

AFN, INC.

RECEIVED

July 25, 2006

JUL 26 2006

Ms. Patricia Van Gerpen
Executive Director
South Dakota Public Utility Commission
Capitol Building, 1st floor
500 East Capitol Avenue
Pierre, SD 57501-5070

sent via overnight

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Application of American Fiber Network, Inc. for a Certificate of Public Convenience
And Necessity to Provide Local Exchange, Resold Switched and Dedicated Interexchange, and
Operator Services within the state of South Dakota

Ms Van Gerpen

Attached please find the above referenced application for American Fiber Network, Inc. to provide local exchange, switched and dedicated interexchange, and operator services within the state of South Dakota. Also enclosed is a check from Robert E. Heath to cover the application fee for the interexchange carrier.

Thank you for your attention to this matter. Please contact me at your convenience if you require any additional information regarding this application.

Sincerely,



Robert E. Heath
EVP
(214)221-0089

BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

RECEIVED
JUL 26 2006

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Application of)
)
American Fiber Network, Inc.)
)
For a Certificate of Public Convenience and)
Necessity to Provide Local Exchange, Resold)
Switched and Dedicated Interexchange, and)
Operator Services within the state of South Dakota)

Docket No. _____

APPLICATION

American Fiber Network, Inc. ("AFN" or "Applicant"), by its undersigned executive and pursuant to the South Dakota Public Utilities Commission guidelines hereby applies to the Commission for a Certificate of Public Convenience and Necessity authorizing Applicant to operate as a provider of local exchange telecommunications services; resold switched and dedicated local exchange telecommunications services; resold interexchange telecommunications services; and operator services within and throughout the state of South Dakota. AFN further requests, pursuant to this Application, to be classified as a fully competitive telecommunications carrier. In support of its application, AFN provides the following information:

- 1) Applicant's legal name is American Fiber Network, Inc. Applicant may be reached at its principal place of business:

9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210
Telephone: (913) 338-2658
Facsimile: (913) 338-2769
FEIN 48-1096897

Correspondence, communications, or questions pertaining to this Application or the ongoing operations of the Applicant following certification should be directed to:

Robert Heath
Vice President
American Fiber Network, Inc.
9401 Indian Creek Parkway, St. 140
Overland Park, KS 66210
Telephone: (913) 338-2658
Facsimile: (913) 661-0538
Email: Robert.heath@afnlt.com

2) Applicant's officers and directors are as follows:

Jay Wright, Director
6701 Democracy Blvd
Bethesda, MD 20817

Geoffrey Amend, Secretary
309 S Laura, Ste 210
Wichita, KS 67211

Douglas Bethell, President
9401 Indian Creek Pkwy, Ste 140
Overland Park, KS 66210

All of the aforementioned officers may be reached at the address previously listed. Descriptions of the extensive telecommunications and managerial experience of Applicant's key personnel are attached hereto as Exhibit B.

3) The Company will provide local exchange service in the name of American Fiber Network, Inc.

4) Corporate information.

a) Applicant's registered agent in the State of South Dakota is:

CT Corporation
319 S. Coteau Street
Pierre, SD 57501
Telephone: (605) 224-5825
Facsimile: (605) 224-7102

b) American Fiber Network is a newly acquired division of MobilePro Corp.

MobilePro Corp. is headquartered at:

6701 Democracy Blvd., Suite 202
Bethesda, MD 20817

c) AFN is a Delaware company organized on March 26, 1991, under the laws of Delaware. A Copy of AFN's Certificate of Incorporation is attached hereto as Exhibit A.

d) A Copy of AFN's Certificate of Authorization issued by the South Dakota Secretary of State is attached hereto as Exhibit B.

5) Certified and pending states. AFN is currently providing residential, business, and payphone class service and long distance service in the following states: California, Oregon, Washington, Idaho, Nevada, Montana, Utah, New Mexico, Colorado, Nebraska, Kansas, Oklahoma, Texas, Missouri, Iowa, Wisconsin, Illinois, Alabama, Georgia, Florida, South Carolina, North Carolina, Virginia, Michigan, Indiana, Ohio, Pennsylvania, New York, Connecticut, Massachusetts, New Jersey, Arizona, Minnesota, Louisiana, Maryland, Tennessee, Kentucky, the District of Columbia and Hawaii. We have applications pending in South Dakota.

- 6) American Fiber Network is a newly acquired division of MobilePro Corp.

MobilePro Corp. is headquartered at:

6701 Democracy Blvd., Suite 202
Bethesda, MD 20817.

Sister voice companies include:

CloseCall America
PO Box 1150
Stevensville, MD 21666

Davel Communications, Inc.
200 Public Square
BP Towers, St. 700
Cleveland, OH 44114

- 7) Services to be offered. AFN seeks authority to provide all forms of resold local exchange telecommunications services, resold interexchange telecommunications services, and operator services which will allow customers to originate and terminate local calls to other customers served by AFN as well as customers served by all other authorized local and interexchange carriers.

- (a) Classes of customers. AFN will be serving business and residential customers.
- (b) Location of service. AFN will provide service to and from all points within the state of South Dakota which are currently served by the Incumbent LEC Qwest.¹

¹ AFN currently does not plan to provide local exchange services in the service areas of any small or rural local exchange carriers ("LECs") as defined by the Telecommunications Act of 1996.

(c) Types of service. Local exchange services will include, but will not be limited to the following: (i) local exchange access services to single-line and multi-line customers (including basic access lines, direct inward-outward PBX trunk service, Centrex services, and ISDN); and (ii) local exchange usage services to customers of AFN's end-user access line services. AFN intends to offer both inbound and outbound intraLATA services. This will be accomplished through the resale of the facilities of other certificated carriers. Initially, AFN plans to offer services on a resold basis. Applicant's services will be available on a full-time basis—24 hours a day, seven days a week.

8) American Fiber Network, Inc. proposes to provide service in the existing territory of Qwest within the state of South Dakota.

9) Professional experience and education of managerial personnel and personnel responsible for South Dakota operations. At this time AFN does not plan to operate an office within South Dakota. Responsibility for South Dakota operations will be handled by Applicant's current management team.

Descriptions of engineering and technical expertise showing qualifications of personnel may be found in the attached Exhibit C.

- 10) 911 services, operator services, etc. The Company will provide 911 services through the current arrangements between the Incumbent LEC and the PSAP. Additionally, directory assistance and operator services will be provided by the Incumbent or the long distance carrier selected by the customer, depending on the jurisdiction of the attempted call. AFN will offer a long distance service per the dialing parity plan attached as Exhibit G. Telecommunications Relay Services will be provided as supplied by the Incumbent LEC.
- 11) Financial abilities. AFN is financially qualified to provide the telecommunications services outlined herein within the state of South Dakota. In particular, AFN has access to the financing and capital necessary to conduct its telecommunications operations as specified in this application. AFN will rely on the financial resources and capital internally generated from existing operations to provide initial capital investment and to fund operations in South Dakota. AFN and its principals will continue to provide financial support to AFN so long as AFN requires additional capital and resources to compete within the state of South Dakota. Moreover, AFN believes it will have access to additional debt or equity capital if the Company requires additional capital. The balance sheets and income statements are included here as Exhibits E and F respectively.
- 12) Commission approved Interconnection Agreement. AFN has requested to adopt an existing agreement with Qwest and Sprint, but we expect to receive the agreement shortly.
- 13) Tariff Sheets or price lists. An illustrative tariff is filed with this application as Exhibit D.

- 14) Cost support for rates. Rates listed in our tariff are based on the Incumbent rates which are listed in their tariff.
- 15) Marketing plan. AFN markets its services through established direct marketing relationships with business and trade groups as well as direct sales by its employees. AFN does not currently perform any telemarketing to acquire its customers.
- 16) Treatment of rural areas. AFN does not intend to market or compete with the services offered by rural telephone companies in their incumbent areas.
- 17) Current list of operating states. AFN is certified and/or providing service in the following states:
California, Oregon, Washington, Idaho, Nevada, Montana, Utah, New Mexico, Colorado, Kansas, Oklahoma, Texas, Missouri, Iowa, Wisconsin, Illinois, Alabama, Georgia, Florida, South Carolina, North Carolina, Virginia, Michigan, Indiana, Ohio, Pennsylvania, New York, Connecticut, Massachusetts, New Jersey, Arizona, Minnesota, Louisiana, Maryland, Tennessee, Kentucky, the District of Columbia and Hawaii. We have an application pending in Mississippi.
- 18) Regulatory/complaint contact. All regulatory inquiries or customer complaints should be directed to:

Robert Heath
Executive Vice President
American Fiber Network, Inc.
9401 Indian Creek Parkway, St. 140
Overland Park, KS 66210
Telephone: (913) 338-2658
Facsimile: (913) 661-0538
Email: Robert.heath@afnltd.com

- 19) Billing. AFN will bill its customers directly either via the US Mail, or when customer has the capabilities electronically. Additional billing information can be found in our tariff which is attached as Exhibit D.

Where long distance billing is required, the Company does have the capability to differentiate between intrastate and interstate calls. We have been performing billing of such calls in other states for over ten years. Our underlying carrier with the returned call data provides an indicator within the record, which distinguishes between intralata and interLATA.

- 20) New customer acquisition. See our marketing philosophy as expressed in item 15 previously. AFN's policy for switching customers requires a signed letter of authorization from that customer before orders are submitted. We do consider faxed and emailed authorization as an acceptable form of authorization.
- 21) Slamming/cramming complaints. AFN is unaware of any slamming or cramming complaints filed against it at any state commission or at the FCC.
- 22) Requested waivers. AFN, Inc. hereby requests a waiver of §§ 20:10:32:52 to 20:10:32:54 (b) which requires companies to submit various information reporting the use of federal high costs support for its South Dakota operations. AFN does not intend to utilize these funds. If it does change in the future and plan to utilize these funds within the state of South Dakota, we will submit to these regulations.
- 23) Federal Tax ID. AFN's federal tax identification number is 48-1096897.

24) Other information.

- a) Facilities to be used. AFN does not currently own property in the state of South Dakota nor does it have plans to utilize its own facilities within the state of South Dakota.
- b) Uniform System of Accounts. Applicant's balance sheet prepared according to Generally Accepted Accounting Principles ("GAAP") and a letter from management attesting to the accuracy, integrity, and objectivity of the balance sheet and attesting that the balance sheet was prepared in accordance with GAAP are attached hereto as Exhibit E. Also attached hereto as Exhibit F is a copy of financial statements current as of December 31, 2001. These statements show Applicant will have available sufficient resources to meet its cash needs and fund operations in South Dakota.
- c) Dialing Parity Plan. The Applicant has not filed its dialing parity plan, however, it is included here as Exhibit G.
- d) Prepared testimony of Robert E. Heath. Attached as Exhibit H is prepared testimony, which should assist in answering any additional questions, regarding AFN.

WHEREFORE, AFN respectfully requests that the South Dakota Public Utilities Commission issue a Certificate of Public Convenience and Necessity authorizing AFN to provide resold local exchange telecommunications services, interexchange telecommunications services, shared tenant services and operator services in the State of South Dakota.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Heath", with a horizontal line extending to the right from the end of the signature.

Robert E. Heath
Executive Vice President

Dated: July 20, 2006

LIST OF EXHIBITS

EXHIBIT A	Articles of Incorporation
EXHIBIT B	Certificate of Authorization
EXHIBIT C	Management and Technical Qualifications
EXHIBIT D	Tariff for Local Services
EXHIBIT E	Balance Sheet of American Fiber Network, Inc.
EXHIBIT F	Financial Statements of American Fiber Network, Inc.
EXHIBIT G	Dialing Parity Plan
EXHIBIT H	Testimony of Robert E. Heath
VERIFICATION	

EXHIBIT A

ARTICLES OF INCORPORATION

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/26/1991
910845237 - 2258435

CERTIFICATE OF INCORPORATION
OF
AMERICAN FIBER NETWORK, INC.

We, the undersigned, of full age, for the purpose of forming a Delaware business corporation, do hereby associate ourselves as a body corporate and adopt the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation is American Fiber Network, Inc.

ARTICLE II. PURPOSE

The nature of the business of this business corporation is to engage in any lawful act or activity permitted to business corporations under the laws of the State of Delaware.

ARTICLE III. CORPORATE POWERS

This corporation shall possess all powers provided or not prohibited by law of the State of Delaware, and shall, without limitation, have the power to acquire, hold, mortgage, pledge or otherwise dispose of the shares, bonds, securities and other evidence of indebtedness of any domestic or foreign corporation.

ARTICLE IV. DURATION

The duration of this corporation shall be perpetual.

Articles of Incorporation Page 2

ARTICLE V. REGISTERED AGENT

The address of the registered office of this corporation and the name of its registered agent at such address is as follows:

National Corporation Company of Delaware, Inc.
381 West North Street, Unit 5
P. O. Box 1554
Dover, DE 19903-1554
County of Kent

ARTICLE VI. STOCK

The authorized shares of stock of this corporation shall be three thousand (3,000) shares of common stock having a par value of One Dollar (\$1.00) per share.

No shareholders of the corporation shall have any pre-emptive or other right to acquire the common stock or any other securities of the corporation.

Other than the shares originally issued to the incorporators, no stock shall be issued without unanimous approval of all shareholders.

The shareholders of the corporation shall not be entitled to cumulate their votes in the election of directors.

ARTICLE VII. DIRECTORS

The name, post office address and term of office of the first directors of the corporation are as follows:

Douglas C. Bethell
9705 West 118th Street, Apt. 1
Overland Park, Kansas 66210

Articles of Incorporation Page 3

Alvin J. Heck
9705 West 118th Street, Apt. 1
Overland Park, Kansas 66210

Ronnie J. Spivey
12016 Ballentine
Overland Park, Kansas 66213

Said directors shall serve until the next annual meeting of the shareholders or until their successors have been duly elected and qualified. The number, qualification, term of office, manner of election, powers and duties of the directors shall be specified by the By-Laws of the corporation. Except as otherwise specifically provided by the By-Laws or by law, all powers of the corporation shall be exercised by its Board of Directors and require unanimous approval of the Board of Directors.

ARTICLE VIII. BOARD OF DIRECTORS

The Board of Directors of this corporation shall have authority to accept or reject subscriptions for shares and to allot shares.

The Board of Directors shall have the authority from time to time to cause shares of stock of the corporation now or hereafter authorized or other securities convertible into shares of stock of the corporation to be issued, sold or otherwise disposed of for money or for real or personal property, the fair market value of which is not less than the par value of the shares.

Articles of Incorporation Page 4

The Board of Directors shall have authority from time to time to create and issue rights to convert any of the company's securities into shares of any class or classes of its authorized stock. Such rights or options may be in the form of warrants, purchase certificates, securities or other instruments as determined and approved by the Board of Directors. The terms, conditions and provisions of such conversion rights or options, including the conversion basis or bases and the option price or prices at which shares may be purchased or subscribed for, may be fixed by resolution adopted by the Board of Directors.

ARTICLE IX. BY-LAWS

The Board of Directors of the corporation shall adopt such by-laws as are suitable for the proper regulation of the corporation's affairs and such by-laws shall be in full force and effect unless and until changed or repealed by unanimous vote of the shareholders, or unless and until amended by the Board of Directors of the corporation and by such procedure as they may provide in the by-laws of the corporation.

ARTICLE X. POWERS

In addition to the other powers, the unanimous affirmative vote of the shareholders shall be required to authorize: (1) an amendment to or the restating of the Articles of Incorporation of this corporation; or (2) the sale, lease, exchange or other disposition of all or substantially all of the property and assets of the corporation including its good will; or (3) the

Articles of Incorporation Page 5

adoption of an agreement of consolidation or merger.

ARTICLE XI. INCORPORATORS

The name and post office address of the incorporators are as follows:

Douglas C. Bethell
9705 West 118th Street, Apt. 1
Overland Park, Kansas 66210

Alvin J. Heck
9705 West 118th Street, Apt. 1
Overland Park, Kansas 66210

Ronnie J. Spivey
12016 Ballentine
Overland Park, Kansas 66213

IN WITNESS WHEREOF, I have hereby set my hand this 19th
day of March, 1991.

Douglas C. Bethell
Douglas C. Bethell

Alvin J. Heck
Alvin J. Heck

Ronnie J. Spivey
Ronnie J. Spivey

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 19th day of March, 1991, before me, a Notary Public, personally appeared Douglas C. Bethell, Alvin J. Heck, and Ronnie J. Spivey, to me known to be the persons described in the above document and who executed the foregoing Articles of Incorporation, and each acknowledged that his was a person of full age and that he executed the same as his free act and deed and for the uses and purposes therein expressed and that any facts stated therein are true and correct.

Beverly R. Spivey
Notary Public

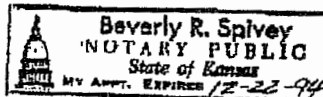


EXHIBIT B

SOUTH DAKOTA SECRETARY OF STATE

CERTIFICATE OF AUTHORIZATION

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

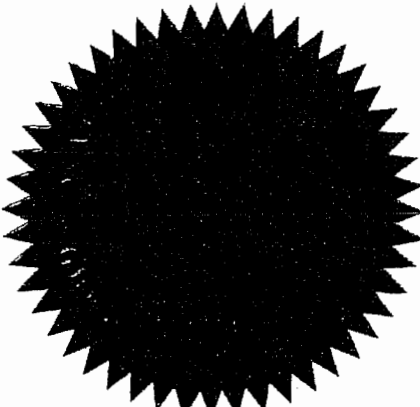
Certificate of Authorization Foreign Corporation

ORGANIZATIONAL ID #: FB028893

I, **Chris Nelson**, Secretary of State of the State of South Dakota, do hereby certify that **AMERICAN FIBER NETWORK, INC.** was authorized to transact business in this state on **September 3, 2004**.

I, further certify that said corporation has complied with the South Dakota law governing foreign corporations transacting business in this state, and so far as the records of this office show, said corporation is in good standing and the annual report required by law has been filed. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the corporation's financial condition or business activities and practices. Such information is not available from this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this April 21, 2006.



Chris Nelson

Chris Nelson
Secretary of State

EXHIBIT C

MANAGEMENT AND TECHNICAL QUALIFICATIONS

Douglas Bethell

Douglas Bethell is President and CEO of American Fiber Network, Inc. Mr. Bethell established AFN in 1991, originally as a consulting firm but the company has emerged as one of the most innovative telecommunications companies offering specialized call processing and accounting services to business and hospitality companies. Mr. Bethell has ten years experience in telecommunications. Prior to AFN and its affiliates, Mr. Bethell served as Regional Vice President of Sales for One Plus Communications, Inc.

Robert E. Heath

Robert Heath serves as Vice President of American Fiber network, Inc. Mr. Heath has over fifteen years experience in telecommunications. As Vice President, Mr. Heath is overseeing AFN's expansion into new markets and new services. He oversees all state and federal regulatory activities and all interconnection issues with incumbent Local Exchange Carriers. Prior to joining AFN, Mr. Heath was a founder and principal in Valence Communications, a CLEC in Texas.

Bob Innes

Bob Innes serves as AFN's Chief Financial Officer. Mr. Innes has over 15 years experience overseeing the financial operations of companies. Mr. Innes provides the expertise needed to move AFN's financial systems to better suit its current size and business. Prior to joining AFN, Mr. Innes positions included Controller of Ahrens Financial Services, CFO for Archer Engineering, and State and Local Tax Manager for Sprint.

Bruce Andonian

Bruce B. Andonian serves as the Director of Information Services of American Fiber Network, Inc. With over 17 years of IS experience, Mr. Andonian provides AFN a professional and technical background to improve its operational efficiencies through the coming years. Prior to joining, AFN, Mr. Andonian founded pc Network Solutions, Inc. which was an IS provider and consultant established in 1993.

EXHIBIT D

TELECOMMUNICATION SERVICES TARIFF

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of local exchange telecommunication services and interexchange telecommunication services provided by American Fiber Network, Inc. (AFN), with principal offices at 9401 Indian Creek Parkway, Suite 140, Overland Park, KS 66210. This tariff is on file with the South Dakota Public Utility Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: _____

Issued by:

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Effective: _____

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	33	Original
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
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24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		

Issued: _____

Issued by:

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Effective: _____

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

Issued: _____

Issued by:

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Effective: _____

TARIFF FORMAT SHEETS

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

Check Sheets - When a tariff filing is made with the SDPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the SDPUC.

Issued: _____

Issued by:

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Effective: _____

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange service by American Fiber Network, Inc. within the State of South Dakota and subject to the jurisdiction of the South Dakota Public Utility Commission.

Issued: _____

Issued by:

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Effective: _____

SYMBOLS

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

- D To signify deleted or discontinued material, including listing, rate, rule or condition.
- I To signify a rate increase.
- M To signify that material has been transferred from another sheet or place in the Tariff.
- N To signify new material including listing, rate, rule or condition
- R To signify a rate reduction.
- T To signify a change in wording of text but not a change in rate, rule or condition.

Issued: _____

Issued by:

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Effective: _____

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Issued: _____

Issued by:

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Effective: _____

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

The following definitions are used throughout this tariff.

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

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

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

Company or American Fiber Network, Inc. - The issuer of this tariff.

Commission - South Dakota Public Utility Commission

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

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

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

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Extended Calling Area - the area outside the basic calling area. Calls to this area result in additional charges per call.

Issued: _____

Issued by:

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Effective: _____

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont.)

ILEC - The incumbent Local Exchange Carrier

Individual Case Basis (ICB) - A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 32-0192 for the provision and administration of communication services.

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

Local Exchange Company (LEC) - A company that furnishes exchange telephone service.

Local Exchange Services - Telecommunication services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

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

Person-to-Person Calling - An operator-assisted 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. These calls may not be dialed.

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

Issued: _____

Issued by:

Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Effective: _____

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont.)

Residential Service - Residential Service is that service furnished to private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate or international services.

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

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

Station-to-Station Calling - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-station calls. These calls may not be dialed. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

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SECTION 2 RULES AND REGULATIONS

2.1 Undertaking of the Company:

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way transmission within a Local Calling Area and between points within the State of South Dakota.

The Company installs, operates, and maintains the communication services provided herein under and in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

Company 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 any tariff or tariff of such other communications carriers.

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

The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

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SECTION 2 RULES AND REGULATIONS (cont.)

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service to violation of the provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service of facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use of location of the service of facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3 Use

Services provide under this tariff may be used for any lawful purpose for which the service is technically suited.

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SECTION 2 RULES AND REGULATIONS (cont.)

2.4 Liabilities of the Company

2.4.1 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 an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2 RULES AND REGULATIONS (cont.)

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act or omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.5 Deposits

The Company does not collect customer deposits.

2.6 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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SECTION 2 RULES AND REGULATIONS (cont.)

2.7 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.8 Payments

Obligations of the Customer with regard to payments shall include:

2.8.1 The Customer shall pay outstanding charges in full within 20 days of the invoice date. Monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within twenty (20) days after the date of the invoice are considered delinquent and are subject to Late Payment Charges as outlined in this tariff.

Should the customer's bill remain unpaid after 20 days, the Company may disconnect the service once five (5) days written notice has been provided the customer.

The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

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SECTION 2 RULES AND REGULATIONS (cont.)**2.8 Payments (cont.)**

- 2.8.2 If required by the Company, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, if the Company considers this action necessary to safeguard its interests.
- 2.8.3 The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.
- 2.8.4 A service charge of \$20.00 shall be imposed for any payment for which a draft is returned for insufficient funds.
- 2.8.5 Any Customer who has been under billed for services rendered will be notified by the Company upon the discovery of the under billing. Notification will include the reason(s) that the under billing occurred. The Customer is responsible for payment of unbilled charges for services rendered up to and including twenty-four (24) months prior to the issuance of the notification to the Customer.
- 2.8.6 The Company does not require deposits.

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SECTION 2 RULES AND REGULATIONS (cont.)

2.8 Payments (cont.)

2.8.7 A Late Payment Charge of 5% will apply to each Customer bill when the previous months bill has not been paid in full within 20 days of billing, leaving an unpaid balance carried forward. The late payment charge is applied to the current portion of the unpaid amount and is included in the total amount due on the current month's bill. The amount of the late payment penalty shall be indicated on the Customer's bill, but will not be included in the calculation of another late charge should the balance remain unpaid.

2.8.8 Disputed bills.

2.8.8.1 Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute within six months of receipt of the bill. If such written or verbal notice is not received by the Company within six months as indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.

2.8.8.2 In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Public Utility Commission of South Dakota, 800-342-3552, in accordance with the Commission's rules of procedure.

2.8.8.3 Once the investigation is completed the Customer shall submit payment of any outstanding amounts deemed due, to the Company, within five (5) working days;

2.8.8.4 The commission retains the right to review billing and charges.

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SECTION 2 RULES AND REGULATIONS (cont.)

2.8 Payments (cont.)

2.8.9 Moves Adds and Changes

Upon written request from the Customer, the Company will transfer an existing service from one location to another, change from one class of service to another, or add additional services or features to specific lines and equipment. The Company may charge the Customer a non-recurring charge for such service.

2.9 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

2.10 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act of omission of any other company or companies furnishing a portion of such service.

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SECTION 2 RULES AND REGULATIONS (cont.)

2.11 Refusal of Discontinuance by Company

The Company may refuse or discontinue service under the following conditions in accordance with Commission rules:

- 2.11.1 For non-compliance with or violation of any State, municipal, or Federal law, Ordinance or regulation pertaining to telephone service.
- 2.11.2 For use of telephone service for any other property or purpose than that described in application.
- 2.11.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.11.4 For non-compliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is given before termination.
- 2.11.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.11.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

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SECTION 2 RULES AND REGULATIONS (cont.)**2.11 Refusal of Discontinuance by Company (cont.)**

- 2.11.7 Without notice in the event of tampering with equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's rights to challenge the termination by filing a formal complaint with the Commission.
- 2.11.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to any an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.11.9 Without notice by reason of any order of decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2 RULES AND REGULATIONS (cont.)**2.12 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

2.13 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, 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 and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein.

2.14 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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SECTION 2 RULES AND REGULATIONS (cont.)**2.15 Returned Check Charge**

A fee may be charged for each check returned for insufficient fund as set forth in this tariff.

2.16 Service Implementation

Absent a promotional offering, service implementation charges will apply to new service orders. The charge for new connect will be \$50.00 and conversion connect will be \$25.00. Orders to change existing service after initial installation will be \$35.00.

2.17 Reconnection Charge

The Company will charge a reconnection fee as set forth in this tariff.

2.18 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.19 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

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SECTION 2 RULES AND REGULATIONS (cont.)**2.20 Directory Listings**

- 2.20.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.20.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 2.20.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.
- 2.20.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 2.20.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.

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SECTION 2 RULES AND REGULATIONS (cont.)

2.20.6 Generally, the listed address is the location of the subscriber's residence.

2.21 Universal Emergency Telephone Number Service

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

2.21.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management system 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.

2.21.3 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.

2.21.4 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 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.

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SECTION 2 RULES AND REGULATIONS (cont.)**2.21 Universal Emergency Telephone Number Service (cont.)**

2.21.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, 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 persons, for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff; 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 caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and 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, other than gross negligence or willful misconduct. Of the Company, its employees or agents.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

- 3.1 Residential Service provides the Customer a single, voice grade channel, which can be used to place or received one call at a time. A Residential Service line is provided for connection of customer-provided single station sets or facsimile machines to the public switched telecommunications network.
- 3.2 The Simple Business line provides the Customer a single, voice grade channel, which can be used to place or receive one call at a time. The Simple Business line is provided for connection of customer-provided single station sets or facsimile machines to the public switched telecommunications network.
- 3.3 The Basic Business line provides the Customer the same functionality as Simple Business line service, but may be configured to include the feature of Hunting so that incoming calls to a busy line will overflow to other of the Customer's lines, which are not busy.
- 3.4 Payphone Access Service provides the Payphone Service Provider (PSP) with one-way or two-way service, routing to presubscribed carriers, pay-per-call blocking, call screening, and the option for fraud protection.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (cont.)

3.5 The following monthly rates are flat rated for unlimited local calling and includes touch tone calling. The customer is provided access to 911, operator services, and relay services. Additionally, one directory listing in the white pages is included as well as one directory which is delivered once per annum to the service address.

ILEC Service Territory

Rate Group	Qwest	
	<u>Residential</u>	<u>Business</u>
A	\$15.05	\$27.25
B-BRA	\$12.00	\$23.60
B-OBRA	\$15.00	\$26.60
C	\$15.75	\$29.65
D-BRA	\$12.70	\$26.00
D-OBRA	\$15.70	\$29.00
E	\$16.55	\$32.45
G	\$17.75	\$36.60
I	\$18.25	\$38.40

Payphone Access	NA	\$18.88
-----------------	----	---------

3.4.1	Initial Residential Connection Charge	\$25.00
	Initial Business Connection Charge	\$47.00
	Initial Payphone Connection Charge	\$80.00

3.4.2	Residential Reconnection Charge	\$25.00
	Business Reconnection Charge	\$50.00

3.4.3	Premise Visit Chrgs: \$35.00 first 15 minutes	
	\$15.00 each add. 15 minutes	

3.5 Level of Service Quality

Since the facilities used will be those of the Incumbent, service quality will reflect that received from underlying carriers.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (cont.)

3.6 Blocking

Blocking of calls originated to 900, 976, and 700 or informational numbers is available free of charge.

3.7 Expanded Local Calling

- A. Expanded Local Calling Area Service is that of furnishing communications between stations in different wire centers in the Expanded Local Calling Area for either two-point or conference service. This service is offered on a Station-to-Station basis, as wither Dial (DDD), Dialed Calling Card, or Operator, or on a Person-to-Person basis.
- B. Expanded Local Calling Area Service is provided for use by the customer and may be used by others when so authorized by the customer.
- C. Two-Point are as follows:

Mileage Bands	Initial Minute	Additional (6 secs.)
1 - 10 miles	\$.30	\$.03
11+ miles	\$.30	\$.03

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SECTION 4 - MISCELLANEOUS SERVICES

4.1 Additional Switch Features:

<u>Qwest</u>		
<u>Additional Features:</u>	<u>Resi.</u>	<u>Bus.</u>
Call Blocking	\$4.50	\$4.50
Call Forwarding Var.	\$3.00	\$5.00
Call Forwarding- Busy	\$0.25	\$3.00
Call Forwarding-Don't Ans.	\$0.65	\$4.00
Call Rejection	\$4.50	\$4.50
Call Waiting with Transfer	\$6.00	\$6.00
Call Waiting	\$6.00	\$7.00
Caller Identification- Number	\$7.50	\$7.50
Caller Identification Name & Number	\$7.50	\$7.95
Continuous Redial	\$3.50	\$3.50
Distinctive Call Alert	\$1.00	\$1.00
Hot Line	\$2.00	\$2.00
Last Call Return	\$3.95	\$4.00
Priority Call	\$3.50	\$3.50
Speed Call - 8	NA	\$4.00
Speed Call - 30	NA	\$9.10
Three-way Calling	\$6.00	\$5.00
Hunting (per line)		\$8.95

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SECTION 5 Long Distance Service Description

5.1 Description of Rates and Charges

5.1.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

5.2 Taxes

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

5.2.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

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SECTION 5 Long Distance Service Description (cont.)**5.3 Service Offerings****5.3.1 AFN Switched Long Distance Service**

AFN Switched Long Distance Service is a usage based direct dialed interexchange service, which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six (6) second increments. All charges are billed monthly in arrears.

5.3.2 AFN Switched Toll-Free Service

AFN Switched Toll-Free Service provides Toll-Free calls to terminating points throughout the state of South Dakota which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll-Free calls are billed to American Fiber Network, Inc.'s Customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

5.3.3 AFN Dedicated Long Distance Service

AFN Dedicated Long Distance Service is a flat rate direct dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Calls are billed in six (6) second increments with an initial call duration of six (6) seconds. All charges are billed monthly in arrears.

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SECTION 5 Long Distance Service Description (cont.)**5.3 Service Offerings, (cont.)****5.3.4 AFN Dedicated Toll Free Service**

AFN Dedicated Toll Free Service provides inbound '800/888' calling to points terminating within the State of South Dakota utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888' calls are billed to the Company's Customers rather than to the originating caller. Calls are billed in six (6) second increments with an initial call duration of eighteen (18) seconds. All charges are billed monthly in arrears.

5.3.5 AFN Advantage Travel Card Service

AFN Travel Card Service is a calling card service that allows Customers to call to and from anywhere in the South Dakota. The caller dials a Toll-Free number plus their identification code for access and then enters the digits of the terminating number. Calls are billed in arrears.

5.3.6 Operator Services

Operator Service rates apply when calls are completed with the assistance of a Company operator. Operator Service rates apply to calls which are billed to a calling card or to a different telephone number (e.g., collect calls, third party billing).

5.3.7 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting Customer. Non-published telephone number information is not provided with Directory Assistance. Two queries are allowed per call.

5.3.8 Reserved for Future Use.

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Robert E. Heath, EVP
American Fiber Network, Inc.
9401 Indian Creek Parkway, Suite 140
Overland Park, KS 66210

Effective: _____

SECTION 5 Long Distance Service Description (cont.)**5.4 Optional Features****5.4.1 Diskette Billing**

Diskette Billing is a software application that gives Customers the ability to view and analyze long distance calls and call patterns, and to view phone bills on-line. Diskette Billing is especially useful for those Customers with a high volume of long distance phone calls.

5.4.2 Direct Termination Overflow (DTO) Dedicated Service With DTO Dedicated Service, Customers can choose to have their dedicated Toll Free service overflow automatically to another dedicated facility of their choosing.

5.4.3 Direct Termination Overflow (DTO) Switched Service With DTO Switched Service, Customers can choose to have their dedicated Toll Free service overflow automatically to a switched line of their choosing.

5.4.4 Premium Reports

The Premium Report Package provides in-depth information regarding calling patterns and includes:

- (a) Standard Reports (including optional)
- (b) Toll Free Summary Data (listing the daily call totals by rate period/cost per toll free number)
- (c) Long Call Summary (listing all calls occurring during a billing cycle that exceed a specified length of time.)
- (d) Frequently Called Summary (listing all ANIs called more than a specified number of times).

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SECTION 5 Long Distance Service Description (cont.)**5.4 Optional Features (cont.)****5.4.5 Toll Free Call Blocking by Area Code**

At the Customer's request, a Toll Free number can be blocked from access by area code parameters. Standard setup of Toll Free numbers is to allow calling access from all fifty states.

5.4.6 Toll Free Real Time Automatic Number Identification (ANI). This feature provides Customers with dedicated T-1 trunks real time ANI information with each Toll Free call received. ANI is provisioned by delivering the outpulsed digits of the originating number.

5.4.7 Toll Free Dialed Number Identification Service (DNIS) This feature provides the Customer with the dialed number identification, or dummy number, of each Toll Free received.

5.4.8 Toll-Free Time of Day/Day of Week Routing

At the Customer's request, a Toll-Free number can be routed differently based on time of day, or day of week parameters. This feature allows for a Toll-Free/888 number to be routed to multiple locations based on the pre-set pattern.

5.4.9 Verified Account Codes

Authorization codes used by the Customer to restrict and/or monitor long distance usage. Upon the Customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at the Customer's request.

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SECTION 5 Long Distance Service Description (cont.)**5.5 Calculation of Distance**

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA

FORMULA:

The square root of:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

5.6 Calculation of Time of Call

Chargeable time begins when the called party answers and a connection has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Calls are measured and billed in one-minute increments; fractional minutes of use are rounded up to the next full minute.

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SECTION 6 Long Distance Rates

6.1 Initial Rates and Charges

6.1.1 AFN Switched Long Distance Service; AFN Switched Toll-Free Service; AFN Advantage Travel Card Service; Operator Services:

Per Minute Rate	Monthly Billing Fee
0.200	\$0.00

Service Charges

Station-to-Station	\$2.50
Person-to-Person	\$5.00

6.1.2 Travel Card Service Rate:

Per Minute Rate	Monthly Billing Fee
0.250	0.00

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SECTION 6 Long Distance Rates (cont.)

6.1 Initial Rates and Charges, (con.t)

6.1.3 Directory Assistance Rates:

\$1.25 per call Long Distance
\$1.20 per call for local

6.2 Promotions

The Company reserves the right, from time to time, to provide promotional offerings. These offerings may include the waiver of non-recurring charges, such as installation charges, and the discounting of the monthly charge for a service, by not more than 15%, over a period of time not to exceed six (6) months. All promotional rates will be filed with the South Dakota Public Utility Commission.

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SECTION 6 Long Distance Rates (cont.)

6.3 Miscellaneous Charges

6.3.1 Restoration of Service

A reconnection charge of \$25.00 shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of this tariff.

6.3.2 Late Payments

A Late Payment Charge of five percent (5%) per annum will apply to each Customer bill when the previous months bill has not been paid in full.

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Overland Park, KS 66210

Effective: _____

EXHIBIT E

BALANCE SHEET OF AMERICAN FIBER NETWORK, INC.

American Fiber Network
Balance Sheet
FOR THE MONTH ENDING December 31, 2005

Assets

Current Assets:

Cash	\$599,305.96
Accounts Receivable	221,330.35
Accounts Receivable, CABS	5,697.04
Allowance for Doubtful Accts	(9,978.00)
Due to/from Affiliate-US1	62,261.80
Prepaid Expenses	186,865.54
Investment in AllCom	247,256.83

Total Current Assets:	1,312,739.52
-----------------------	--------------

Long Term Assets:

Fixed Assets	311,618.72
Accumulated Depreciation	(299,951.49)
Customer List-US1	134,483.14
Accumulated Amortization	(42,584.07)
Intercompany Loan	150,000.00
NR UC Hub	83,000.00
NR American Fiber Net. (NP) AFN Services	

Total Long Term Assets	336,566.30
------------------------	------------

Total Assets	1,649,305.82
---------------------	---------------------

Liabilities & Equity

Liabilities:

Accounts Payable Trade	331,809.54
Accounts Payable	623.56
Accrued Accts Payable	4,310.55
Account Payable-Max-US1	5,139.61
Accrued Interest-US1	131.25
Sales Tax Payable	152,434.45
Commissions Payable	65,498.78
Deferred Revenue	146,739.20
Customer Refunds Payable	(306.09)
Due to Corporate-US1	274,866.72
Intercompany Loan-Mobilepro	333,000.00

Total Liabilities	1,314,247.57
--------------------------	---------------------

Equity

Beginning Retained Earnings	624,825.52
Retained Earnings-US1	(71,387.04)
Retained Earnings-Allcom	32,942.86
Current Income-Loss	1,616,535.30

Total Retained Earnings	2,241,360.82
Capital Stock	100.00
Paid in Capital	85,544.00
Distributions	(1,953,502.39)

Total Equity	335,058.25
Total Liabilities & Equity	1,649,305.82
	=====

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EXHIBIT F

FINANCIAL STATEMENTS OF AMERICAN FIBER NETWORK, INC.

American Fiber Network

For the Nine Months Ending December 31, 2005
INCOME STATEMENT

	October	November	December	2006
Revenues:				
Serv Rev	\$406,749.10	\$442,031.15	\$466,040.96	\$2,231,480.39
Serv Rev - UNEP	43,321.99	42,139.15	42,498.20	268,410.05
Local Billing Service Fees				2,023.31
Local Billing Svc Fee-CLEC	3,663.02	5,441.92	5,099.50	25,496.71
Regulatory Credits	2,711.07	4,350.71	3,793.00	16,705.78
PiccFees	19,513.69	22,642.61	21,765.84	120,771.28
Muni Charges	441.87	590.73	580.93	3,140.27
Port Fees		774.82	970.84	1,744.09
CDR	234,111.25	214,920.89	163,453.24	980,783.90
CDR-Cabs	18,013.04	19,785.41	11,913.18	109,993.43
Late Fees	1,188.52	1,327.71	1,510.55	7,279.74
C-CAN Income	3,080.33	3,268.06	3,582.45	33,258.42
OSC Income	1,727.98	2,320.83	1,074.92	19,853.45
MISC Income	52,739.70	(1,962.45)	5,581.50	87,186.35
Billing Adjustments		(1,358.73)	(2,060.24)	(6,299.38)
Total Revenues	787,261.56	756,272.81	725,804.87	3,901,827.79
Operating Expenses:				
Serv Exp - Resale	214,673.14	363,675.28	453,338.38	1,281,701.68
Serv Exp - UNEP	29,359.66	41,478.58	32,789.11	112,237.61
PiccFees Expense	127.66	132.24	141.40	401.30
Muni Charges Expense	403.60	580.92	879.05	2,319.63
PortFees Expense	767.87	960.00	940.03	2,667.90
CDR Expense	131,470.55	87,249.40	52,753.44	285,063.34
Write-Offs	53.61	249.53	142.71	32,244.22
Commissions	4,150.44	906.30	(1,394.20)	34,802.17
Depreciation		194.30	233.83	1,403.13
Amortization	2,241.00	2,241.00	2,241.00	13,446.00
C-Can Lec Charges				26.00
Oakwood Commissions		37,057.26	36,688.91	73,746.17
Other Commissions	28,090.03	(23,495.88)	(2,323.20)	8,831.05
Misc Expense	47,517.88	8,242.88	3,648.54	62,227.49
Total Operating Expenses	458,855.44	519,471.81	580,079.00	1,911,117.69
Income After Operating Expenses:	328,406.12	236,801.00	145,725.87	1,990,710.10

American Fiber Network

For the Nine Months Ending December 31, 2005
INCOME STATEMENT

	October	November	December	2006
Administrative Expenses:				
ANS SER/VOICE MAIL	126.25		101.03	655.92
ATTORNEY FEES	209.30	546.20	3,251.81	5,525.31
AUTO REPAIRS				32.36
BANK CHARGES	1,888.10	308.33	612.29	4,362.26
CREDIT CARD CHARGES	120.62	1,274.33	1,523.93	5,972.57
CC Chargeback Adjustments		59.76	392.73	570.16
COMPUTER SOFTWARE	4,333.19	87.00	56.98	5,922.17
TAX PROCESSING	982.01	2,196.17	2,000.00	7,151.16
COMPUTER HARDWARE	247.29			1,233.29
COMPUTER TECH SUPPORT	176.38	99.00	5,495.13	7,738.72
CONSULTING	175.00	18,500.00	23,921.00	53,321.00
CONT. ED./SEMINAR				800.00
CONTRIBUTION				150.00
COLLECTION (CREDIT)		269.95		269.95
DATA PROC./PROGRAMMING			99.95	99.95
DONATIONS		50.00		50.00
DUES/SUBSCRIPTIONS	950.00	30.00	175.00	1,405.00
EQUIP INSTALL/REPAIR		91.18	86.02	349.24
EQUIP MAINT. AGREEMENT	523.80	523.80	838.46	3,457.46
FRANCHISE TAX	35.00			(9.00)
AUTO INSURANCE				(222.38)
WORKERS COMP. INS.			449.80	705.20
LIAB./PROP. INSURANCE				400.00
HEALTH INS		5,063.37	1,094.04	7,207.41
INTERNET SERVICE	150.00	561.16	435.04	1,788.35
DENTAL INS/EMPLOYEE		472.68	517.58	990.26
MARKETING/MKT RESEARCH			116.85	116.85
OFFICE RENT	6,988.96	6,836.35	4,036.18	37,347.53
RENT	137.00	87.00	87.00	201.79
OFFICE SUPPLIES	321.41	331.23	2,129.59	6,657.00
OFFICE EQUIP/SERVICE				246.12
POSTAGE/MAIL	2,194.02	2,007.80	4,580.28	15,242.25
PRINTING	150.54	1,582.77	1,167.72	4,934.98
401(K) FEES			750.00	750.00
PAYROLL PROCESSING	377.80	137.53	86.00	601.33
SHIPPING	334.66	160.88	277.40	1,383.62
CELLULAR/PAGER	280.86	387.19	293.82	1,837.01
TELEPHONE/OFFICE			32.77	67.00
TRANSPORATION	936.83	639.11	737.32	4,174.87
LODGING	108.90	101.04	95.70	822.89
MEALS	705.40	224.33	288.88	1,696.31
ENTERTAINMENT				396.25
PAYROLL/SALARIES		62,272.60	73,547.41	135,820.01
CONTRACT LABOR (TEMP)	262.50	8,284.28	1,947.50	10,994.28
FUTA/SUTA		1,963.80	2,885.42	4,849.22

American Fiber Network

For the Nine Months Ending December 31, 2005
 INCOME STATEMENT

	October	November	December	2006
FICA/MEDICARE		4,763.87	5,448.34	10,212.21
PROPERTY TAX/COUNTY		1,136.74		1,136.74
LICENSE/REGISTRATION FEE	60.00	245.44	94.95	6,624.52
FCC & STATE REGULATORY FEES	873.98	123.54	139.04	6,317.44
CORP ANNUAL REPORT	647.00	209.08		906.08
EQUIP LEASE	3,894.56	1,138.92	1,087.97	10,911.14
Total Admin Expenses	28,191.36	122,766.43	140,880.93	374,173.80
Net Profit Before Taxes	300,214.76	114,034.57	4,844.94	1,616,536.30
State Income Taxes				1.00
Net Profit After Taxes	300,214.76	114,034.57	4,844.94	1,616,535.30

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EXHIBIT G

DIALING PARITY PLAN

INTRALATA TOLL DIALING PARITY PLAN

This is the INTRALATA TOLL DIALING PARITY plan of American Fiber Network, Inc.(AFN). The proposed implementation date of this plan shall be August 1, 2006. The exchanges included in this plan are the exchanges covered by Qwest in South Dakota.

When a new customer orders service from AFN, they will be asked who they would prefer as their intraLATA toll provider. If that provider is available in that area, they will be selected as their primary intralata toll provider. Customers will not automatically be given AFN long distance service, however it will be offered.

AFN will utilize the two-PIC method where the customer will be able to select both an intraLATA and interLATA carrier. Again, AFN will offer those services, but the customer will not automatically be provided AFN long distance services.

AFN personnel will be clear to the Customer as to what exactly they are deciding, what the options are, and how they will be billed at the time of ordering. AFN will make its best effort to insure the Customer receives the long distance service that they desire.

This plan will cover intraLATA calling within the five LATAs within the state of South Dakota, which is identified by this number: 640.

PIC change charges will only be charges when changes are made after the initial order. AFN will require a signed LOA (letter of authorization) to change a PIC. In an effort to eliminate slamming, AFN will only change the PIC at the request of the customer.

AFN will comply with all rules and regulations established by the FCC and the South Dakota Public Utility Commission. Access to telephone numbers, directory listings, directory assistance, and operator services will be made available on a nondiscriminatory basis.

EXHIBIT H

Testimony of Robert E. Heath

BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF SOUTH DAKOTA

DOCKET NO.

AMERICAN FIBER
NETWORK, INC.

IN RE: APPLICATION OF AMERICAN
FIBER NETWORK, INC. FOR A
CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY TO
OPERATE AS A RESELLER AND
FACILITIES-BASED COMPETITIVE
LOCAL EXCHANGE CARRIER

PREPARED TESTIMONY OF ROBERT E. HEATH
ON BEHALF OF
AMERICAN FIBER NETWORK, INC.

American Fiber Network, Inc.
9401 Indian Creek Pkwy, St. 140
Overland Park, KS 66210

Telephone: (913) 338-2658
Facsimile: (913) 661-0538

1. Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Robert Heath, and my business address is 9401 Indian Creek Parkway, Suite 140, Overland Park, KS 66210.
2. Q. BY WHOM ARE YOU EMPLOYED?

A. I am employed by American Fiber Network, Inc. ("AFN").
3. Q. WHAT IS YOUR POSITION WITH AFN?

A. I am the Executive Vice President ("EVP").
4. Q. WHAT ARE YOUR JOB RESPONSIBILITIES?

A. My main duties include handling utility commission information requests from all the commissions we deal with. Additionally, responsible for all applications, tariff writing and updating, pricing, interconnection and commercial agreement negotiation, ILEC liaison, business planning, and customer proposal preparation.
5. Q. COULD YOU PLEASE TELL US ABOUT YOUR BACKGROUND?

A. I have over fifteen years of experience in the telecom industry. Prior to joining AFN in September of 1999, I was a principal in a start-up CLEC, Valence Communications Services, Ltd. Previous to that experience, I was owner of Heath Telecom Resources, a Regional Sales Manager in the southwest for Fone America, and a director of Telco and Investor Relations with ITI. I received a B.B.A from Baylor University.

6. Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to present evidence in support of AFN's Application for combined competitive local exchange and interexchange authority by demonstrating that AFN has the ability to provide reliable competitive local exchange services throughout the State of South Dakota in the corresponding exchanges of Qwest, and by demonstrating why the granting of a Certificate of Public Convenience and Necessity to AFN is in the public interest.

7. Q. IS AFN AFFILIATED WITH ANY OTHER COMPANY?

A. AFN is a wholly owned subsidiary of MobilePro Corporation, a public traded company whose symbol is MOBL. MobilePro owns other CLECs by the name of CloseCall American and Affinity Telecom, Inc. Neither of these other subsidiaries is certified or operating in the State of South Dakota.

8. Q. HAS AFN REGISTERED TO DO BUSINESS IN THE STATE OF SOUTH DAKOTA?

A. AFN was issued a Certificate of Authority to transact business in the State of South Dakota on August 23, 2004. A copy of AFN's Certificate of Authority to transact business in the State of South Dakota has been included in AFN's Application for a Certificate of Public Convenience and Necessity under Exhibit B.

9. Q. WHAT IS THE NATURE OF AFN'S OPERATIONS?

A. AFN was organized under the laws of the State of Delaware on March 26, 1991. The Company proposes to offer competitive local exchange telecommunications services throughout the BellSouth service areas. AFN proposes to offer a variety of competitive local exchange services including basic service, custom calling features. The Company proposes to offer resold intrastate, inter and intralata toll services. AFN does not intend to construct facilities. AFN has obtained state and federal regulatory authorization to provide competitive local exchange services throughout the Bell South services areas.

10. Q. PLEASE DESCRIBE THE SERVICES AFN PROPOSES TO OFFER?

A. As described previously, AFN proposes to offer a variety of competitive local exchange services including basic service, custom calling features, and intralata toll services, at rates and terms, which are competitive with other local exchange carriers. AFN will coordinate with BellSouth for the provision of emergency 911 services, directory publication, and directory distribution to local customers. The Company further proposes to offer resold intrastate, inter and intralata toll services as an adjunct to its interstate services. AFN's goal is to provide customers with a comprehensive set of combined local exchange telecommunications at desirable rates, to meet customers' calling needs. AFN will serve local exchange subscribers utilizing incumbent local exchange carrier resold services and facilities-based UNE-P service. The Company will not

construct facilities of its own. We are in negotiations for interconnection with BellSouth. The resulting interconnection agreement will be filed with the Commission pursuant to section 252(e) of the 1996 Telecommunications Act (47 U.S.C. §252(e)) for approval. When approved, Applicant will provide telephone exchange services to residential and commercial customers in South Dakota. We currently project serving less than 1,000 South Dakota subscribers within its first years of intrastate operations, an estimated five percent (5 %) of whom will be commercial subscribers. Commercial and residential local exchange subscribers will be served utilizing existing incumbent facilities. AFN will offer interexchange services exclusively on a resold basis. AFN does not intend to construct facilities, accordingly. The specific competitive local exchange services AFN proposes to offer are more fully described in our local exchange tariff which appears as Exhibit C of the Company's Application for a Certificate of Public Convenience and Necessity.

11. Q. WILL THE COMPANY TARGET A PARTICULAR MARKET?

A. AFN proposes to offer local exchange services primarily to residential customers throughout the state of South Dakota..

12. Q. FROM WHOM DOES AFN OBTAIN ITS LOCAL AND INTRASTATE LONG DISTANCE SERVICES?

A. AFN, as previously stated, will obtain its components to offer local exchange service from the incumbent local exchange carrier, which in most cases will be BellSouth. As for interexchange services, AFN utilizes several underlying carriers across the country. Those carriers include Global Crossing, Qwest, and Wiltel.

13. Q. DOES AFN OWN ANY SWITCHING OR TRANSPORT FACILITIES IN SOUTH DAKOTA?

A. No. AFN does not own switching equipment or transport facilities in South Dakota, nor does it initially plan to purchase switching equipment or transport facilities in South Dakota. AFN will be relying on the technical network capabilities of its underlying carrier(s) for all network and transport facilities in the provision of access and egress for its local and interexchange services.

14. Q. PLEASE DESCRIBE THE COMPANY'S TROUBLE REPORTING PROCEDURES.

A. All service-related problems, including trouble reporting, may be directed to AFN customer service department via the Company's toll-free number, 1-800-864-0583. Immediately upon report of local service trouble, AFN will contact its operations staff to identify the source of the trouble and will coordinate with the incumbent carrier to isolate the trouble and repair. The incumbent carrier will repair the trouble and inform AFN when the trouble has been repaired. The Company will then contact the customer to verify that the service has been restored. AFN service representatives are available from 8:00 a.m. to 7:00 p.m. Central Standard Time. Outside of these hours, an answering service directs the calls to an individual who is on call, thus providing 24/7 customer service.

15. Q. HOW WILL THE COMPANY BILL ITS CUSTOMERS?

A. AFN's local exchange customers will be billed through its own billing system.

16. Q. HOW FREQUENTLY WILL BILLS BE RENDERED TO CUSTOMERS?

A. Bills will be rendered on a monthly basis.

17. Q. HOW ARE BILLING DISPUTES RESOLVED?

A. AFN's customer service department is available to resolve any disputes. Customers may reach the Company's customer service staff via its toll-free telephone number at (800) 864-0583, via facsimile at (913) 661-0583, or by letter and the address listed on the bill. Customers may escalate the dispute to the responsible Company manager, if necessary and may, of course, seek Commission intervention if necessary. AFN's employees embrace a strong customer service orientation that makes meeting customer needs an absolute priority.

18. Q. HOW ARE RATE AND SERVICE INFORMATION REQUESTS PROCESSED?

A. AFN's customer service representatives are prepared to respond to all rate and service information through whatever medium the customer elects to communicate with the Company.

19. Q. HOW ARE OPERATOR-ASSISTED AND DIRECTORY ASSISTANCE CALLS PROCESSED?

A. AFN utilizes the incumbent's operators for local directory assistance and operator assisted calling. IntraLATA operator assisted calling will be handled by our underlying carrier's operator center if the customer utilizes our long distance services. Otherwise, that service will be provided by the carrier the subscriber utilizes.

20. Q. PLEASE DESCRIBE AFN'S PROPOSED SOUTH DAKOTA TARIFFS.
- A. AFN's proposed local exchange tariff establishes the rates, terms and conditions of the Company's service offerings, including specific service requirements established by the South Dakota Public Utility Commission. The Company believes that its services are competitive with similarly situated service providers.
21. Q. DESCRIBE AFN'S ORGANIZATION?
- A. AFN has professional, technical, operational and sales staff. Our professional staff is eminently qualified to support the Company's telecommunications service offerings in each of their respective disciplines, through years of experience in similar positions working with other local telecommunications service providers.
22. Q. HOW DOES AFN MARKET AND SELL ITS SERVICES?
- A. AFN markets its services through established direct marketing relationships with business and trade groups as well as direct sales by its employees. AFN does not currently perform any telemarketing to acquire its customers.
23. Q. DESCRIBE AFN'S INDUSTRY EXPERIENCE.
- A. In support of AFN's managerial ability to provide services herein, AFN submitted a description of the background and experience of its current management team with the Commission as Exhibit E to the Application in this proceeding. Also, my qualifications and experience are set forth in question 5 of this testimony.

24. Q. DESCRIBE AFN'S FINANCIAL ABILITY TO SERVE AS A RESALE PROVIDER OF TELECOMMUNICATIONS SERVICES IN SOUTH DAKOTA?

A. AFN's financial statements have been submitted to the Commission with its application as Exhibit D. The Company's financial position clearly demonstrates the Company's ability support its operations and serve the public in the State of South Dakota. The Company is fully funded and requires no external funding. As a provider of local services and reseller of telecommunications services, AFN's liabilities to its underlying carriers are incurred upon the rendering of service. AFN does not plan to construct facilities. The Company will, therefore, require no additional capitalization nor resource expenditure to expand its operations in South Dakota.

25. Q. WHERE IS AFN CURRENTLY AUTHORIZED TO PROVIDE SERVICE?

A. AFN has the authority to operate in California, Oregon, Washington, Idaho, Nevada, Montana, Utah, New Mexico, Colorado, Nebraska, Kansas, Oklahoma, Texas, Missouri, Iowa, Wisconsin, Illinois, Alabama, Georgia, Florida, South Carolina, North Carolina, Virginia, Michigan, Indiana, Ohio, Pennsylvania, New York, Connecticut, Massachusetts, Maryland, New Jersey, Kentucky, Tennessee, Louisiana, Minnesota, and Hawaii.

26. Q. HOW WILL GRANTING AFN'S CERTIFICATE AFFECT THE AVAILABILITY OF AFFORDABLE LOCAL EXCHANGE SERVICE?

A. By granting AFN's certificate, the Commission will be fostering greater competition in the local exchange telecommunications services markets. With additional competition, existing providers will strive to offer services at the lowest rates and most innovative features possible to attract new customers and retain existing customer bases.

27. Q. HOW WILL SOUTH DAKOTA CONSUMERS BENEFIT FROM AFN'S SERVICES?

A. AFN's proposed services will allow customers to obtain very competitive services and rates. Customers will benefit from AFN's industry experience and innovative service offerings and billing options. Additionally, an increase in the traffic generated through the provision of the Company's proposed intrastate services over existing facilities will help improve the efficiency of those facilities and reduce the underlying carrier's costs in provisioning such services. And the State of South Dakota will realize an increase in tax revenue. I believe that AFN will operate as the very type of responsible, solid local exchange carrier that the Commission wishes to enter the State of South Dakota.

28. Q. DOES THAT CONCLUDE YOUR TESTIMONY?

A. Yes, it does. Thank you.

VERIFICATION

VERIFICATION

County of Dallas)
) s/s
State of Texas)

I, Robert E. Heath, being first duly sworn, depose and state that I am an authorized representative of American Fiber Network, Inc., the Applicant in the subject proceeding; that I am authorized to make this verification on behalf of American Fiber Network, Inc.; that I have read the foregoing application and exhibits and know the content thereof; that the same are true and correct to the best of my knowledge, information, and belief.

Executed on this 25 th day of July, 2006.

By: [Signature]
Name: Robert E. Heath
Title: EVP for American Fiber Network, Inc.
Company: American Fiber Network, Inc.

Subscribed to and sworn before me this 25 th day of July, 2006.

[Signature]
Notary Public

My Commission expires on 1/24/09

