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PROFESSIONAL CORPORATION

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RACHEL M. CRAIG
BRIAN T. MCCARTNEY
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FILED

MAY 17 2000

Missouri Public
Service Commission

May 17, 2000

TA-2000-765

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Re: In the Matter of the application of First Fiber Corporation and Fiber Four Corporation to grant First Fiber Corporation a certificate of service authority to provide interexchange and local exchange telecommunications services and for authority to transfer a portion of the assets of Fiber Four Corporation used to provide service to customers of Iamo Long Distance to First Fiber Corporation d/b/a Iamo Long Distance.

Dear Mr. Roberts:

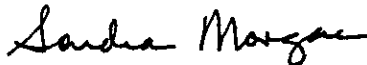
Enclosed please find the original plus eight (8) copies of Joint Application for filing on behalf of applicants in the above referenced matter. Please bring this matter to the attention of the appropriate Commission personnel. A copy of this filing is being sent to the Office of Public Counsel.

Thank you for your attention to this matter.

Very truly yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:



Sondra B. Morgan

SBM/k

Enclosures

cc: Office of Public Counsel
Nathan Williams - PSC

200001054

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED³
MAY 17 2000

Missouri Public
Service Commission

In the matter of the application of)
First Fiber Corporation and)
Fiber Four Corporation to grant)
First Fiber Corporation a)
certificate of service authority)
to provide interexchange and local)
exchange telecommunications)
services and for authority to transfer)
a portion of the assets of Fiber Four)
Corporation used to provide service)
to customers of Iamo Long Distance)
to First Fiber Corporation d/b/a)
Iamo Long Distance.)

Case No. TA-2000-765

JOINT APPLICATION

First Fiber Corporation ("First Fiber"), an Iowa corporation, files this verified application requesting that the Missouri Public Service Commission ("Commission") issue an order that:

(a) grants First Fiber a Certificate of Service Authority to provide interexchange and local exchange telecommunications services pursuant to Chapter 392 of the Missouri Revised Statutes;

(b) designates First Fiber and the interexchange telecommunications services to be provided by First Fiber as competitive telecommunications services; and

(c) waives certain Commission rules and statutory provisions pursuant to Section 392.420, RSMo Supp. 1999, in relation to First Fiber's provision of interexchange telecommunications services.

In addition, Fiber Four Corporation ("FFC"), a Missouri corporation, joins in the application of First Fiber (collectively, the "Applicants") in requesting that the Commission issue an order that:

(a) grants Applicants authority to transfer a portion of the assets of Fiber Four Corporation (as described in the attached Asset Purchase Agreement to include the name "Iamo Long Distance" ("ILD"), the customers of ILD, and ILD's associated billed revenues and receivables) to First Fiber Corporation pursuant to

2

Section 392.300, RSMo 1994; and

(b) simultaneously cancels the certificate of authority and existing tariff of FFC d/b/a ILD, granted by the Commission in PSC Case No. TA-2000-25, and approves the new tariff of First Fiber d/b/a ILD filed with this Joint Application.

I. APPLICATION OF FIRST FIBER FOR INTEREXCHANGE AUTHORITY

In support of its request, First Fiber states:

1. First Fiber is an Iowa corporation with its principal office and place of business at 104 Crooks Street, P.O. Box 368, Coin, Iowa 51636. A copy of First Fiber's Articles of Incorporation and a Certificate of Authority to do Business in Missouri are marked as Appendix A and attached hereto as if more fully incorporated herein.

2. Because the Missouri Secretary of State requires that FFC cancel its registration of the fictitious name "Iamo Long Distance" prior to or simultaneously with First Fiber's registration of the same name, and because FFC needs to use the fictitious name "Iamo Long Distance" until the transfer of assets is complete, Applicants cannot transfer the registration of the fictitious name "Iamo Long Distance" from FFC to First Fiber until the Commission has approved the transfer of assets requested in this application. Thus, Applicants will transfer the registration of the fictitious name "Iamo Long Distance," from FFC to First Fiber upon approval of this application and will provide the Commission with a copy of said transferred registration at that time.

3. All communications, notices, orders and decisions respecting this Application and proceeding should be addressed to:

W.R. England, III, Esq.
Sondra B. Morgan, Esq.
Brydon, Swearingen & England, P.C.
312 East Capitol Street
P.O. Box 456
Jefferson City, Missouri 65102
(573) 635-7166
(573) 735-0427 fax

Kathryn Faircloth, President
First Fiber Corporation d/b/a Iamo Long Distance
104 Crooks Street, P.O. Box 368
Coin, Iowa 51636
(712) 583-3232
(712) 583-3202 fax

Evan Copsey, Vice President
Fiber Four Corporation
208 Ash, P.O. Box 112
Maitland, Missouri 64466
(660) 935-2211
(660) 935-2213 fax

4. First Fiber d/b/a ILD proposes to resell one plus (1+) interexchange telecommunications services and associated operator and directory assistance services to business and residential customers in the Missouri exchanges of Westboro, Elmo, Clearmont and Burlington Junction. First Fiber d/b/a ILD will utilize its own facilities, or purchase for resale, the services or facilities of other carriers in order to provide the services sought to be provided.

5. First Fiber d/b/a ILD proposes to provide service under the same rates, terms and conditions as currently provided and as the Commission approved in the tariff filed for Fiber Four d/b/a ILD in PSC Case No. TA-2000-25. A copy of this tariff, imposing the same rules and

regulations as approved in the above-referenced cases, substituting the name "First Fiber Corporation d/b/a Iamo Long Distance" in each instance that "Fiber Four Corporation d/b/a Iamo Long Distance" was stated in the previously approved tariff is attached hereto and incorporated by reference as Appendix B. First Fiber states that it does not have any pending or final judgments or decisions against it from any state or federal agency which involve customer service or rates.

6. First Fiber d/b/a ILD requests that the company and the interexchange telecommunications services it proposes to provide under this application be classified as competitive. First Fiber believes that its proposed interexchange telecommunications services will be subject to sufficient competition to justify a lesser degree of regulation. Granting of this application will allow greater price and service options for telephone users.

7. First Fiber d/b/a ILD also requests, pursuant to Section 392.420, RSMO 1994, that the Commission waive the application of the following rules and statutory provisions as they relate to the regulation of the interexchange telecommunications services of First Fiber d/b/a ILD:

§392.240(1)	Rates-reasonable average return on investment.
§392.270	Property valuation.
§392.280	Depreciation rates.
§392.290	Issuance of stocks and bonds.
§392.310	Issuance of stocks and bonds.
§392.320	Issuance of stocks and bonds.
§392.330	Issuance of stocks and bonds.
§392.340	Reorganization.
4 CSR 240-10.020	Income on depreciation fund investments.
4 CSR 240-30.010(2)(C)	Posting exchange rates at central offices.

4 CSR 240-30.040	Uniform System of Accounts.
4 CSR 240-32.030(4)(C)	Exchange boundary maps.
4 CSR 240-32.030(4)(A)2	Record of access lines.
4 CSR 240-32.030(2)	In-state record keeping.
4 CSR 240-32.050(3-6)	Telephone directories.
4 CSR 240-32.070(4)	Coin telephones.
4 CSR 240-33.030	Inform customers of lowest priced service.
4 CSR 240-33.040(5)	Finance fee.

It is First Fiber's understanding that the above-referenced rules and statutory provisions have typically been waived for other interexchange carriers in prior cases.

8. The interexchange services provided by First Fiber d/b/a ILD will be performed by First Fiber or by independent contractors, agents or employees of First Fiber. For example, billing & collection and billing inquiry services will be performed by the Iamo Telephone Company, or they will be provided under contractual agreements between ILD and independent contractors, including other telecommunications companies. First Fiber d/b/a ILD will compensate its independent contractors or local exchange carriers fully for all services provided on First Fiber's behalf.

9. First Fiber's parent company, Iamo Telephone Company, has extensive experience in providing reliable and affordable telecommunications services to the public in the State of Missouri. As a result, First Fiber d/b/a ILD will have available to it the technical expertise to provide interexchange telecommunications services that meet or exceed all service standards established by the Commission.

10. The Commission has found that the interexchange market which First Fiber d/b/a ILD seeks to enter is sufficiently competitive so as to justify a lesser degree of regulation. In Re Classification of Service Provided by Interexchange Telecommunications Carrier within the State

of Missouri, Case No. TO-88-142, Report and Order (effective October 16, 1989) at pp. 19-20.

Expeditious grant of the instant Application will increase the competition in the provision of interexchange services, consistent with the Commission's policies, and increase the variety and number of interexchange telecommunications providers and services available to users.

Accordingly, First Fiber's proposed operations are in the public interest.

II. JOINT APPLICATION OF FIRST FIBER AND FFC FOR TRANSFER OF ASSETS

11. Paragraphs numbered one through eleven (1-10) are hereby incorporated by reference herein.

12. FFC is a Missouri corporation with its principal office and place of business at 107 Opp Street, Rock Port, Missouri 64482. Copies of FFC's Articles of Incorporation and Certificate of Corporate Good Standing from the Missouri Secretary of State and a list of FFC's current officers and directors were previously filed with the Commission in PSC Case No. TA-2000-25 and are incorporated by reference herein. In addition to the private line services offered by FFC pursuant to its authority granted in Case No. TA-96-376, FFC currently resells interexchange telecommunications services under the following four trade names: (1) Fiber Four Corporation d/b/a Rock Port Long Distance; (2) Fiber Four Corporation d/b/a Iamo Telephone Long Distance; (3) Fiber Four Corporation d/b/a Holway Long Distance; and (4) Fiber Four Corporation d/b/a KLM Long Distance. A copy of FFC's registration of the fictitious name "Iamo Long Distance" was previously filed with the Commission in PSC Case No. TA-2000-25 and is incorporated by reference herein.

13. FFC d/b/a ILD currently provides long distance service to local exchange customers of Iamo Telephone Company in the Missouri exchanges of Westboro, Elmo,

Clearmont and Burlington Junction. If this application is approved, FFC d/b/a ILD will discontinue service in those exchanges and First Fiber d/b/a ILD will assume the provision of service to those exchanges. Customers should not experience any disruption in service, nor will they experience any change in the nature and quality of the services provided. First Fiber will notify its customers that it will assume the provision of the interexchange service currently provided by Fiber Four Corporation by means of a separate notice included in each customer's bill. A draft of this notice is attached as Appendix C and is incorporated by reference herein.

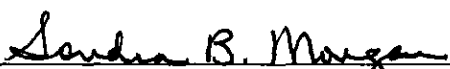
14. In order to effectuate this transfer of service from FFC d/b/a ILD to First Fiber d/b/a ILD, Applicants request authority to transfer a portion of the assets associated with FFC d/b/a ILD, including the name "Iamo Long Distance", the customers of ILD, and ILD's associated billed revenues and receivables, to First Fiber d/b/a ILD.¹ This partial transfer of assets will be accomplished through an Asset Purchase Agreement, which has been approved by the respective boards of directors of FFC and First Fiber. The agreement with the director approvals is attached as Appendix D and is incorporated by reference herein. This proposed transfer of assets should not have any impact on the tax revenues of the political subdivisions in which the structures, facilities, and equipment of this company are located.

15. If the Commission does not believe it is necessary for it to authorize the transfer of assets from one competitive company from another, please consider the Joint Application, paragraphs 10-14, as informational only.

¹Other assets of FFC which may currently be used by FFC in providing service to ILD customers will remain the assets of Fiber Four Corporation after the transfer. Thus, only a portion of FFC's total assets will be transferred.

WHEREFORE, Applicants respectfully request that the Commission grant First Fiber d/b/a ILD a certificate of service authority to provide intrastate interexchange and local exchange telecommunications services to the public in the State of Missouri. If the Commission grants First Fiber d/b/a ILD local exchange authority, such authority will be limited to the provisioning of dedicated, non-switched local exchange private line services. Applicants also request that the Commission classify the company and the interexchange telecommunications services that First Fiber d/b/a ILD proposes to provide as competitive. Applicants further request that the Commission approve the transfer of the assets associated with FFC d/b/a ILD as described herein to First Fiber d/b/a ILD, and simultaneously cancel the certificate of service authority and tariff of FFC d/b/a ILD and approve the tariff of First Fiber d/b/a ILD. Finally, applicants request that the Commission grant First Fiber d/b/a ILD a waiver of the above-referenced rules and statutory provisions as they pertain to the interexchange telecommunications services.

Respectfully submitted,



W.R. England, III Mo Bar#23975
Sondra B. Morgan Mo Bar #35482
Brydon, Swearngen & England P.C.
312 East Capitol Avenue
P. O. Box 456
Jefferson City, MO 65102-0456
(573) 635-7166

Attorneys for FIRST FIBER CORPORATION d/b/a
IAMO LONG DISTANCE and FIBER FOUR
CORPORATION

VERIFICATION

STATE OF Missouri)
) ss.
COUNTY OF Nodaway)

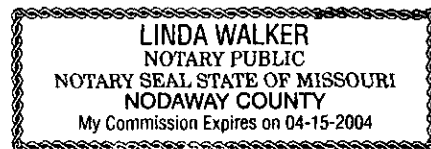
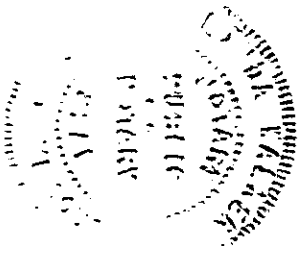
Kathryn Faircloth, having been duly sworn upon her oath, states that she is Manager of First Fiber Corporation d/b/a Iamo Long Distance, Applicant herein, and as such, is duly authorized to execute said Application and to make this affidavit on its behalf; that the matters and things stated in the foregoing Application and exhibits thereto are true and correct to the best of her information, knowledge and belief.

Kathryn Faircloth
Kathryn Faircloth

Subscribed and sworn to before me, a notary public, on this 5 day of May, 2000.

Linda Walker
Notary Public

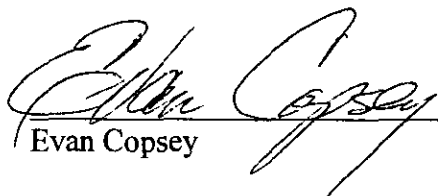
My Commission expires: 4-15-2004



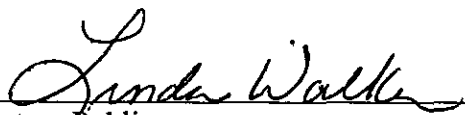
VERIFICATION

STATE OF Missouri)
) ss.
COUNTY OF Nodaway)

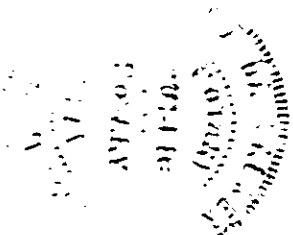
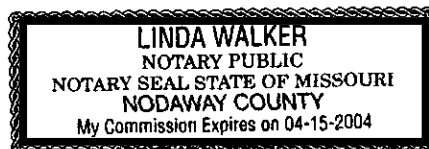
Evan Copsey, having been duly sworn upon his oath, states that he is Vice President of Fiber Four Corporation, Applicant herein, and as such, is duly authorized to execute said Application and to make this affidavit on its behalf; that the matters and things stated in the foregoing Application and exhibits thereto are true and correct to the best of his information, knowledge and belief.


Evan Copsey

Subscribed and sworn to before me, a notary public, on this 05 day of May, 2000.


Notary Public

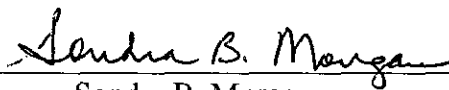
My Commission expires: 4-15-2004



Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing documents was mailed, United States Mail, postage prepaid, this 17th day of May, 2000, to the following:

Michael Dandino
Office of Public Counsel
Truman State Office Building
301 W. Main
Jefferson city, MO 65102



Sondra B. Morgan

Appendix A

**Articles of Incorporation
and Certificate of Authority to do Business in Missouri
First Fiber Corporation**

No. F00429698

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF CORPORATE RECORDS

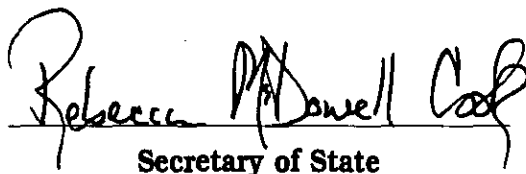
FIRST FIBER CORPORATION

using in Missouri the name

FIRST FIBER CORPORATION

I, REBECCA McDOWELL COOK, Secretary of State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 26th day of APRIL, 2000.


Secretary of State



STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

WHEREAS,
FIRST FIBER CORPORATION

USING IN MISSOURI THE NAME
FIRST FIBER CORPORATION

HAS COMPLIED WITH THE GENERAL AND BUSINESS CORPORATION LAW WHICH GOVERNS FOREIGN CORPORATIONS; BY FILING IN THE OFFICE OF THE SECRETARY OF STATE OF MISSOURI AUTHENTICATED EVIDENCE OF ITS INCORPORATION AND GOOD STANDING UNDER THE LAWS OF THE STATE OF IOWA.

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT SAID CORPORATION IS FROM THIS DATE DULY AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE, AND IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED TO FOREIGN CORPORATIONS UNDER THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 5TH DAY OF AUGUST, 1996.



Rebecca McDowell Cook
Secretary of State

\$155.00



State of Missouri

Judith K. Moriarty, Secretary of State
P.O. Box 778, Jefferson City, Mo. 65102

Corporation Division **FILED**

AND CERTIFICATE OF
AUTHORITY ISSUED

Application for Foreign Corporation For a Certificate of Authority

AUG 05 1996

(Submit in duplicate with filing fee of \$150.00)

(1) The corporation's name is First Fiber Corporation
and it is organized and existing under the laws of Iowa

Frances McDowell Cook
SECRETARY OF STATE

(2) The name it will use in Missouri is First Fiber Corporation

(3) The date of its incorporation was July 3, 1996 and the period of its duration is perpetual
month/day/year

(4) The address of its principal place of business 304 Crooks Street, Coin, IA 51636
Address City/State/Zip

(5) The name and address of its registered agent and office in the State of Missouri is
Marc E. Sill 424 Lisa Lane Maryville, Missouri 64468
Name Address City/State/Zip

(6) The specific purpose(s) of its business in Missouri are:
Telecommunications

(7) The name of its officers and directors and their business addresses are as follows:

(Officers)	Name	Address	City/State/Zip
Chm. of the Board	Larry Jones	304 Crooks Street	Coin, IA 51636
President	Marc E. Sill	"	"
Vice President	Merlin Swanson	"	"
Secretary	Wilber Lang	"	"
Treasurer	Donnie Lee McCoy	"	"

(Board of Directors)

Director	Larry Jones	"	"
Director	Marc E. Sill	"	"
Director	Merlin Swanson	"	"
Director	Wilber Lang	"	"
Director	Donnie Lee McCoy	"	"

(8) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: _____

(Date may not be more than 90 days after the filing date in this office)

In affirmation thereof, the facts stated above are true.

Marc E. Sill President July 9, 1996
(Authorized signature of officer or chairman of the board) (Title) (Date of Signature)

Note: You must have a current certificate of good standing or certificate of existence with this application. This may be obtained from the Secretary of State or other authority that issues corporate charters.

IOWA

No. 00075746
Date: 07/09/1996

SECRETARY OF STATE

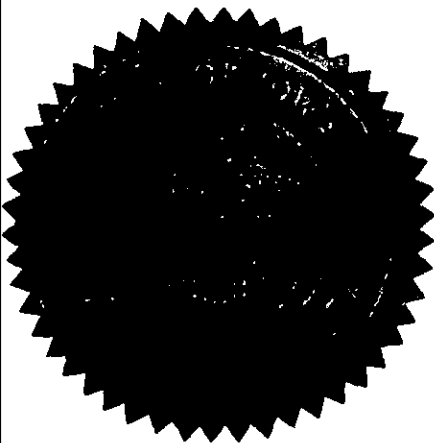
490 DP-000197221
BARBARA A KECK
DAVIS BROWN ET AL

DES MOINES, IA 50309

CERTIFICATE OF EXISTENCE

Name: FIRST FIBER CORPORATION
Begin date: 19960703
Expiration: PERPETUAL

I, PAUL D. PATE, secretary of state of the state of Iowa, custodian of the records of incorporations, certify that the corporation named on this certificate is in existence and was duly incorporated under the laws of Iowa on the date printed above, that all fees required by the Iowa business corporation act have been paid by the corporation, that the most recent annual corporate report has been filed by the secretary of state, and that articles of dissolution have not been filed.



Paul D. Pate

SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
FIRST FIBER CORPORATION

RECEIVED
JUL - 3 1996
SECRETARY OF STATE

TO THE SECRETARY OF STATE
OF THE STATE OF IOWA:

Pursuant to Section 202 of the Iowa Business Corporation Act, each of the undersigned as an incorporator adopts the following articles of incorporation for the corporation:

ARTICLE 1

NAME

The name of the corporation is **First Fiber Corporation** (the "Corporation").

ARTICLE 2

SHARES

The number of shares the Corporation is authorized to issue is one thousand (1,000) shares common stock with no par value.

ARTICLE 3

INITIAL REGISTERED AGENT AND REGISTERED OFFICE

The street address of the Corporation's initial registered office in Iowa is 304 Crooks Street, Coin, Page County, Iowa 51636, and the name of its registered agent at that office is Marc E. Sill.

ARTICLE 4

DIRECTORS

The number of directors shall be the number specified in or fixed in accordance with the bylaws. The board of directors shall have power to fix or change the number of directors unless

the shareholders, in amending or repealing the bylaws, provide expressly that the board of directors shall not amend or repeal the bylaw establishing the number of directors. The name and address of each individual who is to serve as an initial director of the Corporation are:

Larry Jones
304 Crooks Street
Coin, IA 51636

Marc E. Sill
304 Crooks Street
Coin, IA 51636

Merlin Swanson
304 Crooks Street
Coin, IA 51636

ARTICLE 5

NON-LIABILITY AND INDEMNIFICATION

A. A director of this Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) for a transaction from which the director derived an improper personal benefit, or (iv) under Section 833 of the Iowa Business Corporation Act (or any similar provision of any subsequent law enacted in Iowa). If the law of the Corporation's state of incorporation is hereafter changed to permit further elimination or limitation of the liability of directors for monetary damages to the Corporation or its shareholders, then the liability of a director of this Corporation shall be eliminated or limited to the fullest extent then permitted.

B. Each individual who is or was a director of the Corporation (and the heirs, executors, personal representatives or administrators of such individual) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director of the Corporation or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise ("Indemnitee"), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition to the indemnification conferred in this Article, the Indemnitee shall also be entitled to have paid directly by the Corporation the expenses reasonably incurred in defending any such proceeding against such Indemnitee in advance of its final disposition, to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended. The right to indemnification conferred in this Article shall be a contract right.

C. The Corporation may, by action of the board of directors, provide indemnification to such of the officers, employees and agents of the Corporation to such extent and to such effect as the board of directors shall determine to be appropriate and authorized by applicable law.

D. The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the articles of incorporation or bylaws of the Corporation, agreement, vote of shareholders or disinterested directors, or otherwise.

E. Any repeal or amendment of this Article by the shareholders of the Corporation shall not adversely affect any right or protection of a director or officer existing at the time of such repeal or amendment.

ARTICLE 6

PREEMPTIVE RIGHT

No holder of any shares of the stock of the Corporation of any class shall have any preemptive right to purchase, subscribe for, or otherwise acquire any shares of stock of the Corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares.

ARTICLE 7

INCORPORATOR

The name and address of the incorporator are:

Michael G. Kulik
666 Walnut Street, Suite 2500
Des Moines, IA 50309

Dated this 3rd day of July, 1996.



Michael G. Kulik, Incorporator

Appendix B

**Proposed Tariff
First Fiber Corporation d/b/a
Iamo Long Distance**

Appendix C

Draft Customer Notice

IAMO LONG DISTANCE

In an effort to better serve our customers, we have transferred our long distance service from Fiber Four d/b/a Long Distance to First Fiber Long Distance, effective _____ . We will continue to offer long distance service within and between states, as well as other toll services, such as calling (travel) cards. The transfer of your long distance service between these entities will not involve any charges to you, or changes in your service.

Our transfer between long distance companies is mainly due to the interpretation of the Federal Telecommunications Act of 1996, and related Orders from the Missouri Public Service Commission. One of the most recent orders involved the customer's choice in carriers for all long distance services. At that time, August 22, 1999 we became your long distance carrier as Fiber Four d/b/a Iamo Long Distance.

Please note that as your long distance carrier, we have information regarding your toll service, and as allowed under Federal rules, we can use your customer proprietary information to market our other services. However, if you do not want us to contact you, as we develop and market services, other than long distance, please either send us a letter or call us at 888-582-3232.

We want to take this opportunity to thank you for choosing us to provide your long distance service. Our commitment to our value customers is to provide services that enhance your telecommunications needs.

Sincerely yours,

Iamo Long Distance

Appendix D

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2000, by and between Fiber Four Corporation ("Seller"), a Missouri corporation, and First Fiber Corporation, an Iowa corporation ("Purchaser").

Recitals

A. Seller owns and operates a telecommunications company known as "Fiber Four Corporation d/b/a Iamo Long Distance" which resells long distance telecommunications services to end-users in the Missouri exchanges of Westboro, Elmo, Clearmont and Burlington Junction under the name "Iamo Long Distance" (hereinafter, the "Business").

B. Pursuant to the terms and conditions hereinafter set forth, Purchaser desires to purchase the Business from the Seller, and Seller desires to sell the Business to the Purchaser.

Now, Therefore, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) "Purchased Assets" means the specific assets of Seller set forth below:
- (1) the right to provide service to all of Seller's telecommunications customers currently receiving service from Fiber Four Corporation d/b/a Iamo Long Distance, including the names identified to both the Purchaser and Seller as listed in Schedule 1.01(a) but excluding Excluded Customers as defined below, with telecommunications services, and to provide ancillary services to, or related to, such Customers, including without limitation, billing and collection;
 - (2) the right to receive payments from or in respect of the Customers;
 - (3) the right to provide customer service to the Customers;
 - (4) the exclusive right, title and interest in and to the name "Iamo Long Distance" to be used by Purchaser to the extent required to conduct customer service and billing activities; and
 - (5) all accounts receivable of Seller attributable to the customers listed on Schedule 1.01(a) at the Effective Date and billed after that date to and through the Closing Date (as defined herein).
- (b) "Closing Date" means _____, 2000, at _____ o'clock ____ .m. or such other date and time as Purchaser and Seller may mutually agree.

(c) "Effective Date" means the date on which the transfer is made effective by the Missouri Public Service Commission.

(d) "Excluded Assets" means all the remaining assets owned by Seller other than the Purchased Assets. These excluded assets shall not be subject to purchase by Purchaser hereunder but shall remain the sole property of Seller.

(e) "Customers" means those customers of Iamo Telephone Company in the Westboro, Elmo, Clearmont and Burlington Junction exchanges who receive interexchange telecommunications services from Fiber Four Corporation d/b/a "Iamo Long Distance."

(f) "Excluded Customers" means all other customers of Fiber Four Corporation, including those receiving interexchange telecommunications services from Fiber Four Corporation under the names Rock Port Long Distance, Holway Long Distance, and KLM Long Distance.

(g) "Governmental Authority" means any federal, national, state, regional, local or foreign governmental authority or regulatory body, any subdivision, agency, commission or authority thereof, or any quasi-governmental or private body exercising any regulatory authority thereunder and any person directly or indirectly owned by and subject to the control of any of the foregoing, or any court, arbitrator or other judicial or quasi-judicial tribunal.

Article II TERMS OF SALE

2.01 Sale of Purchased Assets. On the terms and subject to the conditions contained in this Agreement, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of any and all liabilities, liens, claims, restrictions or encumbrances of any kind whatsoever (other than the "Assumed Liabilities," as defined herein), and Purchaser shall purchase, receive and accept from Seller, as they exist on the Effective Date, all of the right, title and interest that Seller possesses and has the right to transfer in and to all the Purchased Assets. The Excluded Assets are specifically excluded from this Agreement and shall not be sold hereunder.

2.02 Assignment of Name. On the Closing Date, Seller shall assign to Purchaser all of Seller's right, title and interest in and to the name "Iamo Long Distance." Immediately after the Closing Date, Seller agrees to file such documents with the Missouri Secretary of State and take such further action as is necessary to transfer such name to Purchaser.

2.03 Assignment of Contracts. As of the Closing Date, Seller shall assign to Purchaser all of Seller's rights and interests in any and all contracts necessary and incidental to the provision of service to the Customers.

2.04 Consideration. As of the Closing Date, Purchaser will pay to Seller \$10.00 and other good and valuable consideration for the assignment and transfer of the Purchased Assets, which includes, but is not limited to, the assumption of the Assumed Liabilities.

2.05 Assumption of Liabilities. From and after the Effective Date, Purchaser will (i) assume all obligations of Seller to provide telecommunications services and ancillary services (including customer service) to Customers from and after the Effective Date and (ii) assume and agree to pay and discharge when due any indebtedness of Seller related to the Purchased Assets (collectively, the "Assumed Liabilities").

2.06 Regulatory Approvals. The sale of the Purchased Assets is contingent on the parties receiving all necessary regulatory approvals from the Federal Communications Commission and the Missouri Public Service Commission for the transfer of the Purchased Assets.

Article III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

3.01 Corporate Organization. Seller is a corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri with all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as it is now being conducted.

3.02 Authorization. This Agreement and the consummation of the transactions contemplated hereby have been duly and validly approved by all corporate action required of Seller to consummate the transactions hereby contemplated. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, except as enforceability may be limited by law.

3.03 Corporate Records. Seller's Articles of Incorporation and Bylaws are in full force and effect, and Seller is not in violation of any of the provisions thereof.

3.04 Purchased Assets. Seller is the lawful owner of or has the right to use and transfer to Purchaser each of the Purchased Assets. The Purchased Assets are free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims of any kind, except for any liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances or claims held by Purchaser or any of its affiliates. There are no outstanding agreements, options or commitments of any nature obligating Seller to transfer any of the Purchased Assets to any party.

3.05 Consents and Approvals. All consents, notices and filings required to be obtained or given by or on behalf of Seller before consummation of the transactions contemplated by this Agreement in compliance with all applicable laws, rules, regulations, orders or governmental or other agency directives of Governmental Authorities, or the provisions of any document binding upon Seller are set forth on Schedule 3.05 and all such consents or approvals shall be duly obtained and in full force and effect on the Closing Date.

3.06 Intellectual Property. Seller owns or has a valid and binding license with respect to or otherwise has the full right to use the corporate name "Iamo Long Distance." To the best of Seller's knowledge, no claims have been asserted against Seller either by any person with respect to the use of such name or challenging or questioning the validity or effectiveness of any license or agreement, and to the knowledge of Seller, there is no basis for any such claim; and to the knowledge of Seller the use of such name by Seller does not infringe on the rights of any person.

3.07 No Other Names. Seller has not operated the Business under any names other than "Iamo Long Distance" or "ILD."

3.08 Disclosure. Neither this Agreement nor any statement, schedule, list or certificate furnished, or to be furnished, to Purchaser pursuant hereto or in connection with this Agreement or any of the transactions hereby contemplated contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary in order to make the statements contained herein, in light of the circumstances in which they are made, not misleading. At the date hereof, Seller is not aware of, and at the Closing Date Seller will not be aware of, any facts or circumstances material to the Purchased Assets not disclosed to Purchaser which should be disclosed to Purchaser in order to make any of the statements, representations or warranties made on the part of Seller herein or the schedules furnished by Seller in connection herewith, not misleading.

Article IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

4.01 Corporate Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Iowa with all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

4.02 Authorization. Purchaser has the necessary corporate power and authority to enter into this Agreement and this Agreement has been duly authorized by its board of directors and shareholders. This Agreement is a legal, valid and binding obligation of Purchaser.

4.03 No Violation. Neither the execution and delivery of this Agreement by Purchaser, the performance by Purchaser of its obligations hereunder nor the consummation by it of the

transactions contemplated hereby will (i) violate any provision of the Articles of Incorporation or Bylaws of Purchaser, or (ii) to the best knowledge of Purchaser, violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which Purchaser is subject.

4.04 Title to Purchased Assets. Title to and risk of loss, destruction or damage to the Purchased Assets shall pass to Purchaser immediately after the close of business on the Closing Date.

Article V ADDITIONAL COVENANTS

5.01 Closing Documents.

- (a) On the Closing Date, Seller shall deliver the following to Purchaser:
 - (i) duly executed Bill of Sale and Assignment Agreement ("Bill of Sale") conveying the Assets to Purchaser;
 - (ii) all books and records of Seller with respect to the Business, except those identified as Excluded Assets; and
 - (iii) certified resolution of the board of directors of Seller authorizing this Agreement and the transactions contemplated hereby.

- (b) On the Closing Date, Purchaser shall deliver the following to Seller:
 - (i) certified resolution of the board of directors of Purchaser authorizing this Agreement and the transactions contemplated hereby.
 - (ii) the consideration referenced in section 2.04 herein.

5.02 The Closing. The consummation of the transactions contemplated by this Agreement shall occur on the Closing Date at the offices of Brydon, Swearengen & England, at 312 East Capitol Avenue, Jefferson City, Missouri 65102, or such other place as Purchaser and Seller may mutually agree. At the Closing, Seller shall convey, transfer, assign, sell and deliver to Purchaser the Purchased Assets as of the Effective Date.

5.03 Indemnity. Except as described below, Purchaser agrees to indemnify, defend and hold harmless Seller, its officers, directors, agents and affiliates from and against any and all claims, damages, actions, judgments, costs and expenses (including without limitation, reasonable attorneys fees and court costs) of whatsoever nature arising out of or in connection with events or occurrences relating to the Purchased Assets taking place prior to or after the close of business on the Closing Date. Seller agrees to indemnify, defend and hold harmless Purchaser, its officers, directors, agents and affiliates from and against any and all claims, damages, actions, judgments, costs and expenses (including without limitation, reasonable attorneys fees and court costs) of whatsoever nature arising

out of or in connection with any acts or actions that Seller has taken without authority from Purchaser relating to the Purchased Assets occurring before the close of business on the Closing Date.

5.04 Cooperation Concerning Books and Records. Seller, on the one hand, and Purchaser, on the other, shall fully cooperate with any and all reasonable requests from such other party to provide, on a timely basis and at its own expense, such information as is reasonable necessary to respond to inquiries relating to the Business from any Governmental Authority.

5.05 Use of Name. Seller agrees not to use the names "Iamo Long Distance" and "ILD" to conduct business from and after the Closing Date.

Article VI MISCELLANEOUS

6.01 Bulk Sales. The parties hereto waive compliance with the provisions of any bulk sales law that may be applicable.

6.02 Fees and Expenses. Except as otherwise provided herein, the parties hereto shall bear their own costs and expenses incurred in connection herewith and with the transactions contemplated hereby. Purchaser and Seller agree to indemnify and hold the other harmless from any claim (together with costs and expenses, including attorneys fees, incurred in connection with such claims) for compensation by any person, firm or corporation claiming to have been requested, authorized or employed to act as lender, broker or agent in connection with the subject matter of this Agreement or negotiations leading thereto.

6.03 Assignment. No party shall assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party.

6.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any other person other than the parties hereto, or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

6.05 Notices. Any notice, demand or request required or permitted to be given under any provision of this Agreement shall be in writing and delivered personally or by registered or certified mail (return receipt requested, with postage prepaid) to the following addresses, or to such other address as either party may request by notice in writing to the other party:

- (a) If to Purchaser:
Kathryn Faircloth

First Fiber Corporation d/b/a/ Iamo Long Distance
104 Crooks Street, P.O. Box 368
Coin, Iowa 51636

(b) If to Seller:
Evan Copsey
Vice President
Fiber Four Corporation
P.O. Box 112
208 Ash
Maitland, Missouri 64466

6.06 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations and discussions. No amendment, alteration, modification or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the parties hereto.

6.07 Construction. The captions and headings of this Agreement are for convenience and reference only, and shall not control or affect the meaning or construction of this Agreement. Use of the masculine gender shall also be deemed to refer to the feminine gender and neuter gender and the singular to the plural unless the context clearly requires otherwise.

6.08 Choice of Law. This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Missouri.

6.09 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. The invalidity or unenforceability of any provision of this Agreement to any person or circumstance shall not affect the validity or enforceability of such provision as it may apply to any other persons or circumstances.

6.10 Further Assurances. Each party will, at any time and from time to time after the Closing Date, upon the request of the other, do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such other instruments as may be reasonably required in connection with the performance of this Agreement and each shall take all such further actions as may be reasonably required to carry out or further effect the transactions contemplated by this Agreement.

6.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together will constitute for all purposes one and the same instrument.

6.12 Agreement Drafted by Joint Counsel. Each party to this agreement acknowledges that Brydon, Swearngen & England, P.C. prepared the Asset Purchase Agreement and accompanying documents on behalf of Seller Fiber Four Corporation and that:

- (a) Each party has been advised that such counsel also represents the individual shareholders of Fiber Four Corporation: Rock Port Communications, Inc., RBJ Corp., and First Fiber Corporation and the Purchaser Rock Port Telephone Company (collectively "Existing Clients");
- (b) Each party has been advised that a conflict may exist between such party's interests and those of Fiber Four, the other shareholders and the Existing Clients;
- (c) Each party has been advised to seek the advice of independent counsel;
- (d) Each party has had the opportunity to seek the advice of independent counsel; and
- (e) Each party consents to the current representation of Fiber Four by Brydon, Swearngen & England P.C.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

Wilbur Lang
Secretary

"Seller"
FIBER FOUR CORPORATION

By: Eden Copsey
Its: VICE PRESIDENT

ATTEST:

Wilbur Lang
Secretary

"Purchaser"
FIRST FIBER CORPORATION

By: Larry Jones
Its: _____

Schedule 1.01(a)
**List of Names of Customers Receiving Interexchange
Telecommunications Services from Iamo Long Distance**

*****Proprietary*****

Schedule 3.05
Regulatory Filings

Filing

Consent Obtained

- 1) Application of First Fiber Corporation to Provide Interexchange Telecommunications Services and Joint Application of Fiber Four Corporation and First Fiber Corporation to Transfer Assets of Fiber Four Corporation d/b/a Iamo Long Distance to First Fiber Corporation d/b/a Iamo Long Distance filed with the Missouri Public Service Commission

- 2) Transfer of Fictitious Name Registration for Name "Iamo Long Distance" from Fiber Four Corporation to First Fiber Corporation
(By simultaneous cancellation of the registration of the name "Iamo Long Distance" for Fiber Four Corporation and new registration of the same by First Fiber Corporation)

Schedule 3.10

Licenses of Seller related to Purchased Assets

- 1) Orders granting temporary interexchange authority to Fiber Four Corporation d/b/a Iamo Long Distance, issued 8/26/99, Missouri PSC Case No. TA-2000-25.
- 2) Orders approving tariff of Fiber Four Corporation d/b/a Iamo Long Distance, issued 8/26/99, Missouri PSC Case No. TA-2000-25.

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
FIBER FOUR CORPORATION**

We, the undersigned, being all of the Directors of Fiber Four Corporation, a Missouri corporation (hereinafter "Fiber Four"), acting pursuant to Section 351.340 of the General and Business Corporation Law of Missouri, hereby consent to and adopt the following resolutions:

WHEREAS, Fiber Four currently provides interexchange telecommunications services to customers in the Iamo Telephone Company exchanges of Westboro, Elmo, Clearmont and Burlington Junction using the trade name Iamo Long Distance; and

WHEREAS, Fiber Four wishes to sell a portion of its assets involving Fiber Four Corporation d/b/a Iamo Long Distance and discontinue providing service to those customers; and

WHEREAS, First Fiber Corporation wishes to purchase the portion of the assets involving Iamo Long Distance and adopt the name Iamo Long Distance.

NOW, THEREFORE, be it resolved as follows:

Resolved, that Fiber Four Corporation ("Seller") sell, convey, transfer, assign and deliver to First Fiber Corporation ("Purchaser") and Purchaser's successors and assigns all of Seller's right, title and interest in and to certain assets of Fiber Four Corporation, the Purchased Assets (as such term is defined in the Asset Purchase Agreement attached hereto), pursuant to the terms, conditions and provisions set forth in that certain Asset Purchase Agreement; and

Resolved, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed, for and in the name and on behalf of the Corporation, to do and perform all such other acts and things and to execute and deliver all such other agreements, instruments and documents, as may be necessary or deemed by them appropriate to comply with

or to evidence compliance with the terms, conditions or provisions of the Asset Purchase Agreement and to effectuate the purposes thereof.

5-5-2006

DATE

Ronald Henagan

Kathy Saweloth

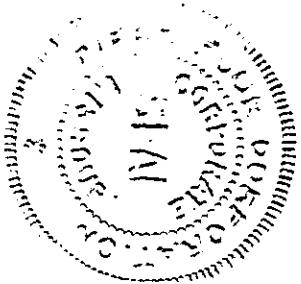
Blair Copsey

Keith Thomas

William Lang

Dennis Copsey

Being all of the Directors of Fiber Four Corporation.



**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
FIRST FIBER CORPORATION**

We, the undersigned, being all of the Directors of First Fiber Corporation, an Iowa corporation (hereinafter "First Fiber"), hereby consent to and adopt the following resolutions:

WHEREAS, Fiber Four Corporation ("Fiber Four") currently provides interexchange telecommunications services to customers in the Iamo Telephone Company exchanges of Westboro, Elmo, Clearmont and Burlington Junction using the trade name Iamo Long Distance; and

WHEREAS, Fiber Four wishes to sell the portion of its assets involving Fiber Four Corporation d/b/a Iamo Long Distance and discontinue providing service to those customers; and

WHEREAS, First Fiber Corporation wishes to purchase the portion of the assets involving Iamo Long Distance and adopt the name Iamo Long Distance.

NOW, THEREFORE, be it resolved as follows:

Resolved, that First Fiber Corporation ("Purchaser") buy from Fiber Four Corporation ("Seller") all of Seller's right, title and interest in and to certain assets of Fiber Four Corporation, the Purchased Assets (as such term is defined in the Asset Purchase Agreement attached hereto), pursuant to the terms, conditions and provisions set forth in that certain Asset Purchase Agreement; and

Resolved, that the officers of the Company be, and they hereby are, authorized, empowered and directed, for and in the name and on behalf of the Company, to do and perform all such other acts and things and to execute and deliver all such other agreements, instruments and documents, as may be necessary or deemed by them appropriate to comply with or to

evidence compliance with the terms, conditions or provisions of the Asset Purchase Agreement and to effectuate the purposes thereof.

5-9-2000

DATE

Merlin Swanson

Kathy Saucloth

James W. Rinby

Larry Joren

Wilbur Lang

Being all of the Directors of First Fiber Corporation

No Seal Available

BILL OF SALE

BILL OF SALE, dated as of the ____ day of _____, 2000, from Fiber Four Corporation ("Seller"), a Missouri corporation, to First Fiber Corporation ("Purchaser"), an Iowa corporation.

KNOW ALL MEN BY THESE PRESENTS, that Seller, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to Section 2.01 of the Asset Purchase Agreement, dated _____, 2000 (the "Agreement"), between Seller and Purchaser, does hereby sell, convey, transfer, assign and deliver to Purchaser and Purchaser's successors and assigns all of Seller's right, title and interest in and to the Purchased Assets (as such term is defined in the Agreement).

TO HAVE AND TO HOLD the Purchased Assets unto Purchaser and Purchaser's successors and assigns, to its and their own use and benefit forever, and Seller, for itself, its successors and assigns, covenants and agrees, subject to the provisions of the Agreement, to warrant and defend the sale, conveyance, transfer, assignment and delivery to Purchaser and Purchaser's successors and assigns of the Purchased Assets, against all and every person and persons whomsoever. Nothing herein is intended to expand, diminish or supersede in any way the representations and warranties of Seller set forth in the Agreement.

Seller hereby constitutes and appoints Purchaser the true and lawful attorney of Seller with full power of substitution, in the name of Seller or in the name of Purchaser, for the benefit of Purchaser, (a) to collect, assert or enforce any claim, right or title of any kind in or to the Purchased Assets, to institute and prosecute all actions, suits and proceedings which Purchaser may deem proper in order to collect, assert or enforce any such claim, right or title, to defend and compromise all actions, suits and proceedings in respect of any of the Purchased Assets, and to do all such acts and things in relation thereto as Purchaser shall deem advisable and (b) to take all action which Purchaser may deem reasonable and proper in order to provide for Purchaser the benefits of or under any of the Purchased Assets where any required consent of a third party to the assignment thereof to Purchaser shall not have been obtained. Seller acknowledges that such powers are coupled with an interest and shall not be revocable by it in any manner or for any reason, and that Purchaser shall be entitled to retain for its own account any amounts collected pursuant to such powers, including any amounts payable as interest in respect thereof.

Upon the reasonable request of Purchaser at any time, and from time to time, after the date hereof, without further consideration, Seller shall execute and deliver such further instruments of sale, conveyance, transfer, assignment and delivery and take such further actions as Purchaser may reasonably require for Seller to more effectively evidence the sale, conveyance, transfer, assignment and delivery of the Purchased Assets.

This Bill of Sale shall be binding upon Seller and its successors and assigns and shall inure to the benefit of Purchaser and Purchaser's successors and assigns.

This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to the conflict of laws principles thereof.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered on the date first set forth above.

FIBER FOUR CORPORATION
A Missouri corporation

By: _____
Name:
Title:

STATE OF MISSOURI)
)
COUNTY of _____) ss

On this _____ day of _____, 2000, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Fiber Four Corporation, the corporation described in, and which executed the foregoing instrument and that deponent signed deponent's name by order of the Board of Directors of the corporation.

Notary Public