

NEW APPLICATION  
TELECOM  
**IP**  
PROFESSIONALS, INC.



ORIGINAL

Judith A. Riley, J.D.

December 3, 2015

Via UPS Overnight Delivery

Arizona Corporation Commission  
Docket Control  
1200 West Washington Street  
Phoenix, AZ 85007-2927

Arizona Corporation Commission  
**DOCKETED**

DEC 4 2015

DOCKETED BY *MS*

RECEIVED  
12316 Hidden Forest Blvd.  
Oklahoma City, OK 73142  
2015 DEC -4 P 12:05  
AZ CORP COMMISSION  
DOCKET CONTROL

RE: Application for Authority to provide competitive resold local exchange, competitive resold Interexchange, and Voice over Internet Protocol communications services on a wholesale basis only in the State of Arizona for ANPI, LLC.  
Docket No.

T-20947A-15-0405

Dear Commission:

Please find enclosed an original and thirteen (13) copies of ANPI, LLC's application for statewide authority to provide competitive resold local exchange, competitive resold Interexchange, and Voice over Internet Protocol communications services on a wholesale- only basis in the State of Arizona.

Please acknowledge receipt of this filing by file-stamping the duplicate cover letter, and returning it in the self-addressed stamped envelope included for this purpose.

If you have any questions or require additional information, please contact me at (405) 755-8177 ext. 103 or by email at [mdean@telecompliance.net](mailto:mdean@telecompliance.net).

Sincerely,

Matt W. Dean  
Regulatory Agent

Enclosures



(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

N/A

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

**Joseph O'Hara**  
**3243 Meadowbrook, Springfield, IL 62711**  
**Phone (217) 698-2860**  
**Fax (217) 698-0100**  
**Email: regulatoryaffairs@anpi.com**

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

**Judith A. Riley, Tax & Regulatory Consultant, Telecom Professionals, Inc.**  
**P.O. Box 720128**  
**Oklahoma City, OK 73172-0128**  
**Phone (405) 755-8177 x 100**  
**Fax (405) 755-8377**  
**Email: regcompliance@telecompliance.net**

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

**Heidi May Young, Customer Service Manager**  
**3243 Meadowbrook, Springfield, IL 62711**  
**Phone (877) 366-2674**  
**Fax (217) 698-0100**  
**Email: customerservice@anpi.com**

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- Sole proprietorship
- Partnership:    \_\_\_ Limited, \_\_\_ General, \_\_\_ Arizona, \_\_\_ Foreign
- Limited Liability Company:    \_\_\_ Arizona,  X  Foreign
- Corporation:    \_\_\_ "S", \_\_\_ "C", \_\_\_ Non-profit
- Other, specify: \_\_\_\_\_

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

(A-10) Indicate the geographic market to be served:



Statewide. (Applicant adopts statewide map of Arizona provided with this application).



Other. Describe and provide a detailed map depicting the area.

**See Attachment E**

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

**No, none of the Applicant's officers, partners, or managers have been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.**

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

**No, neither the Applicant nor any of its officers, directors, partners, or managers have been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years**

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

**Applicant agrees to publish legal notice of the Application in all counties where we are requesting authority to provide service, upon the Hearing Division's request to do so. See attachment C.**

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

**CenturyLink, Verizon, Level 3, Broadvox, Neutral Tandem, HyperCube, AT&T**

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

**Applicant is approved to offer Resold Interexchange services on a wholesale basis in the following states: AK, AL, CA, CO, CT, DE, GA, HI, IA, IL, IN, LA, MA, MD, ME, MI, MO, MT, NC, ND, NE, NJ, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, VT, WA, WI, WV, & WY.**

**Applicant is approved to offer Resold Local Exchange services on a wholesale basis in the following jurisdictions: AL, GA, HI, NJ, OH, SC, SD, & WI.**

**Applicant has not had an application denied in any state or jurisdiction.**

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

**Applicant currently offers telecommunications services similar to those that they will or intend to offer in Arizona in the following states: AK, AL, AR, CA, CO, CT, DE, FL, GA, HI, IA, ID, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, & WY.**

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

Applicant has two affiliates that provide telecommunications services. ANZ Communications, LLC ("ANZ") is the parent company for ANPI Business, LLC ("ANPI Business") and the Applicant is the managing member of Common Point, LLC ("Common Point"). ANZ is not a utility and does not provide communications services anywhere. ANZ owns ANPI Business, LLC and ANPI, LLC. ANPI Business provides retail telecommunications services in nearly every state. Common Point LLC is a wholesale provider of tandem access and switched access telecommunications services. The Applicant, ANPI, LLC, is a wholesale-only provider of Interexchange, local exchange, and Voice over Internet Protocol (VoIP) communications services. See Attachment G for an Organizational Chart.

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance  
 Decision # 64178 Resold LEC  
 Decision # 64178 Facilities Based Long Distance  
 Decision # 64178 Facilities Based LEC

#### B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes  No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

**Applicant is relying solely on its own financial merits.**

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

**Please refer to Attachment F for 1<sup>st</sup> year projections.**

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

**Please refer to Attachment F for 1<sup>st</sup> year projections.**

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

**Service will be provided under a resale arrangement. The company has no offices and no employees in Arizona.**

4. If the projected value of all assets is zero, please specifically state this in your response.
5. **Projected value of assets in Arizona is \$0.00.**
- 5.6. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

N/A

**C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(C-1) Indicate if the Applicant has a resale agreement in operation,

Yes

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

**D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

N/A

**E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

N/A

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

Yes

No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

Yes

No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes

No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

Matt W. Dean

(Signature of Authorized Representative)

December 3, 2015

(Date)

Matt W. Dean

(Print Name of Authorized Representative)

Regulatory Agent

(Title)

SUBSCRIBED AND SWORN to before me this 3rd day of December, 2015

Carrie L. Cobble  
NOTARY PUBLIC  
CARRIE L. COBBLE  
COMM. NO. 15002121  
NOTARY PUBLIC  
STATE OF OKLAHOMA  
EXP. 03/02/2019  
19

My Commission Expires

## LIST OF ATTACHMENTS

<b>ATTACHMENT A</b>	A-8.1 A-8.2 A-8.3	Arizona Certificate of Good Standing List of Limited Liability Company Managers Ownership Percentages
<b>ATTACHMENT B</b>	A-9 A-9	Proposed Tariff - No. 1 CLEC Proposed Tariff – No. 2 IXC
<b>ATTACHMENT C</b>	A-16	Proof of Publication
<b>ATTACHMENT D</b>	B-2	Consolidated Financial Statements - 2013 & 2014
<b>ATTACHMENT E</b>	A-10	Map of Proposed Service Area
<b>ATTACHMENT F</b>	B-4	Projected Total Revenue for First 12 Months – Expected Operating Expenses for First 12 Months
<b>ATTACHMENT G</b>	A-20	Organizational Chart

**ATTACHMENT A**

- A-8.1 Arizona Certificate of Good Standing
- A-8.2 List of Limited Liability Company Managers
- A-8.3 Ownership Percentages

**A-8.1 Arizona Certificate of Good Standing**

See Following Sheet

**A-8.2 List of Limited Liability Company Managers**

Kevin Jacobsen, Interim Chief Executive Officer and President  
Joseph O'Hara, Chief Financial Officer and Treasurer  
Eamon Egan, Secretary

All Officers can be reached at the Applicants Principal Business Address:

3243 Meadowbrook, Springfield, IL 62711

Toll Free (877) 366-2674  
Phone (217) 698-2860  
Fax (217) 698-0100

**A-8.3 Ownership Percentages**

<u>Name and Title</u>	<u>Ownership Percentage</u>
ANZ Communications, LLC	100%

# STATE OF ARIZONA

Office of the  
**CORPORATION COMMISSION**

**CERTIFICATE OF GOOD STANDING**

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

**\*\*\*ANPI, LLC\*\*\***

a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 16th day of May 2011.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 3rd day of December, 2015, A. D.



  
\_\_\_\_\_  
Jodi A. Jerich, Executive Director

By: \_\_\_\_\_ 1333260

**ATTACHMENT B**

**A-9 Proposed Tariff - No. 1 CLEC**

<b>A-9.1</b>	<b>Proposed Rates and Charges</b>	<b>Page 64</b>
<b>A-9.2</b>	<b>Maximum Rates and Charges</b>	<b>Page 64</b>
<b>A-9.3</b>	<b>Terms and Conditions</b>	<b>Page 10</b>
<b>A-9.4</b>	<b>Deposits and Advances</b>	<b>Page 27</b>
<b>A-9.5</b>	<b>Returned Check Fee</b>	<b>Page 38</b>

**RULES AND REGULATIONS  
RATES AND CHARGES  
APPLICABLE TO END USERS**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**AS PROVIDED BY**

**ANPI LLC**

**WITHIN THE STATE OF ARIZONA**

Docket No.

Decision No.

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Issued Date:

Effective Date:

Issued By:  
Joseph O'Hara, Chief Financial Officer  
ANPI LLC  
3243 Meadowbrook, Springfield, IL 62711

CHECK LIST

The Sheets of this tariff are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>
1	Original	31	Original	61	Original		
2	Original	32	Original	62	Original		
3	Original	33	Original	63	Original		
4	Original	34	Original	64	Original		
5	Original	35	Original	65	Original		
6	Original	36	Original	66	Original		
7	Original	37	Original	67	Original		
8	Original	38	Original	68	Original		
9	Original	39	Original	69	Original		
10	Original	40	Original	70	Original		
11	Original	41	Original	71	Original		
12	Original	42	Original	72	Original		
13	Original	43	Original				
14	Original	44	Original				
15	Original	45	Original				
16	Original	46	Original				
17	Original	47	Original				
18	Original	48	Original				
19	Original	49	Original				
20	Original	50	Original				
21	Original	51	Original				
22	Original	52	Original				
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24	Original	54	Original				
25	Original	55	Original				
26	Original	56	Original				
27	Original	57	Original				
28	Original	58	Original				
29	Original	59	Original				
30	Original	60	Original				

Issued Date:

Effective Date:

Issued By:

Joseph O'Hara, Chief Financial Officer  
ANPI LLC  
3243 Meadowbrook, Springfield, IL 62711

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Issued Date:

Effective Date:

Issued By:  
 Joseph O’Hara, Chief Financial Officer  
 ANPI LLC  
 3243 Meadowbrook, Springfield, IL 62711

**EXPLANATION OF SYMBOLS**

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

- C - Change in text due to changed regulation, term or condition that does not affect rates.
- D - Deleted material or discontinued service.
- I - Signifies a change resulting in a rate increase.
- M - Material moved from or to another part of the utility's tariff; a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes.
- N - New material, which can include new product, service, rate, term or condition(s).
- R - To signify a change resulting in a rate reduction.
- T - Change in text, but no change in rate(s), terms or conditions.

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Issued Date:

Effective Date:

Issued By:  
Joseph O'Hara, Chief Financial Officer  
ANPI LLC  
3243 Meadowbrook, Springfield, IL 62711

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by ANPI LLC, to customers within the state of Arizona.

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Issued Date:

Effective Date:

Issued By:  
Joseph O'Hara, Chief Financial Officer  
ANPI LLC  
3243 Meadowbrook, Springfield, IL 62711

**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

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

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

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

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Cloud** - a phone system that delivers calls over the internet, routes inbound calls to the correct workers inside a company, and provide telephony applications like voicemail and call recording.

**Commission** - Arizona Corporation Commission.

**Company or Carrier** - ANPI LLC

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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Issued Date:

Effective Date:

Issued By:

Joseph O'Hara, Chief Financial Officer

ANPI LLC

3243 Meadowbrook, Springfield, IL 62711

**SECTION 1.0 - DEFINITIONS (CONT'D)**

**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.

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

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

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG").

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**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.

**Internet Protocol Private Branch Exchange (IPBX)** - A private local telephone system that uses Internet protocol (IP) to provide telephone service within a building or group of buildings in a small geographic area.

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Issued Date:

Effective Date:

Issued By:

Joseph O'Hara, Chief Financial Officer  
ANPI LLC  
3243 Meadowbrook, Springfield, IL 62711

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**SECTION 1.0 - DEFINITIONS (CONT'D)**

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**LEC** - Local Exchange Company

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

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

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

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange - means a telephone system within an enterprise that switches call between enterprise users on local lines while allowing all users to share a certain number of external phone lines.

**Premises** - A building or buildings on contiguous property.

**Record Order Charge** - applied to existing Business Local Service Customers who initiated a change to their billing records, including but not limited to a suspension of services, change in name of billing party, or an addition or change of calling card or intraLATA calling plan services. A Service Order Charge is not charged with a Record Order Charge.

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

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Issued Date:

Effective Date:

Issued By:

Joseph O'Hara, Chief Financial Officer  
ANPI LLC

3243 Meadowbrook, Springfield, IL 62711

**SECTION 1.0 - DEFINITIONS (CONT'D)**

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service 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 and 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 services executed by the Customer and the Company in the format devised by the Company. The signing of an 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.

**Session Initiation Protocol (SIP)** - the use of voice over IP (VoIP) to facilitate the connection of a private branch exchange (PBX) to the Internet.

**Telecommunications Company or Provider** - Used throughout this tariff to mean ANPI LLC unless clearly indicated otherwise by the text.

**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.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

**Voice over Internet Protocol (VoIP)** - means facilities used to manage the delivery of voice information over the Internet.

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**SECTION 2.0 - RULES AND REGULATIONS**

## 2.1 Undertaking of the Company

## 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Arizona, and terminating within a local calling area as defined herein.

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 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.1 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 thirty (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.
- (C) Except as otherwise stated in the 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 proper 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) 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.
- (E) IP Voice service requires a high speed broadband connection which the Company can but does not always provide. Events beyond the Company's control may affect Service, such as power outages, fluctuations in the Internet, underlying Internet Service Provider (ISP) or broadband service, or maintenance. ANPI LLC will act in good faith to minimize disruptions to use of and access to Service.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

- A. (F) IP Voice Service is dependent upon electrical power and, even with a Customer premises back up power source, if the electrical provider and/or Company's cable network or facilities are not operating, the IP Voice Service, including the ability to access emergency 911 services, may not be available. The Company accepts no responsibility for Service outages due to the non-availability at the Customer's premises of electrical power.
- (G) This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.3 Terms and Conditions (Cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (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 jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

The Company hereby reserves its rights to establish optional service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) 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 (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. The customer must be offered a refund check as a choice for over-billing, not just a credit to the bill, if the amount of the over-billing is greater than 2 months local service charges and the refund must be mailed within 30 days of the request.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.4 Limitations on Liability (Cont'd.)

(D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
- (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (3) Any unlawful or unauthorized use of the Company's facilities and services;
- (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
- (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Limitations on Liability (Cont'd)

## (D) (Cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) 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 services or facilities.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) 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.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

## 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 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.1 Undertaking of the Company (Cont'd.)

## 2.1.6 Provision of Equipment and Facilities

- (A) 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.
- (B) 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 by the Customer.
- (C) 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 equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) 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 through 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 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.1 Undertaking of the Company (Cont'd.)

## 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 or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is 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;

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction (Cont'd.)

- (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.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require 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 the Arizona Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 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 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.3 Obligations of the Customer

## 2.3.1 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 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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.3 Obligations of the Customer (Cont'd.)

## 2.3.1 General (Cont'd.)

- (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;
  
- (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 an 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 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.3 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, invites, 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, and (2) 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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.4 Customer Equipment and Channels

## 2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated 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 of 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 MPOP.
- (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 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, subject to prior Customer approval of the equipment expense.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.4 Customer Equipment and Channels (Cont'd.)

## 2.4.3 Interconnection of Facilities

Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

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.

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.

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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.4 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.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.5 Customer Deposits and Advance Payments

## 2.5.1 Deposits

Company shall determine credit worthiness in an equitable and nondiscriminatory manner. The decision to require a deposit shall be based solely on the customer's or applicant's credit history and shall not be based upon location, income level, source of income, occupation, race, creed, sex, national origin, marital status, or number of dependents. The Company shall use the following criteria to determine whether to require a deposit, a guarantee, or other payment as a condition of new or continued service:

- (A) Company may require existing business customers to make deposits if their payment records show substantial nonpayment for jurisdictional services provided by the Company in any two of the last six months, or three of the last twelve months. A deposit may be required even if such customers have paid a part of the amount owed before the date of service disconnect for nonpayment. The Company must give the customer written notice of the amount of the deposit that is required. The written notice shall inform the customer that the deposit payment must be received in 15 calendar days.
- (B) Company may require an existing business customer to make a deposit if the Company has reason to believe the customer's credit worthiness is in jeopardy. Company shall keep on file the information or reason for this credit judgment and make the information available to the customer upon request. Unless the Company can reasonably demonstrate that the commercial enterprise is likely to cease operation, information which would lead the Company to change its judgment of the customer's credit worthiness shall be limited to bad debt records or tax liens.
- (C) Existing customers may be required by the Company to pay a deposit in full before service is restored whenever the denied service has been disconnected for non-payment of outstanding charges.
- (D) The company will offer at least one non-cash alternative for payment of a deposit.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.5 Customer Deposits and Advance Payments (Cont'd.)

## 2.5.2 Deposits - Conditions for No Deposit

- (A) A deposit is not required if the applicant or customer furnishes, to the Company's satisfaction, a third-party guarantor to secure payment of the customer's bills for jurisdictional services provided by the Company. The guarantee must be in writing. The amount of the guarantee cannot exceed the maximum amount of the deposit which would otherwise have been required. The guarantee shall remain in effect until terminated in writing by the guarantor, or until the customer has achieved a satisfactory payment record for jurisdictional services for 12 consecutive months. Company shall terminate the guarantee five working days after receiving the written notice from the guarantor or five working days after the 12 months satisfactory payment record ends.
- (B) A deposit is not required if the applicant has been a customer of the Company for a similar type of service within a preceding 12 consecutive month period, and applicant's credit was satisfactory and is not otherwise impaired.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.5 Customer Deposits and Advance Payments (Cont'd.)

## 2.5.3 Amount of Deposits

The amount of the deposit which may be required of a of a customer or applicant for the purpose of establishing credit shall not exceed an amount equal to the charges for 90 days' basic local exchange service and any associated taxes and surcharges.

Any applicant or existing customer who is required by the Company to pay a deposit for jurisdictional services may elect to pay the deposit in full, prior to receiving service, or enter into a written installment agreement for payment of the deposit.

Company shall pay interest on all customer deposits.

Company shall keep a record of each deposit until the deposit is returned. The record shall show the following:

- (a) The name of each customer making a deposit;
- (b) The premises occupied by the customer when making the deposit and each successive premises occupied while the deposit is retained by the Company;
- (c) The amount and date of making the deposit; and
- (d) A record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)****2.5 Customer Deposits and Advance Payments (Contd.)****2.5.4 Refund of Deposits**

Upon discontinuance of service, or when a customer establishes credit by other means, the Company shall promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the jurisdictional services furnished by the Company. A transfer of service from one location to another within the area served by the Company shall not be deemed a discontinuance of service with the Company if the character of the service remains unchanged.

When a deposit, with any associated interest, is applied to the liquidation of unpaid amounts owed to the Company, the Company will mail, or otherwise deliver to the customer, a statement showing the amount of the original deposit, plus any accrued interest, the amount of unpaid amounts owed to the Company liquidated by the deposit, plus any interest and the balance remaining due either to the customer or the Company.

Unless the Company has obtained sufficient factual information to determine that a customer is an unsatisfactory credit risk, the Company will promptly refund a customer's deposit, plus 6%, upon satisfactory payment of all proper charges for 12 consecutive months.

The Company will annually review accounts of customers with deposits and will refund deposits. At the option of the Company, a deposit plus accrued interest may be refunded in whole or in part at any time earlier than the times prescribed the previous paragraph.

In any event, if there is a balance due the customer after service is discontinued and a final bill is rendered by the Company, that balance shall then be due and payable within 10 working days to the customer without demand or notice from the customer. When a refund of the deposit cannot be made on the first attempt, the Company will make a reasonable effort to make the refund.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.5 Customer Deposits and Advance Payments (Cont'd.)

## 2.5.4 Refund of Deposits (Cont'd.)

Upon customer request when a deposit is refunded, the Company will render to the depositor a statement showing the amount of the deposit, the period the deposit was held, and the amount of interest refunded.

## 2.6 Payment Arrangements

## 2.6.1 Payment for Services

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 the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers located in the affected jurisdictions.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****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) A Customer's bill is past due if not paid within 30 days of the due date which must be at least 15 days after the billing date.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within at least 15 days after the date of the bill issuance.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (E) If any portion of the payment is not received by the Company within 30 days of the due date, 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 charge of 1.5% for business accounts per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)****2.6 Payment Arrangements (Cont'd.)****2.6.2 Billing and Collection of Charges (Cont'd.)**

- (G) The Customer should notify the Company of any disputed items on an invoice within ninety (90) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address and phone number of the Commission and the Company is as follows:

Arizona Corporation Commission  
Utilities Division  
1200 W. Washington St.  
Phoenix, AZ 850073  
(602) 542-4251  
(888) 222-7000 (within Arizona only)

- (H) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 3.3.
- (I) If a customer pays or is willing to pay all current charges and enters into a payment arrangement, service cannot be disconnected.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.6 Payment Arrangements (Cont'd.)

## 2.6.3 Discontinuance of Service for Cause

The Company may discontinue service by providing fifteen (15) days written notice prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail.

The Company may discontinue or suspend service without incurring any liability for the following reasons:

- (A) Upon nonpayment of any jurisdictional amounts owing to the Company. The company may be temporarily suspend for permanently discontinue service and may sever the connection and remove any of its equipment from the customer's premises after at least 15 days written notification.
- (B) Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.
- (C) Violation of any rule of the LEC or toll service provider on file with and approved by the Commission which may adversely affect the safety of the customer or other persons or the integrity of the provider's service.
- (D) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the customer or other persons or the integrity of the provider's service.
- (E) Failure of the customer to permit the LEC or toll service provider reasonable access to its facilities or equipment.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.6 Payment Arrangements (Cont'd.)

## 2.6.3 Discontinuance of Service for Cause (Cont'd.)

(G) The Company may discontinue service without notice:

- (1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- (2) Upon order by any court, the Commission, or any other duly authorized public authority; or
- (3) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

## 2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall notify the Company of their desire to terminate service. If special construction is involved, the required notice shall be written.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.6 Payment Arrangements (Cont'd.)

## 2.6.5 Cancellation of Application for Service

- (A) When the customer cancels 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.
- (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, may apply. 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 will be calculated and applied on a case-by-case basis.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

## 2.6 Payment Arrangements (Cont'd.)

## 2.6.6 Changes in Services 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 Return Check Charge

A service charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

## 2.7 Allowances for Interruptions in Service

## 2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative or when discovered by the company, whichever occurs first. An interruption period ends when the service, facility or circuit is operative.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.7 Allowances for Interruptions in Service (Cont'd.)****2.7.1 General (Cont'd.)**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) 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.

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) 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 connecting interruptions;

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.7 Allowances for Interruptions in Service (Cont'd.)

## 2.7.2 Limitations of Allowances (Cont'd.)

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

## 2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer is responsible for payment of the charges for the alternative service used.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.7 Allowances for Interruption in Service (Cont'd.)

## 2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) In the event the customer's jurisdictional service from a Company is interrupted and remains out of order for 8 or more hours during a continuous 24 hour period after being reported by the customer, or found to be out of order by the Company, (whichever occurs first) appropriate adjustments shall be automatically made by the Company to the customer's bill.

The adjustment will be, at a minimum, a credit on the monthly bill for jurisdictional Company services proportional to the duration of the service interruption, with each occurrence of the loss of service for 8 hours during the 24 hours time period counting as one day. For the purpose of administering this rule, every month is considered to have 30 days.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

## 2.7 Allowances for Interruption in Service (Cont'd.)

## 2.7.4 Application of Credits for Interruptions in Service (Cont'd.)

- (D) Company will not be required to provide an adjustment for the loss of service during time periods due to the following conditions:
- (a) the negligence or willful act of the customer; or
  - (b) a malfunction of facilities other than those under the control of the LEC; or
  - (c) natural disasters or other events affecting large numbers of customers such as described in Rule 16.1.4; or
  - (d) the inability of the LEC to gain access to the customer's premises when required.
- (E) In the event the Company misses a service call (i.e., an appointment for a premise visit associated with installation of new service) by more than four hours, the Company shall make a credit to the monthly bill of the customer in the amount of one-third the tariffed rate that was to be charged. This credit shall also apply when the Company misses scheduled installation work to be done in the central office.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.7 Allowances for Interruption in Service (Cont'd.)

## 2.7.5 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 or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) 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;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company 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.

**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) 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 discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

**2.9 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 to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS (CONTD.)**

## 2.10 Notices and Communications

- 2.10.2 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.
- 2.10.3 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.
- 2.10.4 Except as otherwise stated in this tariff, 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
- 2.10.5 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 3.0 - SERVICE CHARGES**

## 3.1 Service Order and Record Order Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service. Move or change existing service and equipment or add new or additional service and equipment other than access lines. This includes adding/changing/deleting features, custom calling features, ancillary features, Toll-Call Restriction, 900/700 blocking and telephone number change per order.

## Line Connection Charge

Each Line \$54.00

## Feature Change Charge

Each Line No Charge

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**SECTION 3.0 - SERVICE CHARGES (CONT'D.)****3.2 Network Premises Work Charge**

Network Premises Work Charge apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Network Premises Work Charge will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Network Premises Work Charge is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Network Premises Work vary by time per Customer request.

**3.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS**

4.1 General

4.1.1 Services Offered

The following Services are available to business Customers:

- Service Standard Business
- Line Service PBX Trunk Service
- VoIP PBX Service (iPBX)
- Direct Inward Dial (DID) Service
- Optional Calling Features
- Listing Services  
(including Non Published and Non Listed Services)
- Miscellaneous Services

4.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate or per call basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, VoIP PBX Service, DID Trunks and Digital/1.61 service.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)**

## 4.1 General (Continued)

## 4.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, Arizona State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)****4.2 Standard Business Line**

The Standard Business Line provides a Customer with unlimited local calling, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy (see Section 7.1 for rates).

**4.3 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer 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 PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DSO level.

**4.4 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enables DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)****4.5 Optional Calling Features**

The features listed in Section 9.4 are offered by the Company to Business Customers only. Refer to Rates in Section 9 of this tariff for specific features offered with each type of local exchange service.

**4.5.1 Features Descriptions**

- (A) **Abbreviated Access - One Digit & Two Digits (Shared List):** Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated code. Two arrangements are available, namely, Abbreviated Access, one-digit or Abbreviated Access, two-digit. The customer shares a speed call list with their Abbreviated Access provider and the provider controls the speed call list and informs clients of the digit(s) to dial to reach the predetermined telephone number.
- (B) **Call Forwarding - Busy Line (Expanded):** Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy.
- (C) **Call Forwarding - Busy Line (Overflow):** Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy.
- (D) **Call Forwarding - Busy Line (Programmable):** Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.
- (E) **Call Forwarding - Busy Line/Don't Answer (Expanded):** Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy or if the customer does not answer after a preset number of ringing cycles.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)**

## 4.5 Optional Calling Features (Cont'd.)

## 4.5.1 Features Descriptions (Cont'd.)

- (F) Call Forwarding - Busy Line/Don't Answer (External): Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy or to any number within the same central office switch if the called number does not answer (where available).
- (G) Call Forwarding Don't Answer (Basic): Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) Call Forwarding Don't Answer (Expanded): Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the customer does not answer after a preset number of ringing cycles.
- (I) Call Forwarding Don't Answer (Programmable): Allows a customer to have incoming calls forwarded to another number if the customer does not answer after a preset number of ringing cycles. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.
- (J) Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)**

## 4.5 Optional Calling Features (Cont'd.)

## 4.5.1 Features Descriptions (Cont'd.)

- (K) Call Rejection: Enables a customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.
- (L) Call Trace: Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. The customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The Company is not liable for damages if, for any reason, the Call Trace attempt is not successful. After three successful traces to the same number, the customer may request the Company take deterrent action. In extenuating circumstances, such as life and death threats, obscene or harassing calls, the Company will take appropriate deterrent action after one activation of Call Trace.
- (M) Call Transfer: Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three-party connection, and then to leave the connection without disconnecting the call.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)**

## 4.5 Optional Calling Features (Cont'd.)

## 4.5.1 Features Descriptions (Cont'd.)

- (N) Call Waiting - Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- (O) Caller ID - Number: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- (P) Caller ID - Name & Number: Allows for the automatic delivery of a calling party's name and telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment.
- (Q) Caller ID - With Privacy+: Includes the Caller Identification - Name and Number functionality and, in addition, provides the customer with the ability to screen private and unidentified calls that are placed to their number.
- (R) Continuous Redial: Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)**

## 4.5 Optional Calling Features (Cont'd.)

## 4.5.1 Features Descriptions (Cont'd.)

- (S) Dial Call Waiting: Allows a customer with a line equipped with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a preset access code and the telephone number of the line to which the signal is directed.
- (T) Directed Call Pickup: Allows a customer to answer a call, during the ringing cycle, that is directed to another line by dialing a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.
- (U) Distinctive Alert: Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Wailing. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.
- (V) Hot Line: Hot Line service allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.
- (W) Warm Line: Warm Line Service allows a customer to establish a switched connection to a predetermined number if the customer does not dial a number within a specified length of time after going off-hook. When the customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the central office switching equipment.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)**

## 4.5 Optional Calling Features (Cont'd.)

## 4.5.1 Features Descriptions (Cont'd.)

- (X) Last Call Return: Allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the calling party's number is blocked, by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available. This service is available on a usage or subscription basis.
- (Y) Priority Call: Allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.
- (Z) Receptionist - Name & Number: Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (AA) Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)**

## 4.6 Listing Services

For each Customer of Company-provided 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. At a Customer's option, the Company will arrange for additional listings for an additional charge.

## 4.6.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

## 4.6.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

## 4.7 Miscellaneous Services

## 4.7.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

## 4.7.2 Hunting Service

Hunting Service is an optional arrangement available to customers with two or more individual line or trunk services. For more specifics, please refer to Section 7.1.

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**SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)****4.8 Jurisdictional Reports**

For Voice over Internet Protocol ("VoIP") services, the Company will use the percentage of interstate originating Feature Group D usage to determine the Percent of Interstate Usage ("PIU") to apply to all other VoIP Services provided by the Company to the Customer.

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

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

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

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**SECTION 5.0 - LOCAL EXCHANGE SERVICES****5.1 General**

Local Exchange Services are provided through the use of resold facilities obtained from Other Telephone Companies. The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Arizona Commission.

**5.2 VoIP Services**

The Company provides resold local telecommunications services throughout all Counties of the State of Arizona. The Company provides hosted iPBX to business-class subscribers by way of VoIP technology using multiple interfaces including Cable Modem, DSL, Ethernet, MPLS, and others. The Company can also provide the local access circuit. The Company's traditional voice services such as local dial tone, access to 911, e911, Directory Assistance, and Operator Services are available by way of VoIP delivery.

The Company's local VoIP and SIP Trunk calling services include local, 411, 611, and 911 dialing. Outbound calling options include Calling Name (CNAM) and Caller ID (CID). Inbound calling includes new and ported Direct Inward Dialing. Directory Listing (DL) is also available. Facsimile over IP is supported.

The Company will provide the Hosted PBX functionality via the VoIP Provider cloud. The Customer may bring their own broadband connection, procure connectivity through a last mile provider (ILEC, CLEC, IXC, Fiber provider, etc.), or the Company can offer the direct connection to the Customer through a complete bundle of services. Bundles are available in term commitment lengths of 1, 2 or 3 years and may include a variety of the options listed as follows: DID/DNIS/DOD; New/Ported Numbers; Voice/Facsimile; Free Local Calling; Free On-Net Calling; CNAM; E911 or 911; Directory Assistance; Directory Listing; Managed/Quality of Service.

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**SECTION 6.0 - TELECOMMUNICATIONS RELAY SERVICE****6.1 Telecommunications Relay Service**

The Arizona Relay Service (AZRS) is a relay telecommunications service for the deaf, hearing and/or speech-disabled population of the state of Arizona. The service permits telephone communication between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech.

**6.2 Surcharge**

In addition to the charges provided in this tariff, a surcharge will apply to all business access lines served by the Company. This surcharge applies regardless of whether or not the access line uses the Arizona Relay Service.

This surcharge serves as the funding vehicle for the operation of the Arizona AZRS and shall be calculated by the Commission. The Commission shall compute the AZRS Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period.

The surcharge shall not be included in each subscriber's bill as part of the subscriber's base rate. The surcharge shall be listed as a separate item appearing on each customer's monthly billing statement as rendered by the Company. The charge shall be listed as the "Arizona Relay Service".

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**SECTION 7.0 - MISCELLANEOUS SERVICES****7.1 Hunting Services**

Hunting Service is an optional arrangement available to customers with two or more individual line or trunk services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line/trunk will overflow to other available lines/ trunks for that customer.

The increment for each individual line/trunk arranged for Hunting Service is in addition to the regular access line/trunk rate. The nonrecurring charge applies to establish, change to or from, or to rearrange companion line service. The following monthly increments are for each access line/trunk arranged.

	Maximum Nonrecurring Charge	Maximum Monthly Rate
Business		
- Access line/ trunk, each	\$10.00	\$8.35

**7.2 N-1-1 Abbreviated Dialing Codes****7.2.1 Description**

- A. Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.

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**SECTION 7.0 - MISCELLANEOUS SERVICES (CONT'D.)****7.2 N-1-1 Abbreviated Dialing Codes (Cont'd.)****7.2.1 Description (Cont'd.)**

- B. The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

211 - Community Information and Referral Services  
311 - Non-Emergency Governmental Services  
511 - Traffic and Transportation Information  
711 - Telecommunications Relay Service  
811 - Advance Notice of Excavating Activities (Call Before You Dig)

**7.2.2 Terms and Conditions**

- A. The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.)
- B. Access to these abbreviated dialing codes is not available through the following dialing arrangements:
- 1+, 0+, 0- (credit card, third-party billing, collect calls) 101XXXX
- In addition, operator assisted calls will not be completed.
- C. The Company will provide only the delivery of the calls. The entity that has been granted authorization to use the N-1-1 abbreviated dialing code will be responsible for providing any announcements and services to the callers.

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**SECTION 8.0 - PROMOTIONAL OFFERINGS / CONTRACT & ICB****8.1 Contract Rates / Individual Case Basis (ICB) Arrangements**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

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**SECTION 9 – RATES AND CHARGES**

Rates and charges are the same for all services, regardless of the technology used to deliver them. Current rates and charges are also the maximum rates.

9.1	<b><u>Access Ordering</u></b>	<b><u>Non-Recurring Charge</u></b>
	<u>Access Order Charge</u>	
	- Per Order	\$136.00
	<u>Service Date Change Charge</u>	
	A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge, as specified above, does not apply.	
	- Per Order	\$ 53.00
	<u>Design Change Charge</u>	
	The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.	
	- Per Order	\$ 53.00
	<u>Miscellaneous Service Order Charge</u>	
	- Per Occurrence	\$ 53.00

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**SECTION 9 – RATES AND CHARGES (CONT'D)**

9.2

**Other Services**

9.2.1

**Additional Engineering**

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

These labor charges are applicable for the following:

Additional Cooperative Acceptance testing  
Additional Manual Testing  
Maintenance of Service

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**SECTION 9 - RATES AND CHARGES (cont'd)**9.2.2 **Additional Labor**First Half Hour or  
Additional Labor PeriodsFraction ThereofInstallation or Repair \*

- |    |   |          |
|----|---|----------|
| A. | Overtime, outside of normally scheduled working hours on a scheduled work day, per technician | \$ 33.03 |
| B. | Premium Time, outside of scheduled work day, per technician                                   | \$ 44.04 |

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**SECTION 9 - RATES AND CHARGES (cont'd)**9.2 **Other Services (Cont'd)**

9.2.2 <u>Additional Labor</u> (Cont'd)	First Half Hour or <u>Fraction Thereof</u>
<u>Stand by *</u>	
A. Basic time, normally scheduled working hours, per technician	\$ 22.92
B. Overtime, outside of normally scheduled working hours on a scheduled work day, per technician.	\$34.37
C. Premium Time, outside of scheduled work day, per technician	\$45.83

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**SECTION 9 - RATES AND CHARGES (cont'd)**

**9.2 Other Services (Cont'd)**

<u>9.2.2 Additional Labor (cont'd)</u>	<u>First Half Hour Or Fraction Thereof</u>	
	<u>Additional Labor Periods</u>	I/R Technician
A. Testing and Maintenance with Other Telephone Companies or Other Labor	\$22.02	\$23.33
B. Overtime Pay Per Technician Outside of Normally Scheduled Working Hours on a Scheduled Work Day	\$33.03	\$34.99
C. Premium Time Per Technician Outside of Scheduled Work Day	\$44.04	\$46.65

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**SECTION 9 - RATES AND CHARGES (cont'd)**

<b>9.2 <u>Other Services (Cont'd)</u></b>	<b><u>Monthly Rate</u></b>	<b><u>Non-recurring Charge</u></b>
<b>9.2.3 <u>Entrance Facility</u></b>		
A. DS1 (1.544 Mbps.) Entrance Facility, Installation		\$281.00
B. DS1 (1.544 Mbps.) Entrance Facility, per Point of Termination	\$159.05	
C. DS3 (44.736 Mbps.) Entrance Facility, Installation		\$307.00
D. DS3 (44.736 Mbps.) Entrance Facility, per Point of Termination	\$1845.01	

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**SECTION 9 - RATES AND CHARGES (cont'd)**9.3 Business Local Exchange Services9.3.1 Non-recurring Charges

Processing/Application Fee	\$10.00
Reconnection/Activation Fee	\$50.00
Restoral Fee	\$25.00

9.3.2 Recurring Charges

List flat rate / measured rate services	\$59.99
---	---------

9.4 Business Local Exchange Services9.4.1 Packages Monthly

Package A	\$55.99
Each additional line	\$55.99
Unlimited local calling	
100 minutes of LD	
Package B	\$59.99
Each additional line	\$59.99
Unlimited local calling	
100 minutes of LD	
Caller ID	
Call Waiting	
Three-Way Calling	
Package C	\$69.99
Each additional line	\$69.99
Unlimited local calling	
Caller ID	
Call Waiting	
Three-Way Calling	

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**SECTION 9 - RATES AND CHARGES(cont'd)**9.4 Business Local Exchange Services (Cont'd)9.4.1 Packages (Cont'd) Monthly

Package D	\$79.99
Each additional line	\$79.99
Unlimited local calling	
Caller ID	
Call Waiting	
Three-Way Calling	
Call Return	
Call Block	
Call Forwarding Variable	
Call Forwarding Don't Answer-Basic	
Call Forwarding Busy Line-Basic	

9.4.2 Additional Non-recurring Charges

Add/Change/Delete Features	\$15.00
Caller ID Setup Fee	\$10.00
Change Name	\$15.00
Change Telephone Number	\$25.00
Non-Productive Trip Charge	\$90.00
Move – Order	\$50.00

9.4.3 Individual Feature Recurring Charges

Call Block	\$6.99
Call Forwarding	\$6.99
Call Return	\$7.99
Call Trace	\$11.99
Call Waiting	\$6.99
Caller ID	\$9.99
Speed Dial	\$5.99
Three-Way	\$6.99
Unpublished Number	\$5.99
Voice Mail	\$8.99

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**SECTION 9 - RATES AND CHARGES(cont'd)**

9.4.4 Directory Assistance

"1-411" local directory assistance	\$1.29 per call
"1-XXX-555-1212" directory assistance	\$0.99 per call

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**ATTACHMENT B**

**A-9 Proposed Tariff - No. 2 IXC**

<b>A-9.1</b>	<b>Proposed Rates and Charges</b>	<b>Page 22</b>
<b>A-9.2</b>	<b>Maximum Rates and Charges</b>	<b>Page 22</b>
<b>A-9.3</b>	<b>Terms and Conditions</b>	<b>Page 11</b>
<b>A-9.4</b>	<b>Deposits and Advances</b>	<b>Page 18</b>
<b>A-9.5</b>	<b>Returned Check Fee</b>	<b>Page 28</b>

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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ARIZONA

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

**ANPI, LLC**

This Tariff, filed with the Arizona Corporation Commission, contains the rates, terms and conditions applicable to the provision of competitive wholesale intrastate interexchange telecommunications services by ANPI, LLC, hereinafter referred to as the "Company", with its principal address at 3243 Meadowbrook, Springfield, IL 62711. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Docket No.

Decision No.

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Issued Date:

Joseph O'Hara  
Chief Financial Officer  
ANPI, LLC  
3243 Meadowbrook  
Springfield, IL 62711

Effective Date:

## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

## CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>
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26	Original						
27	Original						
28	Original						

\* Indicates new page revision with this issue

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Chief Financial Officer  
ANPI, LLC  
3243 Meadowbrook  
Springfield, IL 62711

Effective Date:

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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Issued Date:

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Chief Financial Officer  
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3243 Meadowbrook  
Springfield, IL 62711

Effective Date:

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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Chief Financial Officer  
ANPI, LLC  
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**TARIFF FORMAT**

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Page No. 3 and Page No. 4 would be numbered Page No. 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding associated with this Tariff. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)

Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current page number. When new pages are added, the check sheet is changed to reflect the revisions; all revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page, if these are the only changes made to it. The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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Joseph O'Hara  
Chief Financial Officer  
ANPI, LLC  
3243 Meadowbrook  
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ANPI, LLC

A.C.C. Tariff No. 2  
Original Sheet No. 6

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES**

The Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Arizona Corporation Commission and with Arizona laws. In the event of a conflict between any of ANPI, LLC's tariff provisions (including provisions governing the duty to defend, indemnification, hold harmless, and limitation of liability), and State of Arizona Law, State of Arizona Law shall prevail. Full Terms of Service are available on the Company's website at [www.anpi.com](http://www.anpi.com).

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Joseph O'Hara  
Chief Financial Officer  
ANPI, LLC  
3243 Meadowbrook  
Springfield, IL 62711

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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1. **APPLICATION OF TARIFF**

- 1.1 This Tariff contains regulations, rates and charges applicable to the provision of competitive wholesale intrastate interexchange telecommunications services by ANPI, LLC hereinafter referred to as the "Company", with its principal address at 3243Meadowbrook, Springfield, IL 62711 for communications within the State of Arizona.
- 1.2 This service is available only to certified telecommunications carriers located throughout the State of Arizona.
- 1.3 When services and facilities are provided in part by the Company and in part by other Companies, the regulations of the Company apply to that portion of the service or facilities which it supplies.
- 1.4 The Company may, from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.
- 1.5 In the event of a conflict between any of ANPI, LLC's tariff provisions (including provisions governing the duty to defend, indemnification, hold harmless, and limitation of liability), and State of Arizona law, state of Arizona law shall prevail.

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2. **DEFINITIONS**

The following definitions apply for certain terms used generally throughout this Tariff:

Commission: Arizona Corporation Commission

Company: ANPI, LLC

Exchange: A geographical area for the administration of telecommunications services established and described by the tariff of a telecommunications company providing basic local telecommunications service.

Facilities: All Company-owned or operated equipment and cable facilities used to provide telecommunications services.

Interexchange Service: Telecommunications service between points in two or more exchanges.

Network Interface: A point on a reseller's premises where the network service is electrically terminated. This physical interface, or demarcation point, is a standard registration jack or its equivalent which provides electrical isolation between the Company network and reseller premises services. This interface may be audio, video, and/or data originations or terminations designated appropriately on the Company provided equipment.

Premises: A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Reseller: The certified telecommunications carrier which contracts with the Company in order to receive telecommunications services from the Company.

Reseller Customer: The person, firm, corporation or other legal entity which contracts with the Reseller in order to receive telecommunications services from the Reseller.

Reseller-provided Terminal Equipment: Devices, apparatus and their associated wiring provided by a Reseller which is used with the network facilities or other equipment furnished by the Company.

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3. **PROVISION OF SERVICE**

The Company shall provide wholesale intrastate interexchange telecommunications service to Resellers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. The Company will not provide services to any Reseller until a contract has been executed.

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4. **OBLIGATIONS OF THE RESELLER**

A. Conditions for Use

Service may be used for the transmission of information of the Reseller provided that:

1. The Reseller has entered into a written contract with the Company;
2. The Reseller shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Reseller, upon request, shall furnish such information and access to its location(s) and/or Reseller Customer's locations(s) as may be required to permit the Company to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Reseller and the Company.
4. Reseller shall indemnify and hold the Company harmless for (i) any damages caused by any of Reseller's illegal acts in connection with its use of services; (ii) Reseller's breach of any obligation under its contract with Company or Reseller's infringement of any third party right arising from the use of any services, equipment and software not provided by Company; and (iii) any third party or end user claims, actions, damages, liabilities, costs, judgments or expenses (including attorney fees) arising out of or relating to Reseller's and/or Reseller's Customer's use, resale or reselling of the services.

B. General Obligations

The Reseller shall be responsible for:

1. Compliance with the terms and conditions contained in this Tariff or in the contract between the Reseller and the Company governing the service.
2. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Reseller or Reseller Customer's with the interface equipment provided and/or sanctioned by the Company.
3. Damage to, or destruction of, Facilities caused by negligence or willful act of the Reseller or Reseller Customer's or their agents.

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4. **OBLIGATIONS OF THE RESELLER** (Cont'd)

B. General Obligations (Cont'd)

4. Providing, maintaining and installing all terminal equipment on the Reseller premises side of the network interface. The Reseller shall ensure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Reseller-provided equipment shall meet applicable Federal Communications Department's Rules and Regulations and will allow for the testing of Company Facilities.
5. All actions or omissions of a person, firm or corporation appointed by the Reseller as its agent. Any limitations of an agent's authority shall not be binding on the Company.
6. Any breach of the terms and conditions contained in this Tariff or in the contract between the Reseller and the Company governing the service.

C. Payment of Rates and Charges

1. The Reseller is responsible for payment of all rates and charges as specified in the the contract with the Company, for service furnished by the Company to the Reseller or Reseller Customer's.
2. Unless otherwise designated by the contract with the Reseller, Reseller will pay Company within twenty days after the bill was rendered, without regard to Reseller receiving payment from its Reseller's Customers. The payment due date will be clearly and conspicuously identified on the Reseller's bill. Late payments will be subject to a 1½% interest charge per month or, if it is less, the highest authorized rate prescribed by applicable state law or the Commission. In addition, failure to pay any past due or currently due amounts may result in termination of service.
3. Company may include on the Reseller's invoice a surcharge equal to the pro rata share of any tax, fee, charge or surcharge now or hereafter imposed upon the Company associated with the provision of any service to Reseller.

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5. **OBLIGATIONS OF THE COMPANY**A. **Undertakings**

The undertaking of the Company is to furnish service as ordered and specified by the Reseller, and as limited by the terms and conditions of this Tariff and the contract entered into between the Reseller and the Company. This offering is subject to the availability of Facilities.

B. **Liability and Indemnification**

1. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
2. The Company's shall not be liable for, and shall be fully indemnified and held harmless by Reseller and the Reseller's Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this Tariff; or for any act or omission of the Reseller or Reseller's Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
3. The Company shall not be liable for any defacement of or damage to the premises of a Reseller or the Reseller's Customer, resulting from the furnishing of service, which is not the result of the Company's negligence.

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**OBLIGATIONS OF THE COMPANY** (Cont'd)

4. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Reseller or Reseller's Customer for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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6. **SERVICE PERIOD**

The period for which service will be provided by the Company to the Reseller or Reseller Customer's shall be the period specified in the contract between the Reseller and the Company.

7. **SERVICE CANCELLATIONS**

A. **Discontinuance of Service by the Company**

1. Unless otherwise specified in the contract between the Company and Reseller, the Company, by such written notice to the Reseller as specified in the contract between the Reseller and the Company, may discontinue furnishing service without incurring liability, upon:
  - a. If a condition immediately dangerous or hazardous to life, physical safety, or property exists;
  - b. Upon an order of any court, the commission, or any other duly authorized public authority; or
  - c. If service was obtained fraudulently or without the authorization of the Company.
2. The Company may deny or discontinue service to a Reseller without the Reseller's permission and with prior notice only for one or more of the following reasons:
  - a. Nonpayment of a past due bill not in dispute;
  - b. Failure to make a security deposit or obtain a guarantee when one is required;

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**SERVICE CANCELLATIONS** (Cont'd)

- c. Obtaining service by subterfuge;
  - d. Violation of any rule of the Company filed with the commission;
  - f. Failure to comply with laws and regulations pertaining to telecommunications service; or
  - g. Failure of the Reseller to permit the Company reasonable access to the Reseller's facilities or equipment.
3. The Reseller shall be notified in writing of the Company's intention to discontinue service and be allowed not less than five days from the date of the notification to respond. If the notification is mailed to the Reseller, the Reseller shall be allowed an additional two days to respond. All notices of proposed discontinuance must state:
- a. The reason for and date of the scheduled discontinuance of service; and
  - b. Actions which the Reseller may take to avoid discontinuance of service.
4. The following do not constitute sufficient cause for denying or discontinuing service:
- a. Failure to pay directory advertising charges; and
  - b. Failure to pay any disputed amount pending resolution of the dispute.
- B. Billing disputes.**
- 1. When a dispute arises between a Reseller and the Company regarding any bill, the Company may require the Reseller to pay the undisputed portion of the bill. The Company shall conduct an appropriate investigation of the disputed charge or charges and shall provide a report of the investigation to the Reseller. Where the dispute is not reconciled, the Company shall advise the Reseller that the Reseller has the right to file a complaint with the commission regarding the dispute.
  - 2. A Reseller shall be rebilled under the appropriate tariff schedule when:
    - a. The Reseller was billed under a tariff schedule for which the Reseller was not eligible; or

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**SERVICE CANCELLATIONS** (Cont'd)

- b. The Reseller was eligible for billing under more than one schedule but was billed under a schedule contrary to the Reseller's election or if the Reseller's election was based on erroneous information provided by the Company.
3. Nothing in subsection (b) requires the Company to adjust billings when the Company has acted in good faith based on the information available.
4. If the Company under bills as a result of the Company's omission or negligence and the amount owed by the Reseller has accumulated over a period of one month and exceeds \$25, the Company shall offer and enter into reasonable arrangements for the payment of the amount owed by the Reseller. If the Company overbills a Reseller, the Company shall refund the overbilled amount. The Company may refund the overbilled amount by a credit on future bills; provided that if the refund amount is \$25 or more, the Company shall offer the Reseller a choice of a cash refund.
5. The Company may not consider a Reseller's bill past due unless it remains unpaid for twenty (20) calendar days after the billing date stated on the bill.

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**8 – CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

## 8.1 Deposits

Company shall determine credit worthiness in an equitable and nondiscriminatory manner. The decision to require a deposit shall be based solely on the customer's or applicant's credit history and shall not be based upon location, income level, source of income, occupation, race, creed, sex, national origin, marital status, or number of dependents. The Company shall use the following criteria to determine whether to require a deposit, a guarantee, or other payment as a condition of new or continued service:

- (A) Company may require existing business customers to make deposits if their payment records show substantial nonpayment for jurisdictional services provided by the Company in any two of the last six months, or three of the last twelve months. A deposit may be required even if such customers have paid a part of the amount owed before the date of service disconnect for nonpayment. The Company must give the customer written notice of the amount of the deposit that is required. The written notice shall inform the customer that the deposit payment must be received in 15 calendar days.
- (B) Company may require an existing business customer to make a deposit if the Company has reason to believe the customer's credit worthiness is in jeopardy. Company shall keep on file the information or reason for this credit judgment and make the information available to the customer upon request. Unless the Company can reasonably demonstrate that the commercial enterprise is likely to cease operation, information which would lead the Company to change its judgment of the customer's credit worthiness shall be limited to bad debt records or tax liens.
- (C) Existing customers may be required by the Company to pay a deposit in full before service is restored whenever the denied service has been disconnected for non-payment of outstanding charges.
- (D) The company will offer at least one non-cash alternative for payment of a deposit.

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**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

## 8.2 Deposits - Conditions for No Deposit

(A) A deposit is not required if the applicant or customer furnishes, to the Company's satisfaction, a third-party guarantor to secure payment of the customer's bills for jurisdictional services provided by the Company. The guarantee must be in writing. The amount of the guarantee cannot exceed the maximum amount of the deposit which would otherwise have been required. The guarantee shall remain in effect until terminated in writing by the guarantor, or until the customer has achieved a satisfactory payment record for jurisdictional services for 12 consecutive months. Company shall terminate the guarantee five working days after receiving the written notice from the guarantor or five working days after the 12 months satisfactory payment record ends.

(B) A deposit is not required if the applicant has been a customer of the Company for a similar type of service within a preceding 12 consecutive month period, and applicant's credit was satisfactory and is not otherwise impaired.

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**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

8.3 Amount of Deposits

The amount of the deposit which may be required of a of a customer or applicant for the purpose of establishing credit shall not exceed an amount equal to the charges for 90 days' basic local exchange service and any associated taxes and surcharges.

Any applicant or existing customer who is required by the Company to pay a deposit for jurisdictional services may elect to pay the deposit in full, prior to receiving service, or enter into a written installment agreement for payment of the deposit.

Company shall pay interest on all customer deposits.

Company shall keep a record of each deposit until the deposit is returned. The record shall show the following:

- (a) The name of each customer making a deposit;
- (b) The premises occupied by the customer when making the deposit and each successive premises occupied while the deposit is retained by the Company;
- (c) The amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit.

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**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS****8.4 Refund of Deposits**

Upon discontinuance of service, or when a customer establishes credit by other means, the Company shall promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the jurisdictional services furnished by the Company. A transfer of service from one location to another within the area served by the Company shall not be deemed a discontinuance of service with the Company if the character of the service remains unchanged.

When a deposit, with any associated interest, is applied to the liquidation of unpaid amounts owed to the Company, the Company will mail, or otherwise deliver to the customer, a statement showing the amount of the original deposit, plus any accrued interest, the amount of unpaid amounts owed to the Company liquidated by the deposit, plus any interest and the balance remaining due either to the customer or the Company.

Unless the Company has obtained sufficient factual information to determine that a customer is an unsatisfactory credit risk, the Company will promptly refund a customer's deposit, plus 6%, upon satisfactory payment of all proper charges for 12 consecutive months.

The Company will annually review accounts of customers with deposits and will refund deposits. At the option of the Company, a deposit plus accrued interest may be refunded in whole or in part at any time earlier than the times prescribed the previous paragraph.

In any event, if there is a balance due the customer after service is discontinued and a final bill is rendered by the Company, that balance shall then be due and payable within 10 working days to the customer without demand or notice from the customer. When a refund of the deposit cannot be made on the first attempt, the Company will make a reasonable effort to make the refund.

Upon customer request when a deposit is refunded, the Company will render to the depositor a statement showing the amount of the deposit, the period the deposit was held, and the amount of interest refunded.

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## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**SECTION 9 – RATES AND CHARGES**

Rates and charges are the same for all services, regardless of the technology used to deliver them. Current rates and charges are also the maximum rates.

9.1	<b><u>Access Ordering</u></b>	<b><u>Non-Recurring Charge</u></b>
	<u>Access Order Charge</u>	
	- Per Order	\$136.00
	<u>Service Date Change Charge</u>	
	A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge, as specified above, does not apply.	
	- Per Order	\$ 53.00
	<u>Design Change Charge</u>	
	The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.	
	- Per Order	\$ 53.00
	<u>Miscellaneous Service Order Charge</u>	
	- Per Occurrence	\$ 53.00

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**RATES AND CHARGES**9.2 **Other Services**

## 9.2.1

**Additional Engineering**

		Fraction Thereof
A.	Additional Engineering Basic Time per engineer normally scheduled working hours	\$ 25.35
B.	Overtime per engineer outside of normally scheduled working hours	\$ 38.02
C.	Premium Time outside of scheduled work day, per engineer	\$ 50.69

These labor charges are applicable for the following:

Additional Cooperative Acceptance testing  
Additional Manual Testing  
Maintenance of Service

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**RATES AND CHARGES**9.2.2 **Additional Labor**

<u>First Half Hour or Additional Labor Periods</u>	<u>Fraction Thereof</u>
--	-------------------------

**Installation or Repair \***

- |  |          |
|--|----------|
| A. Overtime, outside of normally scheduled working hours on a scheduled work day, per technician | \$ 33.03 |
| B. Premium Time, outside of scheduled work day, per technician                                   | \$ 44.04 |

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**RATES AND CHARGES**

9.2 **Other Services (Cont'd)**

9.2.2 <u>Additional Labor (Cont'd)</u>	<u>First Half Hour or Fraction Thereof</u>
A. Basic time, normally scheduled working hours, per technician	\$ 22.92
B. Overtime, outside of normally scheduled working hours on a scheduled work day, per technician.	\$34.37
C. Premium Time, outside of scheduled work day, per technician	\$45.83

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## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**RATES AND CHARGES**9.2 **Other Services (Cont'd)****9.2.2 Additional Labor (cont'd)**

<u>Additional Labor Periods</u>	<u>First Half Hour Or Fraction Thereof</u>	
	<u>I/R Technician</u>	<u>CO Technician</u>
D. Testing and Maintenance with Other Telephone Companies or Other Labor	\$22.02	\$23.33
E. Overtime Pay Per Technician Outside of Normally Scheduled Working Hours on a Scheduled Work Day	\$33.03	\$34.99
F. Premium Time Per Technician Outside of Scheduled Work Day	\$44.04	\$46.65

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## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**RATES AND CHARGES**

9.2 <u>Other Services</u> (Cont'd)	<u>Monthly Rate</u>	<u>Non-recurring Charge</u>
9.2.3 <u>Entrance Facility</u>		
A. DS1 (1.544 Mbps.) Entrance Facility, Installation		\$281.00
B. DS1 (1.544 Mbps.) Entrance Facility, per Point of Termination	\$159.05	
C. DS3 (44.736 Mbps.) Entrance Facility, Installation		\$307.00
D. DS3 (44.736 Mbps.) Entrance Facility, per Point of Termination	\$1845.01	

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**RATES AND CHARGES**9.3 Directory Assistance

“1-411” local directory assistance	\$1.29 per call
‘1-XXX-555-1212” directory assistance	\$0.99 per call

9.4 Return Check Charge

A service charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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**ATTACHMENT C**

A-16 Proof of Publication

**The Arizona Republic**

**NOTICE OF APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND  
NECESSITY TO PROVIDE COMPETITIVE RESOLD LOCAL EXCHANGE, RESOLD  
INTEREXCHANGE, AND VOICE OVER INTERNET PROTOCOL  
COMMUNICATIONS SERVICES ON A WHOLESALE BASIS ONLY BY ANPI, LLC**

ANPI, LLC ("Applicant") has filed with the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate") to provide competitive resold local exchange, competitive resold Interexchange, and Voice over Internet Protocol communications services on a wholesale basis only in the State of Arizona. Applicant will be required by the Commission to provide this service under the rates and charges and terms and conditions established by the Commission.

A.R.S. § 40-282 provides that the Commission may act on an application for a Certificate to provide resold telecommunications services without a hearing, or with a hearing, if one is requested by any party. Applicant or any other party must request a hearing within twenty (20) days of the date of this notice, or the Commission will rule on the application without a hearing.

The applications, report of the Commission's Utilities Division Staff, and any written exceptions to the Staff report prepared by the applicant are available for inspection during regular business hours at the offices of the Commission located at 1200 West Washington Street, Phoenix, Arizona 85007, and at Applicant's place of business, 3243 Meadowbrook, Springfield, IL 62711.

Under appropriate circumstances, interested parties may intervene in the proceedings, and participate as a party. Intervention shall be in accordance with the A.A.C. R14-3-105, except that all motions to intervene must be filed on or within twenty (20) days of the date of this notice. You may have the right to intervene in the proceedings, or you may make a statement for the record. If you have any comments, mail them to:

The Arizona Corporation Commission  
Attention Docket Control  
RE: ANPI, LLC  
Docket No. \_\_\_\_\_  
1200 West Washington Street, Phoenix, Arizona 85007

All Comments should be received within twenty (20) days of the date of this notice.

If you have any questions about this application or have any objections to its approval, you may contact the Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, AZ 85007, or call (602) 542-4251 or (800) 222-7000.

The Commission does not discriminate on the basis of disability in admission to its public meetings. Persons with a disability may request reasonable accommodations such as a sign language interpreter, as well as request this document in an alternative format, by contacting Shaylin Bernal, ADA Coordinator, phone number (602) 542-3931, or Email at [SABernal@azcc.gov](mailto:SABernal@azcc.gov). Requests should be made as early as possible to allow time to arrange the accommodations.

**ATTACHMENT D**

B-2 Consolidated Financial Statements

**2013 and 2014**

**FILED CONFIDENTIALLY**

**(Protective agreement and redacted financials are attached. Confidential financials will be submitted upon approved Protective Agreement.)**

**BEFORE THE ARIZONA CORPORATION COMMISSION**

Application of ANPI LLC )  
for a Certificate of Convenience and )  
Necessity to Provide Resold ) DOCKET \_\_\_\_\_  
Local Exchange Telecommunications )  
Services throughout the State of Arizona )

**MOTION FOR PROTECTIVE TREATMENT**

**Introduction**

COMES NOW ANPI LLC ("Applicant"), pursuant to R14-2-1505(D), hereby files this Motion for Protective Treatment ("Petition") in the above-captioned proceeding. By this Motion, the Applicant seeks protective treatment by the Arizona Corporation Commission ("Commission") of certain commercially-sensitive financial statements attached as *Attachment D*, by ANPI LLC for a Certificate of Convenience and Necessity to Provide Resold Local Exchange Telecommunications Services throughout the State of Arizona.

In support of this Motion, the Applicant provides the following:

1. The exact legal name, address and telephone number of the Applicant is:

ANPI LLC  
3243 Meadowbrook  
Springfield, IL 62711

2. Correspondence or communications regarding this Motion should be addressed to:

Matt W. Dean, Regulatory Agent  
Telecom Professionals, Inc.  
P.O. Box 720128  
Oklahoma City, OK 73172-0128  
Telephone: 405-755-8177 x 103

Email: [mdean@telecompliance.net](mailto:mdean@telecompliance.net)  
Facsimile: 405-755-8377

**I. Description of Confidential Information.**

1. The Application requires the Applicant to disclose evidence of financial fitness through the submission of documentation of its financial resources and ability to provide the requested service. In conformity with this requirement, the Applicant submits copies of its financial statements. These documents contain highly confidential and strictly proprietary information, the public disclosure of which may result in direct, immediate and substantial harm to the competitive position of the Applicant in Arizona and elsewhere.

**II. Grounds for Claim of Confidentiality.**

1. The Applicant is presently immune from a legal obligation to prepare or submit projected financial statements, or any other financial information, to any public entity. As such, the financial statements attached as *Exhibit D* to the Application are not readily available to persons external to Applicant.

2. Because the projected financial statements submitted by the Applicant in support of the Application contain confidential and commercially-sensitive information from which its competitors may derive economic value, the Applicant seeks to protect such material from public disclosure. The Applicant derives independent economic value from the fact that significant, detailed and proprietary information regarding its financial structure and current financing activities is unknown to its competitors. Given this fact, the disclosure of this information could provide existing and potential competitors, including interexchange carriers in Arizona, as well as in other states in which the Applicant provides or intends to provide telecommunications service, with an unfair and undeserved competitive advantage.

CONCLUSION

The financial information included in support of the Applicant's Application, for which Confidential Treatment is sought, is both proprietary and competitively-sensitive. The substantial and direct harm that could be caused to the Applicant as a result of any disclosure is real and not speculative. Moreover, to date, no other jurisdiction or governmental agency has required the Applicant to make this information available to the public. For all these reasons, the financial statements attached as *Exhibit D* to the Application should be protected from public disclosure by the Commission.

*WHEREFORE*, the Applicant respectfully requests that the Arizona Corporation Commission grant this Motion for Protective Treatment with respect to the financial statements attached as *Attachment D* to the Application of ANPI LLC for a Certificate of Convenience and Necessity to Provide Resold Local Exchange Telecommunications Services in the State of Arizona filed be *under seal* as Confidential in this proceeding.

Dated this 3<sup>rd</sup> Day of December, 2015

Respectfully submitted,



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Matt W. Dean  
Telecom Professionals, Inc.  
P.O. Box 720128  
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Email: [mdean@telecompliance.net](mailto:mdean@telecompliance.net)

**ANPI, LLC**  
**Balance Sheet - As of 12/31/2013**

	<u>ANPI LLC</u>
<b>ASSETS</b>	
Current assets	REDACTED
Cash and cash equivalents	REDACTED
	REDACTED
	REDACTED
Accounts receivable (net)	REDACTED
Due from affiliate	REDACTED
Current maturities of note receivable from Common Point	REDACTED
Prepays and other current assets	REDACTED
	REDACTED
Total current assets	REDACTED
Property and equipment	REDACTED
Assets not yet placed in service	REDACTED
Total cost	REDACTED
Less accumulated depreciation	REDACTED
	REDACTED
Net property and equipment	REDACTED
	REDACTED
Intangible assets	REDACTED
Less accumulated amortization	REDACTED
	REDACTED
Net intangible assets	
Other assets	REDACTED
Investment in Common Point	REDACTED
Investment in affiliates	REDACTED
Deposits	REDACTED
Goodwill	REDACTED
Note receivable	REDACTED
Note receivable from Common Point	REDACTED
	REDACTED
Total other assets	REDACTED
	REDACTED
Total assets	REDACTED

**ANPI, LLC**  
**Balance Sheet - As of 12/31/2013**

**LIABILITIES AND MEMBERS' EQUITY**

Current liabilities	REDACTED
Accounts payable	\$ REDACTED
Accrued operating expenses	REDACTED
Customer prepayments	REDACTED
Accrued taxes	REDACTED
Accrued payroll	REDACTED
Other current liabilities	REDACTED
Current portion of long-term debt	REDACTED
Total current liabilities	REDACTED
Long-term liabilities	REDACTED
Long-term debt	REDACTED
Total long-term liabilities	REDACTED
Members' equity	REDACTED
Contributed Capital - Class A members, no par value; 800 units authorized; 800 units issued and outstanding at December 31, 2012 and 2011	REDACTED
Contributed Capital - Class B members no par value; 200 units authorized; 55 units issued and outstanding at December 31, 2012 and 2011	REDACTED
Retained earnings	REDACTED
Total members' equity	REDACTED
Non-controlling interest	REDACTED
Total equity	REDACTED
Total liabilities and members' equity	\$ REDACTED

**ANPI, LLC**  
**Income Statement - For the Year Ended 12/31/13**

		ANPI LLC
<b>Sales</b>	\$	REDACTED
		REDACTED
<b>Cost of sales</b>		REDACTED
		REDACTED
<b>Gross Profit</b>		REDACTED
<b>Operating Expenses</b>		REDACTED
Sales and marketing expenses		REDACTED
Impairment of intangible asset		REDACTED
General and administrative expenses		REDACTED
<b>Total operating expenses</b>		REDACTED
		REDACTED
<b>Operating income</b>		REDACTED
<b>Other income (expense)</b>		REDACTED
Loss on disposal of assets		REDACTED
Equity in earnings of unconsolidated ent		REDACTED
Interest income		REDACTED
Interest expense		REDACTED
Other income (expense)		REDACTED
<b>Net other income (expense)</b>		REDACTED
		REDACTED
<b>Income before provision for income tax</b>		REDACTED
		REDACTED
<b>Provision for income taxes</b>		REDACTED
		REDACTED
<b>Income before non-controlling interest</b>		REDACTED
		REDACTED
<b>Net income attributable to the non-controlling interest</b>		REDACTED
		REDACTED
<b>Net income</b>		REDACTED
		REDACTED
<b>Other comprehensive income</b>		REDACTED
		REDACTED
<b>Comprehensive income</b>	\$	REDACTED

ANPI, LLC  
Management Balance Sheet  
As of December 31, 2014  
Unaudited

2014

ASSETS

Current Assets

Cash & Cash Equivalents  
Investment in Securities Available for Sale  
Restricted Cash

Total Cash Equivalents, Investments and Restricted Cash

Accounts Receivable  
Less: Allowance for Doubtful Accounts

Accounts Receivable, net

Other Receivable - Zone USA Indemnification  
Other Receivable - ANPI Holding Indemnification  
Other Receivables  
Due From / (To) Associates  
Accrued Distributions

Due from affiliate

Current Maturity of Note Receivable - Common Point  
Current Maturity of Note Receivable - TD Comm Settlement

Current maturities of notes receivable

Prepaid Insurance  
Prepaid Rent  
Prepaid HW & SW Maintenance  
Other Prepaid Expenses  
JPMorgan Credit Card Clearing  
Accrued Income Tax Benefit  
Deferred Tax Asset - Current  
Inventory - i-Mage WIP  
Inventory - VOIP Equipment

Total Prepaid and Other Current Assets

Total Current Assets

Non-Current Assets

Property and Equipment  
Assets not yet placed in service

Total Cost  
Less: Accumulated Depreciation

Net Property and Equipment

Intangible Assets  
Less: Accumulated Amortization

Net Intangible Assets

Other Non-Current Assets

Investment in Common Point  
Deposits  
Investment in India  
Deferred UC Equipment Costs  
Deferred Financing Costs  
Goodwill  
Long-Term Notes Receivable - Common Point  
Long-Term Notes Receivable - TD Comm Settlement  
Deferred Tax Asset

Total Other Non-Current Assets

Total Non-Current Assets

TOTAL ASSETS

ANPI, LLC  
 Management Balance Sheet  
 As of December 31, 2014  
 Unaudited

2014

**LIABILITIES & SHAREHOLDERS' EQUITY**

**Current Liabilities**

Accrued Purchases - Outstanding POs  
 Accounts Payable - General  
 Accounts Payable - Employee Reimbursements  
 Accounts Payable - Credit Cards  
 Accounts Payable - IXC's  
 Net Prebilled & Unbilled Toll  
 Carrier Disputes  
 Carrier Contingent Liabilities

REDACTED  
 REDACTED  
 REDACTED  
 REDACTED  
 REDACTED  
 REDACTED  
 REDACTED

Total Trade Accounts Payable

REDACTED

Accrued Operating Expenses  
 Customer Prepayments

REDACTED  
 REDACTED

Accrued Sales Tax  
 Accrued FUSF

REDACTED  
 REDACTED

Total Accrued Taxes

REDACTED

Accrued Salary & Payroll Taxes  
 Accrued Bonus

REDACTED  
 REDACTED

Total Accrued Payroll

REDACTED

Other Current Liabilities  
 Current Maturities of Long-Term Debt  
 Deferred Tax Liability

REDACTED  
 REDACTED  
 REDACTED

Total Current Liabilities

REDACTED

Long-Term Debt / Due To Ekong

REDACTED

Total Non-Current Liabilities

REDACTED

Total Liabilities

REDACTED

**Shareholders' Equity**

Common Stock, \$0.01 par value  
 Additional Paid-In Capital, Common Stock  
 Total Common Equity  
 Preferred Stock, \$0.01 par value  
 Additional Paid-In Capital, Preferred Stock  
 Total Preferred Equity  
 Contributed Capital

REDACTED  
 REDACTED  
 REDACTED  
 REDACTED  
 REDACTED  
 REDACTED

Income Distributions  
 Tax Distributions  
 Retained Earnings  
 Current Earnings

REDACTED  
 REDACTED  
 REDACTED  
 REDACTED

Retained Earnings

REDACTED

Total Members' Equity

REDACTED

**TOTAL LIABILITIES & MEMBERS' EQUITY**

REDACTED

Check

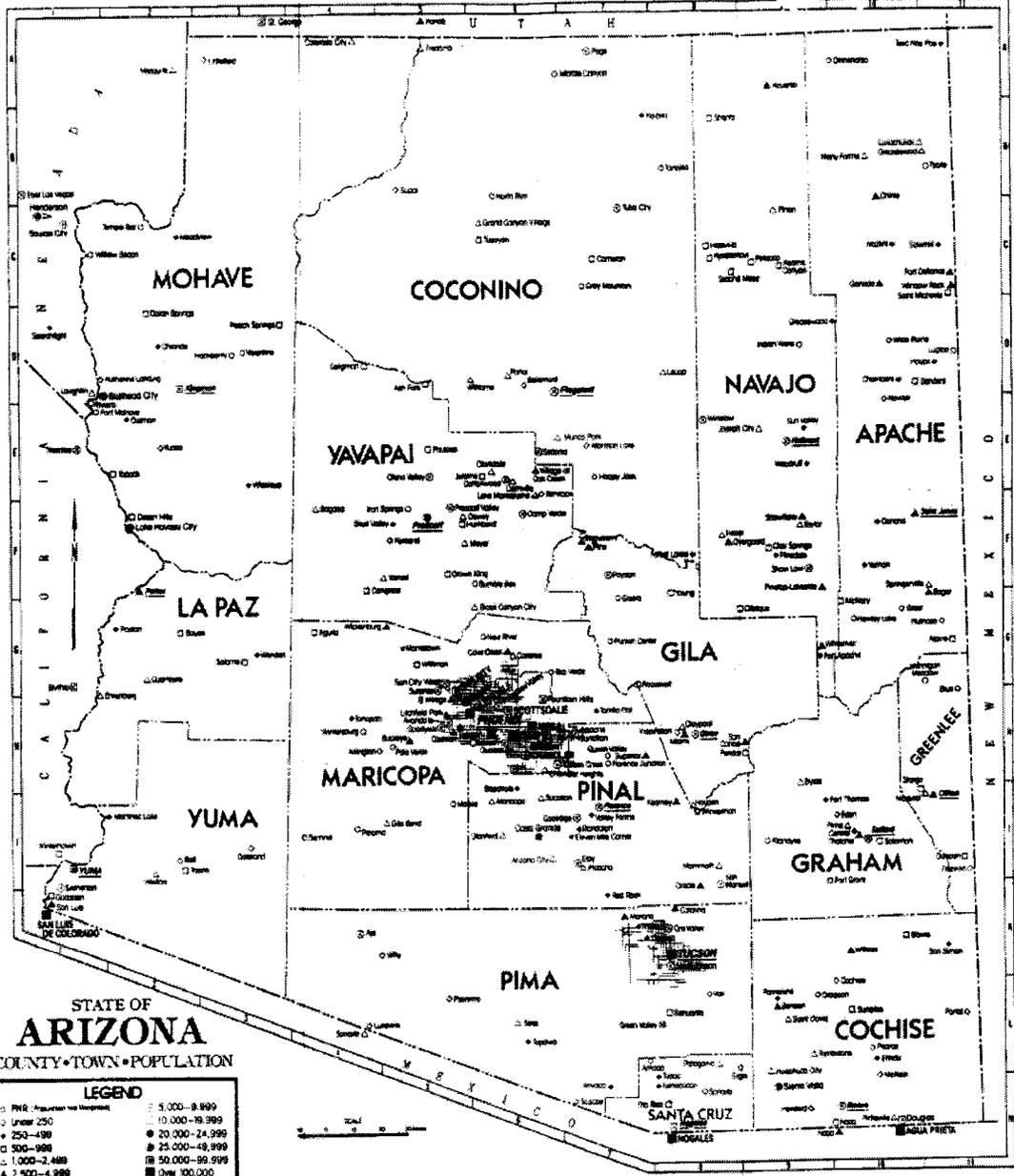
REDACTED

ANPI, LLC  
 Management Income Statement  
 For the Twelve Months Ending December 31, 2014  
 Unaudited

	YTD 2014
<b>Minutes of Use</b>	REDACTED
<b>Revenue</b>	REDACTED
<b>Cost of Revenue</b>	REDACTED
<b>Gross Profit</b>	REDACTED
<b>OPERATING EXPENSES</b>	
<b>Total Sales &amp; Marketing</b>	REDACTED
<b>Total General &amp; Administrative</b>	REDACTED
<b>Impairment of Intangible</b>	REDACTED
<b>TOTAL OPERATING EXPENSES</b>	REDACTED
<b>Operating (Loss) / Income</b>	REDACTED
<b>Other Income / (Expense)</b>	
Interest Income	REDACTED
Interest (Expense)	REDACTED
Other (Expense) / Income	REDACTED
Patronage Dividend	REDACTED
Gain / (Loss) on Disposal	REDACTED
Profit / (Loss) in Subsidiary	REDACTED
<b>Total Other Income / (Expense)</b>	REDACTED
<b>Income / (Loss) Before Taxes</b>	REDACTED
<b>Total Income Tax Expense</b>	REDACTED
<b>NET INCOME / (LOSS)</b>	REDACTED

**ATTACHMENT E**

A-10 Map of Proposed Service Area



STATE OF ARIZONA  
COUNTY • TOWN • POPULATION

**LEGEND**

○ PNR (Population Not Reported)	● 5,000-9,999
○ Under 250	● 10,000-19,999
○ 250-499	● 20,000-24,999
○ 500-999	● 25,000-49,999
○ 1,000-2,499	● 50,000-99,999
○ 2,500-4,999	● Over 100,000

Source: County Seat

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COUNTY	TOWN	POPULATION	COUNTY POPULATION									
ARIZONA COUNTY	Arizona	1,234	1,234									
	...	...	...									
	COCHISE COUNTY	...	...	...								
		COCONINO COUNTY	...	...	...							
			GILIA COUNTY	...	...	...						
				MARICOPA COUNTY	...	...	...					
					PINAL COUNTY	...	...	...				
						PIMA COUNTY	...	...	...			
							SANTA CRUZ COUNTY	...	...	...		
								YAVAPAI COUNTY	...	...	...	
									YUMA COUNTY	...	...	...

**ATTACHMENT F**

B-4 Projected Total Revenue for First 12 Months  
B-4 Expected Operating Expenses for First 12 Months

Accrual Basis

**ANPI, LLC**  
**2016 Arizona Projection**  
**January through December 2015**

	<b>Jan - Dec 2016</b>
Ordinary Income/Expense	
Income	
Recurring Income	\$ 444,550.38
Non-Recurring Income	
Inside Wire Extensions-Income	
Install Income	\$ -
Late Fee Income	
Total Income	\$ 444,550.38
Cost of Goods Sold	
Telecom Line Costs - COGS	
MRC Telecom Services - COGS	\$ 348,205.27
Telecom Line Costs Install - COGS	\$ -
Total COGS	\$ 348,205.27
Gross Profit	\$ 96,345.11
Expense	
Accounting and Legal Fees	\$ 2,525.10
Marketing Services	\$ 14,292.98
Total Expense	\$ 16,818.07
Net Ordinary Income	\$ 79,527.04
Other Income/Expense	
Other Expense	
Amortization Expense	\$ 2,367.74
Depreciation Expense	\$ 3,661.34
Interest Expense	
Finance Charge	
Loan Interest	
Interest Expense - Other	
Total Interest Expense	
Total Other Expense	\$ 3,661.34
Net Other Income	\$ 1,125.82
<b>Net Income</b>	<b>\$ 75,865.70</b>

**ATTACHMENT G**

A-20 Organizational Chart

# ANPI-Zone Organizational Chart

