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April 18, 2000

FILED²

APR 18 2000 *mh*

Missouri Public
Service Commission

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

TA-2000-663

Re: Rock Port Telephone Company and Fiber Four Corporation Application to grant Rock Port Telephone Company 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 Rock Port Long Distance to Rock Port Telephone Company d/b/a Rock Port Long Distance

Dear Mr. Roberts:

Enclosed please find the original plus fourteen (14) copies of Joint Application for filing on behalf of Rock Port Telephone Company and Fiber Four Corporation in the above referenced matter. Please bring this matter to the attention of the appropriate Commission personnel.

Thank you for your attention to this matter.

Very truly yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By: *Sandra Morgan*

Sandra B. Morgan

SBM/k

Enclosures

cc: Office of Public Counsel
Raymond Henagan

200000958

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²

APR 18 2000

Missouri Public
Service Commission

In the matter of the application of)
Rock Port Telephone Company and)
Fiber Four Corporation to grant)
Rock Port Telephone Company 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 Rock Port Long)
Distance to Rock Port Telephone)
Company d/b/a Rock Port Long)
Distance.)

Case No. TA-2000-663

JOINT APPLICATION

Rock Port Telephone Company ("RPTC"), a Missouri corporation, files this verified application requesting that the Missouri Public Service Commission ("Commission") issue an order that:

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

(b) designates the interexchange telecommunications services provided by RPTC as competitive telecommunications services; and

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

In addition, Fiber Four Corporation ("FFC"), also a Missouri corporation, joins in the application of RPTC (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 "Rock Port Long Distance" ("RPLD"), the customers of RPLD, and RPLD's associated billed revenues and receivables) to Rock Port Telephone Company pursuant to Section 392.300, RSMo 1994; and

(b) simultaneously cancels the certificate of authority and existing tariff of FFC d/b/a RPLD, granted by the Commission in PSC Case No. TA-2000-27, and approves the new tariff of RPTC d/b/a RPLD filed with this Joint Application.

I. APPLICATION OF RPTC FOR INTEREXCHANGE AUTHORITY

In support of its request, RPTC states:

1. RPTC is a Missouri corporation with its principal office and place of business at 107 Opp Street, Rock Port, Missouri 64482. Copies of RPTC's Articles of Incorporation and Certificate of Corporate Good Standing from the Missouri Secretary of State 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 "Rock Port Long Distance" prior to or simultaneously with RPTC's registration of the same name, and because FFC needs to use the fictitious name "Rock Port Long Distance" until the transfer of assets is complete, Applicants cannot transfer the registration of the fictitious name "Rock Port Long Distance" from FFC to RPTC until the Commission has approved the transfer of assets requested in this application. Thus, Applicants will transfer the *registration of the fictitious name "Rock Port Long Distance," from FFC to RPTC 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, Swearngen & England, P.C.
312 East Capitol Street
P.O. Box 456
Jefferson City, Missouri 65102
(573) 635-7166

Raymond Henagan, Manager
Rock Port Telephone Company d/b/a Rock Port Long Distance
107 Opp Street, P.O. Box 147
Rock Port, Missouri 64482
(660) 744-5311

Evan Copsey
Vice President
Fiber Four Corporation
P.O. Box 112
208 Ash
Maitland, Missouri 64466
(417) 395-2121

4. RPTC d/b/a RPLD 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 Rock Port, Watson and South Hamburg. RPTC d/b/a RPLD 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. RPTC d/b/a RPLD proposes to provide service under the same rates, terms and conditions as currently provided with the exception of its charges for its Domestic Direct Dialed services a rate of \$0.13 per minute of use, which is lower than the \$0.15 per minute rate the

Commission approved in the tariff filed for FFC d/b/a RPLD in PSC Case Nos. TA-2000-27 and TT-2000-106. A copy of this tariff, imposing the same rules and regulations as approved in the above-referenced cases, substituting the name "Rock Port Telephone Company d/b/a Rock Port Long Distance" in each instance that "Fiber Four Corporation d/b/a Rock Port Long Distance" was stated in the previously approved tariff, and reducing the rate for Domestic Direct Dialed services from \$0.15 per minute to \$0.13 per minute is attached hereto and incorporated by reference as Appendix B. RPTC 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. RPTC d/b/a RPLD requests that the interexchange telecommunications services it proposes to provide under this application be classified as competitive. RPTC 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. RPTC d/b/a RPLD 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 RPTC d/b/a RPLD:

§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 RPTC'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 RPTC d/b/a RPLD will be performed by RPTC or by independent contractors, agents or employees of RPTC. For example, billing & collection and billing inquiry services will be performed by the RPTC, or they will be provided under contractual agreements between RPTC and independent contractors, including other telecommunications companies. RPTC d/b/a RPLD will compensate its independent contractors or local exchange carriers fully for all services provided on RPTC's behalf.

9. RPTC has extensive experience in providing reliable and affordable telecommunications services to the public in the State of Missouri. As a result, RPTC d/b/a RPLD 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 RPTC d/b/a RPLD 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, RPTC's proposed operations are in the public interest.

II. JOINT APPLICATION OF RPTC AND FFC FOR TRANSFER OF ASSETS

11. Paragraphs numbered one through eleven (1-11) 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-2000-27 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 "Rock Port Long Distance" was previously filed with the Commission in PSC Case No. TA-2000-27 and is incorporated by reference herein.

13. FFC d/b/a RPLD currently provides long distance service to local exchange customers of Rock Port Telephone Company in the Missouri exchanges of Rock Port, Watson

and South Hamburg. If this application is approved, FFC d/b/a RPLD will discontinue service in those exchanges and RPTC d/b/a RPLD 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. The customers will, in fact, receive a rate reduction. RPTC 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.

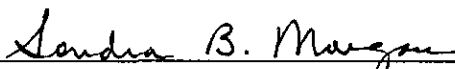
14. In order to effectuate this transfer of service from FFC d/b/a RPLD to RPTC d/b/a RPLD, Applicants request authority to transfer a portion of the assets associated with FFC d/b/a RPLD, including the name "Rock Port Long Distance", the customers of RPLD, and RPLD's associated billed revenues and receivables, to RPTC d/b/a RPLD.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 RPTC. 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.

WHEREFORE, Applicants respectfully request that the Commission grant RPTC d/b/a RPLD 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

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

RPTC d/b/a RPLD 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 interexchange telecommunications services that RPTC d/b/a RPLD proposes to provide as competitive. Applicants further request that the Commission approve the transfer of the assets associated with FFC d/b/a RPLD as described herein to RPTC d/b/a RPLD, and simultaneously cancel the certificate of service authority and tariff of FFC d/b/a RPLD and approve the tariff of RPTC d/b/a RPLD. Finally, applicants request that the Commission grant RPTC d/b/a RPLD 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 ROCK PORT TELEPHONE
COMPANY d/b/a ROCK PORT LONG
DISTANCE and FIBER FOUR CORPORATION

VERIFICATION

STATE OF MISSOURI)
) ss.
COUNTY OF ATCHISON)

Raymond Henagan, having been duly sworn upon his oath, states that he is Manager of Rock Port Telephone Company d/b/a Rock Port 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 his information, knowledge and belief.

Raymond Henagan

Subscribed and sworn to before me, a notary public, on this 10th day of April, , 2000.

W.L. Mulvania
Notary Public

My Commission expires:

October 12, 2001

VERIFICATION

STATE OF Missouri)
) ss.
COUNTY OF Walt)

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 7th day of April, 2000.

Val A. Derr
Notary Public

My Commission expires:

12-01-2000

**VAL A. DERR
NOTARY PUBLIC
NOTARY SEAL STATE OF MISSOURI
NODAWAY COUNTY
MY COMMISSION EXPIRES ON DECEMBER 1, 2000**

Appendix A

**Articles of Incorporation
and Certificate of Good Standing
Rock Port Telephone Company**

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF CORPORATE GOOD STANDING

I, REBECCA MCDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE AND IN MY CARE AND CUSTODY REVEAL THAT
ROCK PORT TELEPHONE COMPANY

WAS INCORPORATED UNDER THE LAWS OF THIS STATE ON THE 11TH DAY OF MAY, 1965, AND IS IN GOOD STANDING, HAVING FULLY COMPLIED WITH ALL REQUIREMENTS OF THIS OFFICE

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 15TH DAY OF DECEMBER, 1999.

Rebecca McDowell Cook
Secretary of State



STATE OF MISSOURI



Certificate of Incorporation

WHEREAS, An Association organized under the name of

ROCK PORT TELEPHONE COMPANY

has filed in the office of the Secretary of State Articles of Incorporation in writing as provided by law and has, in all respects, complied with the requirements of The General and Business Corporation Act of Missouri governing the formation of Private Corporations:

NOW, THEREFORE, I, JAMES C. KIRKPATRICK Secretary of State of the State of Missouri, in virtue and by authority of law, do hereby certify that said association has, on the date hereof, become a body corporate duly organized under the name of _____

ROCK PORT TELEPHONE COMPANY

and the address of its Initial Registered Office in Missouri is: _____

Main Street, Rock Port,

and is entitled to all the rights and privileges granted to corporations organized under The General and Business Corporation Act of Missouri for a term of perpetual years, and

that the amount of the Authorized Shares of said corporation is 3,000 Common, @ \$10.00 par

THIRTY THOUSAND Dollars.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this

11th day of May A. D., Nineteen
Hundred and Sixty-five

JAMES C. KIRKPATRICK

SECRETARY OF STATE

T. R. CLOUD

DEPUTY SECRETARY OF STATE

RECEIVED OF: ROCK PORT TELEPHONE COMPANY

Fifty-four and 50/100 Dollars, \$ 54.50

For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

ARTICLES OF INCORPORATION

OF

ROCK PORT TELEPHONE COMPANY

We, the undersigned, being natural persons of the age of twenty-one years or more and subscribers to the shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The General and Business Corporation Law of Missouri," Chap. 351, RSMo 1959, do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation is Rock Port Telephone Company.

ARTICLE II

The address of its initial registered office in the State of Missouri is Main Street, in the city of Rock Port, Missouri, and the name of its initial registered agent at such address is Henry C. Copeland.

ARTICLE III

The aggregate number of shares which the corporation shall have authority to issue shall be 3,000, of which 3,000 shares of the par value of \$10.00 each, amounting in the aggregate to \$30,000.00 and shall be shares of common stock.

The qualifications, limitations, and restrictions in respect to the shares issued are as follows:

The shares of the corporation shall be issued only for money paid, labor done, or property actually received, the value of which shall not be less than the par value of such shares issued.

The corporation shall have authority to issue its common shares only to persons, hereinafter called "shareholders", who shall: (1) pay the par value thereof; (2) agree to purchase from the corporation telephone service as specified in the by-laws; and (3) agree to comply with and be bound by the articles of incorporation and bylaws of the corporation and any amendment thereto and such rules and regulations as may from time to time be adopted by the board of directors.

The corporation shall issue only one share of common stock to any shareholder, and no shareholder shall own more

than one share of common stock of this corporation. Any shareholder who shall desire to transfer a share of common stock of the corporation owned by him, shall first offer the share to the corporation which shall have the exclusive right to purchase such share at a price equal to the par value thereof within thirty days after such offer. Shares of stock so acquired by the corporation may be held by it as treasury stock or may be transferred or issued to other persons who comply with the provisions of the articles of incorporation and by-laws of the corporation with respect to the issuance of common stock. If the corporation shall not have exercised its option to purchase such share, the shareholder, after the expiration of such time, shall be free to transfer such share, but only to a person who has complied with the provisions of the articles of incorporation and by-laws of the corporation with respect to the issuance of common stock.

Common shares shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders unless provided otherwise by law, these articles of incorporation or the by-laws.

ARTICLE IV

Fifty (50) shares of common stock shall be issued before the corporation shall commence business and the consideration to be paid therefor is \$10.00 for each such share. The amount of capital with which this corporation shall commence business is \$500.00.

ARTICLE V

The names and places of residence of the shareholders and the number of shares subscribed by each are:

<u>NAMES</u>	<u>RESIDENCES</u>	<u>NO. OF COMMON SHARES</u>
Wallace Carpenter, M.D.	Rock Port, Missouri	1
Robert H. Fay	Rock Port, Missouri	1
R.D. Curry	Rock Port, Missouri	1
Herbert E. Melvin	Rock Port, Missouri	1
James Stevens	Rock Port, Missouri	1
Orville S. Garst	Rock Port, Missouri	1
Marion Hunter	Langdon, Missouri	1
Melvin E. Rolf	Rock Port, Missouri	1
Robert Lee Stanton	Rock Port, Missouri	1

ARTICLE VI

The number of directors to be elected at the first meeting of the shareholders is nine.

ARTICLE VII

The corporation is to continue perpetually.

ARTICLE VIII

The purposes for which the corporation is formed are:

To acquire by purchase, lease or otherwise, constructing, maintaining, leasing, and operating telephone exchange systems, and public and private telephone lines, and in general the doing of a telephone business within and without the state, and the acquiring, holding, using, selling and leasing all rights, franchises, patents, machinery, and apparatus pertaining to such business, within and without the state, and acquiring, holding, using, selling, and leasing all rights, franchises, patents, machinery, and apparatus pertaining to such business, and generally to furnish, improve and expand telephone service.

ARTICLE IX

In the furnishing of telephone service, the Corporation's operations shall be so conducted that all patrons (the term "patron" shall include shareholders and other persons purchasing telephone service) will through their patronage furnish capital for the Corporation. The Corporation is obligated to account on a patronage basis to all its patrons for all amounts received and receivable from the furnishing of telephone service in excess of operating costs and expenses properly chargeable against the furnishing of telephone service. All such amounts at the moment of receipt by the Corporation are received with the understanding that they are furnished by the patrons as capital which the Corporation is obligated to pay by credits to a capital account for each patron. The books and records of the Corporation shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each patron is clearly reflected and credited in an appropriate record to the capital account of each patron, and the Corporation shall within a reasonable time after the close of the fiscal year notify each patron of the amount of capital so credited to his

account. All such amounts credited to the capital account of any patron shall have the same status as though they had been paid to the patron in cash in pursuance of a legal obligation to do so and the patron had then furnished the Corporation corresponding amounts for capital.

In the event of dissolution or liquidation of the Corporation, after all outstanding indebtedness of the Corporation shall have been paid and the par value of stockholders' common shares returned, outstanding capital credits shall be retired without priority on a pro rata basis. If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Corporation will not be impaired thereby, the capital then credited to patrons' accounts may be retired in full or in part. Any such retirements of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Corporation being first retired. In no event, however, may any such capital be retired unless, after the proposed retirement, the capital of the Corporation shall equal at least forty per centum (40%) of the total assets of the Corporation.

Capital credited to the account of each patron shall be assignable only on the books of the corporation, pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such patron's premises served by the Corporation unless the Board, acting under policies of general application, shall determine otherwise.

Notwithstanding any other provision of these Articles of Incorporation or the Bylaws, the Board of Directors, at its discretion, shall have the power at any time upon the death of any patron, if the legal representatives of his estate shall request in writing that the capital credited to any such patron be retired prior to the time such capital would otherwise be retired capital credited to any such patron immediately under such terms and conditions as the Board of Directors, acting under policies of general application, and the legal representatives

of such patron's estate shall agree upon; provided, however, that the financial condition of the Corporation will not be impaired thereby.

The patrons of the Corporation, by dealing with the Corporation, acknowledge that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Corporation and each patron, and both the Corporation and the patrons are bound by such contract, as fully as though each patron had individually signed a separate instrument containing such terms and provisions. The provisions of this Article of these Articles shall be called to the attention of each patron of the Corporation by posting in a conspicuous place in the Corporation's office.

ARTICLE X

The shareholders may make, alter, amend or repeal the bylaws at any regular or special meeting provided the notice of such meeting shall have contained a copy of the proposed adoption, alteration, amendment or repeal. The Board of Directors may also alter, amend or repeal the bylaws provided that this authority shall not extend to any provision which the shareholders shall have altered or amended or to the readoption of the substance of any provision which the shareholders shall have repealed.

In witness whereof, we have hereunto set our hands this 27th day of April, 1965.

Wallace Casper

Orville S. Hart

Margaret Hunter

R. D. Lurry

Melvin E. Roy

Robert H. Fay

Herbert E. Miller

James Stevens

Robert L. Stanton

STATE OF MISSOURI,)
COUNTY OF ATCHISON,) SS.

H.
The undersigned, Wallace Carpenter, M.D., Robert Fay,
R. D. Curry, Herbert E. Melvin, James . Stevens, Orville S.
Garst, Marion Hunter, Melvin E. Rolf and Robert Lee Stanton,

being all of the incorporators of Rock Fort Telephone Company,
being duly sworn, upon their oaths, each did say that the
statements and matters set forth in the foregoing articles of
incorporation are true.

<u>Wallace Carpenter</u>	<u>Robert Lee Stanton</u>
<u>Orville S. Garst</u>	<u>Melvin E. Rolf</u>
<u>Marion Hunter</u>	<u>R. D. Curry</u>
<u>Robert H. Fay</u>	<u>James Stevens</u>
	<u>Herbert E. Melvin</u>

Subscribed and sworn to before me this 27th day of
April, 1965.

W. L. Mulvaney
Notary Public

My commission expires:
October 11, 1965.

STATE OF MISSOURI,)
COUNTY OF ATCHISON,) SS.

On this 27th day of April, 1965, before me personally appeared Wallace Carpenter, M.D., Robert Fay, R. D. Curry, Herbert E. Melvin, James . Stevens, Orville S. Garst, Marion Hunter, Melvin E. Rolf and Robert Lee Stanton,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above mentioned.

W. L. Mulvaney
Notary Public

My commission expires:
October 11, 1965.

**FILED AND CERTIFICATE OF
INCORPORATION ISSUED**

MAY 11 1965

James S. ...

Corporation Dept. SECRETARY OF STATE

116543

UNITED STATES GOVERNMENT
INFORMATION SERVICE

1967 O-348-000

1967 O-348-000

1967 O-348-000

No. 00116543

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION

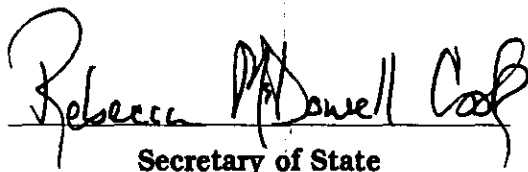
CERTIFICATE OF CORPORATE GOOD STANDING

I, REBECCA McDOWELL COOK, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

ROCK PORT TELEPHONE COMPANY

was incorporated under the laws of this State on the 11th day of MAY, 1965, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 3rd day of APRIL, 2000.


Secretary of State



Appendix B

**Proposed Tariff
Rock Port Telephone Company d/b/a
Rock Port Long Distance**

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

**REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO INTRASTATE LONG DISTANCE MESSAGE
TELECOMMUNICATIONS SERVICE FURNISHED BY**

**ROCK PORT TELEPHONE COMPANY,
d/b/a ROCK PORT LONG DISTANCE,**

**BETWEEN POINTS WITHIN THE STATE OF MISSOURI, AS SPECIFIED HEREIN.
SERVICE IS PROVIDED BY MEANS OF WIRE, RADIO, TERRESTRIAL OR
SATELLITE FACILITIES OR ANY COMBINATION THEREOF,
AS SPECIFIED HEREIN.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Rock Port Telephone Company, d/b/a Rock Port Long Distance, within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours, at the Company's principal place of business.

Rock Port Telephone Company, d/b/a Rock Port Long Distance operates as a competitive telecommunications company as defined by Case No. TA-2000- ____ within the State of Missouri.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-2000-____, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

Section 392.240(1)	Rates-reasonable average return on investment.
Section 392.270	Property valuation.
Section 392.280	Depreciation rates.
Section 392.290	Issuance of stocks and bonds.
Section 392.310	Issuance of stocks and bonds.
Section 392.320	Issuance of stocks and bonds.
Section 392.330	Issuance of stocks and bonds.
Section 392.340	Reorganization.

COMMISSION RULES

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

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

TABLE OF CONTENTS

	<u>Page No.</u>
Title Page.....	1
Waiver of Rules and Regulations.....	2
Table of Contents.....	3
Tariff Format.....	4
Application of Tariff.....	6
Definitions.....	7
Regulations.....	11
Service Offerings.....	29
Rates.....	36

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

TARIFF FORMAT

- I. 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 8 and 9 would be 8.1.

- II. 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 Missouri Public Service Commission. For example, the 3rd revised Sheet 8 cancels the 2nd revised Sheet 8.

- III. Paragraph Numbering Sequences - There are nine levels of paragraph coding. Each level of coding is subservient to the 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).1.
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i)(1).

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

CONCURRING CARRIERS

No Other Concurring Carriers

CONNECTING CARRIERS

No Other Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

EXPLANATION OF SYMBOLS

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

- C - To signify changed regulation
- D - Delete or discontinue
- I - Change resulting in an increase to a customer's bill
- M - Moved from another tariff location
- N - New
- R - Change resulting in a decrease to a customer's bill
- T - Change in text or regulation but no change in rate or charge

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

1. APPLICATION OF TARIFF

This tariff contains the intrastate regulations and rates applicable to the provision of Intrastate Long Distance Message Telecommunications Service (ILDMTS) by Rock Port Telephone Company, d/b/a Rock Port Long Distance (hereinafter referred to as the Company) within the State of Missouri, as specified herein.

The Company's Service is furnished subject to transmission, atmospheric and like conditions. Service is offered pursuant to rates, terms and conditions set forth in this tariff. Service is offered via the company's facilities in combination with resold services provided by other certified carriers.

The Company's service will initially be offered only to local exchange customers of its affiliate, Rock Port Telephone Company, in the exchanges of Rock Port, Watson and South Hamburg.

The rates, rules and regulations contained herein are subject to change pursuant to the rules and regulations of the Missouri Public Service Commission ("Mo PSC").

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. DEFINITIONS

Answer Supervision: An electrical signal fed back up the line by the LEC at the distant end of a long distance call to indicate positively that the call has been answered.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the communication service as required.

Authorization Code: An identification number, usually an eight (8) to twelve (12) digit number, that identifies the user as a customer.

Authorized User: A person, firm, corporation or legal entity which is authorized by the Customer to be connected to the service of the Customer. Authorized User(s) must be named in the Application for Service.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange carrier which automatically identifies through a seven (7) or ten (10) digit number assigned to the Customer, the local exchange line from which a call originates.

Billing Period: The interval between Customer invoice to Customer invoice which shall consist of thirty (30) days.

Business Service: "Business Service" refers to telecommunications service provided to the Customer for use primarily or substantially for a business, professional, institutional or other occupational purpose.

Calling Card Call: A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued by a local exchange carrier or long distance telephone company, for this purpose.

Cancellation of Order: A Customer-initiated request to discontinue processing a service order, either in part or in entirety, prior to its completion.

Commission: The Missouri Public Service Commission.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. DEFINITIONS (continued).

Company: The term "Company" denotes Rock Port Telephone Company, d/b/a Rock Port Long Distance Company.

Customer: The term "customer" denotes the person who or the firm or corporation that orders, cancels or amends Service, is responsible for the payment of charges, and is responsible for compliance with the Company's regulations and this tariff.

Customer Dialed Calling Card Call: A Calling Card Call which does not require the intervention of an operator.

Customer-Provided Equipment: Denotes all equipment and facilities provided by the Customer and/or Authorized User, other than those provided by the Company.

Dedicated Access Line or Service: The generic term for a service in which the Customer's traffic passes over an access line connecting the Customer's premises to a Company switch, the line which is used solely for that Customer's traffic.

Direct Dial Call: A call for which charges are billed to the originating telephone number.

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

Domestic Message Telecommunications Service: Denotes the furnishing of station-to-station direct dial domestic switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channels from the Customer's premises to other domestic points as specified herein.

FCC: Federal Communications Commission.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. DEFINITIONS (continued)

Interexchange Carrier (IXC): A long distance telecommunications carrier.

Local Exchange Carrier (LEC): A company which provides telecommunications service within a Local Exchange Area.

Normal Business Hours: Normal business hours are the period between 8:00 AM - 12:00 Noon and 1:00 PM - 5:00 PM, Central Time Zone, Monday through Friday, excluding Holidays.

Point(s) of Presence: Location(s) where the Company maintains, through its own facilities or through arrangements with other carriers, an operations center for purposes of providing long distance service.

Premises: Denotes a building or buildings on contiguous property (except railroad right-of-way-, etc) not separated by a public road.

Residential Service: Denotes telecommunications service provided to a Customer where the business use, if any, is merely incidental and where the major use is of a social or a domestic nature.

Service: "Service" means any or all service(s) provided pursuant to this tariff.

Service Points: Those locations from which the Company makes Service available to Customers.

Station: Any location from which a message can be originated or received (terminated).

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

2. DEFINITIONS (continued).

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

Usage Charge: A usage charge assessed based on minutes of use to calculate the charges due for a completed call. Additional surcharges may also apply as stated in this tariff.

United States: The term "United States" designates the forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, Guam and the commonwealth of Northern Mariana Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS

3.1 Undertaking of the Company

3.1.1 Scope

The Company undertakes to provide telecommunication Services in accordance with the terms and conditions set forth in this tariff.

3.1.2 Shortage of Facilities

The Company's Service is subject to availability of suitable facilities. The company reserves the right to limit the length of communications or to discontinue furnishing Service when necessary because of lack of satellite or other transmission medium capacity or because of any force majeure condition.

3.1.3 Liability of the Company

3.1.3.A. Except as stated in this Section 3.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

3.1.3.B. The liability of the Company for damage resulting in whole or in part from, or arising in connection with, the furnishing of Service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentation shall not exceed the dollar amount of the call in which the Service disruption occurred. Such dollar amount shall be credited on the customers next billing cycle.

3.1.3.C. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.1.3 Liability of the Company (continued)

other catastrophes, or any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.

3.1.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used to provide the Company's Service. Nor shall the Company be liable for any damage or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.

3.1.3.E, The Company reserves the right to discontinue furnishing Service without notice to the Customer when necessitated by conditions beyond its control or when the Customer is believed to be using the Service in violation of the provisions of this tariff or in violation of the law.

3.1.3.F. Calls to a foreign country or area, or calls routed through a foreign country or area, are subject to such restrictions as may be enforced from time to time by the authorities in that country or area.

3.1.3.G. The Company, at its discretion, may discontinue or suspend all or a portion of its Service without notice to the Customer, by blocking facilities to certain countries, or by blocking calls placed using certain Authorization Codes, when the Company deems it necessary to take such action

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.1.3 Liability of the Company (continued)

to prevent unlawful use of its service. The Company will restore its Service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that may have been deactivated.

3.1.3.H. All or any portion of the Company's Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by or acts or omissions of any third parties.

3.1.3.I. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.1.3.J. In the event parties other than the Customer (e.g., Customer's authorized users) shall have use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.1.3 Liability of the Company (continued)

of or relating to any defects. The Company shall have no liability to any person or entity other than its Customer.

3.1.4 Claims

3.1.4.A. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for liable, slander, or infringement of copyright, trademark, trade name or patent resulting from use of the Company's Service; and any other claim resulting from act or omission of the Customer or Customer's authorized user relating to the use of the Company's Service.

3.1.4.B. The Company shall not be liable for use, misuse, or abuse of a Customer's Service by third parties, including, without limitation, the Customer's employees, guests or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

3.1.4.C. The Company is not liable for any damages, including but not limited to, toll and long distance usage charges, the Customer may incur as a result of unauthorized use of the Customer's telephone facilities or Company Authorization Codes. The Company may work with the Customer to recommend possible solutions to reduce unauthorized use. However, the Company does not warrant or guarantee that its recommendations will prevent unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities and Company Authorization Codes.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.1.5 Provision of Equipment and Facilities

3.1.5.A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service.

3.1.5.B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is used in connection with the Company's Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Service under this tariff and to the maintenance and operation of such Service in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

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

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

3.2 Use of Service

3.2.1. The Company's Service may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission.

3.2.1.A. The Service is provided for use by the Customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this tariff.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.2 Use of Service (continued)

3.2.1.B. The Service is furnished subject to the condition that it will not be used for an unlawful purpose, and there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of the service includes, but is not limited to:

3.2.1.B.1. The use of the Service of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable to the Service.

3.2.1.B.2. The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, Long Distance Message Telecommunications Service by rearranging, tampering with or making connection with any service components of the Company or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid payment, in whole or in part, of the regular charge for such Service.

3.2.1.B.3. The use of the Service of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.

3.2.1.B.4. The use of profane or obscene language.

3.2.1.B.5. The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers, or harm the facilities of the Company or others.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.2 Use of Service (continued)

3.21.C. In the event the Company determines, in its sole judgement, that there is fraudulent use of either the Services furnished by the Company or the Company's network, the Company will, without notice to the Customer or liability to the Company, discontinue Service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.3 Payment for Service

3.3.1. The Customer is responsible for payment of all charges for Service provided by the Company. The per-minute rates for the Prepaid Calling Card contained in Section 4.4 herein include all applicable Federal, state and local sales, use and excise taxes. In all other cases, applicable taxes appear as separate line items on the Customer's invoice.

3.4 Discontinuance of Service

3.4.1. The Company reserves the right to establish a credit limit, and when the Customer reached this limit, the services of the Company may not be extended. In addition, the Company may discontinue the service under the following circumstances, provided suitable notice has been given to the customer, as required.

3.4.1.A. Non-payment of any sum due to the Company for service for more than twenty-five (25) days beyond the date of rendition of the bill for such services; or

3.4.1.B. A violation of or failure to comply with any regulation governing the furnishing of service; or

3.4.1.C. An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

service; or

3.4 Discontinuance of Service (continued)

3.4.1.D. Failure to post a required deposit; or

3.4.1.E. Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of the company constitutes fraud or abuse.

3.4.2. Service shall not be disconnected unless written notice by first class mail is sent or delivered to the customer at least 5 days prior to the date of the proposed discontinuance. At least 24 hours preceding discontinuance, a reasonable effort shall be made to contact the customer to advise him of the proposed discontinuance and what steps must be taken to avoid it.

3.5 Obligations of the Customer

3.5.1. The Customer shall be responsible for damages to the Company's facilities or that of its Local Exchange Carrier(s) caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the Service of the Customer through the negligence of the Customer.

3.5.2. The Customer shall provide access to the Customer's or Authorized User's premises by Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted basis, twenty-four (24) hours per day, seven (7) days a week.

3.5.3. The Customer will guarantee the compliance by the Customer's Authorized User(s) with all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its Authorized User(s) relative to compliance with the provisions of this tariff.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.5 Obligations of the Customer (continued)

3.5.4. The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the Service provided under this tariff, provided however, that, where there is no interruption or relocation of use, such assignment or transfer may be made to the following:

3.5.4.A. Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such Service, and the unexpired portion of the minimum period and the termination liability applicable to such Service, if any; or

3.5.4.B. A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer, but not limited to, all indebtedness for such Service, and the unexpired portion of the minimum period and the termination liability applicable to such Service, if any.

3.5.5. If the Customer wishes to assign or transfer the right to use the Service provided under this tariff, written consent of the Company is required prior to such assignment or transfer, which consent may be granted or withheld at the sole discretion of the Company. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

3.5.6. The assignment or transfer of Service does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.5 Obligations of the Customer (continued)

3.5.7. With respect to the Company's 800/888/877 Service, the Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the Service or any other Service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume, (2) average call duration, time-of-day characteristics, and (4) peak calling period. The Company, without incurring liability and without notice to the Customer, may disconnect or refuse to furnish Service to any Customer that fails to comply with these conditions.

3.5.8. Any mistakes, omissions, accidents, interruptions, delays, errors or defects in transmission or Service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in any liability to the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any Local Exchange Carrier labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to Services provided pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3.6 Billing and Payment Regulations

3.6.1. Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until the Company's receipt of a request from the Customer for the disconnection of the Service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to charges for the Company's Service, the Customer shall pay any applicable Federal, state or local use, excise, sales or privileges taxes or assessments such as the Universal Service Fund

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.6 Billing and Payment Regulations (continued)

assessment, resulting from the Services furnished by the Company. Such taxes or assessments shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

3.6.2. The Customer is responsible for payment of all charges for Service furnished by the Company. This includes payment for calls or Service:

3.6.2.A originated at the Customer's number(s) whether authorized or not;

3.6.2.B. accepted at the Customer's number(s) (e.g. 800/888/877 Service);

3.6.2.C. billed to the Customer's number via third number billing, a calling card, a Company-assigned Authorization Code, or other special billing number; or

3.6.2.D. incurred at the request of the Customer.

3.6.3. The Customer's responsibility for payment of all charges for Service furnished by the Company is not changed by virtue of any use, misuse, or abuse of the Customer's Service or Customer-provided systems, equipment, facilities or Services interconnected to the Customer's 800/888/877 Service, which may be occasioned by third parties, including, without limitation, the Customer's employees, guests and/or members of the public who dial the Customer's 800/888/877 number by mistake.

3.6.4. In instances of a dispute, the Customer is required to pay the undisputed portion of the invoice in its entirety. Undisputed amounts not paid within twenty (20) days from the due date stated on the invoice will be considered delinquent. A Late Payment Charge of \$4.00 per month will be charged to customer accounts with an unpaid balance 21 or more days past due to compensate the Company for the additional administrative

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.6 Billing and Payment Regulations (continued)

expense associated with these accounts.

3.6.5. The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for Service. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then-existing credit policies.

3.6.5.A. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months service based on the average bill during the preceding twelve months or in the case of new applicants, two months average monthly bill for all subscribers within a customer class. The deposit shall bear interest at a rate of 9% simple interest per annum, and will be returned upon satisfactory payment of all undisputed charges during the last 12 billing periods, or discontinuance of service.

3.6.5.B. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which will be applicable to the customer's account on the first bill rendered.

3.6.6. In the event that a check or draft tendered by a customer is returned, a fee of \$20.00 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is bank error, in which case documentary evidence is required to waive the fee.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.6 Billing and Payment Regulations (continued)

3.6.7. All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes), including Universal Service Fund assessments, whether charged to or against the Company or its Customer. Such taxes, fees, Universal Service Fund Assessments, etc, shall be paid by the Customer in addition to the charges stated in the tariff subject to Commission approval. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

3.6.7.A. If Customer seeks to have the Company re-institute Service, Customer shall pay to the Company prior to the time Service is re-instituted (1) all accrued and unpaid charges, and

3.6.7.B. a deposit, as determined by the Company.

3.6.8. The Company reserves the right, under federal law, to backbill for a period of up to two (2) years for an amount equal to the accrued and unpaid charges for use of the Company's Service actually made by Customer.

3.6.9. Customers billed by a Local Exchange Carrier (LEC), Competitive Local Exchange Carrier (CLEC), or other local exchange telephone company, on behalf of the Company, are responsible for any late payment charges imposed by the Local Exchange Carrier, Competitive Local Exchange Carrier, or local exchange telephone company.

3.7 Credit Allowances

3.7.1. Interruption of Service

3.7.1.A. Credit for failure of Service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.7 Credit Allowances (continued)

equipment, facilities and/or Service for which the Company renders an invoice for payment are considered provided by the Company whether or not the equipment, facilities and/or Service are owned and operated by the Company unless otherwise provided by the terms of this tariff.

3.7.1.B. No credit will be allowed for failure of Service or equipment due to Customer-provided facilities or any act or omission of the Customer, its Authorized User(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the Service of the Customer through the negligence of the Customer.

3.7.1.C. Credit allowance time for failure of Service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the Service has been restored and an attempt has been made to notify the Customer.

3.7.1.D. Only those portions of the Service or equipment operation materially interfered with will be credited.

3.7.1.E. The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.

3.7.2. Limitation Allowances

3.7.2.A. No credit allowances will be made for:

3.7.2.A.1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, Authorized User. Or other common

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.7 Credit Allowances (continued)

carrier providing service connected to the Service of the Company.

3.7.2.A.2. Interruptions of Service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, or other common carrier providing service connected to the Service offered by the Company.

3.7.2.A.3. Interruptions of Service during any period in which the Company is not given access to the premises at which the Company-provided Service is interrupted or terminated.

3.7.2.A.4. Interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

3.7.2.A.5. Interruptions of Service during any period when the Customer or Authorized User has relinquished Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service.

3.8 Equipment

3.8.1. The Customer shall assume all responsibility for obtaining all necessary permits, authorizations or consents for interconnecting Customer-provided equipment and facilities with the Company's Service or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's Service or equipment.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.8 Equipment (continued)

3.8.2. The Customer shall operate its equipment and facilities so as not to interfere with any other Customer's use of the Company's Service or equipment.

3.8.3. The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of the Company's Service or for safety reasons.

3.8.4. The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to Service furnished by the Company pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff and to the maintenance and operation of such Services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:

3.8.4.A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;

3.8.4.B. the reception of signals by Customer-provided equipment; or

3.8.4.C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.9 Determination and Rendering of Charges

3.9.1. For billing purposes, Service will be deemed to be started on the day the Service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, billing for all usage commences on the date usage begins.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.9 Determination and Rendering of Charges (continued)

3.9.2. Subject to the Company's right to terminate or suspend Service as otherwise provided in this tariff, the minimum service period is thirty (30) days. Termination by the Customer is effective as of the end of the next business day after receiving the Customer's request to cancel Service.

3.9.3. All monthly recurring charges are billed one month in advance. Initial and final months billing, when the service period is less than one month, will be prorated one-thirtieth (1/30th) of the month's recurring charge for each day the Service was rendered or equipment was provided.

3.9.4. Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at one-thirtieth (1/30th) of the monthly minimum amount for each day the Service was rendered.

3.9.5. The duration of a call is rated in intervals of the billing increments described for each Service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.

3.9.6. Computed usage charges or credits for each call are rounded to the nearest cent when possible.

3.10 Dedicated Access and Private Line Services

3.10.1. Rates for Dedicated Access and Private Line Services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Missouri Public Service Commission upon request on a proprietary basis.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.11 Calculations of Distance for IntraLATA Calls

- 3.11.1. Unless otherwise specifically stated in this tariff, all calls, regardless of time period, lasting one (1) minute or a fraction thereof, are subject to a minimum billing increment of one (1) minute. Calls are billed in six (6) second increments thereafter, with seconds rounded up to the next full six (6) second increment.
- 3.11.2. Chargeable time begins when the connection is established between the calling station and the called telephone number and ends when the connection is terminated.
- 3.11.3. All per-call charges of fractional cents shall be rounded to the next full cent unless otherwise stated.
- 3.11.4. Usage charges for all mileage sensitive rates are based on the airline distance between rate centers associated with the originating and terminating points of the call for use with Option 3 and Option 4, Section 5.2.
- 3.11.5. 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 and associated vertical and horizontal coordinates that are produced by Bell Communications research in the NPA-NXX V & H Coordinates Tape from NECA's (National Exchange Carrier Associations) Tariff No. 4.

FORMULA = $\sqrt{((V1 - V2^2) + (H1 - H2^2) \div 10)}$ rounded up to next mile

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS

4.1 General Description

The Company offers switched long distance network services for voice grade and low speed dial-up data transmission services offered on a usage-sensitive basis. Service is provided subject to the terms and conditions of this tariff. The Services offered are:

Domestic Message Telecommunications Service;

Inbound (800/888/877) Toll Free Service; and

Calling Card Service.

4.2 Direct Dial Domestic Service

4.2.1. The Company provides direct dialed termination of domestic station-to-station calls originating from its service points in the United States to the areas in the United States, as defined in "Definitions", Section 2, of this tariff. The Customer uses the Company's direct dialed Domestic Message Telecommunications Service by dialing 1 + the area code + the desired telephone number.

4.2.2 The rates for Direct Dial Domestic Service are set forth in Section 5.1 of this tariff.

4.3 Inbound (800/888/877) Toll Free Service

4.3.1. The Company's Inbound (800/888/877) Toll Free Service enables the customer to receive 800/888/877 service calls at the Customers residence or business. The Service is accessed via 800/888/877 NPA's originating on Feature Group facilities provided by the LEC and terminating on a regular residential or business line. The following regulations apply to all Inbound (800/888/877) Toll Free Service:

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS (continued)

4.3 Inbound (800/888/877) Toll Free Service (continued)

4.3.1.A. The Company reserves the right to require an applicant for the Company's Inbound 800/888/877 Toll Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical target areas, and a schedule of marketing and promotional activities. The Company also may require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.

4.3.1.B. The Company's Inbound 800/888/877 Toll Free Service is furnished upon condition that the Customer contracts for adequate facilities, and must obtain an adequate number of access lines for the Company's Inbound 800/888/877 Toll Free Service, to permit the use of this Service without injurious effect upon it or any Service rendered by the Company, or to prevent interference or impairment of this Service or any other Service provided by the Company, based on (1) total call volume, (2) average call duration, (3) time-of-day characteristics, and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company's Inbound 800/888/877 Toll Free Service to any Customer that fails to comply with these conditions.

4.4 Calling Card Service

4.4.1. The Company will issue a customer dialed Calling Card, using 800/888/877 access, provided subject to the terms of this tariff.

4.4.2. The Company reserves the right to place a monthly maximum usage limit on each Calling Card. The company reserves the right to, without incurring any liability, discontinue the furnishing of Service to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS (continued)

4.4 Calling Card Service (continued)

personnel, agents or Service.

4.4.3. All International usage on the Calling Card will be blocked.

4.4.4. The Customer is required to notify the Company immediately when a Customer's Calling Card, using the Customer's Authorization number issued by the Company, needs to be deactivated or terminated. The Customer is responsible to immediately notify the Company when a Customer's Calling Card is lost, stolen, misplaced, has suspected or confirmed misuse, or when fraud is known, anticipated or suspected on a Calling Card.

4.4.5. The Company will deactivate the Calling Card within twenty-four (24) hours after notification from the Customer. The notification can be in writing to the Company, or by contacting the Company's Customer Service representative in writing, telephone or other accepted communications media.

4.5 Operator Services

4.5.1. Operator Service as provided by Company includes live operator and/or automated operator functions, for the purpose of assisting in the processing of telephone services such as: long distance via collect calls, calling card calls, or third-party billed calls. Company operators may be contacted by dialing 0+ the number desired or 0- the number desired. Calls will be billed at Company MTS service rates as set forth in Section 5 plus the appropriate service charges.

4.5.2. In providing operator services, Company agrees that:

4.5.2.A. Company will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS (continued)

4.5 Operator Services (continued)

incomplete calls.

- 4.5.2.B. Company will advise the caller and billed party (if different from the end user) that Company is the operator service provider at the time of the initial contact.
- 4.5.2.C. Company will provide rate quotes, including all rate components and any additional charges, upon request, at no charge.
- 4.5.2.D. Company will allow only tariff charges approved by the Commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies (LECs) on behalf of carrier and will not collect location surcharges imposed by traffic aggregations.
- 4.5.2.E. Company will arrange for listings of its name on a LEC's billing of Company's charges, if the LEC has multi-carrier bill listing capability.
- 4.5.2.F. Company will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards which it determines to be invalid or cards which it is unable to verify.
- 4.5.2.G. Company will direct all "00-" emergency calls to the local exchange carrier (LEC) at no charge.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS (continued)

4.6 Dedicated Interexchange Digital Private Line Service

4.6.1. Digital transmission facilities between Company service points, when connected with dedicated access to customer locations, allow for communications between locations of the customer or his authorized user. These combined facilities are utilized on a dedicated (non-switch) basis between two or more customer locations, as specified by the customer.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS (continued)

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS (continued)

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES

5.1 Direct Dialed Domestic Service

5.1.1 The Company offers Direct Dialed termination in the United States, as defined in Section 4.1 of this tariff. Service is furnished subject to availability of both the telecommunications facilities and the required billing capabilities. Unless specific written authorization from the Company is provided, the Service may not be used to aggregate the long distance communications of multiple end users for resale, or to provision communications services for others.

5.1.2. The Company provides the following Domestic Direct Dialed programs:

5.1.2.A. Option 1.

5.1.2.A.1. Option 1 is a flat rate pricing plan, with the rate per minute applicable to all minutes of use when the customer subscribes to Intrastate IntraLATA and InterLATA Services.

5.1.2.A.2. Option 1 pricing is for customer dialed station to station, sent paid, non-coin Long Distance Message Telecommunications Service, unless otherwise specified in this tariff.

5.1.2.A.3. Option 1 rates and charges are in addition to all other rates and charges paid by a Customer for all other Services of the local exchange carrier providing local service.

5.1.2.A.4. The rate per Minute is \$.13.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES (continued)

5.2 Inbound (800/888/877) Toll Free Service

5.2.1. Domestic Inbound (800/888/877) Toll Free Service, using a Common Business Line (CBL) termination, is provided subject to the terms of this tariff.

5.2.1.A. Toll Free Service rates and charges are in addition to all other rates and charges paid by a Customer for all other Services of the local exchange carrier providing local service.

5.2.1.B. Rate per Minute: \$.15 per minute

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES (continued)

5.2 Inbound (800/888/877) Toll Free Service (continued)

5.2.2. Personal 800 Domestic Inbound (800/888/877) Toll Free Service, using a residential line termination, is provided subject to the terms of this tariff.

5.2.2.A. Personal 800 Toll Free Service rates and charges are in addition to all other rates and charges paid by a Customer for all other Services of the local exchange carrier providing local service.

5.2.2.B. Rate per Minute: \$.15 per minute

5.3 Calling Card Rates

5.3.1. Company provided, Customer dialed Calling Cards are provided subject to the terms of this tariff.

5.3.1.A. Calling Cards usage is billed at an initial one (1) minute minimum usage charge, and in six (6) second additional increments after the first full minute of usage.

5.3.1.B. A per call surcharge of \$.50 will be applied.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES (continued)

5.3 Calling Card Rates (continued)

5.3.1.C. Rate per Minute: \$.20 per minute

5.4 Operator Service Rates

	<u>0+ Rate</u>	<u>0-Rate</u>
Directory Assistance	\$1.20	\$2.20
Automated Collect	\$2.35	\$3.35
Automated Card	\$1.00	\$2.00
Operator-Assisted:		
Collect	\$2.35	\$3.35
Billed to Third Party	\$2.35	\$3.35
Person-to-Person	\$4.50	\$5.50
Station-to-Station	\$2.30	\$3.30

5.5 Dedicated Interexchange Digital Private Line Service

5.5.1 Voice Grade Facility - Two point effective two/four wire grade analog or 64 Kbps digital interface (digitalized voice or otherwise compatible 64 Kbps bit stream facility)

Rate: \$ ICB

5.5.2. DS1/1.544 Mbps Facility - Two point digital interface operating at 1.544 Mbps, which may be furnished on either a channelized or non-channelized basis

Rate: \$ ICB

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES (continued)

5.6 Outstate Calling Area (OCA)

5.6.1. Description

5.6.1.A. The Outstate Calling Area (OCA) Plan is an optional one-way Dial Station-to-Station Message Telecommunications Service for customers in selected exchanges.

5.6.1.B. The OCA offers a discounted block of time calling beyond a customer's local exchange to rate centers that fall within the calling scope defined below in 5.7.2.A.

5.6.2. Calling Scope

5.6.2.A. The calling scope for an OCA exchange includes all intrastate intraLATA toll rating points within a 23-mile radius. The 23-mile radius, from each exchange, is based on air miles and is measured from rate center to rate center

5.6.3. OCA Calling Options

5.6.3.A. Residential and Business customers can choose from two OCA options. Rates are listed in 5.7.5 in this tariff are in addition to established charges for the service which the OCA Plan is associated. OCA subscribers are charged the full monthly rate for the block of time selected, even if the full block of time is not used.

5.6.3.A.1. Two-hour block of time: This option allows subscriber two hours of calling per month at a flat rate. An additional per minute rate, as identified in 5.6.5.A applies to all calls exceeding two hours.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES (continued)

5.6 Outstate Calling Area (OCA) (continued)

5.6.3.A.2. Five-hour block of time: This option allows subscribers five hours of calling per month at a flat rate. An additional per minute rate, as identified in 5.6.5.A applies to all calls exceeding five hours.

5.6.4. Regulations

5.6.4.A. Unless otherwise specified in these regulations, OCA is offered to all classes and grades of residence and business customers located within the eligible OCA exchanges.

5.6.4.B. OCA is not offered in conjunction with Cellular, Public, Semi-Public, or Customer-Owned Pay Telephone Services, or comparable service offered by other local exchange companies in their exchanges.

5.6.4.C. OCA is not to be shared or resold.

5.6.4.D. OCA is available to multi-line customers on a per account basis only.

5.6.4.E. Time of day and holiday discounts are not applicable for calls within the block of time.

5.6.4.F. Rate Application

5.6.4.F.1. The minimum service period for subscription to OCA is one-month.

5.6.4.F.2. A customer may purchase only one block of time per month.

5.6.4.F.3. The monthly charge for an OCA block of time will be charged on a per account basis and is billed in advance.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES (continued)

5.6.5. Rates

5.6.5.A. Block of Time and Recurring Monthly Rates

	<u>Residential</u>	<u>Business</u>
Two Hour block of time:		
Recurring Monthly Rate	\$ 9.60	\$ 10.80
Each Additional Minute	\$.09	\$.09
Five Hour block of time:		
Recurring Monthly Rate	\$ 21.85	\$ 24.50
Each Additional Minute	\$.07	\$.08

5.6.5.B. For OCA subscribers who are Certified Speech and/or Hearing Impaired, a 35-percent reduction on all OCA charges will apply.

Certification of the speech and/or hearing impaired requires the completion of an application form, certified by an agency designated by the exchange company providing basic local exchange service to the OCA subscriber, or physician, otolaryngologist or licensed speech-language pathologist or audiologist.

Appendix C

Draft Customer Notice

CUSTOMER NOTICE

If you receive long distance service from Rock Port Long Distance, please be advised that on _____, a portion of the assets of Fiber Four Corporation d/b/a Rock Port Long Distance were transferred to Rock Port Telephone Company d/b/a Rock Port Long Distance. Therefore, Rock Port Telephone Company d/b/a Rock Port Long Distance has become the new provider of long distance services previously provided by Fiber Four Corporation d/b/a Rock Port Long Distance. You should not experience any interruption or change in your service, and your service will be provided at the same rates and under the same conditions as previously provided by Fiber Four Corporation d/b/a Rock Port Long Distance.

Should you choose to select another carrier for your long distance service please contact our office at (660) 744-5311 and we can inform you of the other providers of long distance service that may be able to serve you; however, we will not be able to make that change ourselves. To effectuate a change in your provider from Rock Port Long Distance to another carrier, Missouri Public Service Commission rules require that you contact the new provider yourself. Your long distance service will not be switched to the new provider until that provider notifies your local telephone company of your desire to change providers.

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 Rock Port Telephone Company, a Missouri corporation ("Purchaser").

Recitals

A. Seller owns and operates a telecommunications company known as "Fiber Four Corporation d/b/a Rock Port Long Distance" which resells long distance telecommunications services to end-users in the exchanges of Rock Port, Watson and South Hamburg under the name "Rock Port 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 Rock Port 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 "Rock Port 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 Rock Port Telephone Company in the Rock Port, Watson and South Hamburg exchanges who receive interexchange telecommunications services from Fiber Four Corporation d/b/a "Rock Port 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 Iamo 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 "Rock Port 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 "Rock Port 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 "Rock Port Long Distance" or "RPLD."

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 Missouri 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, Swearingen & 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. Purchaser agrees to indemnify, defend and hold harmless Seller 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 after the close of business on the Closing Date. Seller agrees to indemnify, defend and hold harmless Purchaser 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 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 "Rock Port Long Distance" and "RPLD" 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:
Raymond Henagan
Rock Port Telephone Company d/b/a/ Rock Port Long Distance
107 Opp Street, P.O. Box 147

Rock Port, Missouri 64482

(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, Swearingen & 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, Swearingen & England P.C.

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

"Seller"
FIBER FOUR CORPORATION

By: *Ellen Capsey*
Its: VICE - PRESIDENT

ATTEST:

Walden Lang
Secretary

"Purchaser"
ROCK PORT TELEPHONE COMPANY

By: *Robert Lee Stanton*
Its: PRESIDENT

ATTEST:

Stanley H. Duffin
Secretary

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

*****Proprietary*****

Schedule 3.05
Regulatory Filings

Filing

Consent Obtained

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

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

Schedule 3.10

Licenses of Seller related to Purchased Assets

- 1) Orders granting temporary interexchange authority to Fiber Four Corporation d/b/a Rock Port Long Distance, issued 7/29/99 and 8/26/99, Missouri PSC Case No. TA-2000-27
- 2) Orders approving tariff of Fiber Four Corporation d/b/a Rock Port Long Distance, issued 7/29/99, Missouri PSC Case No. TA-2000-27 and 8/31/99, Missouri PSC Case No. TT-2000-106

**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 Rock Port Telephone Company exchanges of Rock Port, Watson and South Hamburg using the trade name Rock Port Long Distance; and

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

WHEREAS, Rock Port Telephone Company wishes to purchase the portion of the assets involving Rock Port Long Distance and adopt the name Rock Port Long Distance.

NOW, THEREFORE, be it resolved as follows:

Resolved, that Fiber Four Corporation ("Seller") sell, convey, transfer, assign and deliver to Rock Port Telephone Company ("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.

April 12, 2000

DATE

Kurt Ottum

Kathy Saucloth

Roy L. Hayes

Wilbur Lang

Eden Copsey

Bruce Copsey

Being all of the Directors of Fiber Four Corporation.

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
ROCK PORT TELEPHONE COMPANY**

We, the undersigned, being all of the Directors of Rock Port Telephone Company, a Missouri corporation (hereinafter "Rock Port"), 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 Corporation ("Fiber Four") currently provides interexchange telecommunications services to customers in the Rock Port Telephone Company exchanges of Rock Port, Watson and South Hamburg using the trade name Rock Port Long Distance; and WHEREAS, Fiber Four wishes to sell the portion of its assets involving Fiber Four Corporation d/b/a Rock Port Long Distance and discontinue providing service to those customers; and

WHEREAS, Rock Port Telephone Company wishes to purchase the portion of the assets involving Rock Port Long Distance and adopt the name Rock Port Long Distance.

NOW, THEREFORE, be it resolved as follows:

Resolved, that Rock Port Telephone Company ("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 Evidence compliance with the terms, conditions or provisions of the Asset Purchase Agreement and to effectuate the purposes thereof.

April 12, 2000

DATE

Keith Otter Dan LaHue

Robert A. ... Ronald L. Bennington

Wm. Michael Halley Lemuel G. Reavis

Bill J. Harma Stanley R. Shipp

Robert Lee Stentor

Being all of the Directors of the Rock Port Telephone Company