant to the Tennessee Public Utility Commission and federal PIC change rules,

the PIC will be changed as per the customer's request and the intraLATA carrier will be responsible for all costs incurred for changing a customer's PIC.

Alternative interexchange carriers may submit PIC changes to Company via a fax/paper interface.

Company will process intraLATA PIC selections in the same manner and under the same intervals of time as interLATA PIC changes.

Carriers will be required to submit PIC changes in the proper format. Company will provide carriers with PIC order confirmation and rejection information using the proper format. Specific details regarding the proper format will be provided to participating carriers.

Exhibit J

Proposed Tariff

AMERICAN DARK FIBER, LLC

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL,
MESSAGE TOLL, AND LONG DISTANCE COMMUNICATIONS SERVICES**

FOR BUSINESS CUSTOMERS WITHIN THE STATE OF TENNESSEE

Issued: _____

Effective: _____

Issued By:

Michael Pendleton; COO
11110 Ohio Ave, Suite 111
Los Angeles, CA 90025

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Los Angeles, CA 90025

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

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

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

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Michael Pendleton; COO
11110 Ohio Ave, Suite 111
Los Angeles, CA 90025

APPLICATION OF TARIFF

This tariff sets forth the competitive service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by AMERICAN DARK FIBER, LLC to customers within the State of Tennessee. The Company will offer service under the following name: AMERICAN DARK FIBER, LLC. All names are service marks of the Company. Certain terms used generally throughout this tariff are defined below.

This tariff can be inspected by Customers either located at the Commission offices; during Commission business hours and between Monday through Friday at: Tennessee Public Utility Commission, Andrew Jackson State Office Building 502 Deaderick Street, 4th Floor Nashville, TN 37243 or via accessing the TPUC website.

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Los Angeles, CA 90025

SECTION 1: DEFINITIONS

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

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

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

Bandwidth: The total frequency band, in hertz, allocated for a channel.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re- directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

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Los Angeles, CA 90025

SECTION 1: DEFINITIONS

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch-hook flash.

Calling Party Number: (CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

Communications Services: The Company's intrastate toll and local exchange resold switched telephone services offered for both intraLATA and interLATA use.

Company: American Dark Fiber LLC, the issuer of this tariff.

Customer or Subscriber: The person, firm, government agency or entity, partnership, association, joint-stock company, trust or corporation or corporation that orders or uses the Company's service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Proprietary Network Information (CPNI): Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Company and that is made available to the Company by the customer solely by virtue of the Company-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

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Los Angeles, CA 90025

SECTION 1: DEFINITIONS

Dedicated Access Lines ("DAL"): A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Digital Signal Level 1 (DS1): The 1.544 Mbps first level signal in the time division multiplex hierarchy.

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

FCC: The Federal Communications Commission

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Los Angeles, CA 90025

SECTION 1: DEFINITIONS

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Individual Case Basis: A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this tariff are developed based on the circumstance in each case.

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

Interexchange Service: Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by American Dark Fiber, LLC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Loss: The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

Mbps: Megabits, denotes millions of bits per second.

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Los Angeles, CA 90025

SECTION 1: DEFINITIONS

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

North American Numbering Plan (NANP): A three-digit area code (also known as a Number Plan Area (NPA), and a seven-digit telephone number, made up of a three digit central office code and a four-digit station number.

Other Carrier: A person, firm, corporation, or entity regulated by the ICC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this tariff includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.

Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC") - Long distance carrier designated by a telephone subscriber to provide customers with interLATA service without having to dial a special access code.

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

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

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several customers.

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SECTION 1: DEFINITIONS

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

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed-calling list is customer-changeable.

State Commission: The State agency responsible for the regulation of telecommunications service within a particular state's borders

Station: Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

Subscriber-Provided Equipment - Terminal equipment, as defined herein, provided by a subscriber

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Telecommunications Service: The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service, regardless of the facilities used. Telecommunications Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two-Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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SECTION 1: DEFINITIONS

User or End User: A Customer, Joint User, or any other person authorized by Customer to use service provided under this tariff. End users can include a business, company or enhanced service providers (including but not restricted to, internet service providers, conference calling providers, and Voice over Internet Protocol service providers) or other entities.

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SECTION 2: REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Tennessee. Company shall provide 911/E911 Services in full compliance with the Tennessee Public Utility Commission ("TPUC") and in accordance with all Federal Communications Commission ("FCC") rules and governing requirements related to 911/E911 Service in conjunction with its Voice Calling Services.

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

2.1.2 Shortage of Equipment or Facilities

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

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company such as a Master Service Agreement and additional documents as appropriate.
- C) Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff; or
 - 2) the Customer is using the service in violation of the law.
- F) This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.
- G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Liability of the Company

- A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C) The Company shall not be liable for:
- 1) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or
 - 2) for the acts or omissions of common carriers or warehousemen.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Liability of the Company (cont'd.)

- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.
- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Liability of the Company (cont'd.)

- J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

2.1.5 Notification of Service-Affecting Activities

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

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a specific date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by customer provided network control signaling equipment.

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.6 Provision of Equipment and Facilities (cont'd.)

- G) Except as otherwise indicated, customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.1.7 Non routine Installation

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

2.1.8 Special Construction

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

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

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SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Tennessee Regulatory Authority regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2: REGULATIONS2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company- provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2: REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.1 General (cont'd.)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2: REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

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SECTION 2: REGULATIONS2.4 Customer Equipment and Channels2.4.1 General

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

2.4.2 Station Equipment

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

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SECTION 2: REGULATIONS2.4 Customer Equipment and Channels (cont'd.)2.4.3 Interconnection of Facilities

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

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SECTION 2: REGULATIONS2.4 Customer Equipment and Channels (cont'd.)2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Customer Deposits and Advance Payments2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2: REGULATIONS2.5 Customer Deposits and Advance Payments (cont'd)2.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) three month's charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Tennessee Regulatory Authority without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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SECTION 2: REGULATIONS2.6 Payment Arrangements2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.6.2 Billing and Collection of Charges

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

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

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SECTION 2: REGULATIONS2.6 Payment Arrangements2.6.2 Billing and Collection of Charges (cont'd.)

- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 2: REGULATIONS2.6 Payment Arrangements2.6.3 Discontinuance of Service for Cause (cont'd.)

- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll-Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll-Free Service, within 30 days written notice.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service. Notice should be sent to:

American Dark Fiber, LLC
350 Franklin Gateway, Suite 300.
Marietta, Georgia 30067
Attn: Legal Department

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SECTION 2: REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.5 Cancellation of Application for Service

- A) Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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SECTION 2: REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.6 Changes in Service Requested

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

2.6.7 Back Billing Procedure

- A) The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to four months immediately preceding the date of the bill, except as specified below.
- B) Subscriber's bill may include charges for service furnished up to five months prior to the date of the bill for:
 - 1) collect calls
 - 2) credit card calls
 - 3) third party calls
 - 4) "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company.)
- C) Subscriber's bill may include charges for service furnished up to one and a half (1 1/2) years prior to the date of the bill in circumstances involving toll fraud.

2.6.8 Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

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SECTION 2: REGULATIONS2.7 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- (a) The adjustment shall be, at a minimum, a credit on the monthly bill for basic local exchange service and any associated taxes and surcharges proportional to the duration of the service interruption, with each occurrence of the loss of service for eight or more hours during the 24- hour period counting as one day. For the purpose of administering this paragraph, every month is considered to have 30 days. The customer shall be credited for an interruption of eight (8) hours or more at the rate of 1/30 of any applicable monthly rates.
 - (b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.
- A) A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of the Company's facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-Company equipment or systems; (iii) circumstances or causes beyond the control of the Company; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords the Company full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.; and (b) Customer does not continue to use the service on an impaired basis.
 - B) The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall the Company be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any of the Company's service, equipment, facilities, person or system provided or utilized under this Agreement.

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SECTION 2: REGULATIONS2.7 Allowances for Interruptions in Service2.7.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) due to circumstances or causes beyond the control of Company; and
- H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 24 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been affected and subject to the outage or cumulative service credits and shall not relieve the Customer of any and/or all outstanding and accrued amounts due on the specific circuit and/or service affected along with any applicable cancellation and/or termination charges.

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SECTION 2: REGULATIONS2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period and thereafter as cancellation and or termination fee based on facility shall be up to the actual remaining term for all Service Order periods and respective remaining balances thereof.

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SECTION 2: REGULATIONS

2.8 Cancellation of Service/Termination Liability (cont'd.)

2.8.1 Termination Liability

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

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term.
- D) the reasonable removal of all equipment specially ordered to service customers, including crating, shipping and insurance charges to Chicago if the Company can utilize the Equipment.

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SECTION 2: REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network2.9.1 Unauthorized Use of the Network

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

2.9.2 Liability for Calling Fraud

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling Services, provided that the unauthorized use occurs before the Company has been notified and suspends any use and/or traffic attributable to Customer.
- B) A Company may use service to make, local, long distance and/or International calls. Service is provided to the Customer by completion of a Service order Form ("SOF") and Customer specifies which calling service(s) they seek to purchase on a onetime and/or ongoing ordering basis. The Company shall make use of service available at the Customer's request upon completion of a completed SOF and upon installation of the Customers' service. The Customer or their user(s) will then be able to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C) The Customer must give the Company written notice that an unauthorized use of the Company calling has occurred or may occur as a result of loss, theft or other reasons.
- D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

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SECTION 2: REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.9.3 Liability for Credit Card Fraud and Other Unauthorized Use

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the Legamount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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SECTION 2: REGULATIONS2.10 Use of Customer's Service by Others2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Tennessee Regulatory Authority regulations governing such resale or sharing and subject to the discretion of the Company. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

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

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SECTION 2: REGULATIONS2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

2.12 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Mail or other communications should be delivered to:

American Dark Fiber, LLC
350 Franklin Gateway, Suite 300.
Marietta, Georgia 30067
Attn: Legal Department/Notices

- C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2: REGULATIONS

2.13 Operator Services Rules

A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - a) the operator service provider's name and address;
 - b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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SECTION 3: APPLICATIONS OF RATES3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

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

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

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SECTION 3: APPLICATIONS OF RATES3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll-Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- B) The airline distance between any two rate centers is determined as follows:
- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Telcordia document.
 - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - 6) 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.

$$7) \quad \text{FORMULA} = \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 4: SERVICE AREAS

4.2 Calling Areas

Geographically defined Local Calling Areas¹ are associated with each Local Exchange Service provided pursuant to Section 5.1. Local Exchange Services bearing the state specific NPA-NXX designations shall be supported as statewide

¹ Rates and rate plans for Local and IntraLATA Calling Area calls placed over Company-provided Local Exchange Service are set forth in Section 7.

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SECTION 5: LOCAL EXCHANGE SERVICE5.1 General

Local Exchange Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- G) Local Exchange Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to a caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service.

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SECTION 5: LOCAL EXCHANGE SERVICE

5.1 General (cont'd.)

Each Local Exchange Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Local Exchange Services are offered:

Basic Line Service (both Residential and Business)
Basic Trunk Service
DID Trunk Service
Digital Trunk Service
ISDN Primary Rate Interface (PRI) Service
IP Control Service
Private Line
POTS Lines

5.1.1 Monthly access rates for network access lines are determined by class of service and by rate group.

5.1.2 The appropriate rate group for each district is shown in section 5.2 following.

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SECTION 5: LOCAL EXCHANGE SERVICE5.2 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

For trunks equipped with Direct Inward Dial (DID) capability and DID number blocks, see Sections 5.5 & 5.6.

Non-recurring and Recurring charges per Basic Trunk as pricing is on Individual Case Basis (“ICB”) as more fully defined in section 11; 11.2 of this Tariff.

	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
All Service Areas	\$ICB	\$ICB

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SECTION 5: LOCAL EXCHANGE SERVICE5.3 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to the DID Trunk charges. Pricing is Individual Case Basis ("ICB") as more fully defined in section 11; 11.2 of this Tariff.

Non-recurring and Recurring charges per DID Trunk apply as follows:

	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
All Service Areas	\$ICB	ICB

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SECTION 5: LOCAL EXCHANGE SERVICE5.4 Digital Trunk Service

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability. Additional charges for DID number blocks are set forth in Section 6.2. Monthly recurring rates per Digital Trunk per point, are as pricing on an Individual Case Basis ("ICB") as more fully defined in section 11; 11.2 of this Tariff.

Per DS1	All Service Areas		
	1 year term	2 year term	3 year term
	\$ICB	\$ICB	\$ICB

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SECTION 5: LOCAL EXCHANGE SERVICE5.4 Digital Trunk Service (cont'd.)

Non-recurring rates per Digital Trunk per point apply as follows:

<u>Service Area</u>	<u>Non-Recurring Charge</u>
All Service Area	\$ICB

Customer may, at its option, procure links directly from another service provider other than the Company while subscribing to Company provided port elements.

5.5 ISDN Primary Rate Interface (PRI) Service

ISDN PRI is a competitive digital business telecommunications service offered to all customers located within Tennessee. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted within a T1 (1.544 Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. ISDN PRI end users will connect their CPE equipment to the Company's central office via T1 connections.

All Customer Provided Equipment (CPE) used with ISDN PRI is required to conform with the Telcordia Technical Reference Specifications as used by the Company: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TR-TSY-000754.

Pricing is Individual Case Basis ("ICB") as more fully defined in section 11; 11.2 of this Tariff.

5.5.1. Standard Features for Circuit Switched Voice and Circuit Switched Data Services

A) Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the ISDN PRI trunk to share "B" channels and arrange them as a single trunk group.

This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channel.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between the Company and the customer. All of the 23 channels (24 where technology permits) are usable as stand-alone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

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SECTION 5: LOCAL EXCHANGE SERVICE5.5 ISDN Primary Rate Interface (PRI) Service (cont'd.)5.6.1. Standard Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd)

B) Caller ID Capability

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

C) Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing "B" channels solely used for customer applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 Kbps access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

D) Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

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SECTION 5: LOCAL EXCHANGE SERVICE5.5 ISDN Primary Rate Interface (PRI) Service (cont'd.)5.5.1 Standard Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)

E) "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbs for each additional PRI port connection.

5.5.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services

A) Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A pre-determined "D" channel on another PRI connection would automatically take over call control and signaling functions.

B) System Intercommunication Service

Allows ISDN PRI "B" channels to connect to a Centrex business system or another Company provided ISDN PRI circuit that originates in the same central office. This feature is offered on a per trunk group basis only.

C) Call by Call for FX and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

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SECTION 5: LOCAL EXCHANGE SERVICE5.5 ISDN Primary Rate Interface (PRI) Service (cont'd.)5.5.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)

D) Network Ring Again

Enables station users whose Digital PBX is connected to a central office by ISDN Prime to complete calls to a busy station line in another system without redialing. The system may be in the same or a different central office.

E) Network Name Display

Allows the name of a station user calling over an ISDN PRI to be forwarded for display on a properly equipped customer-provided set. The terminating system may be in the same or a different central office.

5.5.3 Usage Rates

Voice and circuit switched calls will be subject to the usage charges in the Company's Basic Line Service as shown in section 8.3 of this tariff.

5.5.4 Line Charges

The rates shown below for PRI are exclusive of local and toll usage charges, T1, and associated customer premises equipment.

(Rates apply to All Service Areas)

1 year term 2 year term 3 year term

Per ISDN PRI	\$ICB	\$ICB	\$ICB
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SECTION 5: LOCAL EXCHANGE SERVICE5.6 IP Control Service

IP Control is a DID voice line equivalent service used to connect the public switched telephone network and a Customer's IP-based telephony equipment for the transmission of voice, data, or video traffic using Session Initiation Protocol (SIP). IP Control may be provisioned using Company or Customer provided access.

Trunk and port charges will be based on DS0-equivalent concurrent SIP sessions derived by taking the total incoming DID traffic divided by 7,000,000 minutes multiplied by 672. A minimum 24 DS0 equivalent SIP sessions is required and each additional concurrent SIP session will be billed individually.

Pricing is Individual Case Basis ("ICB") as more fully defined in section 11; 11.2 of this Tariff.

Monthly Recurring Charges (MRC)DID Charges Per DIDManaged Service
MRC

0 – 999,999 minutes of use per account	\$ICB
1,000,000 – 4,999,999 minutes of use per account	\$ICB
5,000,000 – 24,999,999 minutes of use per account	\$ICB
Greater than 25,000,000 minutes of use per account	\$ICB

Port Charges

Per DS0 equivalent	\$ICB
--------------------	-------

Trunk Charges

Per DS0 equivalent	\$ICB
--------------------	-------

Non-Recurring Charges (NRC)Installation Charge

Per DS1 Equivalent	\$ICB
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SECTION 6: LOCAL EXCHANGE OPTIONAL FEATURES6.1 Directory Listings

For each Customer of Company-provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise. At a Customer's option, the Company will arrange for additional listings based on pricing as Individual Case Basis ("ICB") as more fully defined in section 11; 11.2 of this Tariff.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	\$ICB	\$ICB

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SECTION 7: LOCAL AND INTRALATA CALLING SERVICE7.1 Description

Local and IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line and/or private line service to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local and IntraLATA calling areas, but within the caller's LATA. Pricing is Individual Case Basis ("ICB") as more fully defined in section 11; 11.2 of this Tariff.

7.2 Time Periods

Peak, Mid-Peak and Off-Peak rates apply as follows:

Rates	From	To but Not Including	Days
Peak	8:00 AM	5:00 PM	Monday-Friday
Off-Peak	5:00 PM	8:00 AM	Monday-Friday
	8:00 AM	8:00 AM	Saturday-Sunday
	8:00 AM	8:00 AM	Holidays*

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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SECTION 7: LOCAL AND INTRALATA CALLING SERVICE7.3 Rates

The rates set forth in this section apply to all direct-dialed local and IntraLATA calls. For operator-assisted local and intraLATA calls, the operator charges listed in Section 11.1.3 apply in addition to the charges listed below.

Pricing is Individual Case Basis (“ICB”) as more fully defined in section 11; 11.2 of this Tariff.

7.3.1 Rates for Local Calling

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

Per minute \$ICB

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SECTION 8: MESSAGE TOLL SERVICE8.1 Description

Message Toll Service enables a User of a Local Exchange line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's Local Calling Area, but within the State of Tennessee. Pricing is Individual Case Basis ("ICB") as more fully defined in section 11; 11.2 of this Tariff.

MTS calls will be billed in various increments and rounding based upon the services and pricing of the underlying Carrier which the Company resells. Company shall inform Customer by citing increment rounding and pricing for MTS in the Service Order Form.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- A) Subscriber MTS enables Users of Company-provided Local Exchange Services to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area, but within the State of Tennessee.
- B) Pre-subscriber MTS enables a User of a Local Exchange line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed MTS to originate calls to any station on the public switched telecommunications network within the State of Tennessee. Calls to stations bearing an NPA-NXX designation associated with a point outside the Customer's LATA may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

8.2 Rates

The rates set forth below are for all direct dialed Message Toll Service (MTS) calls. Rates for Operator assisted calls are set forth in Section 11.

	<u>Rate per 1st minute</u>	<u>Each additional minute</u>
A) <u>Subscriber</u>	\$ICB	\$ICB
B) <u>Pre-Subscriber</u>	\$ICB	\$ICB

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SECTION 9: LONG DISTANCE SERVICE9.1 Description

Long Distance Service enables a User of a Local Exchange line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside of the state of Tennessee. Pricing is Individual Case Basis ("ICB") as more fully defined in section 11; 11.2 of this Tariff.

Long Distance calls will be billed in various increments and rounding based upon the services and pricing of the underlying Carrier which the Company resells. Company shall inform Customer by citing increment rounding and pricing for Long Distance in the Service Order Form.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- A) Subscriber Long Distance enables Users of Company-provided Local Exchange Services to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the state of Tennessee.
- B) Pre-subscriber Long Distance enables a User of a Local Exchange line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed Long-Distance Service to originate calls to any station on the public switched telecommunications network within the State of Tennessee. Calls to stations bearing an NPA-NXX designation associated with a point outside the state of Tennessee may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

9.2 Rates

The rates set forth below are for all direct dialed Long-Distance calls. Rates for Operator-assisted calls are set forth in Section 11.

Rate per minute

- | | | |
|----|-----------------------|-------|
| A) | <u>Subscriber</u> | \$ICB |
| B) | <u>Pre-Subscriber</u> | \$ICB |

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SECTION 10: MISCELLANEOUS SERVICES

10.1 Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Services, to users accessing presubscribed public pay phones or customer provided stations, and to Customers and Users of another local exchange carrier's access lines which the Customer has pre-subscribed to the Company's outbound calling services.

10.1.1 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third-party telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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SECTION 10: MISCELLANEOUS SERVICES10.1 Operator Services (cont'd.)

Local exchange, IntraLATA, and Long-Distance calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 7 and 8, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 10.2.3 and Section 10.3.2 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

	<u>Per Call Charges</u>
Station-to-Station (Customer Dialed)	\$ICB
Person – to Person	\$ICB
Operator Dialed Charge (applies in addition to other operator charges, per minute)	\$ICB
Billed to Third Party (additional surcharge)	\$ICB

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SECTION 10: MISCELLANEOUS SERVICES10.2 Busy Line Verify and Line Interrupt Service10.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

10.2.2 Regulations

- A) A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- B) No charge will apply:
 - 1) When the calling party advises that the call is to or from an official public emergency agency.
 - 2) Under conditions other than those specified in 10.2.2(A) preceding.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 10: MISCELLANEOUS SERVICES10.2 Busy Line Verify and Line Interrupt Service (cont'd.)10.2.3 RatesPer Request Charges

Busy Line Verify Service (each request)	\$ICB
--	-------

Busy Line Verify and Busy Line Interrupt Service (each request)	\$ICB
--	-------

10.3 Directory Assistance10.3.1 Description

Customers and Users of the Company's calling services (excluding toll free services) may obtain directory assistance in determining telephone numbers within Tennessee by calling the Directory Assistance operator.

10.3.2 Rates

- A) Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

	<u>Local</u>
Per Number Requested	\$2.75

- B) A credit will be given for calls to Directory Assistance when:

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

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

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SECTION 10: MISCELLANEOUS SERVICES10.5 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following rates apply per occasion:

	<u>Non-Recurring</u>
Per occasion	\$100.00

10.6 Service Trip Charge

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may assess to the subscriber for the visit by the Company and reasonable hourly charges by the technician. The following rates apply per visit:

	<u>Non-Recurring</u>
Per visit	\$275.00

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SECTION 11: SPECIAL ARRANGEMENTS11.1 Special Construction11.1.1 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 and may include:

- A) non-recurring type charges;
- B) recurring type charges;
- C) termination liabilities; or
- D) combinations thereof.

11.1.2 Basis for Cost Computation

The costs referred to in 11.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation, and
 - 4) rights of way;
- B) cost of maintenance;

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SECTION 11: SPECIAL ARRANGEMENTS

11.1 Special Construction (cont'd.)

11.1.2 Basis for Cost Computation (cont'd.)

- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E) license or permit preparation, processing and related fees;
- F) tariff preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.
- I) environmental studies or assessments.

11.1.3 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 the customer.

- A) The termination liability period is the estimated service life of the facilities provided.

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SECTION 11: SPECIAL ARRANGEMENTS11.1 Special Construction (cont'd.)11.1.3 Termination Liability (cont'd.)

B) The amount of the maximum termination liability is equal to the estimated amounts for:

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- a) equipment and materials provided or used,
- b) engineering, labor and supervision,
- c) transportation, and
- d) rights of way;

2) license or permit 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.

C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 11.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 11.1.3(B) preceding shall be adjusted to reflect the re- determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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SECTION 11: SPECIAL ARRANGEMENTS11.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in answer to a bona fide request from a Customer or prospective Customer to develop a bid for a service and/or based upon the nature of request and product/service mix which the Customer is seeking determines all Company pricing. Due to the nature, type and nuances of each individual Customer pricing is based upon and contingent upon Customer need, requirement and additional specifications.

Rates as ICB will be offered to the Customer in writing and quoted in response to such Services and products specified in this tariff.

Contracts will be used in the circumstance of Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the Service Agreement provided to the Customer by the Company. Such contract offerings will be made available to similarly situated Customers in substantially comparable circumstances. Contracts are obtainable to any similarly situated Customer that places an order within 90 days of their effective date. In the event of a conflict between the Customer and the Company, the contract will take precedence over this tariff in regard to resolution of the conflict.

Contracts are subject to applicable law of a competent jurisdiction.

11.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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SECTION 12: GRANDFATHERED SERVICES

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