

NC

Access Fiber Group Inc.

10-93-TP-ACE
10-9377-TP-TRF

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January 22, 2010

Via Federal Express

Renee J. Jenkins, Director of Administration
Docketing Department
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793

Re: Application of Access Fiber Group, Inc., for a Certificate of Public Convenience and Necessity to Provide Facilities-Based and Resold Local and Competitive Telecommunications Services in the State of Ohio

PUCO

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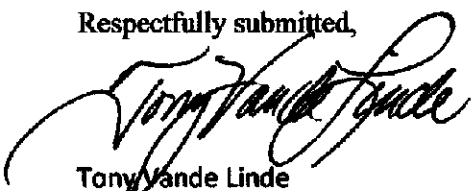
RECEIVED-DOCKETING DIV

Dear Ms. Jenkins:

On behalf of Access Fiber Group, Inc. (AFG), enclosed for filing are an original and seven (7) copies of the above-referenced Applications. In addition, AFG files an original and seven (7) copies of its Motion for Protective Order, which is filed within the separate envelope marked "Confidential and Sealed".

Should you have any questions concerning this filing,
please do not hesitate to call Tony Vande Linde at 205-271-8420.

Respectfully submitted,



Tony Vande Linde
Business Operations Manager
Access Fiber Group, Inc.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of Access Fiber Group, Inc.)
to The Public Utilities Commission of Ohio)
))
))

TRF Docket No. _____
Case No. 10-93-TP-ACE
NOTE: Unless you have reserved a Case # or are filing a Contract,
leave the "Case No" fields BLANK.

Name of Registrant(s) Access Fiber Group, Inc
DBA(s) of Registrant(s)
Address of Registrant(s) 201 Summit Parkway Birmingham, AL 35209
Company Web Address www.accessfiber.com
Regulatory Contact Person(s): Tony Vande Linde Phone 205-271-8420 Fax 205-940-9067
Regulatory Contact Person's Email Address: tony.vandelinde@accessfiber.com
Contact Person for Annual Report: Tony Vande Linde Phone 205-271-8420
Address (if different from above)
Consumer Contact Information: Tony Vande Linde Phone 205-271-8420
Address (if different from above)
Motion for protective order included with filing? ☒ Yes ☐ No
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or (Non-Auto) 1-7-05	<input type="checkbox"/> UNC 1-7-04 or (Non-Auto) 1-7-05		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an agent of the applicant corporation, Access Fiber Group, Inc.

, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 01/18/2010

At 201 Summit Parkway Birmingham, AL 35209

Daniel T. Moore

President and CEO

(Date) 01/22/2010

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Daniel T. Moore verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

President & CEO

(Date) 01/22/2010

Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Access Fiber Group,
Inc. to The Public Utilities Commission of Ohio

Case No. _____ - _____ -TP - _____

Name of Registrant(s): Access Fiber Group, Inc.

DBA(s) of Registrant(s) N/A

Address of Registrant(s): 201 Summit Parkway, Birmingham, AL 35209

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff¹

☒ Local Tariff¹

☒ Carrier-to-Carrier (Access) Tariff

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

☐ Service provisioned via Resale

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☐ Statement about the provision of
CTS services

☒ Description of the proposed market
area

☒ Explanation of how the proposed
services in the proposed market
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the
applicant intends to serve

Business Requirements

Evidence of Registration with: ☒ Ohio Department of Taxation

☒ Ohio Secretary of State² &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number _____

¹ Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

² Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):

- ☒ Verification of compliance with any affiliate transaction requirements

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):

☒ interconnection agreement

☐ retail tariffs

☐ resale tariffs

- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.

- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.

- ☐ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)

- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.

- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.

- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)

- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation Access Fiber Group, Inc.
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on January 22, 2010

at 201 Summit Parkway, Birmingham, AL 35209


Daniel T. Moore President and CEO Access Fiber Group, Inc.

EXHIBIT A
(PROPOSED INFORMATION TARIFF)

TITLE SHEET

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS
WITHIN THE STATE OF OHIO
OHIO PUBLIC UTILITIES COMMISSION
TELECOMMUNICATIONS TARIFF**

**FURNISHED BY
ACCESS FIBER GROUP, INC.**

Issued:
Issued By:

Effective: Pending

Tony Vande Linde - Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

- 1. Concurring Carriers - None**
- 2. Connecting Carriers - None**
- 3. Other Participating Carriers - None**

Issued:
Issued By:

Effective: Pending

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

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Issued:

Effective: Pending

Issued By:

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

CHECK PAGE

Each page of this Tariff is effective as of the date shown at the bottom of the page. The revised pages listed comprise all changes from the original Tariff that are in effect as of the date shown.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
C-1	Original	3-1	Original
C-2	Original	3-2	Original
I-1	Original	3-3	Original
I-2	Original	3-4	Original
I-3	Original	4-1	Original
I-4	Original	5-1	Original
1-1	Original	6-1	Original
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2-25	Original		

Issued:

Effective: Pending

Issued By:

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

SYMBOLS

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

- C - to signify change in regulation
- D - to signify a deletion
- I - to signify a rate increase
- L - to signify material relocated in the tariff
- N - to signify a new rate or regulation
- R - to signify a rate reduction
- T - to signify a change in text, but no change in rate or regulation

Issued:

Effective: Pending

Issued By:

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Page** - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on the same pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

Issued:**Effective: Pending****Issued By:**

Tony Vande Linde - Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definition**

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

Access Coordination: Access Coordination provides for the design, ordering, installation coordination, pre-service testing, service turn-up and ongoing maintenance coordination of testing and trouble resolution on all Company-provided local access channels. In the case of Customer-provided local access channels, it provides for the maintenance, ongoing coordination of testing, and trouble resolution from the local access channels.

Access Line: A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving wire center or a Company-designated POP or from a telephone company serving wire center or a Company-designated POP to the Customer's Premises.

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

ADSL: ADSL stands for Asymmetric Digital Subscriber Line.

Airline Mileage: The distance in mileage between two Rate Centers whose position is specified by industry standards.

Alternate Access: Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

Ancillary Charges: Ancillary Charges are charges for supplemental Services or optional features as set forth herein which may consist of both nonrecurring and monthly recurring charges.

Applicant: Any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Issued:

Effective: Pending

Issued By:

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Authorized User: A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

Billing Record Change: Billing Record Change is a change in Customer's billing address.

Building: A Building is a structure under one roof, or two or more structures where such structures adjoin, connect or are occupied as follows:

- The structures directly adjoin each other, being separated only by a Building wall.
- The structures are connected by a completely enclosed passageway designed for and used primarily as the regular route for foot travel between the structures and is also suitable for the installation and maintenance of interior telephone facilities.
- The major portion of the structure is occupied by the same Customer.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

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

Central Office: Central Office is a switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same Building.

Central Office Building: Central Office Building is a Building containing one or more Central Offices. There may be more than one Central Office Building in an Exchange and one Central Office Building may serve more than one Exchange.

Issued:

Effective: Pending

Issued By:

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Channel: Channel refers to an electrical path furnished by the Company between two or more points suitable for the purpose furnished and derived in a manner elected by the Company. A single pair of wires may be used to provide more than one Channel. A Channel may be provided in whole or in part by cable, wire, or radio.

Circuit: As generally used herein, a Circuit is a Channel.

CIC: CIC stands for Carrier Identification Code which is a numeric code consisting of three numbers used by end-users or customers to reach the networks of the COMPANYS through equal access arrangements.

CLEC: CLEC stands for Competitive Local Exchange Carrier which is any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

CO: CO stands for Central Office.

Commission: Commission refers to the Ohio Public Utilities Commission or any succeeding agency.

Communications Systems: Communications Systems are Dedicated Channels and other facilities; (e.g., private microwave, analog/digital carrier, or cable), furnished by a Customer or an other common carrier for communication between premises. These communications systems are not subject to Part 68 of the Federal Communications Commission's rules and regulations.

Company: Company refers to Access Fiber Group, unless otherwise clearly indicated by the context.

Company-Provided: The switching, transmission, and other related telecommunications equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

CPE: CPE stands for Customer-Provided Equipment which is terminal equipment connected to the telephone network which is owned by the Customer or leased by the Customer from a supplier.

CPNIP: Customer Premises Network Interface Points.

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SECTION 1 --TECHNICAL TERMS AND ABBREVIATIONS**CSPP: Customer Service Payment Plan.**

Customer: A Customer is the person, firm, corporation, governmental unit, including and not limited to, educational entity or other entity which orders Service - either for its own use, as a resale carrier, or as a non-profit manager of a sharing group - and which is responsible for the payment of charges and for compliance with this Tariff.

Customer/End User: The terms "Customer/End User" refer to any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Tariff. The Customer/End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer or party.

Customer Association: A Customer Association is a pre-existing group of Customers (i) having a cognizable commonality of interest apart from their desire to purchase Services from the Company and (ii) engaging in activities as a group apart from the purchasing of Services from the Company.

Customer Commitment Date: The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

Customer Premises/Customer's Premises: Location(s) designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its Resellers. In the case of non-profit sharing groups, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Dark Fiber Service: Dark Fiber Service is service provided by the Company for the maintenance of optical fiber transmission capacity between customer locations in which the light for the fiber is provided by the Customer rather than the Company.

Dedicated Access: Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When the Dedicated Access is used for Switched Services, the Dedicated Access is referred to as a Dedicated Access line. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as local loop.

Defects or Defective Service: A shortcoming or an imperfection in Data Service(s) as a result of mistakes, accidents, errors, omissions, interruption or delay in Service.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

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

DID: Direct Inward Dial.

Disconnect: To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Diversity: Diversity is Customer-designated routing which indicates a Customer designated departure from the Company's primary route.

Employees: The term Employees refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

End User: The person or legal entity which uses the Service provided by the Company (also referenced as Customer/End User).

Equal Access: Enables the Customer to place long distance calls without the need to first dial a special code.

Exchange Access Line: An Exchange Access Line includes the serving Central Office line equipment and all Company plant facilities up to and including the Company provided network interface.

ICB: Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

IDSL: IDSL stands for ISDN Digital Subscriber Line.

Initial and Additional Period: The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Installation: Installation means the connection of a Circuit, Dedicated Access line, or Port, for new, changed or additional Service.

Interface: An Interface is the point at the premises of the Customer, authorized user, joint user, or patron of a sharer of Service at which provision is made for connection of other than Company provided facilities to facilities provided by the Company.

IXC: Interexchange Carrier.

Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgment in Civil Action No. 82-0192; or any other area designated as LATA in the NECA Tariff FCC No. 4.

LEC: LEC stands for Local Exchange Company.

Monthly Recurring Charge ("MRC"): The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Message, Local: A Local Message is a message between telephones where the called telephone is within the unlimited, message unit, or primary calling area of the calling telephone.

Minimum Service Period: The Minimum Service Period is a stated length of time that a Customer is required to retain Service at a specific location.

Move: A Move is the relocation of equipment and wiring associated with a Customer's Service.

Non-recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service. NRC may also apply to a service enhancement or change.

POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Port: The physical or electrical interface through which access to the communications network is obtained.

Premise: A building or buildings on contiguous property.

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

Registered Equipment: Registered Equipment is equipment that complies with and has been approved within the registration provisions of Part 68 of the FCC's Rules and Regulations.

Reseller: A Customer that resells the Company's Service(s) with the Company's authorization.

Residence or Residential: A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Service: Service consists of any Local Exchange Service provided by the Company pursuant to this Tariff.

Service Commitment Period: The Service Commitment Period is the period selected by the Customer, agreed to by the Company, and stated on the relevant Application for Service during which the Company will provide and Customer will accept and pay for the Service described therein.

Service Order: The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the services is calculated from the Service Commitment Period.

State: State refers to the State of Tennessee.

Switched Access: The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

T-1 Digital Service: T-1 Digital Service, also called T-1, is a digital link between two points. This link typically transmits at speeds of 1.544 megabits per second. In most cases, this service allows twenty-four access paths between any two points.

Telecommunications: The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Terminal Equipment: Devices, apparatus, and their associated wiring provided by a Customer which do not constitute a Multi-Line Terminating System and which, when connected to the communications path of the telephone system are so connected either electrically, acoustically, or inductively are referred to as Terminal Equipment.

Transmission Speed: For the purposes of this Tariff, Transmission Speed denotes the line speed in Bits or Baud per seconds (bps).

Underlying Carrier: Underlying Carrier refers to any Local Exchange Carrier certified by the Commission that provides Local Exchange Services resold by the Company pursuant to this Tariff.

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

V&H: Vertical and Horizontal geographic coordinates.

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SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Alabama. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of services necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

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SECTION 2 – RULES AND REGULATIONS

2.2 Limitations of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.
- 2.2.6 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.7 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.8 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.9 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.10 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

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SECTION 2 – RULES AND REGULATIONS

2.3 Liabilities of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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SECTION 2 – RULES AND REGULATIONS**2.3 Liabilities of the Company (continued)**

- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, **INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 2.3.8 The Company does not guarantee or make any warranty with respect to Service installation or use at locations where there is present an atmosphere that is explosive, prone to fire, dangerous, or otherwise unsuitable. The Customer will 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 the Customer or by any other party, for any personal injury to, or death of, any person(s), or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by the Company at such locations.
- 2.3.9 The entire liability for any claim, loss, damage, or expense from any cause whatsoever will in no event exceed sums actually paid the Company by the Customer for the specific Services giving rise to the claim. No action or proceeding against the Company will be commenced more than one year after the Service is rendered.
- 2.3.10 The Company will have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt Service temporarily for the purpose of making the necessary repairs or changes in its system. The work will be performed with reasonable diligence, and, if practicable, at times that will cause the Customer the least inconvenience.
- 2.3.11 If the Company's failure of performance is thirty-five (35) days or less, Service shall not be subject to cancellation. Rather, an appropriate percentage of charges for the directly affected Service shall be abated for such Service interruption. If the Company's failure of performance is for more than thirty-five (35) days, then the directly affected Service may be canceled by either the Company or the Customer without liability other than the Customer's liability for payment for said Service provided prior to cancellation.

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SECTION 2 – RULES AND REGULATIONS

- 2.3.12 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Company-designated facilities. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Local Access. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations and requirements.

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SECTION 2 – RULES AND REGULATIONS**2.4 Use of Service**

- 2.4.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth herein. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- (A) One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.
 - (B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or authorized user must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer shall be responsible for allocating charges to each joint user or authorized user.

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SECTION 2 – RULES AND REGULATIONS

2.4 Use of Service (continued)

- 2.4.3 In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.4.4 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes such as:
- (A) use of electronic devices, invalid numbers, and false credit devices to avoid payment for Services contained in this Tariff either in whole or in part; and
 - (B) to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another.
- 2.4.5 Nor shall Service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Company's Services. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

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SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer

- 2.5.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.5.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.5.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.5.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.5.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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SECTION 2 – RULES AND REGULATIONS**2.5 Obligations of the Customer (continued)**

- 2.5.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.5.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.5.8 The Customer must pay for the loss through theft of any Company equipment installed at the Customer's premise.
- 2.5.9 If the Company installs equipment at the Customer's premises, the Customer shall be responsible for payment of any applicable installation charges.
- 2.5.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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SECTION 2 – RULES AND REGULATIONS

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, upon five (5) working days' (defined as any day on which the Company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.6.1.A For nonpayment of any regulated sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.6.1.B For violation of any of the provisions of this tariff,

2.6.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.6.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.6.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.6.3 If the Customer terminates service, Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customer will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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SECTION 2 – RULES AND REGULATIONS

2.7 Credit Allowances

2.7.1 Credit shall not be issued for unavailability of long distance services.

2.8 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.9 Deposit

The Company may require deposits to establish service for a Customer. All deposits will be handled in accordance with Commission Rule 8.

2.10 Advance Payments

The Company reserves the right to collect an advance payment from Customers in an amount not the exceed two (2) month's estimated charges as an advance payment for service. The Company does not pay interest on advance payments.

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SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services

2.11.1 General

- A The regulations specified herein are applicable to specific services as indicated in each service's respective section of this Tariff.
- B Services furnished under Customer Service Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
- C The CSPP are payment plans which allow customers to pay fixed or variable rates for services provided over variable contractual payment periods. A specific monthly rate applies for the duration of each period. Payment periods for services provided under CSPP will be described in the services' specific tariff section. The following is an example of payment periods offered.
 - 1 Payment Plan A – payment periods may be selected from 13 months to 36 months in length.
 - 2 Payment Plan B – payment periods may be selected from 37 to 60 months in length.
- D When the customer extends service beyond the longest service period offered, then rates for the longest available service period will apply.
- E When the Customer orders service to be provided under a CSPP arrangement, the customer must designate to the Company the payment plan and the service period, e. g. Payment Plan B and forty eight (48) months.

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SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.2 Application of Rates and Charges

- A Rates stabilized under a CSPP arrangement are exempt from Company-initiated increases.
- B When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service charge will not be applicable for such renewals or changes to the payment period.
- C Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Contracted Services, and are filed elsewhere in this Tariff.
- D Customer requests for inside moves of service will not affect the contract period.
- E A change in jurisdiction will not constitute a disconnect of service provided the new CSPP arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period, whichever is greater, and provided the new CSPP arrangement is for the same customer at the same location for the same capacity service.

2.11.3 Termination Liability Charge

- A In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge of 100% of the monthly recurring charge times the number of remaining months, unless otherwise stated in that service's section of this Tariff.

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SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.4 Additions

- A Additions of services or rate elements, e.g. Ports, new local channels, interoffice channels, etc., must be under a new CSPP arrangement at rates and charges as specified in 2.11.2 preceding
- B Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in 2.11.5 following.

2.11.5 Disconnects

- A When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges apply as set forth in the rate regulations in this Tariff for such service. Remaining services or rate elements will not be affected by such disconnects.
- B When a tariff service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a change of Tariff jurisdiction, Termination Liability Charges will not apply when:
 - the completed service period is twelve months ,or twenty-five percent of the length of the originally selected CSPP service period, whichever is greater, and
 - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service, and
 - the service orders are for the same customer at the same location.

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SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.5 Disconnects (continued)

- C If a Customer (1) orders Services requiring special facilities dedicated to the Customer's use or requests that the Company order special facilities as a agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum service period or before completion of some other mutually agreed upon period, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company, including those costs incurred as an agent of the Customer. If special construction has begun or been completed, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

2.11.6 Moves of Equipment

- A The appropriate nonrecurring charges for inside moves for items associated with contract services as specified in this and other Tariffs are applicable. This type movement will not affect the contract period.
- B Customer requests for moves of service(s) under CSPP, other than inside moves, will be subject to the conditions stated in 2.11.12 following.

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SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.7 Requests for Changes in Length of Optional Payment Period

A Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:

1 A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:

- (a) No credit will be given for payments made during the formerly selected period.
- (b) The new payment period begins with the new CSPP effective date.
- (c) No termination charge applies for the remaining portion of the former payment period.
- (d) Nonrecurring charges will not be reapplied.
- (e) A service charge will not apply.

2 A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:

- (a) No credit will be given for payments made during the formerly selected period.
- (b) The new payment period begins with the new CSPP effective date.
- (c) No termination charge applies for the remaining portion of the former payment period.
- (d) Nonrecurring charges will not be reapplied.
- (e) A service charge will not apply.

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SECTION 2 – RULES AND REGULATIONS**2.11 Payment Plans and Options for Contract Services (continued)****2.11.8 Renewal Options**

- A** The customer has the following renewal options:
- 1** Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - 2** Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.
 - 3** If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in B, preceding.
- B** Service charges are not applicable for services renewed under the CSPP. Any new rate elements added at the time of renewal will be subject to all appropriate service charges and other nonrecurring charges.
- C** The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- D** When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

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SECTION 2 – RULES AND REGULATIONS**2.11 Payment Plans and Options for Contract Services (continued)****2.11.8 Renewal Options (continued)**

- E** Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period of the original CSPP arrangement, whichever is greater.
- F** To determine the appropriate CSPP for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a thirteen month service period under Payment Plan A is renewed for twenty-four months with no changes at the end of the thirteen month period. The sum of months for the completed and proposed service periods would equal thirty seven months and would be billed under Payment Plan B. Another example is a Month-to-Month customer, in service for twelve months, who wishes to convert to a forty month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to fifty-two months, which would be billed under Payment Plan B.

2.11.9 Transfer of Service

- A** Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Tariff. This does not constitute a disconnection of service or a discontinuance of an existing CSPP arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. Regulations concerning transfer of service between subscribers as state in other sections of this Tariff also apply under CSPP.

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SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.10 Deferred Payment

- A** Payment of nonrecurring charges for services with contract payment plans which have been approved for deferred payments may be deferred over the length of the customer's payment period or shorter period (in annual increments) subject to the conditions specified in the Tariff for the contracted service as well as the conditions following:
- 1** The charges to be deferred must be the Installation, Service Establishment and/or other nonrecurring charges (including the applicable interest).
 - 2** The payment period must be longer than one month.
 - 3** The minimum amount deferrable shall be the minimum amount set forth in the specific tariff for the contracted service.
 - 4** Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement concurred in by both the customer and the Company. The interest rate shall be reviewed periodically by the Company. If the Company determines that the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of an allowed interest rate specified by law. Suspension of the deferred payment option will not affect customers with existing deferred payment agreements that were made prior to the effective date of such suspension.
 - 5** The deferred charges (including interest) will be prorated on a monthly basis over the length of the selected deferral period.

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SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.11 Deferred Payment (continued)

- 6 All deferred charges must be paid in full when the customer:
 - (a) Disconnects service, for the system or service prior to expiration of the deferral period.
 - (b) Fails to pay a monthly amount within thirty days of its due date.
- 7 The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

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SECTION 2 – RULES AND REGULATIONS**2.11 Payment Plans and Options for Contract Services (continued)****2.11.12 Prepayment**

The customer may prepay the total outstanding recurring, monthly rates for contracted services, approved for prepayment, for payment periods greater than one month. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

- A Customers who prepay six months or more will have an allowance applied. The interest rate credit for prepayments shall be based on market interest rates that will change periodically, and will be calculated by the Company.
- B Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid service.
- C Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified preceding and/or in the Tariff for the contracted service.
- D Customers who prematurely disconnect will have termination or cancellation charges deducted from the prepaid amount and any balance credited to their account.

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SECTION 2 -- RULES AND REGULATIONS**2.11 Payment Plans and Options for Contract Services (continued)****2.11.13 Moves of Service(s) under CSPP**

Termination Liability Charges will not apply to customer requests for moves of service under CSPP from one location to another location subject to the following:

- A** The original and new premises locations must be in Company territory within the same state.
- B** The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- C** No lapse in billing will occur for moves of service under CSPP.
- D** Orders to disconnect the existing service and reestablish it at the new location must be related.
- E** Any rate elements from the original location that are not reestablished at the new location will be subject to applicable Termination Liability Charges.
- F** Any additions made at the new location will be treated as coterminous additions in accordance with 2.11.4 preceding.
- G** All regulations and charges for changes made to the service coincident to the move shall apply.
- H** All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.
- I** Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate tariff which is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining contract period, whichever is greater.

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SECTION 2 – RULES AND REGULATIONS**2.12 Payment and Billing**

- 2.12.1** Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. The due date shall be at least 15 days after the billing date. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.12.2** The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All usage will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimate usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.12.3** All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company within 30 days after such bills are rendered.

2.13 Collection Cost

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

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SECTION 2 – RULES AND REGULATIONS**2.14 Taxes****2.14.1 General**

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.14.2 Tax Exemption Certificate

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.

2.15 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.16 Reconnection Fee

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

2.17 Return Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order.

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SECTION 2 – RULES AND REGULATIONS

2.18 Interruption of Service

- 2.18.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.18.2 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours' duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

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SECTION 3 – DESCRIPTION OF SERVICES

3.1 Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this Tariff.

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SECTION 3 – DESCRIPTION OF SERVICES

3.2 Computation of Charges

3.2.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.2.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4

3.2.2.A The airline distance between any two (2) rate centers is determined as follows:

3.2.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.2.2.B.1 Compute the difference between the "V" coordinates for the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X1-X2=V$; $Y1-Y2=H$).

3.2.2.B.2 Square each difference obtained in step (B) above ($V^2:H^2$).

3.2.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in step C above ($V^2+Y^2=S$).

3.2.2.B.4 Divide the sum of the squares by 10 ($S/10=M$).

3.2.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

FORMULA:

$$\sqrt{\frac{[(V1 - V2)^2 + (H1 - H2)^2]}{10}}$$

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SECTION 3 – DESCRIPTION OF SERVICES**3.3 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone or by fax to the Company at:

201 Summit Parkway
Birmingham, Alabama 35203
(205) 271-2477 or (205) 271-8420
(205) 940-9067 fax

Any objection to the billed charges should be reported promptly to the Company. The Customer should notify the company of any disputed items on an invoice within thirty (30) days. In the event of a dispute between the Customer and the utility respecting any bill, the utility may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The utility shall make such investigation as may be appropriate to the particular case and report the result thereof to the customer. In the event the dispute is not reconciled, either party may make application to the Commission for review and disposition of the matter.

Where over-billing of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over-billed.

3.4 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services unless otherwise state in that service's section of this Tariff.

3.5 Billing Entity Conditions

When billing functions on behalf of the company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and number will appear on the Customer's bill.

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SECTION 3 – DESCRIPTION OF SERVICES**3.6 Service Offerings****3.6.1 Specialized Pricing Arrangements**

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

3.7 Miscellaneous Services**3.7.1 Order Change**

An Order Change is a change in the Customer's service requested subsequent to installation.

3.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The company will notify the Commission of such offerings as required by Commission rules and regulations.

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SECTION 3 – DESCRIPTION OF SERVICES

3.9 Individual Case Basis Pricing

3.9.1 Individual Case Basis (ICB) Pricing is a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

3.9.2 Rates, terms or conditions for Services may be determined on an Individual Case Basis and determined by contract between the Company and the Customer.

3.9.3 Customer-specific contracts may include, but are not limited to:

- (A) Central Office-based Services;
- (B) High Speed Private Line Services;
- (C) Customized Services that are required because of size or configuration;
- (D) Customer volume of revenue commitments for which the Company must meet competitive demand of the marketplace.
- (E) Special construction Services;
- (F) Any other Service for which the Company has authority to enter into Customer-specific contract pursuant to the Commission's rules.

3.9.4 The Company will comply with the Commission's rules pertaining to ICB contracts.

3.10 Exchange Areas Served and Local Calling Areas

3.10.1 AT&T Ohio Exchanges

AT&T Ohio exchanges where Company's local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone

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SECTION 3 – DESCRIPTION OF SERVICES

may be found in the telephone directory published for the
Customer's exchange area.

ADAMS	Winchester
ATHENS	Nelsonville
BELMONT	Barnesville
BELMONT	Bellaire
BELMONT	Bethesda
BELMONT	Martins Ferry- Bridgeport
BELMONT	Somerton
BELMONT	St. Clairsville
BROWN	Aberdeen
BROWN	Ripley
BUTLER	Middletown
BUTLER	Monroe
BUTLER	Trenton
CHAMPAIGN	Christiansburg
CLARK	Donnelsville
CLARK	Enon
CLARK	Medway
CLARK	New Carlisle
CLARK	North Hampton
CLARK	Pitchin
CLARK	South Charleston
CLARK	South Vienna
CLARK	Springfield
CLARK	Tremont City
COLUMBIANA	Columbiana
COLUMBIANA	East Liverpool
COLUMBIANA	East Palestine
COLUMBIANA	Leetonia
COLUMBIANA	Lisbon
COLUMBIANA	New Waterford
COLUMBIANA	Rogers
COLUMBIANA	Salem

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SECTION 3 – DESCRIPTION OF SERVICES

COLUMBIANA	Salineville
COLUMBIANA	Wellsville
COSHOCTON	Conesville
COSHOCTON	Coshocton
COSHOCTON	West Lafayette
CUYAHOGA	Bedford
CUYAHOGA	Berea
CUYAHOGA	Brecksville
CUYAHOGA	Chagrin Falls
CUYAHOGA	Cleveland
CUYAHOGA	Gates Mills
CUYAHOGA	Hillcrest
CUYAHOGA	Independence
CUYAHOGA	Montrose [CUY]
CUYAHOGA	North Royalton
CUYAHOGA	Olmsted Falls
CUYAHOGA	Strongsville
CUYAHOGA	Terrace
CUYAHOGA	Trinity
CUYAHOGA	Victory
ERIE	Bloomington
ERIE	Castalia
ERIE	Sandusky
FAIRFIELD	Carroll
FAIRFIELD	Lancaster
FAIRFIELD	Rushville
FAIRFIELD	Sugar Grove
FAYETTE	Bloomington
FAYETTE	Jeffersonville
FAYETTE	Milledgeville
FAYETTE	Washington Court House
FRANKLIN	Alton
FRANKLIN	Canal Winchester
FRANKLIN	Columbus
FRANKLIN	Dublin
FRANKLIN	Gahanna

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SECTION 3 – DESCRIPTION OF SERVICES

FRANKLIN	Grove City
FRANKLIN	Groveport
FRANKLIN	Harrisburg
FRANKLIN	Hilliard
FRANKLIN	Lockbourne
FRANKLIN	New Albany
FRANKLIN	Reynoldsburg
FRANKLIN	Westerville
FRANKLIN	Worthington
GALLIA	Cheshire
GALLIA	Gallipolis
GALLIA	Guyan
GALLIA	Rio Grande
GALLIA	Vinton
GALLIA	Walnut
GEAUGA	Burton
GEAUGA	Chesterland
GREENE	Beavercreek
GREENE	Bellbrook
GREENE	Bowersville
GREENE	Cedarville
GREENE	Fairborn
GREENE	Jamestown
GREENE	Spring Valley
GREENE	Xenia
GREENE	Yellow Springs-Clifton
HANCOCK	Findlay
HIGHLAND	Belfast
HIGHLAND	Danville [HIG]
HIGHLAND	Hillsboro
HIGHLAND	Marshall
HIGHLAND	Rainsboro
HIGHLAND	Sugar Tree Ridge
HOCKING	Murray City
JEFFERSON	Mingo Junction
JEFFERSON	Steubenville
JEFFERSON	Toronto

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SECTION 3 – DESCRIPTION OF SERVICES

LAKE	Leroy
LAKE	Mentor
LAKE	Painesville
LAKE	Wickliffe
LAKE	Willoughby
LAWRENCE	Arabia
LAWRENCE	Ironton
LUCAS	Holland
LUCAS	Maumee
LUCAS	Toledo
LUCAS	Whitehouse
MADISON	London
MADISON	Sedalia
MADISON	South Solon
MADISON	West Jefferson
MAHONING	Canfield
MAHONING	Lowellville
MAHONING	North Jackson
MAHONING	North Lima
MAHONING	Sebring
MAHONING	Youngstown
MIAMI	Fletcher-Lena
MIAMI	Piqua
MONROE	Beallsville
MONROE	Clarington
MONROE	Duffy
MONROE	Graysville
MONROE	Lewisville
MONROE	Woodsfield
MONTGOMERY	Centerville [MOT]
MONTGOMERY	Dayton
MONTGOMERY	Miamisburg- W.Carrollton
MONTGOMERY	Vandalia
MUSKINGUM	Dresden
MUSKINGUM	Fultonham
MUSKINGUM	Norwich

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SECTION 3 – DESCRIPTION OF SERVICES

MUSKINGUM	Philo
MUSKINGUM	Zanesville
PERRY	Coming
PERRY	Glenford
PERRY	New Lexington
PERRY	Roseville
PERRY	Shawnee
PERRY	Somerset
PERRY	Thornville
PICKAWAY	New Holland
PORTAGE	Atwater
PORTAGE	Kent
PORTAGE	Mantua
PORTAGE	Mogadore
PORTAGE	Ravenna
PORTAGE	Rootstown
SANDUSKY	Fremont
SANDUSKY	Lindsey
SENECA	Fostoria
SENECA	New Riegel
SENECA	Tiffin
STARK	Alliance
STARK	Canal Fulton
STARK	Canton
STARK	Hartville
STARK	Louisville
STARK	Magnolia-Waynesburg
STARK	Marlboro
STARK	Massillon
STARK	Navarre
STARK	North Canton
STARK	Uniontown
SUMMIT	Akron
SUMMIT	Greensburg
SUMMIT	Manchester [SUM]
TRUMBULL	Girard
TRUMBULL	Hubbard

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SECTION 3 – DESCRIPTION OF SERVICES

TRUMBULL	Kirtland
TRUMBULL	Niles
TRUMBULL	Sharon
TUSCARAWAS	Gnadenhutten
TUSCARAWAS	Newcomerstown
TUSCARAWAS	Uhrichsville
WARREN	Franklin
WASHINGTON	Belpre
WASHINGTON	Marietta
WASHINGTON	New Matamoras
WASHINGTON	Newport
WAYNE	Dalton
WOOD	Perrysburg
WYANDOT	Upper Sandusky

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SECTION 4 – RESERVED FOR FUTURE USE

4.1 RESERVED FOR FUTURE USE

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SECTION 5 – RESERVED FOR FUTURE USE

5.1 RESERVED FOR FUTURE USE

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Birmingham, Alabama 35208

SECTION 6 – MISCELLANEOUS SERVICE/CHARGES**6.1 Special Service Arrangements**

Customer-specific service arrangements, which may include engineering, installation, construction facilities, assembly, and/or other special Services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

6.2 Miscellaneous Services

The Customer may request changes in circuit engineering, equipment, service parameters, premise locations or other change requests. These changes, in addition to changes related to Customer negligence as set forth in Section 2 of this tariff, are subject to the following:

6.2.1 Order Change

Per Order Change: \$50.00

6.2.2 Reconnect Charge

Per account reconnection: \$50.00

6.2.3 Bad Check Charge

Per returned and/or bad check: \$30.00

Issued:**Effective: Pending****Issued By:**

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

SECTION 7 – RESERVED FOR FUTURE USE

7.1 RESERVED FOR FUTURE USE

Issued:

Effective: Pending

Issued By:

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

SECTION 8 – DARK FIBER AND DEDICATED ACCESS SERVICE**8.1 Dark Fiber and Dedicated Access Service – General**

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths, Multimode fiber, at the Customer's request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided as referenced in 8.2 of this Tariff and/or on an Individual Case Basis (ICB), as filed with the Commission. Dark Fiber will be offered in increments of two (2) fiber strands per dark fiber network, with the initial minimum number of strands being four (4) dark fiber strands with each fiber strand terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer. The Company does not provide any service level or guarantee on our dark fiber offering however, the Company will make best effort to restore service as timely as possible.

Access Fiber Group's Dark Fiber offering is provided on month-to-month term, Customer Service Payment Plan (CSPP), Operating Leases and via Access Fiber Group's Indefeasible Right of Use Term Agreement (IRU Agreement) for term plans greater than five (5) years.

Dedicated Access Service is available and offered in High Capacity Service (DS1) and Very High Capacity Service (DS3).

A High Capacity Service (DS1) is for the transmission of synchronous serial data at 1.544 Mbps or 2.048 Mbps. Intermediate Bit Rate channels in multiple increments of either 56 Kbps or 64 Kbps up to 1.544 Kbps are also available.

A Very High Capacity Service (DS3) is for the transmission of synchronous serial data at 44.736 Mbps or higher.

Issued:**Effective: Pending****Issued By:**

**Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209**

SECTION 8 – DARK FIBER AND DEDICATED ACCESS SERVICE**8.2 Dark Fiber – Rates and Charges****8.2.1 Dark Fiber**

Per each fiber strand facility terminated at end users designated serving wire center or Company maintained central office collocation arrangement

		Nonrecurring	Monthly Recurring		
		<u>Charge</u>	<u>M-M Charge</u>		
A	per fiber strand per route mile or fraction thereof, four (4) fiber strand minimum.	ICB	\$170.00		
B	per each fiber strand per route mile or fraction thereof, four (4) fiber strand minimum	Nonrecurring <u>Charge</u> ICB	Monthly Recurring Charges		
			13-36 <u>Months</u>	37-60 <u>Months</u>	>60 <u>Months</u>
			\$155.00	\$135.00	ICB

8.2.2 Dark Fiber Collocation Cross- Connect

Per each fiber strand terminated at Company designated serving wire center.

	Nonrecurring	Monthly Recurring
	<u>Charge</u>	<u>M-M Charge</u>
A Per Fiber Strand Terminated	ICB	\$50.00

8.2.3 Dark Fiber Trouble Determination Charge

The customer shall be responsible for payment of a Trouble Determination Charge for visits by the Company to the premises of the customer where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.

	Nonrecurring
	<u>Charge</u>
A Per Customer Request, per Occurrence Month-to-Month	\$300.00

Issued:

Effective: Pending

Issued By:

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

SECTION 8 – DARK FIBER AND DEDICATED ACCESS SERVICE

8.3 Dedicated Access Service – Rates and Charges

8.3.1 High Capacity Service

<u>DS 1</u>	<u>Monthly Rates</u>		<u>Non-Recurring Charge</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
a) Local Distribution Channel, each				
I) Fixed	\$206.50	\$330.40	\$447.50	\$716.25
II) Per ¼ mile or fraction thereof	\$23.83	\$38.13	NONE	NONE
b) Interoffice Channel, each				
I) Fixed	\$99.28	\$158.86	\$401.63	\$642.60
II) Per mile or fraction thereof	\$31.77	\$50.84	NONE	NONE
c) Multiplexing ICB	ICB	ICB	ICB	ICB

8.3.2 Very High Capacity Service

<u>DS 3</u>	<u>Monthly Rates</u>	<u>Non-Recurring Charge</u>
	<u>Min / Max</u>	<u>Min / Max</u>
44.736 Mbps	ICB	ICB
1st Mile or fraction thereof	ICB	ICB
Each Additional Mile or fraction	ICB	ICB
Multiplexing	ICB	ICB

Issued:

Effective: Pending

Issued By:

Tony Vande Linde – Business Operations Manager
 ACCESS FIBER GROUP, INC.
 201 Summit Parkway
 Birmingham, Alabama 35209

EXHIBIT B

ACCESS FIBER GROUP, INC. ("AFG") SEEKS AUTHORITY TO PROVIDE FACILITIES-BASED AND RESOLD LOCAL EXCHANGE SERVICES IN OHIO. ADDITIONALLY, AFG WILL OFFER DARK FIBER SERVICES TO OTHER CLECs, IXC's, ISPs AND BUSINESS AND ENTERPRISE CUSTOMERS.

"AFG" WILL PROVISION TELECOMMUNICATIONS SERVICES THROUGH A COMBINATION OF ITS OWN FACILITIES AND FACILITIES LEASED FROM INCUMBENT LOCAL EXCHANGE CARRIERS (ILECs) AND RESALE OF SERVICES UTILIZING FACILITIES AND EQUIPMENT OF ILECs OPERATING IN OHIO.

FACILITIES-BASED LOCAL EXCHANGE SERVICE WILL BE PROVIDED VIA: (1) COMMERCIAL WHOLESALE AGREEMENTS WITH ILECs, (2) AFG's OWN FACILITIES, OR (3) A COMBINATION THEREOF. INITIALLY, AFG INTENDS TO PROVIDE LOCAL EXCHANGE SERVICE IN AREAS SERVED BY A T & T-OHIO, BUT DOES NOT INTEND TO PROVIDE SERVICES IN AREAS OF ANY SMALL OR RURAL LECs.

AFG PLANS TO PROVIDE LOCAL EXCHANGE SERVICE AND DARK FIBER SERVICE IN ALL AREAS CURRENTLY SERVICED BY A T & T-OHIO. A LIST OF AFG's INITIAL PROPOSED MARKET AREAS IS PROVIDED IN EXHIBIT G-3.

GRANT OF THIS APPLICATION WILL PROMOTE THE PUBLIC INTEREST BECAUSE AFG'S PROPOSED SERVICES WILL CREATE AND ENHANCE COMPETITION AND EXPAND CUSTOMER SERVICE OPTIONS CONSISTENT WITH THE LEGISLATIVE GOALS SET FORTH IN THE FEDERAL TELECOMMUNICATIONS ACT OF 1996. PROMPT APPROVAL OF THIS APPLICATION WILL ALSO EXPAND THE AVAILABILITY OF INNOVATIVE, HIGH QUALITY, AND RELIABLE TELECOMMUNICATIONS WITHIN THE STATE OF OHIO. SPECIFICALLY AND ADDITIONALLY, THE AVAILABILITY OF DEDICATED ACCESS SERVICE (DS1 & DS3) AND DARK FIBER SERVICE, (WHICH IS NOT OFFERED BY MOST ILECs TO CLECs, ISPs AND BUSINESS AND ENTERPRISE CUSTOMERS), WILL CREATE A PRICE POINT THAT PROMOTES LONG TERM COST SAVINGS AND EXCELLENT LONG TERM CUSTOMER SERVICE FOR END USERS.

EXHIBIT "C-1"

OHIO DEPARTMENT OF TAXATION REGISTRATION

**ACCESS FIBER GROUP, INC. HAS REGISTERED THROUGH THE OHIO BUSINESS
GATEWAY WITH THE OHIO DEPARTMENT OF TAXATION, AS INDICATED ON
THE ATTACHED REGISTRATION CONFIRMATION:**

ACCOUNT NUMBER 93063139.



REGISTRATION CONFIRMATION

Commercial Activity Tax Division
P.O. Box 182101
Columbus, OH 43218-2101
Phone: 1-888-7CAT-TAX; 1-888-
722-8829
FAX: 1-614-752-8644
TTY/TDD: 1-800-750-0750
tax.ohio.gov

11/17/2009

Access Fiber Group, Inc.
201 Summit Parkway
Birmingham, AL 35209

Dear Taxpayer:

Thank you for registering through the Ohio Business Gateway (OBG). You will need to wait 2 business days before filing a return on OBG. If you have questions concerning your tax responsibilities or how to file your return(s), please contact us using the address or phone number at the top of this registration.

Legal Name: Access Fiber Group, Inc.

FEIN/SSN: 261582249

Tax Type: COMMERCIAL ACTIVITY TAX

Account Type: Single Entity

Account Number: 93063139

Effective Date: 5/15/2010

Filing Frequency: ANNUAL

If you are a consolidated or combined company, below is a list of subsidiaries you have just registered with us:

<u>Account Number</u>	<u>Primary Name</u>
-----------------------	---------------------

Annual Tax Due for Annual Filers

Annual filers are encouraged to file and pay commercial activity tax returns electronically through the Ohio Business Gateway (obg.ohio.gov). Annual filers that do not file electronically must file your first return and annual minimum tax within 40 days of the end of the quarter for which your account was effective (see above). If your effective date is prior to May 1st, your annual minimum tax is \$150. If the effective date is after May 1st, your annual minimum tax is \$75 for the current year. You may pay the annual minimum tax in two ways:

1. **OBG** - You will need to sign back into OBG, choose "CAT Return Filing" from the Choose Forms menu and select "1st Time Annual Minimum Tax" from the activity type drop down menu on the CAT screen.
2. **Paper** - Send a check to the address above. Make sure to include your CAT account number and FEIN/SSN on your check along with a copy of this registration confirmation.

EXHIBIT "C-2"

OHIO CERTIFICATE OF AUTHORITY

**ACCESS FIBER GROUP, INC. IS DESIGNATED AS A FOREIGN CORPORATION
ORGANIZED IN THE STATE OF DELAWARE JUNE 28, 2007 AND HAS BEEN
ISSUED A CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THE
STATE OF OHIO BY THE SECRETARY OF STATE EFFECTIVE
NOVEMBER 2, 2009 AS SPECIFIED IN THE FOLLOWING
"CERTIFICATE OF AUTHORITY" – 1893310 AND DOCUMENT NO. 200930602204.**

200930602204

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/03/2009	200930602204	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

TONY VANDE LINDE
ACCESS FIBER GROUP INC
201 SUMMIT PKWY
BIRMINGHAM, AL 35209

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1893310

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

ACCESS FIBER GROUP, INC.

and, that said business records show the filing and recording of:

Document(s):

FOREIGN LICENSE/FOR-PROFIT

Document No(s):

200930602204

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 2nd day of November, A.D.
2009.

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Ohio Secretary of State

EXHIBIT D-1

EXECUTIVE SUMMARY – CURRENT FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

ACCESS FIBER GROUP, INC. HAS DEMONSTRATED IT POSSESSES THE REQUISITE FINANCIAL ABILITIES AND RESOURCES TO PROVIDE TELECOMMUNICATIONS SERVICES IN OHIO AS DETAILED IN THE “CONFIDENTIAL EXHIBIT” D-2 THAT FOLLOWS.

ACCESS FIBER GROUP, INC. HAS GENERATED CASH RESERVES THROUGH PREPAID AND / OR LEASED SERVICES FOR ITS EXISTING CUSTOMERS (IRU CONTRACTS AND OPERATING LEASES) WHICH WILL ENABLE THE DEVELOPMENT OF NEW NETWORKS, MARKETS AND SERVICES OFFERED IN THE STATE OF OHIO. “AFG” IS FULLY FUNDED, DEBT FREE AND BASED ON ITS CURRENT BUSINESS MODEL HAS NO IMMEDIATE NOR FUTURE PLANS TO BORROW FUNDS FOR DEVELOPMENT.

EXHIBIT "D-2"

INCOME STATEMENTS AND BALANCE SHEETS

EXHIBITS TO BE "CONFIDENTIAL" AND "SEALED"

ACCESS FIBER GROUP, INC. IS A PRIVATELY HELD "C" CORPORATION AND RESPECTFULLY REQUESTS EXHIBIT "D-2" TO BE FILED AS "CONFIDENTIAL" AND "SEALED".

A SEPARATE MOTION FOR PROTECTIVE ORDER HAS BEEN PREPARED AND FILED IN CONJUNCTION WITH OUR REQUEST FOR THE FOLLOWING DOCUMENTS TO BE TREATED AS CONFIDENTIAL.

ATTACHED FINANCIAL DOCUMENTS ARE NOT AUTHORIZED BY "AFG" TO BE POSTED ON THE OHIO PUBLIC UTILITIES COMMISSION WEB SITE NOR AVAILABLE FOR VIEWING IN ANY PUBLIC FORUM. THE DOCUMENTS ARE INTENDED FOR VIEWING AND USE ONLY BY THE OHIO PUBLIC UTILITIES COMMISSION IN DETERMINING THE FINANCIAL CAPABILITIES OF "AFG" TO PROVIDE TELECOMMUNICATION SERVICES WITHIN THE STATE OF OHIO.

EXHIBIT "E-1"

OFFICERS, DIRECTORS AND PRINCIPAL STOCKHOLDERS

STOCKHOLDERS:

DANIEL T. MOORE	7,372 SHARES
SB VENTURES, LLC	2,628 SHARES
MARK W. SENDA	CO-MANAGER
ROBERT BICKSLER	CO-MANAGER
TOTAL	10,000 SHARES

DIRECTOR(S) – OFFICER(S):

PRESIDENT AND C.E.O.	DANIEL T. MOORE	201 SUMMIT PARKWAY BIRMINGHAM, AL 35209
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EXHIBIT "E-1a"
Management and Advisor Experience

Daniel T. Moore
President & CEO
Birmingham, AL

Prior to founding Access Fiber Group, Inc. in June of 2007, Mr. Moore co-founded Fiberlincs LLC, a regional CLEC / dark fiber provider, and served as managing partner through October, 2006. Prior to Fiberlincs, Mr. Moore served as the indirect sales manager for southeast markets for ICG Communications, a nationwide wholesale broadband and CLEC organization. Mr. Moore served as the primary marketing contact for all wholesale and agent sales organizations serving southeast markets. Prior to ICG, Mr. Moore served in various direct and indirect sales and marketing positions in the telecommunications industry spanning 8 years with KMC Telecom, BTI and Cable and Wireless covering southeast and mid Atlantic territories. Prior to entering the telecommunications industry in 1996, Mr. Moore served as an air traffic controller in the US Navy serving aboard the USS Roosevelt and FASFAC Vacapes, Oceanea VA. Mr. Moore holds a Bachelor of Science from the University of the State of New York, Cum Laude honors.

Mark W. Senda
Stockholder / Advisor
Lake St. Louis, MO

Mark W. Senda has spent his entire professional career building successful technology companies. Most recently he served as President and CEO, of St. Louis based Xspedius Communications LLC, a competitive communications company operating in 20 states, with revenues in excess of \$220m. Prior to Xspedius, Mark was Division President for AT&T Canada, where he ran AT&T's fastest growing business unit, local services. AT&T Canada was the successor to MetroNet Communications where Mark was Chief Operating Officer for Canada's first national competitive communications company. Mark was an early implementer and operator of competitive local access and exchange networks throughout the United States. With MFS Communications he served as Senior Vice President of Network Services and later, with Brooks Fiber Properties as Senior Vice President of Operations & Engineering. He also spent nine years with MCI Communications Corp. in various management roles dating back to the divestiture of the Bell Companies. He currently is a member of the board of directors of Atreus Systems, Inc. a leading IP based software company with headquarters in Ottawa, Canada and the Technology Entrepreneur Center, a St. Louis, Missouri based business incubator providing support to IT and communications start-ups. Mark earned a BS degree in

Business from The University of the State of New York and an MS in Telecommunications Policy from The George Washington University.

Robert C. Bicksler
Stockholder / Advisor
Raleigh, NC

Robert Bicksler has over 30 years of operational and financial background in telecommunications and technology companies. His track record is one of continued success in growing companies and mergers and acquisitions. Bob began his career and track record of strong performance at PriceWaterhouseCoopers LLP in the audit and tax department where he remained for 19 years. Since PriceWaterhouseCoopers, Bob has led and developed many companies as CEO, Vice President, and/or Chief Financial and Administrative Officer including AT&T Canada, Global Metro Networks, Performance Awareness Corp., Seer Technologies, Inc., and Netifice Communications. Bob's experience providing strategic merger and acquisition consulting services also comes from his role as former Principal of Catalina Consulting. Bob is a Certified Public Accountant, has an MS of Accounting from the University of North Texas, a BS in Business Administration from Pennsylvania State University, and Certificate of Attendance, ESAN from Lima, Peru.

Anthony N. Vande Linde
Business Operations Manager
Birmingham, AL

Tony Vande Linde began his telecommunications career ten years ago with ACSI Network Technologies in Atlanta, GA functioning as Sales Operations Manager. Mr. Vande Linde was tasked with projecting network construction costs, sales planning and revenue reporting. Other telecommunications industry experiences were obtained as Business Manager with Xspedius Fiber Group, a subsidiary of Xspedius Communications, LLC and Senior Business Manager with FiberLight, LLC where he managed purchasing and contracting, customer implementation, disaster recovery and network damage recovery, network access and NOC services for six metropolitan networks covering 5 states and Washington, DC. Prior to his telecommunications career, Tony successfully performed management, sales and operations positions for companies headquartered in VA and NC. Tony was educated at the University of Richmond where he majored in Economics.

EXHIBIT "E-2"

ARTICLES OF INCORPORATION

EXHIBIT E-2 "ARTICLES OF INCORPORATION" ISSUED BY THE STATE OF DELAWARE, IS THE FIRST AND ONLY DOCUMENT. THERE HAVE BEEN NO AMENDMENTS AND NO ADDENDUMS TO THE ORIGINAL ARTICLES OF INCORPORATION.

Delaware

PAGE 1

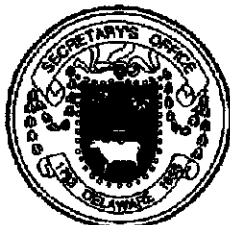
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "ACCESS FIBER GROUP, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2007, AT 4:32 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4363797 8100

070764445



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5805711

DATE: 06-29-07

CERTIFICATE OF INCORPORATION

OF

ACCESS FIBER GROUP, INC.

FIRST

The name of this Corporation is ACCESS FIBER GROUP, INC.

SECOND

The name and address of its registered office and registered agent in the State of Delaware is Ferry, Joseph & Pearce, P.A., 824 Market Street, Suite 904, Wilmington, New Castle County, Delaware, 19801.

THIRD

The nature of the business and the objects and purposes to be transacted, promoted, and carried on are:

To engage in any lawful act or activities for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH

The total number of shares of stock which this corporation is authorized to issue is Ten Thousand Shares (10,000) of voting common stock, all of which shares will be of no par value.

FIFTH

The name and mailing address of the incorporator is as follows:

Michael B. Joseph, Esquire
824 Market Street, Suite 904
P.O. Box 1351
Wilmington, Delaware 19899-1351

SIXTH

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend, and repeal the By-Laws.

This corporation may in its By-Laws confer powers additional to the foregoing upon the directors, in addition to the powers and authorities expressly conferred upon them by law.

The Directors shall have the power to alter or amend by resolution the rights, amounts, limitations or restrictions, etc. of any class of stock.

SEVENTH

Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, on the application in a summary way of this corporation or any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequences of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the Court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

EIGHTH

Meeting of stockholders may be held outside of the state of Delaware, if the By-Laws so provide. The book of the corporation may be kept (subject to any provisions contained in the statutes) outside of Delaware at such place of places as may be designated from time to time by the board of directors or in the By-Laws of the corporation. Election of directors need not be by ballot unless the By-Laws of the corporation shall so provide.

NINTH

No contract or other transaction between the corporation and any other corporation shall be ineffective or invalidated by the fact that any one or more of the directors of this corporation is, or are interested in, or is a director or officer, or are directors or officers, of such corporation, and any director or directors individually or jointly may be a party or parties to or may be interested in any contract or transaction of this corporation or in which this corporation is interested; and no contract, act, or transaction of this corporation with any person or persons, firms, or corporations shall be ineffective or invalidated by the fact that any director or directors in this corporation is a party, or are parties to or interested in such contract, act or transaction, or in any way connected with such persons, firms, or corporation, and every person who may become a director of this corporation is hereby relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of himself or any firm or corporation in which he may be in anywise interested.

TENTH

No directors of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts, or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. The directors shall have the power to adopt a By-Law granting indemnification to directors of the corporation.

ELEVENTH

Until such time as the corporation shall in its By-Laws adopt another inscription for a corporate seal, the corporate seal of the corporation shall have inscribed thereon only the words "Corporate Seal".

I, the undersigned, being the incorporator hereinabove named for the purpose of forming a corporation, in pursuance of an Act of the Legislature of the State of Delaware entitled "An Act Providing a General Corporation Law" (approved March 10, 1989) as codified and re-enacted as Title 8, Delaware Code of 1953, and the acts amendatory thereof and supplemental thereto, do make and file this Certificate of Incorporation and acknowledging the penalty for perjury, hereby declaring and certifying that the facts herein stated are true, pursuant to 8 Delaware Code Section 103(b)(2) and accordingly hereunto have set my hand this 29th day of June, A.D., 2007.

IN THE PRESENCE OF:

Judith L. Cullum

[Signature]
Incorporator

EXHIBIT "E-3"

SIMILAR OPERATIONS IN OTHER STATES

ACCESS FIBER GROUP, INC. HAS RECEIVED "CLEC" AUTHORITY TO PROVIDE TELECOMMUNICATIONS SERVICES IN ALABAMA, NORTH CAROLINA TENNESSEE AND WISCONSIN. WE ARE IN THE PROCESS OF OBTAINING AUTHORITY TO PROVIDE SIMILAR SERVICES IN ARKANSAS, KENTUCKY AND MISSOURI AND HAVE PLANS FOR CERTIFICATION IN SEVERAL OTHER STATES IN 2010.

EXHIBIT "E-4"

ACCOUNTING RECORDS

**ACCESS FIBER GROUP, INC. WILL MAINTAIN ITS LOCAL TELEPHONE
ACCOUNTS RECORDS SEPARATE AND APART FROM ANY OTHER ACCOUNT
RECORDS IN ACCORDANCE WITH GAAP.**

EXHIBIT "E-5"

AFFILIATION OR OWNERSHIP IN OTHER TELECOMMUNICATIONS COMPANY

ACCESS FIBER GROUP, INC. HAS NO DIRECTORS, PARTNERS, OFFICERS OR MEMBERS WHO ARE AFFILIATED WITH ANY OTHER TELECOMMUNICATIONS COMPANY. IF AT SOME FUTURE DATE ACCESS FIBER GROUP, INC. BECOMES AFFILIATED WITH ANY INCUMBENT LOCAL EXCHANGE COMPANY (ILEC), WE AGREE TO COMPLY WITH ALL THE AFFILIATE TRANSACTION REQUIREMENTS WITHIN THE STATE OF OHIO.

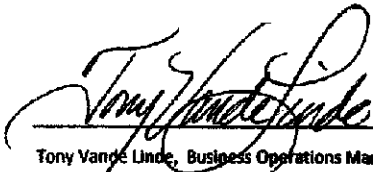
EXHIBIT "F"

PROPOSED INTERACTIONS WITH OTHER CARRIERS

ACCESS FIBER GROUP, INC. WILL DERIVE ITS RATES FROM INTERCONNECTION AGREEMENTS, WHOLESALE AGREEMENTS, RESALE AND OTHER TARIFFS, AND ANALYSIS OF THE COSTS ASSOCIATED WITH CONSTRUCTING AND MAINTAINING ITS OWN FACILITIES. A COPY OF THE REQUEST TO INITIATE NEGOTIATIONS WITH "A T & T" IS INCLUDED. "AFG" HAS EXISTING AND ESTABLISHED INTERCONNECTION AGREEMENTS (INCLUDING RESALE PROVISIONS) IN MULTIPLE STATES AND ON SEPT. 29, 2009 REQUESTED COMMENCEMENT OF NEGOTIATIONS FOR THE STATE(S) OF OHIO AND WISCONSIN. A COPY OF THEIR RESPONSE IS INCLUDED.

AFFIDAVIT AND NOTARIZED VERIFICATION

Pursuant to OAC 4901: 1-6-10 (E) (3), I, Tony Vande Linde, an authorized employee of Access Fiber Group, Inc., attest that Access Fiber Group, Inc. has made a bona fide Request to Commence Negotiations to establish an Interconnection Agreement with A T & T – Ohio, the ILEC serving the geographic area where "AFG" will be providing services.



Tony Vande Linde, Business Operations Manager
Access Fiber Group, Inc.

11/18/2009

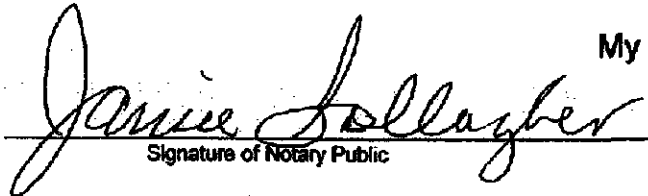
Date

VERIFICATION

STATE OF ALABAMA COUNTY OF JEFFERSON

Tony Vande Linde, personally appeared before me this day and, being first duly sworn, says that the facts stated in the foregoing application and any exhibits, documents, and statements thereto attached are true as he or she believes.

WITNESS my hand and notarial seal, this 18th day of November, 2009.



Signature of Notary Public

My Commission Expires

Janice G. Gallagher
Notary Public, Alabama State At Large
My Commission Expires 4/18/12

JANICE GALLAGHER

Name of Notary Public - Typed or Printed



October 6, 2009

Tony Vande Linde
Business Operations Manager
Access Fiber Group, Inc.
201 Summit Parkway
Birmingham, AL 35209

Re: Access Fiber Group, Inc.'s, Request to Negotiate

Dear Tony Vande Linde:

On September 29, 2009, AT&T received your letter dated September 28, 2009, via electronic mail, in which Access Fiber Group, Inc. ("AFG") requests commencement of negotiations in compliance with our mutual good faith obligations under the Telecommunications Act of 1996. Your letter states that AFG desires an Interconnection Agreement in the State(s) of Ohio and Wisconsin.

As a result of your request, the signature-ready Agreement will be forwarded to you under separate cover via electronic mail.

Please note that AT&T offers a separate Transit Traffic Service Agreement that is not a part of the Section 251/252 agreement or negotiations process. It is AT&T's position that transit traffic service is not a 251(b) or (c) requirement and that negotiations for transiting rates, terms and conditions between AT&T and AFG should take place independently of 251/252 negotiation and arbitration process.

Enclosed for your consideration are two copies of our Nondisclosure Agreement which covers those items that are not subject to Sections 251, 252, 271, and/or any state law counterpart; or are not subject to any other provision of the Communications Act of 1934, as amended ("Act"). Please sign both documents and return one original to me.

In order to ensure that AT&T prepares the Interconnection Agreement accurately, please provide the following items:

- (1) Certification as a CLEC for Ohio and Wisconsin.
- (2) Registration with the Secretary of State's office, showing its type of entity and company name. Please ensure that the name on state certification, and the name registered with secretary of state's office are the same. Unfortunately, if they do not match AT&T will not be able to execute the Agreement.
- (3) Documentation from Telcordia of your IAC (Interexchange Access Customer) (aka ACNA) Code, which may be faxed to the number listed above. Such Codes are assigned and administered by Telcordia as the maintenance agent for ANSI (American National Standards Institute) Standard T1.251, which is the specification for these codes. The IAC code is used in interfacing between companies and aiding flow through. This three-character alphabetic code is used to populate such COMMON LANGUAGE® Universal Service Order (USO) record fields as "ACNA" and "PIC" and is used to populate the ACNA and CCNA fields on the Access Service Request (ASR) and the Local Service Request (LSR). If you do not yet have an ACNA, you may contact Telcordia at the following address or website.

Customer Service Center
Telcordia Technologies, Inc.
One Telcordia Drive, RRC 1B-180
Piscataway, NJ 08854-4156
Phone: 866.672.6997
<http://telecom-info.telcordia.com/site-cgi/ido/>

(4) **Documentation from NECA** showing your company's Operating Company Number(s) (OCN). OCNs are also known as company codes and AECNs (Alternate Exchange Carrier Numbers) and are company identifiers assigned by the National Exchange Carrier Association (NECA). In accordance with the industry standards as defined by NECA, AT&T requires Competitive Local Exchange Carriers (CLECs) wishing to conduct business in any of the AT&T-owned ILEC territories to establish separate Operating Company Numbers (OCNs) for Resale and/or Facility-Based OCNs prior to provisioning services under a Resale or Interconnection Agreement (ICA) entered into with AT&T or any AT&T-Owned ILEC. You may contact NECA at the following address or website to obtain an OCN.

80 South Jefferson Road
Whippany, NJ 07981-1009
(800) 228-8597

Fax: (973) 884-8469

http://www.neca.org/source/NECA_BusinessSolutions_4452.asp

(5) In addition, please complete the enclosed Confidential Credit Application and fax it to (404) 949-1699.

Please note that in responding to your request for negotiations under Sections 251/252 of the Act and providing any proposed contract terms in connection with this response or in our upcoming 251/252 negotiations, AT&T does not waive, but instead expressly reserves, all of its rights, remedies, and arguments. Accordingly, AT&T reserves the right to withdraw, revise or otherwise modify its proposed provisions prior to the provisions being incorporated into an approved and effective interconnection agreement between the Parties.

Alberta Jones will continue to be the AT&T Lead Negotiator for AFG. She can be reached at 214-858-0708. Please address any questions or concerns you may have to Alberta.

AT&T looks forward to working with you to meet your business needs.

Sincerely,

TENA RYLANDER

Eddie A. Reed, Jr.

Enclosures

EXHIBIT "G-1"

PROPOSED INTERACTIONS WITH OTHER CARRIERS

ACCESS FIBER GROUP, INC. DOES NOT INTEND TO PROVIDE LOCAL SERVICES WHICH REQUIRE PAYMENT IN ADVANCE OF RECEIVING DIAL TONE.

"AFG" DOES NOT INTEND TO PROVIDE RESIDENTIAL TELECOMMUNICATIONS SERVICES SO THERE IS NO "RESIDENTIAL CREDIT APPLICATION".

"AFG" WILL MIRROR THE "A T & T - OHIO" EXCHANGES FOR BOTH SERVING AREA AND LOCAL CALLING AREAS.

Access Fiber Group, Inc.

201 Summit Parkway
Birmingham, AL 35209

EXHIBIT G-2

OPERATING LEASE INVOICE

Invoice

Date	Invoice #
11/19/2009	BHM.RR.005

Bill To
SAMPLE INVOICE 123 MAIN STREET LEXINGTON, KY XXCCD

P.O. No.	Terms	Project
OL1119-01-09	Net 15	

Quantity	Description	Rate	Amount
1	OPERATING LEASE 1119-01-09 ATTACHMENT A-1	3,500.00	3,500.00
0.06	FRANCHISE FEE PER CONTRACT	3,500.00	210.00
Thank you for your business.		Total	\$3,710.00

EXHIBIT "G-3"

PROPOSED INTERACTIONS WITH OTHER CARRIERS

"AFG" WILL MIRROR THE "A T & T - OHIO" EXCHANGES FOR BOTH SERVING AREA AND LOCAL CALLING AREAS AS PER THE FOLLOWING:

COUNTY	LOCAL EXCHANGE
EXCHANGE AREA	CALLING AREA
ADAMS	Winchester
ATHENS	Nelsonville
BELMONT	Barnesville
BELMONT	Bellaire
BELMONT	Bethesda
BELMONT	Martins Ferry- Bridgeport
BELMONT	Somerton
BELMONT	St. Clairsville
BROWN	Aberdeen
BROWN	Ripley
BUTLER	Middletown
BUTLER	Monroe
BUTLER	Trenton
CHAMPAIGN	Christiansburg
CLARK	Donnelsville

CLARK	Enon
CLARK	Medway
CLARK	New Carlisle
CLARK	North Hampton
CLARK	Pitchin
CLARK	South Charleston
CLARK	South Vienna
CLARK	Springfield
CLARK	Tremont City
COLUMBIANA	Columbiana
COLUMBIANA	East Liverpool
COLUMBIANA	East Palestine
COLUMBIANA	Leetonia
COLUMBIANA	Lisbon
COLUMBIANA	New Waterford
COLUMBIANA	Rogers
COLUMBIANA	Salem
COLUMBIANA	Salineville
COLUMBIANA	Wellsville
COSHOCTON	Conesville
COSHOCTON	Coshocton
COSHOCTON	West Lafayette
CUYAHOGA	Bedford
CUYAHOGA	Berea

CUYAHOGA	Brecksville
CUYAHOGA	Chagrin Falls
CUYAHOGA	Cleveland
CUYAHOGA	Gates Mills
CUYAHOGA	Hillcrest
CUYAHOGA	Independence
CUYAHOGA	Montrose [CUY]
CUYAHOGA	North Royalton
CUYAHOGA	Olmsted Falls
CUYAHOGA	Strongsville
CUYAHOGA	Terrace
CUYAHOGA	Trinity
CUYAHOGA	Victory
ERIE	Bloomington
ERIE	Castalia
ERIE	Sandusky
FAIRFIELD	Carroll
FAIRFIELD	Lancaster
FAIRFIELD	Rushville
FAIRFIELD	Sugar Grove
FAYETTE	Bloomington
FAYETTE	Jeffersonville
FAYETTE	Milledgeville
FAYETTE	Washington Court House

FRANKLIN	Alton
FRANKLIN	Canal Winchester
FRANKLIN	Columbus
FRANKLIN	Dublin
FRANKLIN	Gahanna
FRANKLIN	Grove City
FRANKLIN	Groveport
FRANKLIN	Harrisburg
FRANKLIN	Hilliard
FRANKLIN	Lockbourne
FRANKLIN	New Albany
FRANKLIN	Reynoldsburg
FRANKLIN	Westerville
FRANKLIN	Worthington
GALLIA	Cheshire
GALLIA	Gallipolis
GALLIA	Guyan
GALLIA	Rio Grande
GALLIA	Vinton
GALLIA	Walnut
GEAUGA	Burton
GEAUGA	Chesterland
GREENE	Beavercreek
GREENE	Bellbrook

GREENE	Bowersville
GREENE	Cedarville
GREENE	Fairborn
GREENE	Jamestown
GREENE	Spring Valley
GREENE	Xenia
GREENE	Yellow Springs-Clifton
HANCOCK	Findlay
HIGHLAND	Belfast
HIGHLAND	Danville [HIG]
HIGHLAND	Hillsboro
HIGHLAND	Marshall
HIGHLAND	Rainsboro
HIGHLAND	Sugar Tree Ridge
HOCKING	Murray City
JEFFERSON	Mingo Junction
JEFFERSON	Steubenville
JEFFERSON	Toronto
LAKE	Leroy
LAKE	Mentor
LAKE	Painesville
LAKE	Wickliffe
LAKE	Willoughby
LAWRENCE	Arabia

LAWRENCE	Ironton
LUCAS	Holland
LUCAS	Maumee
LUCAS	Toledo
LUCAS	Whitehouse
MADISON	London
MADISON	Sedalia
MADISON	South Solon
MADISON	West Jefferson
MAHONING	Canfield
MAHONING	Lowellville
MAHONING	North Jackson
MAHONING	North Lima
MAHONING	Sebring
MAHONING	Youngstown
MIAMI	Fletcher-Lena
MIAMI	Piqua
MONROE	Beallsville
MONROE	Clarington
MONROE	Duffy
MONROE	Graysville
MONROE	Lewisville
MONROE	Woodsfield
MONTGOMERY	Centerville [MOT]

MONTGOMERY	Dayton
MONTGOMERY	Miamisburg- W.Carrollton
MONTGOMERY	Vandalia
MUSKINGUM	Dresden
MUSKINGUM	Fultonham
MUSKINGUM	Norwich
MUSKINGUM	Philo
MUSKINGUM	Zanesville
PERRY	Corning
PERRY	Glenford
PERRY	New Lexington
PERRY	Roseville
PERRY	Shawnee
PERRY	Somerset
PERRY	Thornville
PICKAWAY	New Holland
PORTAGE	Atwater
PORTAGE	Kent
PORTAGE	Mantua
PORTAGE	Mogadore
PORTAGE	Ravenna
PORTAGE	Rootstown
SANDUSKY	Fremont
SANDUSKY	Lindsey

SENECA	Fostoria
SENECA	New Riegel
SENECA	Tiffin
STARK	Alliance
STARK	Canal Fulton
STARK	Canton
STARK	Hartville
STARK	Louisville
STARK	Magnolia-Waynesburg
STARK	Marlboro
STARK	Massillon
STARK	Navarre
STARK	North Canton
STARK	Uniontown
SUMMIT	Akron
SUMMIT	Greensburg
SUMMIT	Manchester [SUM]
TRUMBULL	Girard
TRUMBULL	Hubbard
TRUMBULL	Kirtland
TRUMBULL	Niles
TRUMBULL	Sharon
TUSCARAWAS	Gnadenhutten
TUSCARAWAS	Newcomerstown

TUSCARAWAS	Uhrichsville
WARREN	Franklin
WASHINGTON	Belpre
WASHINGTON	Marietta
WASHINGTON	New Matamoras
WASHINGTON	Newport
WAYNE	Dalton
WOOD	Perrysburg
WYANDOT	Upper Sandusky