

ORIGINAL



AMERICAN FIBER NETWORK



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October 11, 2007

Arizona Corporation Commission
DOCKETED

NOV 19 2007

Docket Control Center
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007

DOCKETED BY	
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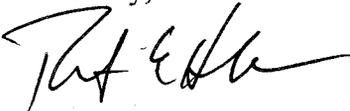
Re: Amended application to the application filed November 29, 2006-Docket No. T-03815A-06-0747

To Whom It May Concern:

Attached please find the amended application to the above referenced original application which was filed on November 29, 2006.

Should you require additional information, please advise.

Sincerely,



Robert E. Heath
EVP

AZ CORP COMMISSION
DOCKET CONTROL
2007 NOV 19 P 2:50

RECEIVED

If the Applicant wants to provide any type of Non-Customer Owned Pay Telephone (“COPT”) telecommunications services in Arizona, provide the Arizona Corporation Commission (“Commission”) with information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity (“CC&N”) will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus thirteen (13) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure you use the Application form dated July 7, 2006. Also, make sure you answer each numbered item and part of the item in each section of the Application form. If you do not use the correct Application form and/or do not completely answer the numbered item(s), Staff will request the Applicant to re-submit the Application form and/or complete any of the numbered item(s) and part of the item in a data request. In order for Staff to review your Application, complete the following form. Thank you.

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

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

Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

Type of Service: NA

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: NA

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

American Fiber Network, Inc.

9401 Indian Creek Parkway, St. 280

Overland Park, KS 66210

(913)338-2658

fax (913)661-0538

information@afnltd.com

www.afnltd.com

(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:

Robert E. Heath

9401 Indian Creek Pkwy, St. 280

Overland Park, KS 66210

(913)338-2658

Fax (913)661-0538

Rob.heath@afnltd.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:

Contact Mr. Heath. No attorney or consultant being utilized with this application.

(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:

Robert E. Heath

9401 Indian Creek Pkwy, St. 280

Overland Park, KS 66210

(913)338-2658

Fax (913)661-0538

Rob.heath@afnltd.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, _____ Foreign

Corporation: _____ "S", X "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.
2. Tariff Maximum Rate and Prices to be charged.
3. Terms and Conditions Applicable to provision of Service.
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service.
5. The proposed fee that will be charged for returned checks.

American Fiber Network, Inc. currently has an approved tariff. We are including the revised "Title Sheet", "Check Sheet", and "Table of Contents". Also included with the stamped unchanged pages are new pages for Section 5 which covers "Coinless Pay Telephone Service" and Section 6 which covers "Access Service".

(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.

(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 pending 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.

There are no formal or informal complaints against American Fiber Network, Inc. or any of its officers, directors or partners.

(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 officer, director, manager, or partner of American Fiber Network, Inc. has been or is currently involved in any civil or criminal investigation, or has 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 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.

AFN will supply a bond if required.

(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.

We published legal notice previously with our resale application. The Company will work with its documents processor to provide all necessary notification at the Hearing Division's request if another round of notifications are required.

(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.

We are currently reselling the Local Exchange Service of Qwest and Global Crossing long distance.

(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.

The Applicant has applied for and received authority to provide facilities-based Local Exchange Service in FL, MI, TX, OR, WA, MT, ID, CO, NM, MN, UT, KS, MO, LA, AL, MS, NC, SC, TN, KY, GA, VA, AR, WY, SD, ND, NE and HI.

(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.

The Applicant currently provides facilities-based Local Exchange Service to customers in FL, MI, TX, OR, WA, MT, ID, CO, NM, MN, UT, KS, MO, LA, AL, MS, NC, SC, TN, KY, GA, VA, AR, WY, SD, ND, NE and HI.

(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.

There are no known affiliate providers of service currently operating in AZ.

(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. **There is not an audit statement specific to AFN.**
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.

The Applicant has financed its growth independently from its founding in 1991 until it was acquired July of 2005 by MobilePro Corporation, and most recently by USA Telephone. It is still operated as a separate business entity and funds all aspects of its operations through its own revenues.

(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. **\$214,000.**
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification. **\$182,650.**
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. **No assets are planned for AZ.**
4. If the projected value of all assets is zero, please specifically state this in your response. **There is no current plan for equipment, etc. within the state of AZ, so the projected value is \$0.**
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts. **Not applicable.**

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.

T-03815A-00-0515

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.

30 days after the certificate has been issued.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(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

We do not currently have plans to install our own switch, but will be utilizing the existing facilities of the ILECs. We do allow "fully equal access".

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.

[Handwritten Signature]

(Signature of Authorized Representative)

11/16/2007

(Date)

ROBERT E. HEATH

(Print Name of Authorized Representative)

EVP

(Title)

SUBSCRIBED AND SWORN to before me this 16 day of November, 2007

[Handwritten Signature]

NOTARY PUBLIC  JAMES W. HAYNES
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
MARCH 31, 2009

My Commission Expires 3/31/2009

Attachment A

Certificate of Good Standing

Officers

Ownership

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****AMERICAN FIBER NETWORK, INC.*****

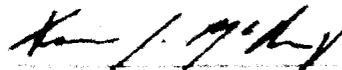
a foreign corporation organized under the laws of Delaware did obtain authority to transact business in the State of Arizona on the 8th day of October 1999.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1522, has been delivered in the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal 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 27th Day of November, 2006, A. D.




Executive Director

Order Number: 105300

Officers and Directors

Chief Executive Officer	Bill Fogg 5 Bragdon Lane Kennebunk, ME 04043
President	Douglas C. Bethell 9401 Indian Creek Suite 280 Overland Park, KS 66210
Secretary/treasurer	Michael Carbonneau 5 Bragdon Lane Kennebunk, ME 04043

Ownership

<u>Name, Address and Telephone</u>	<u># of Shares Owned</u>	<u>% of Shares Issued</u>	<u>%of Voting Control</u>
United Systems Access, Inc. 5 Bragdon Lane Kennebunk, Maine 04043 (207) 467-8350 (Tel) (207) 437-8341 (Fax)	1,000	100%	100%

Attachment B

Tariff

TITLE SHEET

ARIZONA TELECOMMUNICATIONS PRICE LIST

This price list contains the description, regulation, and rates applicable to the furnishing of service and facilities for alternative local exchange and access telecommunications services provided by American Fiber Network, Inc. with principal offices at 9401 Indian Creek Parkway, Suite 280, Overland Park, KS 66210. This price list applies for services furnished within the state of Arizona. This price list 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.

ISSUED: November 16, 2007
By:

Robert E. Heath, Ex. Vice President
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

EFFECTIVE: _____

CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date at the bottom of this page.

<u>SHEET</u>	<u>Revision</u>
1	1 st Revised
2	1 st Revised
3	1 st Revised
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original

ISSUED: November 16, 2007
By:

Robert E. Heath, Ex. Vice President
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

EFFECTIVE: _____

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ISSUED: November 16, 2007
By:

Robert E. Heath, Ex. Vice President
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

EFFECTIVE: _____

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SYMBOLS SHEET

The following are the symbols used for the purposes indicated below:

- C – To signify changed regulation
- D – Delete or Discontinue
- I – Change Resulting in an Increase to a Customer's Bill
- M – Moved from Another Price List Location
- N – New
- R – Change Resulting in a Reduction to a Customer's Bill
- S – To signify reissued matter
- T – Change in Text or Regulation but no Change in Rate or Charge

ISSUED: October 5, 2001

By:

Robert E. Heath, Ex. Vice President
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

EFFECTIVE: October 5, 2001

APPROVED FOR FILING

DECISION # 63837

ORIGINAL**PRICE LIST FORMAT SHEETS**

- A. Sheet Numbering – Sheet number appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision number also appear in the upper right corner of each page. These numbers are used to determine the most current sheet, version on file with the FPSC. For example the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next highest level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(I).
- D. Check Sheet – When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED: October 5, 2001

EFFECTIVE: October 5, 2001

By:

Robert E. Heath, Ex. Vice President
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

APPROVED FOR FILING

DECISION # 63837

ORIGINAL**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

Access Line – An arrangement which connects the Customer's location to the Company's network switching center.

Commission – The Arizona Corporation Commission.

Company or Carrier – American Fiber Network, Inc.

Customer – The person, firm, corporation or other entity which orders service and is responsible for payment of charges due, and compliance with the Company's tariff regulations.

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

Exchange – The entire telephone plant and facilities used in providing telephone services to subscribers located in an exchange area.

Exchange Carrier – Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Exchange Service – The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

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

Incumbent Local Exchange Carrier (ILEC) – Any certificated local exchange company who held a Certificate of Convenience and Necessity before September 1, 1995.

Individual Case Basis – A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA – A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

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

Local Service – Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff.

Local Service Area – That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Message – A completed telephone call.

Non-Recurring Charges – The one-time charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

ISSUED: October 5, 2001

By:

Robert E. Heath, Ex. Vice President
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

EFFECTIVE: October 5, 2001

APPROVED FOR FILING
DECISION # 63837

ORIGINAL

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (cont)

Premises – customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire – Inside (premises) wire (simple wire) refers to all non-system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

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

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

Service Order – The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Services – The company's local and interexchange telecommunications services offered to the Customer within the State of Arizona.

Speed Dial – Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station – Telephone equipment from or to which calls are placed.

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

User – A Customer or any other person authorized by the Customer to use Services provided under this tariff.

ISSUED: October 5, 2001

By:

Robert E. Heath, Ex. Vice President
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

EFFECTIVE: October 5, 2001

APPROVED FOR FILING
DECISION # 63837

ORIGINAL**SECTION 2 – RULES, REGULATIONS AND SERVICE QUALITY CRITERIA**

2.1 Undertaking of: American Fiber Network, Inc.

2.1.1 Scope

- 2.1.1.1 The Company undertakes to furnish intrastate telecommunications services within the state of Arizona under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.
- 2.1.1.2 The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment of Facilities

- 2.1.2.1 The Company reserves the right to limit or 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.
- 2.1.2.2 The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier or other providers to the Company for resale.

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued if a Customer's account is not paid in full on the due date. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- 2.1.3.2 At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.3.3 This tariff shall be interpreted and governed by the laws of the State of Arizona.
- 2.1.3.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.5 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company's service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including the delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of right-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or local exchange companies.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company excluding attorney's fees. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of 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 proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
2. Patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
3. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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

2.1.4.13 With respect to Emergency Number 911 Service:

1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.13 (Cont'd)

2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, or occasion by the use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.14 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.1.4.15 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.16 When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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 routing and preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 The company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- 2.1.6.2 The company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not nor may the Customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- 2.1.6.3 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. Beyond this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
 2. the reception of signals by Customer provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routing Installation

At the Customer's request, installation and/or maintenance may be performed outside Company's regular business hours or in hazardous locations. In such cases, charges based on the 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 into time periods including, but not limit to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors or the Incumbent Local Exchange Carrier.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

1. placing orders for service.
When placing an order for service, Customer must provide:
 - a) the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - b) the name(s), telephone number(s), and address(es) of the Customer contact person(s).
2. the payment of all applicable charges pursuant to this tariff.
3. reimbursing the Company for damages 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
4. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
5. 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 local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with 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 a order for service;
6. 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's 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.
7. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to, the location of company facilities and equipment in any customer premises or the rights-of-way for which Customer is responsible under section 2.3.1.E above; 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;

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2.3 Obligations of the customer (Cont'd)

2.3.1 General (Cont'd)

8. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
9. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act of omission of the Customer, its employees, agents, representatives or invitees; or
2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- 2.4.1.1 Services furnished by the Company may be connected to the services or facilities of other authorized 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. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- 2.4.1.2 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of other may be provided at the Customer's expense.
- 2.4.1.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provision of this tariff.
- 2.4.1.4 The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2 Inspections

- 2.4.2.1 Upon reasonable 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 herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.2.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such actions 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. The company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the customer or authorized Users. Objections must be received by the Company within 5 days after the due date, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 10 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

2.5.2 Billing and Collection of Charges

It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2.1 All payments for service are paid in advance and are due thirty days (30) from the date of installation and on the expiration of each subsequent thirty day (30) period. The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due. If payment is not received within five days of the due date, service is disconnected.

2.5.2.2 Customers may pay for service by credit card, an authorized payment agent or check.

2.5.2.3 Company will bill Customer a one-time charge of \$20.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 5 days. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Arizona Corporation Commission in accordance with the Commission's rules of procedure. Complaints may be directed to the Company either orally or in writing by calling 1-888-878-3526 or writing to the address below. Complaints may also be directed to the Arizona Corporation Commission.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

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2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service

The Company may discontinue service or cancel an application for service without incurring any liability for any of the following:

- 2.5.4.1 Upon nonpayment of any amounts owing to the Company, and after 5 days from the due date, the Company may discontinue service without incurring any liability.
- 2.5.4.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may by giving 5 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.4.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.4.4 Upon the Customer's abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue without incurring any liability.
- 2.5.4.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.4.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
 - 2. The customer provides false information to the Company regarding the Customer's identity, address, or use of service(s).
 - 3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - c) Any other fraudulent means or devices.
 - 4. Use of service in such a manner as to interfere with the service of other users; or
 - 5. Use of service for unlawful purposes;
 - 6. After 5 days written notice to a Customer who has failed to pay any sum within five (5) days of the date when payment was due;
 - 7. Five (5) days after sending the Customer written notice of noncompliance with any provisions of this tariff if the noncompliance is not corrected within that five (5) day period.

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2.5.4 Discontinuance of Service (Cont'd)

2.5.4.7 The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to discontinuance.

2.5.4.8 Credit Allowance-Directory

Subject to the provisions of Section 2.4 of this document, Carrier shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

2.5.4.9 Bad Check Charge

Carrier will bill Customer a one-time charge of \$20.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed account, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.6 Allowances for Interruptions of Service

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in writing or equipment, if any, furnished by Customer and connected to Company's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit Allowances

- 2.6.1.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Company.
- 2.6.1.2 Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- 2.6.1.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly charges 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. Credit allowances for services outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit will be made for:

- 2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- 2.6.2.2 interruptions due to the negligence of any person using the Company's facilities with the Customer's permission;
- 2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.5 interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- 2.6.2.6 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;
- 2.6.2.7 interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- 2.7.1.1 Applications for service are noncancellable unless the company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.

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DECISION # 63837

ORIGINAL**2.7 Cancellation of Service (Cont'd)**

2.7.1.2 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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by a Customer

2.7.2.1 To cancel or terminate service, a customer must provide the Company with 30 days notice.

2.7.2.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

1. all Non-Recurring charges reasonably expended by Company to establish service to customer, plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
3. all recurring Charges for the applicable notice period.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

2.9.1 The Customer shall designate 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.

2.9.2 The company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.

2.9.3 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 deposit 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.

ISSUED: October 5, 2001

By:

Robert E. Heath, Ex. Vice President
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

EFFECTIVE: October 5, 2001

APPROVED FOR FILING
DECISION # 63837

ORIGINAL

SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES

3.1 Local Exchange Service

The Company's Local Telephone Service enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic 911 Emergency Service if available in the Customer's area;
- Where available, place or receive calls to 800 telephone numbers.

3.1.1 Residential Service provides the Customer a single, voice grade channel, which can be used to place or received one call at a time. A Residential Service line is provided for connection of customer-provided single station sets or facsimile machines to the public switched telecommunications network.

3.1.2 The Simple Business line provides the Customer a single, voice grade channel, which can be used to place or receive one call at a time. The Simple Business line is provided for connection of customer-provided single station sets or facsimile machines to the public switched telecommunications network.

3.1.3 The Basic Business line provides the Customer the same functionality as Simple Business line service, but may be configured to include the feature of Hunting so that incoming calls to a busy line will overflow to other of the Customer's lines, which are not busy.

3.2 The following monthly rates are flat rated for unlimited local calling. The customer is provided access to 911, operator services, and relay services.

	ILEC Service Territory	
	Qwest	GTE
Residential	\$13.18	\$15.75
Simple Business Basic		
Business	\$17.43	\$42.35
PBX trunks	\$38.51	\$55.15
3.3 Initial Residential Connection Charge	\$50.00	\$60.00
Initial Business Connection Charge	\$60.00	\$70.00
3.4 Residential Reconnection Charge	\$50.00	\$30.00
Business Reconnection Charge	\$60.00	\$35.00

3.5 Level of Service Quality

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

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EFFECTIVE: October 5, 2001

By:

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<p>APPROVED FOR FILING DECISION # 63837</p>

ORIGINAL**SECTION 4 - MISCELLANEOUS SERVICES**

4.1 Additional Switch Features:

<u>Additional Features:</u>	<u>Owest</u>		<u>GTE</u>	
	<u>Resi.</u>	<u>Bus.</u>	<u>Resi.</u>	<u>Bus.</u>
Call Blocking	\$4.50	\$4.50	N/A	N/A
Call Forwarding Var.	\$3.00	\$4.80	\$2.50	\$3.50
Call Forwarding- Busy	\$0.30	\$3.00	N/A	N/A
Call Forwarding-Don't Ans.	\$0.90	\$4.00	N/A	N/A
Call Rejection	\$4.50	\$4.50	N/A	N/A
Call Transfer	\$6.00	\$6.00	N/A	N/A
Call Waiting	\$5.00	\$7.50	\$2.50	\$3.50
Caller Identification- Number	\$5.50	\$7.50	N/A	N/A
Caller Identification Name & Number	\$5.95	\$7.95	N/A	N/A
Continuous Redial	\$2.50	\$3.50	N/A	N/A
Directed Call Pick-up	\$1.00	\$1.00	N/A	N/A
Directed Call Pick-up/Brg	\$1.00	\$1.00	N/A	N/A
Distinctive Call Alert	\$1.00	\$1.00	N/A	N/A
Hot Line	\$2.00	\$2.00		
Last Call Return	\$2.95	\$3.00	N/A	N/A
Priority Call	\$2.50	\$3.50	N/A	N/A
Speed Call - 8	\$2.00	\$3.00	\$2.50	\$3.50
Speed Call - 30	\$3.50	\$4.50	N/A	N/A
Three-way Calling	\$3.50	\$4.00	\$2.50	\$3.50
Hunting (per line)				

4.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

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By:

Robert E. Heath, Ex. Vice President
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Overland Park, KS 66210

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DECISION # 63837

ORIGINAL

4.2 Directory Listings (cont'd)

- 4.2.1 The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 4.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 4.2.3 Directory listings are provided in connection with each Customer service as specified herein.
- 4.2.4 Non-Recurring Charges
Non-Recurring Charges associated with Directory Listings are as follows:

	<u>Non-Recurring</u>
Primary Listing (one number)	N/C

4.2.5 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Monthly</u>
Primary Listing (one number)	N/C

4.3 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

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5.0 Coinless Pay Telephone Service Provider Access Line Service

The Company provides Coinless Pay Telephone Service Provider Access Line Service for connection of coinless programmable Customer-provided Pay Telephone equipment to the public switched network, where equipment, facilities and operating conditions permit. Coinless PSP Access Lines provide the PSP Customer with a single, analog, voice-grade telephonic communications channel that can be used to place one call at a time.

5.1 Regulations

- 5.1.1 The PSP Customer is responsible for all local and long distance usage charges billed to the Coinless PSP Access Line.
- 5.1.2 Unless otherwise permitted by Commission rule or order, only one pay telephone instrument may be connected to each PSP Access Line. Extensions must be configured and wired so that only one telephone will operate on the line at one time.
- 5.1.3 Exchange users of Coinless PSP service must be permitted access at no charge to Universal Emergency Number 9-1-1 Services, local and toll operators, Toll Free Service numbers, and 101XXX+0/950-XXX+0 access codes. No charge access must also be provided to report troubles, complaints or request refunds. This rule does not apply to pay telephones provided for inmate use at correctional or confinement institutions.
- 5.1.4 The Company will not make or offer refunds on behalf of the Coinless PSP provider.

ISSUED: November 16, 2007

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5.0 Coinless Pay Telephone Service Provider Access Line Service -
(cont.)

5.1.5 The Customer is responsible for the installation, operation and maintenance of any pay telephone set used in connection with this service beyond the Company's local loop demarcation point. Pay telephone sets must comply with any applicable FCC Part 68 rules.

5.1.6 The PSP Customer is responsible for installing on or adjacent to each pay telephone in prominent display in signage or screen indicating the following information in well-lighted and clearly legible form. These requirements may be met by a combination of instructions within the Customer's discretion.

- Cost information for local and sent-paid long distance calls;
- Any time limit on a local call;
- Dialing Instructions, including how to reach local and long distance operators;
- No charge telephone numbers:
 - 911
 - owner/operator of the telephone
 - refunds, repairs, and complaints.
- Identification by name of the owner/operator and operator service provider;
- Statement that no incoming calls are allowed;
- Address of the instrument;
- Telephone number or identification number of the instrument.

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5.0 Coinless Pay Telephone Service Provider Access Line Service -
(cont.)

Recurring charges for Coinless PSP Lines are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges apply for calls placed from the PSP Line subscribed to by the PSP Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Each Access Line is provided with touchtone signaling and blocking and screening functions at no additional charge. Calls placed to Directory Assistance from PSP Lines will be billed to the PSP Customer at rates and charges found in this tariff. Intrastate calls placed using the Company's operator assistance will be billed according to the operator assisted rate schedules of this tariff.

Nonrecurring Charges

	<u>Qwest</u>
Each Coinless PSP Line Install	\$60.00
Each Coinless PSP Line Conversion	\$ 6.00
Each PSP Line Add Feature Fee	\$ 5.00
Each PSP Line Suspension Fee	\$20.00
Each PSP Line Restore Fee	\$ 5.00
Each PSP Line Disconnect Fee	\$ 5.00

Recurring Charges

Payphone Access Service	\$11.13
Fraud Protection	\$ 0.11

ISSUED: November 16, 2007

By:

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EFFECTIVE: _____

6.0 SWITCHED ACCESS SERVICES**6.1 Application to Switched Access Services**

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

6.2 Explanation of Abbreviations

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

6.3 General Service Description

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

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6.0 SWITCHED ACCESS SERVICES - (cont.)

6.4 FGD Service Description

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

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

The access code for FGD switching is a uniform access code of the form 10XXX or 101XXX. These uniform access codes will be the assigned access numbers of all FGD access provided to the Customer by the Company. No access code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone service is arranged for presubscription to that Customer.

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

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

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EFFECTIVE: _____

6.0 SWITCHED ACCESS SERVICES - (cont.)

6.5 Presubscription

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

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

6.5.1 Application of Charges on Presubscription

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

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

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

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6.0 SWITCHED ACCESS SERVICES - (cont.)

6.5 Presubscription - (cont.)

6.5.2 Dispute Application for Presubscription

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

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

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

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

ISSUED: November 16, 2007

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6.0 SWITCHED ACCESS SERVICES-(cont.)

6.5.3 Cancellation of Interexchange Participation for
Presubscription

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

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

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

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

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6.0 SWITCHED ACCESS SERVICES - (cont.)

6.5 Presubscription - (cont.)

6.5.4 Interexchange Carrier Initiated Conversions for
Presubscription

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

ISSUED: November 16, 2007

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6.0 SWITCHED ACCESS SERVICES - (cont.)

6.6 Rates

6.6.1 Application of Rates

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

6.6.2 Rate Categories

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

6.6.2.1 Carrier Common Line Service

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

6.6.2.2 Switched Transport Service

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

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6.0 SWITCHED ACCESS SERVICES - (cont.)

6.6 Rates - (cont.)

6.6.2 Rate Categories (cont.)

6.6.2.3 Local Switching Service

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

6.6.2.4 Universal Service Fund

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

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

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

6.6.4 Carrier Common Line Service Rates

	Rate Per <u>Access Minute</u>
	<u>Qwest</u>
Terminating, per access minute	\$.021
Originating, per access minute	\$.021

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6.0 SWITCHED ACCESS SERVICES - (cont.)

6.6 Rates - (cont.)

6.6.5 Switched Transport Service Rates

	Rate Per Access Minute	
	Qwest	
	Fixed	Per Mile
Switched Transport	.01	.01

6.6.6 Local Switching Service Rates

	Rate Per Access Minute
	Qwest
Local Switching	\$.01757
800 DB query	\$.0035

5.6.7 Presubscription Rates and Charges

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

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By:

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Overland Park, KS 66210

EFFECTIVE: _____

Attachment C

Affidavit of Publication

(will be provided when completed)

Attachment D

Financial Information

American Fiber Network

For the Six Months Ending September 30, 2007
INCOME STATEMENT

	July	August	September	2007
Revenues:				
SERVICE REVENUE	\$553,697.38	\$526,365.08	\$504,597.37	\$3,318,164.75
SERV REVENUE-UNLP	165,747.93	174,681.40	163,949.89	959,166.67
LOCAL BILLING SERV FEES-C	4,346.41	3,984.34	3,886.70	24,373.83
REGULATORY CREDITS	1,365.00	1,384.33	2,565.07	13,998.76
FVDC Revenue	80,301.54	78,325.28	80,516.18	382,534.85
PICC FEES	22,114.71	22,370.04	20,705.46	121,913.13
PORT FEES	877.76	878.38	886.29	5,359.30
CDR	143,530.27	143,521.03	132,826.28	873,087.25
CDR-CABS	38,334.96	40,223.15	35,986.43	230,800.20
LATE FEES	2,257.04	(1,257.62)	3,328.38	11,497.40
EARNED INTEREST	2,772.58	1,870.84	1,860.57	13,337.89
C-CAN REVENUE	1,189.63	1,845.08	857.72	8,881.20
OSC REVENUE	28,369.77	21,764.97	5,705.60	119,530.37
MISC INCOME	4,249.33	3,771.59	1,345.39	18,904.02
BILLING ADJUSTMENTS	(1,845.27)	(2,837.16)	(1,950.20)	(12,170.74)
Total Revenues	1,047,003.99	1,017,691.31	957,347.03	6,087,026.97
Operating Expenses:				
SERVICE EXPENSE-RESALE	459,163.45	418,589.82	374,554.85	2,591,584.53
SERVICE EXPENSE-UNLP	127,898.79	141,947.08	138,241.57	763,198.11
SERVICE EXPENSE-FVDC	78,332.63	61,532.73	63,370.03	366,298.51
PICC FEE EXPENSE	94.95	94.95		681.87
MUNI CHARGES EXPENSE	1,101.10	1,247.50	1,353.28	3,772.23
PORT FEES EXPENSE	1,235.21	1,132.31	872.73	5,782.30
CDR EXPENSE	85,852.78	82,716.72	79,683.19	523,518.93
COMMISSIONS EXP	16,382.10	18,703.55	10,455.81	73,388.73
OAKWOOD COMMISSIONS	21,553.50	22,980.00	22,808.13	143,236.85
OTHER COMMISSIONS	2,023.58	2,335.12	1,807.06	13,716.07
GAIN/LOSS-SALE OF ASSET		(373.79)		(373.79)
MISC EXPENSE	250.00	250.00	250.00	1,510.05
Total Operating Expenses	793,888.07	749,155.69	693,547.00	4,483,262.19
Income After Operating Ex	253,115.92	268,535.62	263,800.03	1,603,764.78
Administrative Expenses:				
AMORTIZATION EXPENSE	2,241.00	2,241.00	2,241.00	13,446.00
ANS SERVICE MAIL				390.78
ATTORNEY FEES	975.00	808.00	585.00	2,756.00
BAD DEBT EXPENSE	4,996.08	2,229.70	2,354.34	25,228.82
BANK CHARGES	556.22	487.95	210.05	3,338.91
CREDIT CARD CHARGES	2,018.14	2,285.67	1,814.24	11,218.45
CC CHARGEBACK ADJUSTM		75.54	(75.54)	33.28
COMPUTER SOFTWARE		71.88	2,398.00	7,469.86
TAX PROCESSING	2,513.93	2,773.64	2,773.64	15,526.77
COMPUTER HARDWARE	1,523.23		823.44	5,038.47
COMPUTER TECH SUPPORT	3,423.47	158.25	2,459.90	12,142.91
CONSULTING	20,900.00	21,150.20	20,900.00	138,850.20
COLLECTION (CREDIT)	77.75	81.82	551.25	1,064.94
DEPRECIATIONS EXPENSE	1,596.07	808.33	733.21	6,907.51
COLES/SUBSCRIPTIONS	746.87	746.87	746.67	2,243.01
EQUIP INSTALL/REPAIR			892.46	3,912.22

10/30/07 11:21 AM

American Fiber Network
For the Six Months Ending September 30, 2007
INCOME STATEMENT

	July	August	September	2008
FRANCHISE TAX				\$150.00
LABOR PROP. INSURANCE	116.63			218.68
HEALTH INS.	350.00	4,518.84	5,054.78	26,838.04
INTERNET SERVICE	341.23	416.23	225.00	2,156.15
DENTAL INS./EMPLOYEE	738.49	587.90	827.01	3,895.34
MARKETING/MT. RESEARCH	1,000.00			1,100.00
OFFICE RENT		10,239.75	10,239.75	38,632.44
RENT	100.00	100.00	100.00	554.00
OFFICE SUPPLIES	3,565.08	771.85	1,923.31	10,468.55
OFFICE EQUIP./SERVICE	466.56			482.74
POSTAGE/MAIL	2,627.97	2,500.00	3,018.90	19,289.05
PRINTING	188.17	1,240.30		3,749.18
401(K) FEES	125.00	125.00	125.00	833.34
SHIPPING	(4,768.00)	78.82	903.34	1,883.01
CELLULAR/PAGER	436.97	459.74	349.74	2,707.11
TRANSPORTATION	1,020.55	2,616.56		8,150.95
LODGING		1,292.81		3,877.85
MEALS	154.64	491.61		1,447.10
PAYROLL/SALARIES	99,278.54	113,960.89	109,771.34	627,126.23
CONTRACT LABOR (TEMP)	2,810.00	2,835.00	3,975.00	15,387.50
FUTA/SUTA			1,870.56	2,071.99
FICA/MEDICARE	7,594.64	8,744.60	7,505.44	47,109.63
PROPERTY TAX/COUNTY	259.71			1,338.84
LICENSE/REGISTRATION FEE	90.25			845.88
FCC & STATE REGULATORY F	2,374.56	236.23	9,998.82	16,815.15
CORP ANNUAL REPORT			345.00	1,415.00
EQUIP. LEASE	1,239.01	1,239.01	1,249.01	7,562.81
MISC INCOME/EXPENSE	188.18		221.79	1,520.03
Total Admin Expenses	161,794.72	186,217.54	196,999.57	1,091,882.24
Net Profit Before Taxes	91,321.20	82,318.08	66,800.46	511,882.54
STATE INCOME TAXES	(6,961.00)			(4,300.78)
Net Profit After Taxes	96,382.20	82,318.08	66,800.46	516,183.32

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American Fiber Network
Balance Sheet
FOR THE MONTH ENDING September 30, 2007

Assets

Current Assets

Cash	\$822,828.00
Accounts Receivable	577,097.75
Accounts Receivable - CABS	15,834.00
Accounts Receivable Accrual	24,495.76
Allowance for Doubtful Accts	(84,888.16)
Due to/from Affiliates-US1	162,751.80
Prepaid Expenses	399,903.62
Employee Advances	6,513.81
Investment in AllCom	317,325.20
Total Current Assets:	2,044,371.78

Long Term Assets

Fixed Assets	
Accumulated Depreciation	367,974.29
Customer List-US1	(297,498.30)
Accumulated Amortization	134,483.14
Intercompany Loan	(89,645.07)
Intercompany Loan-USA Te	44,091.82
NR UC Hub	89,345.89
NR American Fiber Net	39,001.25
(NP) AFN Services	

Total Long Term Assets 307,752.03

Total Assets

2,352,123.81

Liabilities & Equity

Liabilities:

Accounts Payable Trade	418,059.81
Accounts Payable	1,806.70
Account Payable-Max-US1	5,139.61
Accrued Interest-US1	131.25
Accrued Payroll	18,219.59
Accrued Payroll Tax	1,393.77
Accrued Vacation	34,856.22
Intercompany Sales	(14,701.88)
Sales Tax Payable	211,378.91
Commissions Payable	61,708.44
Customer Refunds Payable	(864.21)
Due to Corporate-US1	274,856.72
Intercompany Loan Mottelpro	(100,000.00)
Total Liabilities	911,954.93

Equity

Beginning Retained Earnings	2,876,103.85
Retained Earnings-US1	(71,387.04)
Retained Earnings-Accum	(12,874.80)
Current Income-Loss	516,183.32
Total Retained Earnings	3,392,289.17
Capital Stock	100.00
Paid in Capital	85,544.00
Distributions	(1,050,602.39)
Total Equity	3,440,168.88

Total Liabilities & Equity

2,352,123.81

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American Fiber Network

For the Twelve Months Ending March 31, 2007
INCOME STATEMENT

	<u>2007</u>
Revenues:	
SERVICE REVENUE	\$6,921,428.10
SERV REVENUE-UNLP	712,415.58
LOCAL BILLING SERV FEES-C	57,748.72
REGULATORY CREDITS	39,838.04
EVDO Revenue	41,272.01
PICC FEES	269,058.93
PORT FEES	11,301.54
CDR	2,018,808.69
CDR-CABS	238,899.18
LATE FEES	28,531.02
EARNED INTEREST	10,825.68
C-CAN REVENUE	29,757.58
OSC REVENUE	248,458.41
MISC INCOME	41,405.13
INTERCOMPANY SALES	7,499.95
BILLING ADJUSTMENTS	(22,871.36)
Total Revenues	10,640,745.20
Operating Expenses:	
SERVICE EXPENSE-RESALE	5,397,811.67
SERVICE EXPENSE-UNEP	598,235.80
SERVICE EXPENSE-EVDO	180,951.73
SALES TAX EXPENSE	1,504.10
PICC FEE EXPENSE	13,309.98
PORT FEES EXPENSE	904,875.04
CDR EXPENSE	123,068.38
COMMISSIONS EXP	329,208.42
OAKWOOD COMMISSIONS	27,751.04
OTHER COMMISSIONS	19,526.83
MISC EXPENSE	7,604,247.05
Total Operating Expenses	7,604,247.05
Income After Operating Ex	3,036,498.15
Administrative Expenses:	
AMORTIZATION EXPENSE	26,892.00
ANS SERVICE MAIL	1,398.31
ATTORNEY FEES	478.00
BAD DEBT EXPENSE	83,865.25
BANK CHARGES	4,977.22
CREDIT CARD CHARGES	22,158.94
CC CHARGEBACK ADJUSTME	33.30
COMPUTER SOFTWARE	4,025.83
TAX PROCESSING	25,117.50
COMPUTER HARDWARE	5,700.77
COMPUTER TECH SUPPORT	4,529.03
CONSULTING	438,125.00
CONT ED/SEMINAR	2,527.00
COLLECTION/CREDIT	642.72
DEPRECIATIONS EXPENSE	8,575.43
DONATIONS	130.00

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American Fiber Network
 For the Twelve Months Ending March 31, 2007
 INCOME STATEMENT

	2007
DUES/SUBSCRIPTIONS	\$1,375.00
EQUIP INSTALL/REPAIR	7,732.56
EQUIP MAINT. AGREEMENT	376.72
FRANCHISE TAX	5,000.00
WORKERS COMP. INS	2,899.20
LAB PROP. INSURANCE	469.17
HEALTH INS	58,538.73
INTERNET SERVICE	4,233.44
DENTAL INS/EMPLOYEE	7,593.92
MARKETING/MKT RESEARCH	12,744.76
OFFICE RENT	76,613.04
RENT	1,094.00
OFFICE SUPPLIES	15,916.22
OFFICE EQUIP/SERVICE	4,570.71
POSTAGE/MAIL	33,495.05
PRINTING	7,956.24
401K FEES	312.51
PAYROLL PROCESSING	3,185.05
SHIPPING	4,016.93
CELLULAR/FAXER	4,815.37
TELEPHONE/OFFICE	135.54
TRANSPORTATION	23,392.20
FOODING	5,986.90
MEALS	4,508.98
ENTERTAINMENT	183.94
OTHER EXPENSE/TRAVEL	69.42
PAYROLL/SALARIES	1,054,227.96
CONTRACT LABOR (TEMP)	3,311.80
FLTA/SLTA	4,777.49
FICA/MEDICARE	64,636.25
PROPERTY TAX/COUNTY	1,338.84
MANAGEMENT FEES-INTERC	420,000.00
LICENSE/REGISTRATION FEE	6,445.04
FCC & STATE REGULATORY F	20,007.16
CORP ANNUAL REPORT	2,803.50
EQUIP LEASE	17,256.59
MISC INCOME-EXPENSE	90.29
Total Admin Expenses	2,511,995.74
Net Profit Before Taxes	524,502.41
STATE INCOME TAXES	50,877.48
Net Profit After Taxes	473,624.95

American Fiber Network
Balance Sheet
FOR THE MONTH ENDING March 31, 2007

Assets

Current Assets	
Cash	\$957,581.27
Accounts Receivable	500,121.16
Accounts Receivable - CABS	12,774.07
Accounts Receivable Accrual	64,411.41
Allowance for Doubtful Accts	(65,035.76)
Due to/from Affiliate-US1	162,281.80
Prepaid Expenses	288,570.88
Employee Advances	9,513.81
Investment in AllCom	317,325.20
Total Current Assets	2,253,537.84
Long Term Assets	
Fixed Assets	
Accumulated Depreciation	(356,627.95)
Customer - Net US1	(309,490.79)
Accumulated Amortization	(34,483.14)
Intercompany Loan	(76,199.07)
NR-CC Hub	(22,565.19)
NR American Fiber Net	30,001.28
(NP) AFN Services	
Total Long Term Assets	(77,183.79)
Total Assets	2,176,354.14

Liabilities & Equity

Liabilities:

Accounts Payable Trade	510,562.22
Accounts Payable	1,603.70
Account Payable-Max-US1	5,139.51
Accrued Interest-US1	131.25
Accrued Payroll	22,878.33
Accrued Payroll Tax	1,734.88
Accrued Vacation	32,434.84
Intercompany Sales	(14,701.88)
Sales Tax Payable	240,635.30
Commissions Payable	53,923.51
Deferred Revenue	272,774.92
Due to Corporate-US1	274,888.72
Intercompany Loan-Mobilepro	(100,000.00)
Total Liabilities	1,252,383.58

Equity

Beginning Retained Earnings	2,402,480.00
Retained Earnings-US1	(71,387.04)
Retained Earnings-Allcom	(12,874.86)
Current Income Loss	473,524.85
Total Retained Earnings	2,876,105.85
Capital Stock	100.00
Paid in Capital	85,544.00
Distributions	(1,953,502.39)
Total Equity	823,955.56
Total Liabilities & Equity	2,176,354.14

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American Fiber Network

For the Twelve Months Ending March 31, 2006
 INCOME STATEMENT

2006

Revenues:

SERVICE REVENUE	\$3,750,048.15
SERV REVENUE-LINEP	399,371.17
LOCAL BILLING SERV FEES	2,023.31
LOCAL BILLING SERV FEES-CLEC	41,009.87
REGULATORY CREDITS	50,847.01
PICC FEES	195,659.09
MUN CHARGES	3,910.19
PORT FEES	4,725.08
CDR	1,447,807.95
CDR-CABS	149,700.13
LATE FEES	13,093.95
EARNED INTEREST	299.25
C-CAN REVENUE	43,942.43
OSC REVENUE	24,960.90
MISC INCOME	93,149.13
BILLING ADJUSTMENTS	(10,944.06)

Total Revenues

6,229,980.31

Operating Expenses:

SERVICE EXPENSE-RESALE	2,611,909.60
SERVICE EXPENSE-LINEP	213,305.34
PICC FEE EXPENSE	951.10
MUN CHARGES EXPENSE	4,956.51
PORT FEES EXPENSE	5,599.22
CDR EXPENSE	490,755.99
COMMISSIONS EXP	71,211.61
C-CAN LEC CHARGES	26.00
OAKWOOD COMMISSIONS	154,759.70
OTHER COMMISSIONS	19,224.13
MISC EXPENSE	64,529.26

Total Operating Expenses

3,637,225.52

Income After Operating Expenses:

2,592,754.79

American Fiber Network

For the Twelve Months Ending March 31, 2006
 INCOME STATEMENT

2006

Administrative Expenses:

ACCOUNTANT FEES	1,955.50
AMORTIZATION EXPENSE	20,189.00
ANS SERVICE MAIL	959.32
ATTORNEY FEES	5,845.31
AUTO REPAIRS	32.36
BAD DEBT EXPENSE	36,961.21
BANK CHARGES	6,259.63
CREDIT CARD CHARGES	10,299.90
CC CHARGEBACK ADJUSTMENTS	822.74
COMPUTER SOFTWARE	7,477.41
TAX PROCESSING	13,753.16
COMPUTER HARDWARE	1,293.19
COMPUTER TECH SUPPORT	11,364.76
CONSULTING	109,606.50
CONT. ED/SEMINAR	900.00
CONTRIBUTION	150.00
COLLECTION (CREDIT)	269.95
DATA PROC./PROGRAMMING	99.95
DEPRECIATIONS EXPENSE	2,267.00
DONATIONS	50.00
DUES/SUBSCRIPTIONS	2,505.00
EQUIP. INSTALL/REPAIR	3,290.33
EQUIP MAINT. AGREEMENT	4,557.44
FRANCHISE TAX	42.23
FRANCHISE TAX AGENT	60.00
AUTO INSURANCE	1,022.36
WORKERS COMP. INS.	1,272.20
LIAB./PROP. INSURANCE	400.00
HEALTH-INS	12,134.93
INTERNET SERVICE	2,661.83
DENTAL INS./EMPLOYEE	2,625.29
MARKETING/MKT RESEARCH	6,207.55
OFFICE RENT	55,980.56
RENT	462.79
OFFICE SUPPLIES	9,529.93
OFFICE EQUIP./SERVICE	369.90
POSTAGE/MAIL	22,260.23
PRINTING	9,610.43
COPIER FEES	2,000.00
PAYROLL PROCESSING	1,184.13
SHIPPING	1,934.34
CELLULAR/PAGER	3,160.03
TELEPHONE/OFFICE	67.00
TRANSPORTATION	14,721.61
LODGING	6,743.23
MEALS	3,943.11
ENTERTAINMENT	356.25

American Fiber Network

For the Twelve Months Ending March 31, 2006
INCOME STATEMENT

	<u>2006</u>
OTHER EXPENSE/TRAVEL	74.52
PAYROLL/SALARIES	351,013.94
CONTRACT LABOR (TEMP)	12,421.28
FUTA/SUTA	8,596.04
FICA/MEDICARE	22,765.63
PROPERTY TAX/COUNTY	1,126.74
LICENSE/REGISTRATION FEE	7,894.36
FCC & STATE REGULATORY FEES	9,004.09
CORP ANNUAL REPORT	1,443.08
EQUIP LEASE	12,304.03
Total Admin Expenses	829,466.41
Net Profit Before Taxes	1,763,288.38
STATE INCOME TAXES	1.00
Net Profit After Taxes	1,763,287.38

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American Fiber Network
Balance Sheet
FOR THE MONTH ENDING March 31, 2006

Assets

Current Assets:

Cash	\$545,301.43
Accounts Receivable	194,480.39
Accounts Receivable - CABS	9,259.53
Allowance for Doubtful Accts	(9,378.00)
Due to/from Affiliate-US1	52,281.30
Prepaid Expenses	218,782.45
Investment in AllCom	253,851.45
Total Current Assets:	1,294,039.25

Long Term Assets:

Fixed Assets	330,623.01
Accumulated Depreciation	(300,215.26)
Customer List-US1	134,483.14
Accumulated Amortization	(49,307.07)
Intercompany Loan	247,000.00
NR UC Hub	33,000.00
NR American Fiber Net. (I.P.) AFN Services	
Total Long Term Assets	395,183.72

Total Assets

1,759,223.68
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Liabilities & Equity

Liabilities

Accounts Payable-Trade	274,552.01
Accounts Payable	609.59
Account Payable-Max-US1	5,139.31
Accrued Interest-US1	131.25
Sales Tax Payable	199,329.32
Commissions Payable	30,755.15
Deferred Revenue	152,428.29
Due to Corporate-US1	274,866.72
Intercompany Loan-Mobilepro	233,000.00
Total Liabilities	1,290,810.11

American Fiber Network
Balance Sheet
FOR THE MONTH ENDING March 31, 2006

Equity

Beginning Retained Earnings	824,826.52
Retained Earnings-UG1	(71,337.04)
Retained Earnings-Accum	19,648.10
Current Income-Loss	1,733,287.36

Total Retained Earnings	2,355,112.90
Capital Stock	100.00
Paid in Capital	55,644.00
Distributions	(1,963,502.98)

Total Equity	498,413.57
Total Liabilities & Equity	1,759,223.68
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