Laura Garfinkel | Director
laura.garfinkel@claconnect.com
Cellular: 973-760-9218
Office: 770-637-8308

March 15, 2024

VIA EFILE & FEDERAL EXPRESS
Georgia Public Service Commission
244 Washington St. SW
Atlanta, GA 30334
Attn: Mr. Sallie Tanner
Executive Secretary

RE: DOCKET No. 55728 - REQUEST FOR AMERICAN DARK FIBER, LLC APPLICATION FOR CERTIFICATE OF AUTHORITY TO PROVIDE LOCAL AND INTEREXCHANGE SERVICES IN THE STATE OF GEORGIA

Dear Mr. Tanner:

Enclosed please find enclosed American Dark Fiber, LLC's application for Certificate of Authority to Provide Competitive Local Exchange Services.

You will note along with the application all corresponding exhibits as applicable, and marked individually for reference and continuity.

Should you have any questions regarding the enclosed or you require any additional information, please contact me at (973)-760-9218 or by email at laura.garfinkel@claconnect.com.

Respectfully Submitted,



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

Georgia Public Service Commission

244 WASHINGTON STREET, SW
ATLANTA, GEORGIA 30334-5701

APPLICATION FOR CERTIFICATE OF AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE SERVICE (CLEC)

Please file the completed application electronically at https://psc.ga.gov/alternative-efile/.

Please also mail one (1) hard copy of the application and any attachments to:

Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-5701

Questions regarding filing procedures should be directed to Sallie Tanner at (404) 463-7747 or stanner@psc.ga.gov.

Questions regarding the application should be directed to Erica Wilson at (404) 651-9402 or ewilson@psc.ga.gov.

Georgia Public Service Commission

244 WASHINGTON STREET, SW
ATLANTA, GEORGIA 30334-5701

APPLICATION FOR CERTIFICATE OF AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE SERVICE (CLEC)

I. APPLICANT

NAME OF COMPANY	***American Dark Fiber, LLC***				
ADDRESS 1	***11110 Ohio Avenue, Suite #111***				
ADDRESS 2					
CITY	***Los Angeles***	STATE	***CA***	ZIP CODE	***90025***
TELEPHONE	***(310) 312-1818***	FAX			

EMPLOYEE DESIGNATED TO RECEIVE AND RESPOND TO COMMISSION REQUESTS:					
NAME	***Karen Wells***	TITLE	***Controller***		
ADDRESS 1	***11110 Ohio Avenue, Suite #111***				
ADDRESS 2					
CITY	***Los Angeles***	STATE	***CA***	ZIP CODE	***90025***
TELEPHONE	***(310) 312-1818***	FAX			
EMAIL ADDRESS	***karen@americandarkfiber.com***				

NOTE: FAILURE TO NOTIFY THE COMMISSION, IN WRITING, WHEN THERE IS A CHANGE IN THE CONTACT PERSON OR ADDRESS(ES) LISTED IN THIS APPLICATION MAY RESULT IN CANCELLATION OF CERTIFICATE OF AUTHORITY.

II. ATTORNEY OR AGENT

IF APPLICANT IS NOT A GEORGIA CORPORATION, GIVE NAME AND ADDRESS OF AN ATTORNEY OR AGENT IN THE STATE OF GEORGIA UPON WHOM PROCESS MAY BE SERVED IN ANY SUIT AGAINST APPLICANT.

ATTORNEY NAME	***Laura Garfinkel***				
NAME OF FIRM	***CLA (CliftonLarsonAllen, LLP)***				
ADDRESS 1	***3575 Piedmont Rd NE Bldg 15 Ste 155***				
ADDRESS 2					
CITY	***Atlanta***	STATE	***GA***	ZIP CODE	***30305***
TELEPHONE	***973-760-9218***	FAX			
EMAIL ADDRESS	***Laura.Garfinkel@claconnect.com***				

III. ORGANIZATION

STATE AND DATE OF INCORPORATION:			
STATE		DATE	

LIST THE NAMES, TITLES, AND ADDRESSES (IF DIFFERENT FROM ABOVE) OF ALL OFFICERS OR PARTNERS:			
NAME	***Michael Pendleton***	ADDRESS	
TITLE	***David Diagle***		
NAME		ADDRESS	
TITLE			
NAME		ADDRESS	
TITLE			
NAME		ADDRESS	
TITLE			

ATTACH A COPY OF THE CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS ISSUED BY THE GEORGIA SECRETARY OF STATE. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A"). ***GA Control Number - 24016383***	***Exhibit A***

IF APPLICANT IS A SUBSIDIARY, PARENT, OR AFFILIATE OF ANY OTHER COMPANY, REGARDLESS OF TYPE OR INDUSTRY, ATTACH A CHART SHOWING THE RELATIONSHIP OF THE APPLICANT TO ALL AFFILIATED COMPANIES. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A"). IF NO AFFILIATED COMPANIES, SO STATE. ***Applicant has no affiliated entities.***	

IV. EXISTING AUTHORITY

DOES THE APPLICANT OR ANY AFFILATED COMPANY HAVE EXISTING CERTIFICATES OF AUTHORITY ISSUED BY THE GPSC? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES		NO	
	X			

IF YES, PLEASE LIST THE NAME OF EACH COMPANY AND THE CERTIFICATE NUMBER(S):
Applicant has been awarded either CPCN, CLEC authority and/or equivalent in FL, NV, NM, TN, TX, HI.

DOES THE APPLICANT OR ANY AFFILIATED COMPANY HAVE EXISTING AUTHORITY GRANTED BY ANY STATE OR FEDERAL ENTITY? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES		NO	
	X			

IF YES, PLEASE LIST THE NAME OF EACH COMPANY AND THE STATE OR FEDERAL ENTITY THAT GRANTED SUCH AUTHORITY:
American Dark Fiber, LLC. is a registered carrier with the Federal Communications Commission (FCC) and as in so being possesses an FRN (CORESid) 0027762475, and also a 499 Filer ID Number of 832681.

HAS THE APPLICANT OR ANY AFFILIATED COMPANY HAD ANY PREVIOUS AUTHORITY REVOKED BY ANY STATE OR FEDERAL ENTITY? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES		NO	
			X	

IF YES, PLEASE LIST THE NAME OF EACH COMPANY AND THE STATE OR FEDERAL THAT REVOKED SUCH AUTHORITY:
Applicant has never been denied operating authority in any state, nor has applicant ever had any revocation of any approval.

ATTACH A COPY OF ALL ORDERS REVOKING AUTHORITY. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A").	

V. COMPLIANCE WITH COMMISSION RULES AND ORDERS

COMMISSION RULE 515-12-1-.34 CODE OF CONDUCT FOR WINBACK ACTIVITIES REQUIRES CLECS TO ANNUALLY FILE BY MARCH 31 OF EACH YEAR CUSTOMER SERVICE CONTACT INFORMATION AND COMPANY CONTACT ESCALATION.				
DOES THE APPLICANT AGREE TO COMPLY WITH COMMISSION RULE 515.12-1.34? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES ***X***		NO	

COMMISSION RULE 515-12-1-.37 FAMILY VIOLENCE SHELTER CONFIDENTIALITY REQUIRES CLECS TO SUBMIT AN AFFIDAVIT UPON CERTIFICATION AND ON JANUARY 31 OF EACH ODD-NUMBERED YEAR THEREAFTER AN AFFIDAVIT ATTESTING THAT THE CARRIER WILL COMPLY WITH THE REQUIREMENTS OF THE RULE.				
DOES THE APPLICANT AGREE TO COMPLY WITH COMMISSION RULE 515.12-1.37? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES ***X***		NO	
DOWNLOAD CURRENT FAMILY VIOLENCE SHELTER CONFIDENTIALITY PROTECTION AFFIDAVIT FROM THE GPSC WEBSITE. ATTACH EXECUTED AND NOTARIZED AFFIDAVIT TO THE APPLICATION. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., EXHIBIT A).	***Exhibit B***			

COMMISSION RULE 515-12-1-.38 TELECOMMUNICATIONS RELAY SERVICE REQUIRES CLECS TO REMIT CONTRIBUTIONS ON A QUARTERLY BASIS TO THE TELECOMMUNICATIONS RELAY SERVICE FUND.				
DOES THE APPLICANT AGREE TO COMPLY WITH COMMISSION RULE 515.12-1.38? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES ***X***		NO	

COMMISSION RULE 515-12-1-.39 UNIVERSAL ACCESS FUND REQUIRES CLECS TO REMIT CONTRIBUTIONS ON A QUARTERLY BASIS TO THE UNIVERSAL ACCESS FUND.				
DOES THE APPLICANT AGREE TO COMPLY WITH COMMISSION RULE 515.12-1.39? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES ***X***		NO	

DOES THE APPLICANT AGREE TO COMPLY WITH ALL OTHER APPLICABLE COMMISSION RULES AND ORDERS? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES ***X***		NO	

VI. COMPETIVE LOCAL EXCHANGE SERVICE

WHAT CUSTOMER CLASS(ES) DOES THE APPLICANT PROPOSE TO SERVE? (PLACE AN "X" IN THE APPROPRIATE BOXES.)	***BUSINESS X***	
	RESIDENTIAL	
	OTHER (LIST BELOW)	

SELECT THE METHOD(S) BY WHICH SERVICE WILL BE PROVIDED. (PLACE AN "X" IN THE APPROPRIATE BOXES.)	RESALE ***X***	
	FACILITIES-BASED ***X***	

IF FACILITIES-BASED, PLEASE ANSWER THE FOLLOWING QUESTIONS.		
WILL THE FACILITIES BE NEWLY CONSTRUCTED OR ACQUIRED THROUGH LEASE OR PURCHASE? (PLACE AN "X" IN THE APPROPRIATE BOXES.)	***NEW CONSTRUCTION X***	
	ACQUISITION	
IF NEW CONSTRUCTION, PLEASE DESCRIBE THE LOCATION AND TYPE OF FACILITIES THAT WILL BE CONSTRUCTED.		
At some point in the future Applicant may build out facilities within the state in various jurisdictions to support dark fiber which it will resell to business customers. Therefore, Applicant will secure all necessary permits and requisite approvals to enter into the Public Right of Way in various localities and municipalities to offer fiber services. ***Applicant may at some point in the future offer Private Line and Point to Point Services or a resold basis to business customers which it will purchase from underlying carriers registered in the state.***		
IF AQUISITION, PLEASE DESCRIBE THE LOCATION AND TYPE OF FACILITIES THAT WILL BE ACQUIRED.		
PROVIDE A BREAKDOWN OF ANTICIPATED COSTS OF FACILITIES.		
Costs of facilities related to detail above are unable to be quantify at this time. However Applicant is a going concern and has the financial wherewithal to support fiber installations within the Public Rights of Way.		

TARIFFS FOR LOCAL EXCHANGE SERVICES ARE NO LONGER REQUIRED. DOES THE COMPANY WISH TO MAINTAIN A LOCAL EXCHANGE SERVICES TARIFF WITH THE COMMISSION? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES –		NO ***X***	
IF YES, PLEASE ATTACH A LOCAL EXCHANGE SERVICES TARIFF. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A").	***Exhibit F – Price Lists***			

PURSUANT TO O.C.GA. § 46-5-166(E), PROVIDERS OF ACCESS SERVICES MUST FILE ACCESS SERVICES TARIFFS WITH THE COMMISSION. DOES THE APPLICANT INTEND TO PROVIDE ACCESS SERVICES? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES		NO ***X***	
IF YES, PLEASE ATTACH AN ACCESS SERVICES TARIFF. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A").				

VII. TECHNICAL CAPABILITY

ATTACH RESUMES AND/OR PROFILES OF THE APPLICANT'S MANAGEMENT TEAM. DESCRIBE EACH TEAM MEMBER'S TECHNICAL QUALIFICATIONS, INCLUDING ANY RELEVANT WORK EXPERIENCE, EDUCATION, AND TRAINING. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A").	***Exhibit C***

VIII. FINANCIAL CAPABILITY

PROVIDE AUDITED FINANCIAL STATEMENTS FOR THE MOST RECENT FISCAL YEAR. IF AUDITED FINANCIAL STATEMENTS ARE UNAVAILABLE, PROVIDE UNAUDITED INCOME STATEMENT, BALANCE SHEET, AND STATEMENT OF CASH FLOWS FOR MOST RECENT FISCAL YEAR. PLACE EXHIBIT NAME IN BOX TO RIGHT (e.g., "EXHIBIT A").	***Exhibit D***

IS APPLICANT PRESENTLY INVOLVED IN ANY LITIGATION? (PLACE AN "X" IN THE APPROPRIATE BOX.)	YES		NO ***X***	
IF YES, PLEASE DESCRIBE EACH CASE IN DETAIL (PARTIES, SUBJECT MATTER, JURISDICTION, CASE NUMBER, ETC.):				

IX. AFFIDAVIT

OFFICER OR ATTORNEY/ AGENT:					
NAME	*Laura Garfinkel; Director – CLA (CliftonLarsonAllen, LLP)*				
TITLE	*Attorney – in – Fact for American Dark Fiber*				
ADDRESS 1	*3575 Piedmont Rd NE Bldg 15 Ste 155*				
ADDRESS 2					
CITY	*Atlanta*	STATE	*GA*	ZIP CODE	*30305*

THE INDIVIDUAL NAMED ABOVE (HEREINAFTER, "APPLICANT") PERSONALLY APPEARED BEFORE THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS. THE APPLICANT, AFTER FIRST BEING DULY SWORN, DEPOSES AND CERTIFIES THAT HE OR SHE HAS READ THE APPLICATION AND KNOWS THE CONTENTS THEREOF, AND THAT THE STATEMENTS MADE HEREIN ARE TRUE TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF.

APPLICANT FURTHER AGREES TO ABIDE BY ALL APPLICABLE LAWS UNDER THE STATE OF GEORGIA, AS CODIFIED IN THE OFFICIAL CODE OF GEORGIA ANNOTATED; ALL APPLICABLE RULES AND REGULATIONS OF THE GEORGIA PUBLIC SERVICE COMMISSION; AND ALL FINDINGS, CONCLUSIONS, TERMS, AND CONDITIONS SET FORTH IN PERTINENT COMMISSION ORDERS.

UNDER PENALTIES OF PERJURY, APPLICANT DECLARES THAT THE STATEMENTS MADE IN THE FOREGOING APPLICATION, INCLUDING ACCOMPANYING STATEMENTS AND ATTACHMENTS ARE TRUE, COMPLETE, AND CORRECT. I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION IN, OR IN CONNECTION WITH, MY APPLICATION MAY BE CAUSE FOR DENIAL OR LOSS OF CERTIFICATE.

Laura Garfinkel

SIGNATURE OF AFFIANT

7.31.2024

DATE

SUBSCRIBED AND SWORN TO ME THIS

31 DAY OF July, 2024.

NOTARY PUBLIC

(SEAL)

KIMBERLY A. SCHELL
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires January 17, 2028

LIST OF EXHIBITS

Exhibit A *- Articles of Organization (includes Georgia Registration Certificate)*

Exhibit B *- Family Violence Shelter Confidentiality Protection Affidavit*

Exhibit C *- Resumes of Key Company Personnel*

Exhibit D *- Financial Information*

Exhibit E *- Local Exchanges*

Exhibit F *- Local & InterExchange Price Lists*

Exhibit A- *Articles of Organization (includes Georgia Registration Certificate)*

Control Number : 24016383

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

AMERICAN DARK FIBER, LLC
a **Foreign Limited Liability Company**

has been duly formed under the laws of **Delaware** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Limited Liability Company** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Limited Liability Company** is hereby granted, on **01/16/2024**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **01/24/2024**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY

Electronically Filed
Secretary of State
Filing Date: 1/16/2024 1:35:11 PM

BUSINESS INFORMATION

CONTROL NUMBER	24016383
BUSINESS NAME	AMERICAN DARK FIBER, LLC
BUSINESS TYPE	Foreign Limited Liability Company
EFFECTIVE DATE	01/16/2024
HOME JURISDICTION	Delaware
DURATION	Perpetual
NAME IN HOME STATE	AMERICAN DARK FIBER, LLC
DATE OF FORMATION IN HOME JURISDICTION	07/04/2017
COMMENCEMENT DATE IN GEORGIA	01/16/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	11110 Ohio Avenue, Suite 111, Los Angeles, CA, 90025, USA

RECORDS ADDRESS

ADDRESS	11110 Ohio Avenue, Suite 111, Los Angeles, CA, 90025, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Cogency Global Inc.	900 Old Roswell Lakes Pkwy, Suite 300, Roswell, GA, 30076, USA	Fulton

MANAGER(S)

NAME	TITLE	ADDRESS
Michael Pendleton	MANAGER	11110 Ohio Avenue, Suite 111, Los Angeles, CA, 90025, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Michael Pendleton
AUTHORIZER TITLE	Member

The foreign limited liability company undertakes to keep its records at the address shown above until its registration in Georgia is canceled or withdrawn. The foreign limited liability company, in accordance with Title 14 of the Official Code of Georgia Annotated, appoints the Secretary of State as agent for service of process if no agent has been appointed in Georgia or, if appointed, the agent's authority has been revoked or the agent cannot be found or served by the exercise of reasonable diligence.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMERICAN DARK FIBER, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF MARCH, A.D. 2024.

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

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





6467078 8300

Authentication: 203019858

SR# 20240998916

Date: 03-14-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

Exhibit B *- Family Violence Shelter Confidentiality Protection Affidavit*

Georgia Public Service Commission

244 WASHINGTON STREET, SW
ATLANTA, GEORGIA 30334-5701

FAMILY VIOLENCE SHELTER CONFIDENTIALITY PROTECTION AFFIDAVIT

Pursuant to Commission Rule 515-12-1-.37 Family Violence Shelter Confidentiality Protection, all telephone service and directory assistance providers must file an affidavit attesting to compliance with the rule upon certification and by January 31 of each odd-numbered year thereafter.

Please file the completed affidavit electronically at https://psc.ga.gov/alternative-efile/.

Questions regarding filing procedures should be directed to Ms. Sallie Tanner at (404) 463-7747 or stanner@psc.ga.gov.

Questions regarding the affidavit should be directed to Ms. Erica Wilson at (404) 651-9402 or ewilson@psc.ga.gov.

FAMILY VIOLENCE SHELTER CONFIDENTIALITY PROTECTION AFFIDAVIT

OFFICER OR ATTORNEY/ AGENT:					
COMPANY	*Laura Garfinkel; Director – CLA (CliftonLarsonAllen, LLP)*				
NAME	*Attorney – in – Fact for American Dark Fiber*				
TITLE	*3575 Piedmont Rd NE Bldg 15 Ste 155*				
ADDRESS 1					
ADDRESS 2					
CITY	*Atlanta*	STATE	*GA*	ZIP CODE	*30305*

THE INDIVIDUAL NAMED ABOVE (HEREINAFTER, "AFFIANT") PERSONALLY APPEARED BEFORE THE UNDERSIGNED, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS. THE AFFIANT, AFTER FIRST BEING DULY SWORN, DEPOSES AND CERTIFIES THAT HE OR SHE HAS READ COMMISSION RULE 515-12-1-.37 FAMILY VIOLENCE SHELTER CONFIDENTIALITY PROTECTION AND WILL COMPLY WITH THE REQUIREMENTS CONTAINED THEREIN.

THIS AFFIDAVIT SHALL CONSTITUTE THE PLAN FOR PROTECTION OF THE CONFIDENTIALITY OF FAMILY VIOLENCE SHELTERS REQUIRED BY COMMISSION RULE 515-12-1-.37 FAMILY VIOLENCE SHELTER CONFIDENTIALITY PROTECTION AND O.C.G.A. § 46-5-7.

Laura Garfinkel

SIGNATURE OF AFFIANT

7/31/2024

DATE

SUBSCRIBED AND SWORN TO ME THIS

31 DAY OF July, 2024.

Kimberly A Schell

NOTARY PUBLIC

(SEAL)

KIMBERLY A. SCHELL
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires January 17, 2026

Exhibit C *- Resumes of Key Company Personnel*

Michael "Iron Mike" Pendleton, General Counsel & COO

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

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

Specific Telecom Experience Includes:

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

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

David J. Daigle's Current Telecom Industry Background Summary

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

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

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

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

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

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

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

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

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

Strengths

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

Relevant Experience
January 2023 to Present
American Dark Fiber
Managing Director of Operations

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

April 2013 to December 2022
HP Communications, Inc.
Corona, California
Director of Program Management

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

January 2012 to April 2013
Verizon Wireless (Insight Global)
Irvine, California
Microwave and Fiber Project Manager, PMO/Transport Engineering

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

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

March 2011 to December 2011
BCI Communications/Nexlink/Unitek Global Services
Orange, California
Project Manager

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

August 2009 to December 2010
Clearwire (TEK Systems)
Newport Beach, California
Engineering Project Manager

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

February 2006 to June 2009
Parsons
Irvine, California
Project Manager/Construction Manager/A&E Manager

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

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

October 2004 to December 2005
Alltel (Witela)
Bellevue, Washington
Network (Interconnect/Transport) Project Manager

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

June 2002 to October 2003
Cingular (The Alaris Group)
Bellevue, Washington
Network (Interconnect/Transport) Engineer

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

Education
2001 Drake University, Des Moines, Iowa
Bachelor of Arts

References
Available upon request.

Exhibit D *- Financial Information*

American Dark Fiber, LLC
Balance Sheet
March 31, 2023

ASSETS

Current Assets		
PPB - General Acct	$ 220,060.02	
Accounts Receivable	11,300.00	
Total Current Assets		231,360.02
Property and Equipment		
Infrastructure	8,890,977.69	
Accum. Depreciation - Infras.	(8,890,977.69)	
Total Property and Equipment		0.00
Other Assets		
Loans to Members	250,000.00	
Total Other Assets		250,000.00
Total Assets		$ 481,360.02

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	$ 4,474,173.96	
LLC Taxes Payable	5,800.00	
Total Current Liabilities		4,479,973.96
Long-Term Liabilities		
Notes Payable-HP COMM	350,000.00	
Loans from Partners	25,000.00	
Total Long-Term Liabilities		375,000.00
Total Liabilities		4,854,973.96
Capital		
Retained Earnings	(4,277,344.73)	
Net Income	(96,269.21)	
Total Capital		(4,373,613.94)
Total Liabilities & Capital		$ 481,360.02

American Dark Fiber, LLC
Income Statement
For the Three Months Ending March 31, 2023

	Current Month		Year to Date	
Revenues				
Non-Recurring Revenue	$ 139,168.40	100.00	$ 139,168.40	100.00
Total Revenues	139,168.40	100.00	139,168.40	100.00
Cost of Sales				
Contractor	100,000.00	71.86	100,000.00	71.86
ILEC/Utilities Monthly Rec Fee	104,615.63	75.17	104,615.63	75.17
Jurisdicational Permit Fee	500.00	0.36	500.00	0.36
Materials	16,761.95	12.04	16,761.95	12.04
Total Cost of Sales	221,877.58	159.43	221,877.58	159.43
Gross Profit	(82,709.18)	(59.43)	(82,709.18)	(59.43)
Expenses				
Advertising Expense	4,308.00	3.10	4,308.00	3.10
Bank Charges	228.85	0.16	228.85	0.16
Legal and Professional Expense	4,291.00	3.08	4,291.00	3.08
Licenses Expense	610.00	0.44	610.00	0.44
Locator Fees	132.00	0.09	132.00	0.09
Other Taxes	3,456.62	2.48	3,456.62	2.48
Supplies Expense	367.66	0.26	367.66	0.26
Telephone Expense	165.90	0.12	165.90	0.12
Total Expenses	13,560.03	9.74	13,560.03	9.74
Net Income	$ (96,269.21)	(69.17)	$ (96,269.21)	(69.17)

American Dark Fiber, LLC
Balance Sheet
December 31, 2022

ASSETS		
Current Assets		
PPB - General Acct	$ 222,027.23	
Total Current Assets		222,027.23
Property and Equipment		
Total Property and Equipment		0.00
Other Assets		
Total Other Assets		0.00
Total Assets		$ 222,027.23
LIABILITIES AND CAPITAL		
Current Liabilities		
Notes Payable-HP COMM	$ 350,000.00	
Total Current Liabilities		350,000.00
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		350,000.00
Capital		
Retained Earnings	(37,094.63)	
LLC-Corp Distribution	(334,388.00)	
Net Income	243,509.86	
Total Capital		(127,972.77)
Total Liabilities & Capital		$ 222,027.23

American Dark Fiber, LLC
Income Statement
For the Twelve Months Ending December 31, 2022

	Current Month		Year to Date	
Revenues				
Non-Recurring Revenue	$ 1,434,024.77	100.00	$ 1,434,024.77	100.00
Total Revenues	1,434,024.77	100.00	1,434,024.77	100.00
Cost of Sales				
Contractor	148,073.75	10.33	148,073.75	10.33
ILEC/Utilities Monthly Rec Fee	506,920.80	35.35	506,920.80	35.35
ILEC/Utilities App Fees	99,553.00	6.94	99,553.00	6.94
Jurisdicational Permit Fee	9,934.00	0.69	9,934.00	0.69
Total Cost of Sales	764,481.55	53.31	764,481.55	53.31
Gross Profit	669,543.22	46.69	669,543.22	46.69
Expenses				
Advertising Expense	37,213.86	2.60	37,213.86	2.60
Bank Charges	2,173.04	0.15	2,173.04	0.15
Charitable Contributions Exp	2,500.00	0.17	2,500.00	0.17
Depreciation Expense	2,645,313.24	184.47	2,645,313.24	184.47
Income Tax Expense	19,400.00	1.35	19,400.00	1.35
Legal and Professional Expense	38,934.20	2.72	38,934.20	2.72
Licenses Expense	1,134.49	0.08	1,134.49	0.08
Locator Fees	464.20	0.03	464.20	0.03
Other Taxes	2,938.53	0.20	2,938.53	0.20
Property Tax Epense	60,780.78	4.24	60,780.78	4.24
Supplies Expense	(13.51)	(0.00)	(13.51)	(0.00)
Telephone Expense	1,090.85	0.08	1,090.85	0.08
Penalties	555.61	0.04	555.61	0.04
Total Expenses	2,812,485.29	196.13	2,812,485.29	196.13
Net Income	($ 2,142,942.07)	(149.44)	($ 2,142,942.07)	(149.44)

American Dark Fiber, LLC
Balance Sheet
December 31, 2021

ASSETS

Current Assets		
PPB - General Acct	$ (21,482.63)	
Total Current Assets		(21,482.63)
Property and Equipment		
Total Property and Equipment		0.00
Other Assets		
Total Other Assets		0.00
Total Assets		$ (21,482.63)

LIABILITIES AND CAPITAL

Current Liabilities		
Notes Payable-HP COMM	$ 350,000.00	
Total Current Liabilities		350,000.00
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		350,000.00
Capital		
Retained Earnings	252,890.12	
LLC-Corp Distribution	(334,388.00)	
Net Income	(289,984.75)	
Total Capital		(371,482.63)
Total Liabilities & Capital		$ (21,482.63)

American Dark Fiber, LLC
Income Statement
For the Twelve Months Ending December 31, 2021

	Current Month		Year to Date	
Revenues				
Non-Recurring Revenue	$ 1,215,280.15	100.00	$ 1,215,280.15	100.00
Total Revenues	1,215,280.15	100.00	1,215,280.15	100.00
Cost of Sales				
Contractor	874,886.40	71.99	874,886.40	71.99
ILEC/Utilities Monthly Rec Fee	439,960.09	36.20	439,960.09	36.20
ILEC/Utilities App Fees	15,931.70	1.31	15,931.70	1.31
Jurisdicational Permit Fee	5,056.00	0.42	5,056.00	0.42
Materials	86,905.62	7.15	86,905.62	7.15
Engineering Services	11,790.37	0.97	11,790.37	0.97
Total Cost of Sales	1,434,530.18	118.04	1,434,530.18	118.04
Gross Profit	(219,250.03)	(18.04)	(219,250.03)	(18.04)
Expenses				
Bank Charges	1,619.38	0.13	1,619.38	0.13
Charitable Contributions Exp	2,500.00	0.21	2,500.00	0.21
Income Tax Expense	8,220.61	0.68	8,220.61	0.68
Legal and Professional Expense	9,730.00	0.80	9,730.00	0.80
Licenses Expense	1,147.00	0.09	1,147.00	0.09
Locator Fees	231.20	0.02	231.20	0.02
Other Taxes	10,348.80	0.85	10,348.80	0.85
Property Tax Epense	36,031.67	2.96	36,031.67	2.96
Supplies Expense	279.16	0.02	279.16	0.02
Telephone Expense	626.90	0.05	626.90	0.05
Total Expenses	70,734.72	5.82	70,734.72	5.82
Net Income	$ (289,984.75)	(23.86)	$ (289,984.75)	(23.86)

American Dark Fiber, LLC
Balance Sheet
December 31, 2020

ASSETS		
Current Assets		
PPB - General Acct	$ 252,890.12	
Total Current Assets		252,890.12
Property and Equipment		
Total Property and Equipment		0.00
Other Assets		
Total Other Assets		0.00
Total Assets		$ 252,890.12
LIABILITIES AND CAPITAL		
Current Liabilities		
Total Current Liabilities		0.00
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		0.00
Capital		
Retained Earnings	$ 733,892.05	
Net Income	(481,001.93)	
Total Capital		252,890.12
Total Liabilities & Capital		$ 252,890.12

American Dark Fiber, LLC
Income Statement
For the Twelve Months Ending December 31, 2020

	Current Month		Year to Date	
Revenues				
Non-Recurring Revenue	$ 3,771,968.43	99.10	$ 3,771,968.43	99.10
Monthly Recurring Revenue	34,275.00	0.90	34,275.00	0.90
Total Revenues	3,806,243.43	100.00	3,806,243.43	100.00
Cost of Sales				
Contractor	3,078,924.48	80.89	3,078,924.48	80.89
ILEC/Utilities Monthly Rec Fee	209,402.18	5.50	209,402.18	5.50
ILEC/Utilities App Fees	69,936.59	1.84	69,936.59	1.84
Jurisdicational Permit Fee	7,135.00	0.19	7,135.00	0.19
Materials	651,999.72	17.13	651,999.72	17.13
Total Cost of Sales	4,017,397.97	105.55	4,017,397.97	105.55
Gross Profit	(211,154.54)	(5.55)	(211,154.54)	(5.55)
Expenses				
Bank Charges	494.80	0.01	494.80	0.01
Charitable Contributions Exp	5,000.00	0.13	5,000.00	0.13
Income Tax Expense	3,400.00	0.09	3,400.00	0.09
Legal and Professional Expense	8,252.45	0.22	8,252.45	0.22
Licenses Expense	1,317.75	0.03	1,317.75	0.03
Locator Fees	86.20	0.00	86.20	0.00
Other Taxes	719.24	0.02	719.24	0.02
Telephone Expense	576.95	0.02	576.95	0.02
Other Expense	250,000.00	6.57	250,000.00	6.57
Total Expenses	269,847.39	7.09	269,847.39	7.09
Net Income	($ 481,001.93)	(12.64)	($ 481,001.93)	(12.64)

Exhibit E *- Local Exchanges*

AFFIDAVIT – EXCHANGES

The Applicant agrees to provide local telecommunication services in conformance with the existing exchange boundary maps of the incumbent Local Exchange Carriers as approved by the Public Service Commission.

Instructions: (1) Under "INCUMBENT LOCAL EXCHANGE CARRIERS(S)", list the names of all the incumbent LECs in whose territories you intend to operate. (2) Under "EXCHANGE(S)", list each individual exchange name (e.g, Acworth, Adairsville, Albany, etc.) in which the applicant will be operating Lists of exchange names can be downloaded from the Commission's website at http://www.psc.state.ga.us/telecom/tl_forms/forms.asp. In lieu of writing or typing the individual exchange names on this document, it is acceptable to print "See attached list" in the first blank under "EXCHANGE(S)" and attach the appropriate list(s) of exchanges to the document.

INCUMBENT LOCAL EXCHANGE CARRIER(S) AT&T Exchanges, WindStream and additional ILEC Exchanges in future

EXCHANGE(S):

Noted as Exhibit D

American Dark Fiber, LLC
(COMPANY)

(SIGNATURE)

Subscribed and sworn before me this

_____ day of_____, 20____.

(NOTARY PUBLIC)

(SEAL)

See Attached Notarial Certificate

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

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 23rd day of January, 2024, by Michael Lee Pendleton,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

BRITTNEY LLAMAS
Notary Public - California
San Bernardino County
Commission # 2432404
My Comm. Expires Dec 25, 2026

(Seal)

Signature Brittney Llamas

BellSouth Telecommunications, Inc. d/b/a AT&T Georgia ("AT&T Georgia")

Exchange List

Acworth (12)	Cordele (2C)	Lawrenceville (12)	Rutledge (2C)
Adairsville (12)	Covington (12A*)	LaGrange (2A*)	Smithville (5D)
Albany (5B)	Cumming (12A*)	Lake Park (2)	St. Simons Island (2B)
Alpharetta (12)	Cusseta (7D)	Leary (5D)	Sandersville-Tennille (2C)
Americus (2B)	Dallas (12)	Leesburg (5C)	Savannah (7A*)
Appling (7D)	Douglasville (12)	Lithonia (12)	Smyrna (12)
Arlington (2C)	Dublin (2C)	Logansville (12)	Social Circle (12D)
Athens (5C)	Duluth (12)	Louisville (2C)	Stockbridge (12)
Atlanta (12)	Eastman (2B)	Lula (12C)	Sparks (2C)
Augusta (7)	Eatonton (2B)	Lumber City (2B)	Sparta (2B)
Austell (12)	Elberton (2B)	Lumpkin (2B)	Sylvester (5D)
Baconton (5C)	Fairburn (12)	Luthersville (12D)	Stone Mountain (12)
Bainbridge (2C)	Fayetteville (12)	Lyons (2C)	Swainsboro (2B)
Barnesville (12C)	Flowery Branch (12C)	Macon (7C)	Tallapoosa (12)
Baxley (2C)	Forsyth (5D)	Madison (2C)	Temple (12)
Blackshear (2B)	Fort Valley (5A*)	Marietta (12)	Tennga **
Bogart-Statham (12C)	Franklin (5D)	McCaysville **	Thomasville (2C)
Bowdon (12C)	Gainesville (12A*)	Millen (2B)	Thomson (2C)
Bremen (12)	Gay (12D)	Monticello (2C)	Tifton (2D)
Brunswick (2A*)	Gibson (2C)	McDonough (12)	Tucker (2C)
Buchanan (12)	Grantville (12D)	Newton (5D)	Tybee Island (7A*)
Buford (12C)	Greensboro (2C)	Norcross (12)	Valdosta (2E)
Calhoun (5D)	Greenville (5D)	Newman (12C)	Vidalia (2C)
Camilla (5C)	Griffin (12)	Panola (12)	Villa Rica (12)
Carrollton (12A*)	Hamilton (7E)	Pelham (2C)	Wadley (2C)
Cartersville (12)	Hampton (12)	Palmetto (12)	Warner Robins (7E)
Cave Spring (5C)	Harlem (7D)	Pooler (7A*)	Warrenton (2C)
Cedartown (12)	Hazelhurst (2C)	Powder Springs (12)	Watkinsville (5C)
Chamblee (12)	Hephziban (7E)	Pine Mountain (2B)	Waycross (2A*)
Claxton (2C)	Hogansville (2C)	Rockmart (12D)	Waynesboro (2C)
Clermont (12C)	Jackson (12C)	Rome (5A*)	Woodbury (2C)
Cochron (2C)	Jekyll Island (2B)	Richland (2B)	Woodstock (12)
Colquitt (2C)	Jessup (2)	Roopville (12)	Wrens (2C)
Columbus (7B*)	Johnston Corner (2B)	Rossville **	Wrightsville (2C)
Concord (12E)	Jonesboro (12)	Roswell (12)	Zebulon (12E)
Conyers (12A*)	Kingston (12C)	Royston (2C)	
* Includes an EAS additive. ** Served by South Central Bell (Tennessee exchanges that extend into Georgia).			

Windstream Exchanges

Abbeville
Adel
Alamo
Alapaha
Ashburn
Barwick
Batesville
Berlin
Big Canoe
Blairsville
Blakely
Bluffton
Boston
Braselton
Broxton
Buena Vista
Byromville
Byron
Cairo
Calvary-Reno
Carlton
Carnesville
Canton
Cedar Springs
Centerville
Chatsworth
Clarkesville
Clayton
Cleveland
Cohutta
Colbert
Collins
Comer
Commerce
Coolidge
Cornelia
Crawford-
Lexington
Cuthbert
Dalton
Danville
Dahlonega
Danielsville
Dawson
Dawsonville
Demorest
Doerun
Donalsonville
Douglas
Eastanollee
Edison
Ellaville
Enigma
Fargo
Fitzgerald
Folkston
Ft. Gaines
Funston
Glenville
Gray
Haddock
Hahira
Helen
Hiawassee
Homer
Homerville
Ideal
Ila
Iron City
Irwinville
Jacksonville
Jakin
Jasper
Jefferson
Jeffersonville
Kensington
Layfayette
Lakeland
Lake Sinclair
Lavonia
Ludowici
Lyerly
McRae
Manchester
Marshallville
Maxeys
Maysville
Meigs
Menlo
Milan
Milledgeville
Momoe
Montezuma
Montrose
Morgan
Morven
Moultrie
Mt. City Dillard
Mt. Vernon
Nashville
Nicholson
Noble
Norman Park
Northside
Ochlocknee
Ocilla
Odum
Parrott
Pavo
Pendergrass
Perry
Pineview
Pitts
Preston
Quitman
Ray City
Rebecca
Reidsville
Reynoldsville
Rincon
Rochelle
Rhine
Sasser
Shellman
Springfield
Screven
Summerville
Suches
St. George
Sylvania
Toccoa
Thomaston
Trion
Tunnel Hill
Unadilla
Union Point
Uvalda
Villanow
Wann Springs
Whigham
White Plains
Winder
Winterville
Woodland
Yatesville
Young Harris

CENTURYLINK EXCHANGES

NPANXX	State	Exchange Name	Entity Providing Local Service
912884	GA	MIDWAY	Coastal Utilities, Inc.
912315	GA	RICHMOND HILL	Coastal Utilities, Inc.
912368	GA	HINESVILLE	Coastal Utilities, Inc.
912369	GA	HINESVILLE	Coastal Utilities, Inc.
912370	GA	HINESVILLE	Coastal Utilities, Inc.
912408	GA	HINESVILLE	Coastal Utilities, Inc.
912435	GA	HINESVILLE	Coastal Utilities, Inc.
912448	GA	HINESVILLE	Coastal Utilities, Inc.
912459	GA	HUNTER ARMY AIRFIELD (RICHMOND HILL)	Coastal Utilities, Inc.
912727	GA	RICHMOND HILL (a.k.a. KELLER)	Coastal Utilities, Inc.
912756	GA	RICHMOND HILL	Coastal Utilities, Inc.
912767	GA	HINESVILLE	Coastal Utilities, Inc.
912876	GA	HINESVILLE	Coastal Utilities, Inc.
912877	GA	HINESVILLE	Coastal Utilities, Inc.
912880	GA	MIDWAY	Coastal Utilities, Inc.

Exhibit F *- Local Exchange Price List*

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

GEORGIA

TELECOMMUNICATIONS SERVICES PRICE LIST

OF

American Dark Fiber, LLC

This Price List contains the descriptions, regulations, and rates applicable to the provision of Local Exchange Telecommunications Services American Dark Fiber, LLC with principal offices at 11110 Ohio Ave, Suite 111, Los Angeles, CA 90025 for services furnished within the State of Georgia.

This Price List may be inspected, during normal business hours, at the Company's principal place of business at principal offices at 11110 Ohio Ave, Suite 111, Los Angeles, CA 90025 and/or at the offices of the Georgia Public Service Commission located at 244 Washington St SW, Atlanta, GA 30303

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

CHECK SHEET

Pages of this Price List, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as applicable, comprise any changes from the original Price List that are currently in effect as of the date on this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title	Original	31	Original	63	Original
1	Original	32	Original	64	Original
2	Original	33	Original	65	Original
3	Original	34	Original	66	Original
4	Original	35	Original	67	Original
5	Original	36	Original	68	Original
6	Original	37	Original	69	Original
7	Original	38	Original	70	Original
8	Original	39	Original	71	Original
9	Original	40	Original	72	Original
10	Original	41	Original	73	Original
11	Original	42	Original	74	Original
12	Original	43	Original	75	Original
13	Original	44	Original	76	Original
14	Original	45	Original	77	Original
15	Original	46	Original		
16	Original	47	Original		
17	Original	48	Original		
18	Original	49	Original		
19	Original	50	Original		
20	Original	51	Original		
21	Original	52	Original		
22	Original	53	Original		
23	Original	54	Original		
24	Original	55	Original		
25	Original	56	Original		
26	Original	57	Original		
27	Original	58	Original		
28	Original	59	Original		
29	Original	60	Original		
30	Original	61	Original		
		62	Original		

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

TABLE OF CONTENTS

TABLE OF CONTENTS 2

EXPLANATION OF SYMBOLS 3

SECTION 1 - DEFINITIONS 4

SECTION 2 - REGULATIONS 6

SECTION 3 - DESCRIPTION OF SERVICE 33

SECTION 4 - RATES 46

SECTION 5 - SPECIAL ARRANGEMENTS 71

SECTION 6 - MISCELLANEOUS SERVICES 72

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

EXPLANATION OF SYMBOLS

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

(C) To signify changed regulation.

(D) To signify discontinued rate or regulation.

(I) To signify increased rate.

(M) To signify a move in the location of text.

(N) To signify new rate or regulation.

(R) To signify reduced rate.

(T) To signify a change in text but no change in rate or regulation.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Price List are defined below.

Access Line: A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

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

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

Business or Commercial Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call: A completed connection established between a calling station and one or more called stations.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission: Georgia Public Service Commission.

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

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

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

busy. **ILEC**: Incumbent Local Exchange Company.

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

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

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 1 - DEFINITIONS, (CONT'D.)

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

Nonrecurring Charges or NRCs: One-time charges most often associated with installation, ordering, or account establishment.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Private Line Services: A service whereby the Company is able to connect a Business Customers enterprise network directly to one site or multiple sites, based upon the specific needs of the Customers applications and locations.

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

Service(s): The Company's Local Services offered on the Company's Network.

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

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

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

Station-to-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

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

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

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

Wire Center: buildings in which central offices, used for the provision of Local Exchange services, are located.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Price List in connection with one-way and/or two-way information transmission between points within the State of Georgia.

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

2.1.2 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to any other cause beyond the Company's control.

B. The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 General Terms and Conditions

A. Service is provided on the basis of a minimum period of at least one month, 24- hours per day. For the purpose of computing charges in this Price List, a month is considered to have 30 days.

B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company

A. The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed the amount equivalent to the proportionate charge to the Customer, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company, (Cont'd.)

E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use of any installation so provided.

F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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

I. The Company makes no warranties or representations express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

J. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Price List (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company, (Cont'd.)

K. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foresee-ability thereof.

L. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting listings as presented by the Customer.

M. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of the service.

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Indemnification

The Company liability, if any, for its gross negligence or willful misconduct is not limited by this Price List. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of Company equipment, facilities and associated wiring of Customer premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.6 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Price List. Company liability for any delays in commencing service to any Customer is set forth in Section 2.1.4 herein.

B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except and only upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer in as good a condition as reasonable wear will permit

D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

E. The Customer shall be responsible for the payment of a Premises Visit Charge as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.1.7 Universal Emergency Telephone Number Service (911, E911)

A. This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)

E. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this Price List, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Price List; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.1.8 Non-routine Installation

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

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

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Charges for special construction will be developed on an individual case basis (ICB). Special construction is that construction undertaken:

A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; and/or

H. in advance of its normal construction.

2.1.10 Ownership of Facilities

A. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

B. Title to all facilities utilized by the Company to provide service under the provisions of this Price List shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

2.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Georgia Public Service Commission regulations, policies, orders, and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this Price List;

B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;

C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises.

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the point where the cable enters the building or crosses the property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

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

2.3.1 General, (Cont'd.)

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.3.2 Claims

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

A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. Unless provided however the User elects to purchase Equipment from Company. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. Unless provided however the User elects to purchase Equipment from Company. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided bythe Company at the Customer's expense.

SECTION 2 - REGULATIONS, (CONT'D.)

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

2.4.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

B. Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers that are applicable to such connections.

C. Facilities furnished under this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List. All such terminal equipment shall be registered by the Federal Communications Commission, and all User-provided wiring shall be installed and maintained in compliance with applicable regulations.

2.4.4 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company- owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges, however designated, excluding taxes on Company's net income, imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

A. Nonrecurring charges are due and payable in advance unless as otherwise agreed to. All invoices are sent via electronic mail.

B. The Company shall present invoices for Recurring Charges monthly, in advance for and of what constitutes two (2) months of upcoming monthly billing. Recurring Charges shall be due and payable within 20 days after the invoice date. When there may be additional changes based additional customer usage outside of Company specific offering(s) additional usage is billed in arrears and due and payable within twenty four (24) hours unless as otherwise agreed to by Company.

C. When service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

E. A late payment charge of 1.5% per month or the highest interest rate which may be applied under state law for commercial transactions will be assessed to any balance over $20.00 carried forward to the next month's bill.

F. The Customer will be assessed a charge of twenty-five dollars ($25.00), or the actual fee incurred by Company from a bank or financial institution, whichever is greater, for each check submitted by the Customer to the Company which a financial institution refuses to honor.

G. If service is disconnected by the Company in accordance with Section 2.5.5 and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Deposits

A. To safeguard its interests, the Company may require a Customer to make an initiate- service deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills that the Company renders to the Customer. An increase to the deposit may be required if the Customer later defaults in any of its payment obligations. The deposit will not exceed an amount equal to:

1. Two months' rates and charges for a service or Company Facility which has a minimum payment period of one month; or

2. The charges that would apply for the minimum payment period for a service of Company Facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable but in no event shall any deposit exceed two and one-half twelfths (2.5/12) of the annual estimated rates and charges for the service pursuant to Georgia Regulations (515-12- 1-.05(4)).

B. The Company may, at its option, return the deposit to the Customer or credit the deposit to the Customer's account at any time. When a Company Facility or service is discontinued, the amount of any deposit that has not already been returned to the Customer will be applied to the Customer's account and any credit balance remaining will be refunded to the Customer.

C. The Company shall furnish to the Customer a receipt for any deposit that the Customer provides and, pursuant to Georgia Regulations cited in Section 2.5.4.A above such receipt shall state the name of the Customer, the Customer's billing address, the amount of the deposit and the interest rate. Deposits held will accrue interest at a rate of seven minimum (7%) annually pursuant to Georgia Regulations (515-12-1-.05(4)(b)) or at the minimum interest rate set by the Georgia Public Service Commission without deductions for any taxes on such deposits, whichever is higher. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return such deposit to the Customer ninety (90) days after the service is discontinued pursuant to Georgia Regulation cited above.

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Deposits, (Cont'd.)

D. Pursuant to Georgia Regulations (515-12-1-05.(4)(b)), the Company shall automatically refund the deposit to the Customer if the Customer has paid its bills for twelve (12) consecutive months without disconnection for nonpayment.

E. Pursuant to Georgia Regulations (515-12-1-05.(4)(b)), the Company shall, upon request, refund the deposit to the Customer if the Customer has established its credit worthiness. The Customer shall be considered to have established its credit worthiness if it has paid all non-disputed amounts due for each of the previous six (6) months on or before the payment due date shown on the Company's invoices.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Discontinuance and Suspension of Service

A. Nonpayment - The Company may, without liability, discontinue or suspend service to the Customer for nonpayment by the Customer, but only after the Company has provided to the Customer at least seven (7) days prior written notice of the impending discontinuance or suspension of service and then only if the Customer does not pay any undisputed amount. When such discontinuance or suspension has taken place, the service will be restored upon the Company's receipt of all of the Customer's past- due amounts or, at the discretion of the Company, a substantial portion thereof, as part of a payment agreement, plus the Service Restoral Charge herein and any other amounts owed to the Company by the Customer. Otherwise, the Company may deny service to the Customer. Any service or Company Facility discontinued or suspended for nonpayment shall be considered to be permanently disconnected if the discontinuance or suspension period exceeds fourteen (14) days due to the continued nonpayment of the full non-disputed amount due. In such instances of permanent disconnection, the Customer must satisfy its outstanding balance and any other charges incurred herein before new service may be established by the Customer and new service establishment rates and charges will apply in addition to the past-due amounts.

B. Violation - Upon violation by the Customer of any of the terms or conditions of this Price List, the Company may discontinue or suspend service without incurring any liability. Wherever possible, except when harm to others or to the services used by others has occurred or appears immediately imminent, the Company will endeavor to provide thirty (30) days advanced written notice to the Customer.

C. Condemnation - Upon condemnation of any material portion of the Company Facilities or if a casualty renders all or any material portion of such Facilities inoperable or beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Discontinuance and Suspension of Service, (Cont'd.)

D. Bankruptcy - Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability if the Customer fails to establish credit on a request for new or additional service pursuant to Georgia Regulations (512-12-1-06).

E. Lack of Credit Worthiness - Upon the Customer's failure to establish credit for new or additional service, the Company, by notice to the Customer, may deny or discontinue service without liability.

F. Fraud - In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

G. Remuneration - Upon the Company's discontinuance of service to the Customer under this Section, the Company may, in addition to all other remedies that my be available to the Company at law or in equity or under any other provision of the Price List, declare all future monthly and other rates and charges which would have been payable by the Customer during the remainder of ht e term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Cancellation of Application for Service

Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, charges will be imposed as described herein.

A. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service commenced.

B. In addition to those charges specified in Section 4, where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

C. The special charges described herein will be calculated and applied on a case-by- case basis.

2.5.7 Changes in Service Requested

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Adjustments and Allowances for Interruptions

2.6.1 A credit allowance will be given when service is interrupted, except as specified herein. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Price List.

A. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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

C. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

D. Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Price List. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

E. The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

F. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

Credit = *A/720 x B, A = outage time in hours (must be 4 or more) and B = total monthly recurring charge for affected service.*

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Limitation on Allowances

No credit allowance will be made for:

A. Interruptions due to the negligence of, or noncompliance with the provisions of this Price List by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

B. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

C. Interruptions due to the failure or malfunction of non-Company equipment;

D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

E. Interruptions of service during any period in which the Customer continues to use the service on an impaired basis;

F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and

G. Interruption of service due to circumstances or causes beyond the control of the Company.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Cancellation of Service

If a Customer terminates services before the completion of the term commitment for any reason whatsoever other than a service interruption (as defined in Section 2.6 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.

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

2.7.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer; plus

2.7.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus

2.7.3 all Recurring Charges specified in the applicable Service Order for the balance of the then- current term commitment discounted at a rate determined by the Commission;

2.7.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.8 Transfers and Assignments

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

2.8.1 to any subsidiary, parent company or affiliate of the Company; or

2.8.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.8.3 pursuant to any financing, merger or reorganization of the Company.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

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

2.9.3 All notices or other communications required to be given pursuant to this Price List will be in writing and sent via email unless as otherwise agreed. All other Notices and Communications shall also be sent to each Party via electronic mail as otherwise agreed. Only formal Legal Notices of either party shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Taxes, Surcharges and Fees

2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this Price List. To the extent that a municipality, other political subdivision or local and/or Federal agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of- way fee, franchise fee, or other regulatory fee, Federal Universal Service or tax, such fees, surcharges and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.10.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Customer Complaints and/or Billing Disputes

The Customer has up to thirty days (30) days after remittance of the full bill to initiate a dispute over charges or to receive credits. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within that thirty (30) day period. The entire billed amount remains due until such time that the Customer has informed the Company within that thirty (30) day period that it has a billing dispute and the Company has agreed to make an interim adjustment pending final resolution of the dispute. The Company reserves the right to disconnect service to the Customer for nonpayment pursuant to Section 2.5.5, except when the Customer has notified the Company of such a dispute under the terms in this Price List, has, pursuant to Georgia Regulations (515-12-1-.04(4)(b)), paid the undisputed amount of the bill to the Company and has applied to the P.S.C. for a review of the unresolved dispute. In such an instance, the Georgia P.S.C. will review the dispute and issue a resolution. If no such notice of dispute and payment are provided to the Company by the Customer and service is subsequently disconnected by the Company for reason of nonpayment, the restoration of service will be subject to all applicable installation charges.

2.12 Tests, Pilots Program, and Contests

The Company may conduct special tests or pilot programs at its discretion to demonstrate the ease of use and quality of service. The Company may also waive a portion of or all processing fees or installation fees for winners of contests sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. Ample notice will be given prior to any promotion as described above.

2.13 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

TDD: The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

TRS: The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

The Company will provide Local Exchange Service in the State of Georgia as specified herein. The Company will provide services over its own facilities or may from time to time utilize the facilities, in whole or in part, of other telecommunications companies.

The Company's Local Exchange Services provide a Customer with a telephonic connection to, and a telephone number address on, the public switched telecommunications network. Each Exchange Access Service enables users to:

A. receive calls from other stations on the public switched telecommunications network;

B. access other services offered by the Company as set forth in this Price List;

C. access (at no additional charge) emergency services by dialing 9-1-1;

D. access (at no additional charge) the telecommunications relay service (TRS) system by dialing 7-1-1; and

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

The Company will also provide Private Line Service.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

1. AT&T
2. Windstream
3. CenturyLink
4. Frontier Communications

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Exchange Service Areas, (Cont'd.)

3.2.1 AT&T Exchange Service Areas

Acworth (12)	Cordele (2C)	Lawrenceville (12)	Rutledge (2C)
Adairsville (12)	Covington (12A*)	LaGrange (2A*)	Smithville (5D)
Albany (5B)	Cumming (12A*)	Lake Park (2)	St. Simons Island (2B)
Alpharetta (12)	Cusseta (7D)	Leary (5D)	Sandersville-Tennille (2C)
Americus (2B)	Dallas (12)	Leesburg (5C)	Savannah (7A*)
Appling (7D)	Douglasville (12)	Lithonia (12)	Smyrna (12)
Arlington (2C)	Dublin (2C)	Logansville (12)	Social Circle (12D)
Athens (5C)	Duluth (12)	Louisville (2C)	Stockbridge (12)
Atlanta (12)	Eastman (2B)	Lula (12C)	Sparks (2C)
Augusta (7)	Eatonton (2B)	Lumber City (2B)	Sparta (2B)
Austell (12)	Elberton (2B)	Lumpkin (2B)	Sylvester (5D)
Baconton (5C)	Fairburn (12)	Luthersville (12D)	Stone Mountain (12)
Bainbridge (2C)	Fayetteville (12)	Lyons (2C)	Swainsboro (2B)
Barnesville (12C)	Flowery Branch (12C)	Macon (7C)	Tallapoosa (12)
Baxley (2C)	Forsyth (5D)	Madison (2C)	Temple (12)
Blackshear (2B)	Fort Valley (5A*)	Marietta (12)	Tennga **
Bogart-Statham (12C)	Franklin (5D)	McCaysville **	Thomasville (2C)
Bowdon (12C)	Gainesville (12A*)	Millen (2B)	Thomson (2C)
Bremen (12)	Gay (12D)	Monticello (2C)	Tifton (2D)
Brunswick (2A*)	Gibson (2C)	McDonough (12)	Tucker (2C)
Buchanan (12)	Grantville (12D)	Newton (5D)	Tybee Island (7A*)
Buford (12C)	Greensboro (2C)	Norcross (12)	Valdosta (2E)
Calhoun (5D)	Greenville (5D)	Newman (12C)	Vidalia (2C)
Camilla (5C)	Griffin (12)	Panola (12)	Villa Rica (12)
Carrollton (12A*)	Hamilton (7E)	Pelham (2C)	Wadley (2C)
Cartersville (12)	Hampton (12)	Palmetto (12)	Warner Robins (7E)
Cave Spring (5C)	Harlem (7D)	Pooler (7A*)	Warrenton (2C)
Cedartown (12)	Hazelhurst (2C)	Powder Springs (12)	Watkinsville (5C)
Chamblee (12)	Hephziban (7E)	Pine Mountain (2B)	Waycross (2A*)
Claxton (2C)	Hogansville (2C)	Rockmart (12D)	Waynesboro (2C)
Clermont (12C)	Jackson (12C)	Rome (5A*)	Woodbury (2C)
Cochron (2C)	Jekyll Island (2B)	Richland (2B)	Woodstock (12)
Colquitt (2C)	Jessup (2)	Roopville (12)	Wrens (2C)
Columbus (7B*)	Johnston Corner (2B)	Rossville **	Wrightsville (2C)
Concord (12E)	Jonesboro (12)	Roswell (12)	Zebulon (12E)
Conyers (12A*)	Kingston (12C)	Royston (2C)	
* Includes an EAS additive. ** Served by South Central Bell (Tennessee exchanges that extend into Georgia).			

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Local Service Offerings

3.3.3 Business Local Exchange Service

Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis only.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Local Service Offerings, (Cont'd.)

3.3.4 Business PBX Trunk Service

Business PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group.

Business PBX Trunks are available as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Business PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

Recurring charges for Business PBX Trunk Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

3.4.5 Direct Inward Dialing (DID) Trunk Service

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

3.4.6 Private Line Service

Private Line Service allows for a digital, fiber or virtual `End-to-End' service through the application of point to point or multiplexed services. Private Line Service provides for the transmission of voice and/or data by providing a dedicated voice or data communications path between two or more locations of the same Customer. The Private Line Service is provided between two Customers designated premises, or provided between multiple Customers designated locations and the Company facilities.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Optional Calling Features

3.4.1 General

The features in this section are made available if, as and when applicable on an individual basis or as part of multiple feature packages in the sole discretion of the Company. All features are provided subject to availability in the sole discretion of the Company. Certain features may not be available with all classes of service and/or some, any and/or all features may not be available at time of order request and/or in the future. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

3.4.2 Feature Descriptions

A. Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

B. Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

C. Call Waiting - Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

D. Speed Dial: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

E. Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

F. Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

G. Call Forwarding Busy Line w/ Customer Control: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

H. Call Forwarding Don't Answer w/ Customer Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.

I. Call Forwarding Variable, Remote Access - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

J. Three Way Calling with Transfer: This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference. This feature shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message charges, toll or otherwise, that would regularly be applicable between the stations bridged together by the subscriber.

K. Call Forwarding Don't Answer w/ Ring Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

L. Remote Call Forwarding - Remote Call Forwarding (RCF) is a local exchange telecommunications service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialed exchange or 8XX Service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call.

Remote Call Forwarding service is offered subject to availability of suitable facilities. Remote Call Forwarding service is not offered where the terminating station is a coin telephone. The Company will not provide identification of the originating telephone number to the RCF Customer. Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

Each Remote Call Forwarding feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously.

M. Multiple Directory Number Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing
- First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

N. Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

O. Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

P. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

Q. Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Optional Calling Features, (Cont'd.)

3.4.2 Feature Descriptions, (Cont'd.)

R. Caller ID -Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized Equipment either provided to en user at a cost and/or CPE which may not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

S. Caller ID - Enhanced: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized Equipment either provided to en user at a cost and/or CPE which may not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

T. Anonymous Call Rejection: Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.

U. Hunting: the Company offers basic "serial hunting," which defaults to the next available trunk within a group, when the prior trunk is busy.

AA. User Transfer/Conferencing: A user of this feature may hold an in-progress call and complete a second call, or may add on the previously held call for a three-way conference. The feature also allows an incoming call to be transferred to another access arrangement.

BB. Call Pickup: This feature allows a subscriber to answer a call which has been directed to another serving arrangement within the same call pickup group by dialing a code.

CC. Call Hold: A user of this feature can place an established call on hold by depressing the switch-hook and dialing a code.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Directory Assistance and Listing Services

3.4.1 Directory Listings

A. General

The following rules apply to basic listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residential listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

One basic listing for each individual line service, auxiliary line or PBX system is provided at no additional charge to the Customer. A basic listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES

4.1 Application of Rates and Charges

All services offered in this Price List are subject to Service Order, Nonrecurring, Monthly Recurring, and Usage Charges.

4.1.1 Call Timing for Usage Sensitive Services

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

A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

4.1.2 Discounted Pricing Plans

The rates identified in this Price List are base rates. Except as otherwise noted, the discounts herein are applied to the base rates.

Current discount, all service plans 0%

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.2 Service Charges and Surcharges

4.2.1 Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this Price List.

A. AT&T Territory

	Business
Line Change Charge	
First Line	$80.00
Each Additional Line	$80.00
Secondary Service Order Charge	$45.00

B. Frontier Communications of Georgia Territory*

	Business
Line Change Charge	
First Line	ICB
Each Additional Line	ICB
Service Order Charge	ICB
Access Line Work	ICB

C. Frontier Communications

	Business
First Line	ICB
Each Additional Line	ICB
Service Order Charge	ICB
Outside Line Work	ICB

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.2 Service Charges and Surcharges, (Cont'd.)

4.2.1 Service Order Charges, (Cont'd.)

D. CenturyLink and Windstream Territory

	Business
Line Change Charge	ICB
First Line	ICB
Each Additional Line	ICB
Secondary Service Order Charge	ICB

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 4 - RATES, (CONT'D.)

4.2 Service Charges and Surcharges, (Cont'd.)

4.2.2 Maintenance Visit Charges

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

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

All ILEC Territories

Duration of time, per technician

	Business
Initial 15 minute increment	$65.00
Each Additional 15 minute increment	$65.00

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 4 - RATES, (CONT'D.)

4.2 Service Charges and Surcharges, (Cont'd.)

4.2.3 Restoration of Service

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

AT&T Territory

	Business
Per occasion	_$250.00_

A. Frontier Communications of Georgia Territory

	Business
Per occasion	ICB

B. Frontier of Fairmount Territory

	Business
Per occasion	ICB

C. CenturyLink and Windstream Territory

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.2 Service Charges and Surcharges (Cont'd.)

4.2.4 Service Disconnect Fee

A Service Disconnect Fee applies when the Company or the Customer disconnects service. This Service Disconnect Fee applies to all services in all territories.

	Business
Per Order Charge	$250.00
Per Line Charge	$250.00

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.3 Local Service Rates (Cont'd.)

4.3.3 Business Local Exchange Service Lines

A. Monthly Recurring Charges

The following charges apply to Business Local Exchange Service lines per month. Rates and charges include touchtone service for each line. The rates and charges below apply to service provided on a month-to-month basis.

1. AT&T Territory

Rate Group	Business Basic
5	$80.00
5A	$80.00
5B	$80.00
5C	$80.00
5D	$80.00
7	$80.00
7A	$80.00
7B	$80.00
7C	$80.00
7D	$80.00
7E	$80.00
7F	$80.00
12	$80.00
12A	$80.00
12B	$80.00
12C	$80.00
12D	$80.00
12E	$80.00

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.3 Local Service Rates, (Cont'd.)

4.3.3 Business Local Exchange Service Lines, (Cont'd.)

A. Monthly Recurring Charges, (Cont'd.)

2. CenturyLink, Frontier and Windstream Territory

Business Basic Flat Rate	Business Enhanced
TBD	TBD

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.3 Local Service Rates, (Cont'd.)

4.3.3 Business Local Exchange Service Lines, (Cont'd.)

B. Usage Sensitive Charges and Allowances

1. Business Basic Flat Rate Local Exchange Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.3 Local Service Rates, (Cont'd.)

4.3.3 Business Local Exchange Service Lines, (Cont'd.)

C. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this Price List. All such charges will appear on the next bill following installation of the service.

Nonrecurring charges for installation of Business lines are:

1. AT&T Territory

First Line	$100.00_____
Each Additional Line[1]	$50.00____

2. CenturyLink, Frontier and Windstream Territory

First Line	TBD
Each Additional Line[1]	TBD

[1]Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same located Customer Premises.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.3 Local Service Rates, (Cont'd.)

4.3.3 Business Local Exchange Service Lines, (Cont'd.)

D. Flat Rate Monthly Recurring Charges

1. AT&T Territory

First Line	$80.00_____
Each Additional Line[1]	$80.00_____

2. Frontier Communications of Fairmount & Georgia Territory*

3. CenturyLink and Windstream Territory

First Line	ICB
Each Additional Line[1]	ICB

* Includes Register and Statesboro

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 4 - RATES, (CONT'D.)

4.3 Local Service Rates, (Cont'd.)

4.3.4 Business Enhanced PBX Trunk Service

A. Trunk Charges

The Business Enhanced PBX Trunk rates shown below include Combination, Two-Way or Out Dial Trunks. Usage Sensitive Charges and Allowances for Business PBX Trunk Service are specified in Section 4.3.3.B of this Price List. Nonrecurring charges for Business PBX Trunk Service are specified in Section 4.3.3.C of this Price List.

1. AT&T Territory

Maximum one (1) time fee of $750.00 per Trunk

Rate Group	23 Channels Monthly Recurring Charge
5	$600.00__
5A	$600.00__
5B	$600.00__
5C	$600.00__
5D	$600.00__
7	$600.00__
7A	$600.00__
7B	$600.00__
7C	$600.00__
7D	$600.00__
7E	$600.00__
7F	$600.00__
12	$600.00__
12A	$600.00__
12B	$600.00__
12C	$600.00__
12D	$600.00__
12E	$600.00__

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 4 - RATES, (CONT'D.)

4.3 Local Service Rates, (Cont'd.)

4.3.4 Business Enhanced PBX Trunk Service, (Cont'd.)

A. Trunk Charges, (Cont'd.)

2. CenturyLink, Frontier and Windstream Territory

	Monthly Recurring Charge
	TBD

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 4 - RATES, (CONT'D.)

4.3 Local Service Rates, (Cont'd.)

4.3.4 PBX Trunk Service, (Cont'd.)

B. Direct Inward Dialing (DID)

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in this Price List. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID's per block. For purposes of example only a Customer orders 16 DID's the Customer will be changed for a Number Block of 20 DID's.

1. AT&T Territory

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 1st Block of 20 DID Numbers	$50.00_____	$10.00
Each Additional Block of 20 DID Numbers	$50.00	$10.00
DID Trunk Termination	$0	TBD

2. CenturyLink, Frontier and Windstream Territory

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 1st Block of 20 DID Numbers	TBD	TBD
Each Additional Block of 20 DID Numbers	TBD	TBD
DID Trunk Termination	TBD	TBD

DID Max. per minute in bound/out bound .50 cents.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 4 - RATES, (CONT'D.)

4.3 Local Service Rates, (Cont'd.)

4.3.4 PBX Trunk Service, (Cont'd.)

B. Direct Inward Dialing (DID) Service, (Cont'd.)

1. AT&T Territory

	Installation Charge	Monthly Recurring
Dual Tone Multi-frequency Pulsing Option, Per Trunk	$TBD	$TBD
Automatic Intercept Service (per number) [1]	$TBD	$TBD

[1]Provides automatic number referral for non-listed disconnected DID telephone numbers for twelve months or until the delivery of the new directory, whichever comes first. AIS is only provided where facilities permit.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 4 - RATES, (CONT'D.)

4.3 Local Service Rates, (Cont'd.)

4.3.4 PBX Trunk Service, (Cont'd.)

B. Direct Inward Dialing (DID) Service, (Cont'd.)

2. CenturyLink, Frontier and Windstream Territory

	Installation Charge	Monthly Recurring
Dual Tone Multi-frequency Pulsing Option, Per Trunk	TBD	TBD
Automatic Intercept Service (per number) [1]	TBD	TBD

[1]Provides automatic number referral for non-listed disconnected DID telephone numbers for twelve months or until the delivery of the new directory, whichever comes first. AIS is only provided where facilities permit

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 4 - RATES, (CONT'D.)

4.4 Local Service Rates, (Cont'd.)

4.4.1 Private Line Service

A. AT&T, CenturyLink, Frontier and WindStream Territory

Private Line Services	Monthly
All Private Line Services are provided on a customized and Individual case basis per Customer without limitation a onetime installation fee, any MRC's and additional costs to and between a Customers business locations.	ICB

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 4 - RATES, (CONT'D.)

4.5 Local Service Rates, (Cont'd.)

4.5.1. SIP Trunking

a. $65.00 Per Channel

b. Caller ID Feature

4.5.2. Hosted Voice

c. Basic feature set $65.00/ station

d. $65.00 MRC

i. Caller ID

ii. Call Forwarding

iii. Web Portal

iv. Transfer

v. Voicemail

4.5.3. Enhanced Hosted Features

a. $25.00 Setup Fee (each)

b. $20.00 MRC

i. Auto Attendant

ii. Multiline Huntgroup

iii. Stand alone shared voicemail

iv. Foreign Number remote forward

v. Any Custom requests outside of SOP

4.4 Optional Calling Features

4.4.2 Features Offered on Monthly Basis

The features in this section are made available if, as and when applicable on an individual basis or as part of multiple feature packages in the sole discretion of the Company. All features are provided subject to availability in the sole discretion of the Company. Certain features may not be available with all classes of service and/or some, any and/or all features may not be available at time of order request and/or in the future. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

If and when any or each feature is and/or may be made available no usage sensitive charges shall apply. If and when features are made available by the Company multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. If, as and when applicable a Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE

SECTION 4 - RATES, (CONT'D.)

4.4 Optional Calling Features, (Cont'd.)

4.4.2 Features Offered on Monthly Basis, (Cont'd.)

A. AT&T Territory

Optional Calling Features	Business
Call Waiting	$ICB
Call Forwarding Variable	$ICB
Three Way Calling	$ICB
Speed Dialing	$ICB
Speed Calling	$ICB
Call Forwarding Busy Line	$ICB
Call Forwarding Don't Answer	$ICB
Call Forwarding Don't Answer-Ring Control	$ICB
Customer Control of Call Forwarding Busy Line	$ICB
Customer Control of Call Forwarding Don't Answer	$ICB
Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath [1]	$ICB
Call Forwarding Variable Multipath or Remote Access-Call Forwarding Variable Multipath [1,2]	$ICB
Call Block	$ICB
Call Return	$ICB
Call Selector	$ICB
Call Tracing	$ICB
Repeat Dialing	$ICB
Preferred Call Forwarding	$ICB
Three-Way Calling with Transfer[2]	$ICB
Remote Access-Call Forwarding Variable	$ICB
Multiple Directory Number Distinctive Ringing - First TN's	$ICB
Multiple Directory Number Distinctive Ringing - Two TN's	$ICB
Caller ID – Basic	$ICB
Caller ID - Deluxe	$ICB
Enhanced Caller ID	$ICB
Enhanced Caller ID with Call Management	$ICB
Call Waiting Deluxe With Call Forwarding Don't Answer	$ICB
Call Waiting Deluxe With Conferencing	$ICB
Remote Access to Call Forwarding	$ICB

[1] Monthly rate per call forwarding path in excess of ten paths.
[2] Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.4 Optional Calling Features, (Cont'd.)

4.4.2 Features Offered on Monthly Basis, (Cont'd.)

B. Frontier Communications of Georgia Territory

Optional Calling Features	Business
Call Waiting	$ICB
Call Forwarding Variable	$ICB
Three Way Calling	$ICB
Speed Dialing	$ICB
Speed Calling	$ICB
Call Forwarding Busy Line	$ICB
Call Forwarding Don't Answer	$ICB
Call Forwarding Don't Answer-Ring Control	$ICB
Customer Control of Call Forwarding Busy Line	$ICB
Customer Control of Call Forwarding Don't Answer	$ICB
Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath [1]	$ICB
Call Forwarding Variable Multipath or Remote Access-Call Forwarding Variable Multipath [1,2]	$ICB
Call Block	$ICB
Call Return	$ICB
Call Selector	$ICB
Call Tracing	$ICB
Repeat Dialing	$ICB
Preferred Call Forwarding	$ICB
Three-Way Calling with Transfer[2]	$ICB
Remote Access-Call Forwarding Variable	$ICB
Multiple Directory Number Distinctive Ringing - First TN's	$ICB
Multiple Directory Number Distinctive Ringing - Two TN's	$ICB
Caller ID – Basic	$ICB
Caller ID - Deluxe	$ICB
Enhanced Caller ID	$ICB
Enhanced Caller ID with Call Management	$ICB
Call Waiting Deluxe With Call Forwarding Don't Answer	$ICB
Call Waiting Deluxe With Conferencing	$ICB
Remote Access to Call Forwarding	$ICB

[1] Monthly rate per call forwarding path in excess of ten paths.
[2] Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.4 Optional Calling Features, (Cont'd.)

4.4.2 Features Offered on Monthly Basis, (Cont'd.)

C. Frontier Communications of Fairmount Territory

Optional Calling Features	Business Business
Call Waiting	$ICB
Call Forwarding Variable	$ICB
Three Way Calling	$ICB
Speed Dialing	$ICB
Speed Calling	$ICB
Call Forwarding Busy Line	$ICB
Call Forwarding Don't Answer	$ICB
Call Forwarding Don't Answer-Ring Control	$ICB
Customer Control of Call Forwarding Busy Line	$ICB
Customer Control of Call Forwarding Don't Answer	$ICB
Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath [1]	$ICB
Call Forwarding Variable Multipath or Remote Access-Call Forwarding Variable Multipath [1,2]	$ICB
Call Block	$ICB
Call Return	$ICB
Call Selector	$ICB
Call Tracing	$ICB
Repeat Dialing	$ICB
Preferred Call Forwarding	$ICB
Three-Way Calling with Transfer[2]	$ICB
Remote Access-Call Forwarding Variable	$ICB
Multiple Directory Number Distinctive Ringing - First TN's	$ICB
Multiple Directory Number Distinctive Ringing - Two TN's	$ICB
Caller ID – Basic	$ICB
Caller ID - Deluxe	$ICB
Enhanced Caller ID	$ICB
Enhanced Caller ID with Call Management	$ICB
Call Waiting Deluxe With Call Forwarding Don't Answer	$ICB
Call Waiting Deluxe With Conferencing	$ICB
Remote Access to Call Forwarding	$ICB

[1] Monthly rate per call forwarding path in excess of ten paths.
[2] Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.4 Optional Calling Features, (Cont'd.)

4.4.2 Features Offered on Monthly Basis, (Cont'd.)

D. CenturyLink and Windstream Territory

Optional Calling Features	Business
Call Waiting	$ICB__
Call Forwarding Variable	$ICB__
Three Way Calling	$ICB__
Speed Dialing	$ICB__
Speed Calling	$ICB__
Call Forwarding Busy Line	$ICB__
Call Forwarding Don't Answer	$ICB__
Call Forwarding Don't Answer-Ring Control	$ICB__
Customer Control of Call Forwarding Busy Line	$ICB__
Customer Control of Call Forwarding Don't Answer	$ICB__
Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath [1]	$ICB__
Call Forwarding Variable Multipath or Remote Access-Call Forwarding Variable Multipath [1,2]	$ICB__
Call Block	$ICB__
Call Return	$ICB__
Call Selector	$ICB__
Call Tracing	$ICB__
Repeat Dialing	$ICB__
Preferred Call Forwarding	$ICB__
Three-Way Calling with Transfer[2]	$ICB__
Remote Access-Call Forwarding Variable	$ICB__
Multiple Directory Number Distinctive Ringing - First TN's	$ICB__
Multiple Directory Number Distinctive Ringing - Two TN's	$ICB__
Caller ID – Basic	$ICB__
Caller ID - Deluxe	$ICB__
Enhanced Caller ID	$ICB__
Enhanced Caller ID with Call Management	$ICB__
Call Waiting Deluxe With Call Forwarding Don't Answer	$ICB__
Call Waiting Deluxe With Conferencing	$ICB__
Remote Access to Call Forwarding	$ICB__

[1] Monthly rate per call forwarding path in excess of ten paths.
[2] Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 4 - RATES, (CONT'D.)

4.5 Directory Listing Services

4.5.1 Directory Listings

A. Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for herein. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

1. AT&T Territory

	Business
- Each Additional Listing	$ICB___

2. Frontier Communications of Georgia Territory

	Business
- Each Additional Listing	ICB

3. Frontier Communications of Fairmount Territory

	Business
- Each Additional Listing	ICB

4. CenturyLink and Windstream Territory

	Business
- Each Additional Listing	ICB

SECTION 4 - RATES, (CONT'D.)

4.6 IntraLATA Toll Service

Rates, terms, and conditions of the Company's intraLATA toll services are found in the Company's intrastate interexchange services Price List.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 5 - SPECIAL ARRANGEMENTS

5.1 Individual Case Basis (ICB) Arrangements

Special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Price List or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal Price List or contract conditions. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

5.2 Contract Pricing

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this Price List. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and revenue commitment, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

5.3 Promotional Programs

The Company may, from time to time, offer services in this tariff at special promotional rates and/or terms.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 6 - MISCELLANEOUS SERVICES

6.1 Dialing Code for Telephone Relay Service (TRS)

6.1.1 General

A. 711 Dialing Code ("711") is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call. Pursuant to Order 00-257, issued in CC Docket 92-105, the Federal Communications Commission (FCC) assigned the 711 dialing code for nationwide access to Telephone Relay Service (TRS) entities, to be implemented not later than October 1, 2001.

B. The TRS entity should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 711.

C. This service is subject to the availability of the 711 dialing code.

D. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.)

E. Limitations and use of service as stated elsewhere in this Tariff apply.

F. Directory Listings may be provided for 711 at no charge.

G. Access to 711 is not available to the following classes of service:

1. Hotel/Motel/Hospital Service (toll call only)
2. 1+
3. 0+, 0-, (Credit Card, Third-Party Billing, Collect Calls)
4. Inmate Service
5. 101XXXX
6. Cellular - Type 2A

In addition, operator assisted calls to the 711 will not be completed.

H. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.1 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)

6.1.1 General, (Cont'd.)

H. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.

I. An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the TRS entity. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

6.1.2 Service Requirement and Conditions

A. Requests for 711 Dialing Code must be submitted in writing to the Georgia Public Service Commission, for the assignment of the 711 code.

B. The Company will provision the TRS entity's request within a reasonable time, given the complexity of the order. If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment as specified in A, preceding.

C. The TRS entity must, prior to provisioning of the service, sign a written acknowledgment of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months' written notice of such a recall from the Company or regulating entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is affected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The TRS entity will be required to migrate to any access arrangement the telephone relay service subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.1 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)

6.1.2 Service Requirement and Conditions (Cont'd.)

D. Only one 10 digit toll free number may be used as the lead number per basic local calling area.

E. The 711 Dialing code is provided where facilities permit.

F. TRS entity should work separately with cellular companies to ascertain whether Type 1 cellular customers will be able to reach telephone relay service provided by dialing 711.

G. TRS entity should work separately with each local exchange Company to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.

H. 711 Dialing code will be provided under the following conditions.

1. For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.

2. The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone plant.

3. The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.1 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)

6.1.2 Service Requirement and Conditions (Cont'd.)

H. (continued)

4. The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to , any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claims of liable and slander.

5. The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.

6. A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Companyreserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.1 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)

6.1.2 Service Requirement and Conditions, (Cont'd.)

I. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply.

1. The TRS entity will provide announcements. The Company will provide only the delivery of the call.

2. The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.

3. The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the reorder-announcement equipment located on the TRS entity's premises.

4. The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the reorder-announcement equipment located on the TRS entity's premises.

J. The Company may take all legal and practical steps to disassociate itself from TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.

K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.1 Dialing Code for Telephone Relay Service (TRS), (Cont'd.)

6.1.3 Georgia Telecommunications Relay Service Surcharge

All local exchange telecommunication companies providing service in Georgia are required to collect a surcharge which funds the Telecommunications Relay Service and Telecommunications Equipment Distribution Programs. The Company will collect this monthly surcharge from its Customers on all business access lines at the rate set by the Georgia Public Service Commission.

Telecommunications Relay Service Surcharge:	Is a variable charge and shall be in accordance, as set forth by the Georgia Public Service Commission