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May 16, 2012

VIA ELECTRONIC FILING
HAND DELIVERED CONFIDENTIAL VERSION

Jocelyn Boyd, Chief Clerk / Administrator
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, SC 29211

Re: ExteNet Systems, Inc.
Local Exchange and Interexchange Certification

Dear Jocelyn:

Enclosed for filing please find the Application of ExteNet Systems, Inc. for a Certificate of Public Convenience and Necessity to provide local exchange and interexchange telecommunications services in South Carolina and for flexible and alternative regulatory treatment. We are also filing a Motion for Protective Treatment to file the confidential financial statements, Exhibit C, under seal as a Trade Secret. Copies of the Application and Motion will be hand delivered to the Commission and the Office of Regulatory Staff containing Exhibit C filed under seal. Please stamp the extra copy of the application and motion provided as proof of filing and return it with our courier.

I will be on vacation from July 16th through July 19th and respectfully seek the Commission's protection from scheduling the hearing on this case during that week. If there is any problem in providing me with this protection, I would ask that you or any counsel representing any parties in this case let me know by June 18th so that appropriate arrangements can be made. If you have any questions, please have someone on your staff contact me.

Very truly yours,

ROBINSON, MCFADDEN & MOORE, P.C.

Bonnie D. Shealy

Bonnie D. Shealy

/bds
Enclosures
cc/enc: Mr. Dan F. Arnett, ORS Chief of Staff (via hand delivery)
Anita Taff-Rice, Esquire (via email)

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of the Application of	)
	)
ExteNet Systems, Inc.	)
For a Certificate of Public Convenience	)
and Necessity to Provide Resold and	)
Facilities-Based Local Exchange and	)
Interexchange Telecommunication Services	)
in the State of South Carolina, and for	)
Flexible Regulation and for Alternative	)
Regulation	)

APPLICATION

I. Introduction

ExteNet Systems, Inc., ("ExteNet"), by its undersigned counsel and pursuant S.C. Code Section 58-9-280 and 26 S.C. Code Regs. 103-600 et seq., respectfully petitions the Public Service Commission of South Carolina ("Commission") to approve this Application to provide resold and facilities-based local exchange and interexchange telecommunications service through the State of South Carolina. ExteNet also requests flexible regulation for its local exchange telecommunications services as the Commission first granted in Order No. 98-165 in Docket No. 97-467-C. The Applicant also requests that the Commission regulate any future long distance business service, consumer card, and operator service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. ExteNet further requests, pursuant to 26 S.C. Regs. 103-601(3) of the Commission's rules, that the Commission waive application to it of certain Commission rules, as

outlined herein.

II. Description of Authority Requested

ExteNet proposes to offer resold and facilities-based interexchange and local exchange services to customers throughout the geographic territory of South Carolina. Granting of ExteNet's Petition by the Commission will serve the public interest. Competition in telecommunications markets brings significant benefits to the people of the South Carolina because it leads to efficient pricing, improved service quality, expanded product and service capabilities, greater reliability and increased consumer choice.

ExteNet possesses the required sufficient technical, financial, and managerial resources and abilities to provide local exchange telecommunications services. For this reason, ExteNet's Statement of Business Operations, as set forth in Section II, should be approved by the Commission.

In sum, granting of this Petition is in the public interest because it will enhance competition, generating the benefits that result from competition, such as customer choice, a more efficient, innovative, technologically advanced and diverse telecommunications infrastructure, higher service quality and competitive prices in the State of South Carolina, with attendant employment opportunities for its citizens. For purposes of verification, and in evidence of its fitness to operate and the public need for its services, ExteNet offers the following information in support of this Application:

1. Name, Address and Telephone Number of Applicant

ExteNet Systems, Inc.
1901 S. Meyers Rd, Suite 190
Oakbrook Terrace, IL 60181
Telephone: (630) 932-2900
Facsimile: (630) 932-2907

2. Description of Applicant and Authority to Conduct Business

ExteNet Systems, Inc. is a corporation organized and existing under the laws of the State of Delaware. Copies of ExteNet's Articles of Incorporation and Certificate of Good Standing are attached as **Exhibits A1 and A2**.[1] On March 13, 2012, ExteNet received a certificate to transact business operate in South Carolina, a copy of which is attached as **Exhibit B**.

3. Correspondence regarding this Application should be directed to

Bonnie D. Shealy
1901 Main Street, Suite 1200
P.O. Box 944
Columbia, SC 29202
Telephone: (803) 779-8900
(803) 227-1102 direct
Fax: (803) 252-0724
(803) 744-1551 direct
Email: bshealy@robinsonlaw.com

With copy to

Anita Taff-Rice
1547 Palos Verdes, # 298
Walnut Creek, CA 94597
Telephone: (415) 699-7885
Facsimile: (925) 274-0988
Email: anita@icommlaw.com

[1] ExteNet was incorporated in the State of Delaware on October 1, 2002 under the name ClearLinx Network Corporation. On August 1, 2006, ClearLinx Network Corporation filed a Certificate of Amendment with the State of Delaware officially changing its name to ExteNet Systems, Inc. On August 17th, 2006 ClearLinx Network Corporation filed for and was granted a Certificate of Amended Authority to reflect the new corporate name.

4. Customer Service Contact Information

ExteNet's provides customer 24 hours per day, seven days per week via a toll-free number (1-866-892-5327). The ExteNet employee with overall responsibility for customer service and service quality is:

Mr. Dan Timm
Vice President and Chief Financial Officer
1901 S. Meyers Rd., Suite 190
Oakbrook Terrace, IL 60181
Telephone: (630) 932-2900
Facsimile: (630) 932-2907

5. Description of Proposed Service

ExteNet will provide non-switched dedicated Point-To-Point Private Virtual Circuit (PVC) Transport Service on a wholesale basis to other carriers via a Distributed Antenna System ("DAS") network. This service is offered to Wireless Services Providers ("WSPs") so that they can improve their coverage by filling in "dead spots," or increase their capacity to provide services in certain geographic areas. ExteNet will provide its Point-to-Point PVC Transport Services on fiber optic facilities through a combination of its own network and facilities and services leased from a variety of existing carriers and other suppliers.

ExteNet's DAS networks begin at the ExteNet Base Station (WSPs are responsible for providing or obtaining circuits to connect their networks to the ExteNet Base Station). The ExteNet Base Station contains the Wireless Carriers' circuit terminating equipment, known as a Base Transceiver Station, as well as ExteNet's Radio Frequency to Optical conversion equipment and multiplexers. The ExteNet equipment converts Wireless Carriers' Radio Frequency signals into optical signals, and places those signals onto fiber optic facilities, which transport those signals to one or more remote

locations, and then re-convert it back to an RF signal that is transmitted from an antenna at the remote location. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, convert it to an optical signal, transport it on fiber optic facilities back to the Base Station, and then re-convert it back to an RF signal that is handed off to WSP equipment located at the Base Station.

ExteNet does not intend to furnish switched voice services or dial tone, and will not provide service to any end user customer. Instead, it will provide service only to other carriers on a wholesale basis. ExteNet's services are subject to availability of equipment and technical/economic feasibility of constructing or leasing necessary facilities. The Company's proposed tariff is attached as **Exhibit E.**

6. Financial Ability

ExteNet has the financial resources to provide the telecommunications services that it proposes to offer within the State of South Carolina. As evidence of its financial ability to render the proposed services, ExteNet is providing as **Confidential Exhibit C** its most recent audited financial statement for the year ended December 31, 2010, and the unaudited financial statements for the year ended December 31, 2011. Audited financial statements for 2011 are not yet available.

ExteNet has sufficient capital on hand to commence operations in the State of South Carolina and the company has access to additional capital financing as may be needed to sustain future growth and expansion. It should be noted that ExteNet's business plan calls for it to provide its services based upon direct customer demand.

Confidential Exhibit C is provided to the Commission in a separate sealed envelope, and ExteNet requests that **Confidential Exhibit C** be afforded confidential

treatment in accordance with S.C. Code Ann. § 39-8-10, *et seq*. Confidential treatment is warranted because **Confidential Exhibit C** contains trade secrets, and proprietary commercial and financial information, which, if disclosed, would result in substantial harm to ExteNet's competitive position. ExteNet is a privately held corporation and therefore its financial statements and other related business information are confidential and not generally known or available. ExteNet derives independent economic value from the unavailability of its financial information because the disclosure of such information would harm its ability to negotiate with vendors, harm its relationship with its investors, including the ability to obtain future financing, and would give an undue advantage to its competitors.

ExteNet closely guards its financial information to ensure it does not become publicly disclosed. Financial information is not publicly disseminated, and ExteNet takes reasonable steps internally to protect this information. Disclosure of financial information is limited to ExteNet's counsel, board of directors, and employees of the company who are directly involved with its financial operations. Further, in the event that ExteNet is required to submit its financial information for review to governmental agencies, all such information is designated as confidential, and all reasonable steps are taken to protect the financial information from public disclosure.

7. Management Ability

The senior management of ExteNet has extensive experience in the provision of telecommunications service. ExteNet is providing a list of all officers and directors as well as biographies for key members of management in **Exhibit D**. These biographies reflect that ExteNet possesses significant expertise for operating a telecommunications

company. In addition to the senior management, ExteNet has highly qualified technical personnel to ensure that ExteNet's operations will meet demanding standards for service quality and reliability. ExteNet has been certified to operate in 30 states and the District of Columbia.

8. Public Interest Considerations

Granting ExteNet's application will serve the public interest. Competition in telecommunications markets brings significant benefits to the people of the State of South Carolina because it leads to efficient pricing, improved service quality, expanded product and service capabilities, greater reliability and increased consumer choice.

Authorizing ExteNet to operate, as a common carrier will result in an increase of diversity in the supply of existing and future telecommunications services and products in the telecommunications market. Increased choices among facilities-based providers will promote competitively driven cost-based rates for telecommunications services.

ExteNet's services will assist Wireless Services Providers (WSPs") in providing improved RF cellular and PCS coverage in areas that have long been neglected due to challenging terrain and topology. ExteNet's facilities and services will allow WSPs to provide improved coverage in support of mobile voice and data, broadband and access to emergency services. This additional coverage will benefit the residents of South Carolina by addressing concerns expressed by wireless services customers over deficient cellular coverage in some geographical areas.

In sum, granting this Petition is in the public interest because it will enhance competition, generating the benefits that result from competition, such as customer choice, a more efficient, innovative, technologically advanced and diverse

telecommunications infrastructure, higher service quality and competitive prices in the State of South Carolina.

9. Waivers and Regulatory Compliance

ExteNet requests that, pursuant to 26 S.C. Regs. 103-601(3), the Commission grant it a waiver of those regulatory requirements that are inapplicable to ExteNet's services because compliance with such rules would cause ExteNet unusual hardship. Specifically, ExteNet requests a waiver of the following Commission Rules:

- **26 S.C. Reg. 103-610**: requiring a utility to maintain its records in the State of South Carolina. ExteNet is headquartered in Illinois. As a result, it would be impractical for ExteNet to maintain separate records in South Carolina, If the Commission determines it is necessary to review ExteNet's books, ExteNet will provide this information to the Commission upon request or will bear the cost of any out-of-state travel expenses incurred by Commission staff.

- **26 S.C. Reg.103-611**: requiring the use of the FCC's Uniform System of Accounts (USGA). Because ExteNet is a privately-held, competitive carrier without market power and exempt from the USGA, it would be burdensome and unnecessary to require it to comply with this Rule. ExteNet maintains its books and records in accordance with the Generally Accepted Accounting Principles ("GAAP"), and asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate operations.

- **26 S.C. Reg.103-612-2.3**: requiring utilities to file operating area maps with the Commission. ExteNet proposes to provide telecommunications services statewide, and primarily in the service areas of incumbent local exchange carriers. Maps

defining those areas are already on file with the Commission.

- **26 S.C. Reg.103-631**: regarding the publication of directories. ExteNet does not intend to offer voice services, either residential or business and thus does not anticipate that it will publish directories for its customers. The Commission has granted such waivers to other carriers under similar circumstances, and ExteNet respectfully requests that the Commission a waiver of this rule.

- **26 S.C. Reg. 103-607:** ExteNet does not intent to provide retail residential local exchange services at the present time. ExteNet is aware of 26 S.C. Regs. 103-607's requirement that telephone utilities providing retail residential local exchange services must provide a bond or other security mechanism unless the utility has invested at least $5,000,000 in telecommunications facilities in the State of South Carolina or a waiver has been requested. At such time as the Applicant plans to offer residential local exchange services in South Carolina, Unity will comply with the requirements of 26 S.C. Regs. 103-607.

10. **Flexible Regulation of Local Exchange Services**

In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. ExteNet submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above mentioned docket. The Applicant requests

that any future local exchange service tariff filings be regulated under this form of flexible regulation.

11. Alternative Regulation of Business Service Offerings

In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. Unity submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. ExteNet requests that any future interexchange business services, consumer card, and operator service offerings be regulated under this form of relaxed regulation.

III. Conclusion

The telecommunications industry is growing and changing at an impressive pace. The entry of ExteNet into the local exchange market will enhance competition in the provision of telecommunications services within the State of South Carolina as prescribed by the Federal Telecommunications Act. ExteNet will bring significant benefits to telecommunications users in the State of South Carolina. ExteNet's expertise in the telecommunications sector will permit it to select the most economic and efficient services, thereby providing customers with a better combination of price, quality and

customer service than other carriers. Accordingly, ExteNet anticipates its proposed service will provide subscribers with better quality services and will increase consumer choice of innovative, diversified, and reliable service offerings.

ExteNet has the requisite financial, managerial and technical capability to provide local exchange, exchange access and private line services contemplated with this Petition. It is in the public interest to authorize competitive carriers to offer alternatives to the incumbent companies' service offerings. ExteNet's entry will not unreasonably prejudice or disadvantage any telephone service provider and will be in the public interest.

Wherefore, ExteNet requests that the Public Service Commission of the State of South Carolina grant it authority to provide facilities-based and resold local exchange, exchange access and private line services in the State of South Carolina.

Dated this 16th day of May, 2012.

Robinson, McFadden & Moore, P.C.

By: _____

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P.O. Box 944
Columbia, SC 29202
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Anita Taff-Rice
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1547 Palos Verdes, # 298
Walnut Creek, CA 94597
Telephone: (415) 699-7885
Facsimile: (925) 274-0988

Counsel for ExteNet Systems, Inc.

BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of the Application of	)
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ExteNet Systems, Inc.	)
For a Certificate of Public Convenience	)
and Necessity to Provide Resold and	)
Facilities-Based Local Exchange and	)
Interexchange Telecommunication Services	)
in the State of South Carolina, and for	)
Flexible Regulation and for Alternative	)
Regulation	)

Exhibits A1 and A2

Articles of Incorporation
and Certificate of Good Standing

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "EXTENET SYSTEMS, INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF JANUARY, A.D. 2010, AT 2:39 O'CLOCK P.M.

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

Jeffrey W Bullock, Secretary of State

3574949 8100

AUTHENTICATION: 7767642

100054319

DATE: 01-20-10

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:42 PM 01/20/2010
FILED 02:39 PM 01/20/2010
SRV 100054319 - 3574949 FILE

FOURTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF EXTENET SYSTEMS, INC.

(Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware)

ExteNet Systems, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

FIRST: That the name of this Corporation is ExteNet Systems, Inc. and that this Corporation was originally incorporated pursuant to the General Corporation Law on October 1, 2002, under the name ClearLinx Network Corporation;

SECOND: That the Board of Directors of the Corporation (the "Board of Directors") duly adopted resolutions proposing to amend and restate the Third Amended and Restated Certificate of Incorporation of the Corporation, declaring said amendment and restatement to be advisable and in the best interests of the Corporation and its stockholders, and authorizing the appropriate officers of the Corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Third Amended and Restated Certificate of Incorporation of the Corporation be amended and restated in its entirety as follows:

ARTICLE I

The name of the Corporation is ExteNet Systems, Inc.

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is located at 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The nature of the businesses and purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law. The Corporation will have perpetual existence.

ARTICLE IV

A. Authorization of Stock. The Corporation is authorized to issue two classes of stock to be designated, respectively, common stock and preferred stock. The total number of shares that the Corporation is authorized to issue is Two Hundred Eight Million, Five Hundred

Ten Thousand, Seven Hundred Seventy-Four (208,510,774). The total number of shares of common stock authorized to be issued is One Hundred Eleven Million, Three Hundred Forty-Two Thousand, Eight Hundred Eighty-Seven (111,342,887), par value $0.001 per share (the "Common Stock"). The total number of shares of preferred stock authorized to be issued is Ninety-Seven Million, One Hundred Sixty-Seven Thousand, Eight Hundred Eighty-Seven (97,167,887), par value $0.001 per share (the "Preferred Stock"), consisting of (i) Seventeen Million, Eight Hundred Sixty-Six Thousand, Six Hundred Seventy-Two (17,866,672) shares of Series A Preferred Stock, (ii) Ten Million, Eight Hundred Forty-Four Thousand, Four Hundred Forty-Eight (10,844,448) shares of Series B Preferred Stock, (iii) Nineteen Million, Four Hundred Forty-Nine Thousand, One Hundred Thirty-Three (19,449,133) shares of Series C Preferred Stock, (iv) Forty-Four Million, Eight Hundred Nine Thousand, One Hundred Sixty-One (44,809,161) shares of Series D Preferred Stock, and (v) Four Million, One Hundred Ninety-Eight Thousand, Four Hundred Seventy-Three (4,198,473) shares of Series D-1 Preferred Stock.

B. Rights, Preferences and Restrictions of Preferred Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Preferred Stock are as set forth below in this Article IV(B).

1. Dividend Provisions.

(a) The holders of shares of Preferred Stock (on an as-converted to Common Stock basis) shall be entitled to receive dividends, out of any assets legally available therefor, ratably with the holders of Common Stock, payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. Declared but unpaid dividends with respect to a share of Preferred Stock shall, upon conversion of such share to Common Stock, be paid to the extent assets are legally available therefor either in cash or in Common Stock (valued at the fair market value on the date of payment as determined in good faith by the Board of Directors of the Corporation).

(b) So long as any share of Series D Preferred Stock or Series D-1 Preferred Stock remains outstanding, unless all dividends declared by the Board of Directors on all outstanding shares of Series D Preferred Stock and Series D-1 Preferred Stock have been paid in cash, the Corporation shall not declare or pay any dividends or any make any distributions relating to, or redeem, purchase, acquire or make any liquidation payment relating to, any shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Common Stock or any other shares of capital stock of the Corporation now existing or hereafter authorized over which the Series D Preferred Stock and Series D-1 Preferred Stock has preference or priority in the payment of dividends or in the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (all such capital stock, "Junior Stock").

2. Liquidation Preference. Upon the occurrence of any Liquidation Event (as defined below), the proceeds of such Liquidation Event legally available for distribution to the Corporation's stockholders (the "Proceeds") shall be distributed in accordance with the terms of this subsection 2.

(a) The holders of Series D Preferred Stock shall be entitled to receive, prior and in preference to any distribution of Proceeds to the holders of Junior Stock by reason of their ownership thereof, an amount per share equal to the greater of: (i) the sum of: (x) the applicable Original Issue Price (as defined below) for such share of Series D Preferred Stock; (y) an amount computed at the rate of nine percent (9%) per annum of the Original Issue Price for such share of Series D Preferred Stock, compounded on an annual basis from the date of issuance of such share of Series D Preferred Stock; and (z) all declared but unpaid dividends on such share of Series D Preferred Stock; and (ii) the amount that would be received in respect of such share of Series D Preferred Stock if such share was converted into shares of Common Stock in accordance with the terms of this Fourth Amended and Restated Certificate of Incorporation immediately prior to the occurrence of such Liquidation Event. The holders of Series D-1 Preferred Stock shall be entitled to receive, prior and in preference to any distribution of Proceeds to the holders of Junior Stock by reason of their ownership thereof, but *pari passu* with distribution to the holders of the Series D Preferred Stock, an amount per share equal to the greater of: (i) the sum of: (x) the applicable Original Issue Price for such share of Series D-1 Preferred Stock, and (y) all declared but unpaid dividends on such share of Series D-1 Preferred Stock; and (ii) the amount that would be received in respect of such share of Series D-1 Preferred Stock if such share was converted into shares of Common Stock in accordance with the terms of this Fourth Amended and Restated Certificate of Incorporation immediately prior to the occurrence of such Liquidation Event. If, upon the occurrence of such Liquidation Event, the Proceeds shall be insufficient to permit the payment to such holders of shares of Series D Preferred Stock and Series D-1 Preferred Stock of the full preference amounts described above, then the entire Proceeds shall be distributed ratably among the holders of the shares of Series D Preferred Stock and Series D-1 Preferred Stock on a *pari passu* basis in proportion to the full preference amounts described above that each such holder is otherwise entitled to receive under this subsection 2(a). For purposes of this Fourth Amended and Restated Certificate of Incorporation, "Original Issue Price" shall mean $2.62 per share for each share of Series D Preferred Stock and Series D-1 Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to such series of Preferred Stock).

(b) Following the payment in full to the holders of Series D Preferred Stock and Series D-1 Preferred Stock of the amounts set forth in subsection 2(a), the holders of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock shall be entitled to receive, prior and in preference to any distribution of Proceeds to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of: (i) the sum of (x) the applicable Original Issue Price for such share of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock, (y) an amount computed at the rate of five percent (5%) per annum of the applicable Original Issue Price for such share of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock, on a noncompounding basis from the respective dates of issuance of such share of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock, and (z) all declared but unpaid dividends on such share of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock; and (ii) the amount that would be received in respect of such share of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock if such share was converted into shares of Common Stock in accordance with the terms of this Fourth Amended and Restated Certificate of Incorporation immediately prior to the occurrence of such Liquidation Event. If, upon the occurrence of such

Liquidation Event and following the payment in full to the holders of Series D Preferred Stock and Series D-1 Preferred Stock of the amounts set forth in subsection 2(a), the Proceeds shall be insufficient to permit the payment to such holders of shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock of the full preference amounts described above, then the remaining Proceeds shall be distributed ratably among the holders of the shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock on a *pari passu* basis in proportion to the respective full preference amounts described above that each such holder is otherwise entitled to receive under this subsection 2(b). For purposes of this Fourth Amended and Restated Certificate of Incorporation, "Original Issue Price" shall mean (i) $1.20 per share for each share of Series A Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to such series of Preferred Stock), (ii) $1.4754 per share for each share of the Series B Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to such series of Preferred Stock), and (iii) $1.70 per share for each share of Series C Preferred Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like with respect to such series of Preferred Stock).

(c) Upon completion of the distributions required by subsections (a) and (b) of this subsection 2, all of the remaining Proceeds shall be distributed among the holders of Common Stock by reason of their ownership thereof *pro rata* based on the number of shares of Common Stock held by each such holder (excluding for the purposes of such distribution all of the Preferred Stock).

(d) Liquidation Event.

(i) For purposes of this subsection 2, a "Liquidation Event" shall mean: (A) the sale, transfer or other disposition of all or substantially all of the Corporation's assets in one transaction or a series of related transactions (other than to a wholly-owned subsidiary of the Corporation); (B) the merger, reorganization, consolidation or other business combination of the Corporation with or into another entity in one transaction or a series of related transactions (a "Business Combination") (except a Business Combination in which (i) the holders of the issued and outstanding shares of capital stock of the Corporation immediately prior to such Business Combination continue after the consummation thereof to hold at least fifty percent (50%) of the voting power of the issued and outstanding shares of capital stock of the Corporation or the surviving or acquiring entity and (ii) the rights, preferences, privileges and restrictions granted or imposed on all of the Series of Preferred Stock as specified in this Fourth Amended and Restated Certificate of Incorporation (the "Existing Preferred Rights") are not adversely affected (or the holders of shares of such Preferred Stock receive shares of capital stock in the surviving or acquiring entity with rights, preferences, privileges and restrictions substantially the same or more favorable than the Existing Preferred Rights)); (C) the issuance or transfer (whether by sale, merger, consolidation or otherwise), in one transaction or a series of related transactions, to a Person (as defined below) or group of affiliated Persons (other than an underwriter or underwriters of the Corporation's securities) of the Corporation's issued and outstanding shares of capital stock if, after such closing, the holders of the Corporation's issued and outstanding shares of capital stock immediately prior to such transfer would hold less than fifty percent (50%) of the voting power of the issued and outstanding shares of capital stock of the Corporation; or (D) a liquidation, dissolution or winding up of the Corporation. For the

purposes of this Fourth Amended and Restated Certificate of Incorporation, "Person" means an individual, a corporation, a partnership, an association, a trust, a limited liability company or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

(ii) If any portion of the Proceeds received by the Corporation or its stockholders in any Liquidation Event is other than cash, the value of such non-cash Proceeds will be equal to their fair market value. Any securities comprising a portion or all of such non-cash Proceeds shall be valued as follows:

(A) Securities traded on a public market and not subject to restrictions on free marketability covered by (B) below:

(1) If traded on a securities exchange or through the NASDAQ National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the twenty (20) consecutive trading-day period ending three (3) trading days prior to the closing or consummation of the Liquidation Event;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) consecutive trading-day period ending three (3) trading days prior to the closing or consummation of the Liquidation Event; and

(3) If there is no active public market, the value shall be the fair market value thereof, as mutually determined in good faith by (i) the Board of Directors of the Corporation, (ii) the holders of at least a majority of the voting power of all then outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis) and (iii) the holders of at least a majority of all the outstanding shares of Series D Preferred Stock and Series D-1 Preferred Stock (voting together as a single class on an as-converted basis) (a "Preferred D Majority"); provided, that if a Preferred D Majority or the holders of at least a majority of the voting power of all then outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis) (in either case, the "Disputing Stockholders") do not agree with the determination of fair market value proposed by the Board of Directors within fifteen (15) days of the delivery of such proposal by the Board of Directors to the stockholders of the Corporation, then such Disputing Stockholders or the Board of Directors shall have the right to initiate the following fair market value determination process: the valuation shall be made by a nationally recognized appraiser selected by the Disputing Stockholders and the Board of Directors or, if they cannot agree on an appraiser within twenty (20) days after initiation of the fair market value determination process, each shall select a nationally recognized appraiser within five (5) days following the expiration of such twenty (20) day period, and the two appraisers shall designate a third nationally recognized appraiser within ten (10) days following the expiration of such twenty (20) day period. Such third appraiser shall complete an appraisal of such fair market value within thirty (30) days following its designation, and its appraisal shall be determinative of such value. The cost of such appraisal shall be shared equally by the Disputing Stockholders, on the one hand, and the Company, on the other hand, with the portion of the cost borne by the Disputing Stockholders being borne among them on a pro rata basis.

(B) The method of valuation of securities subject to restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate under Rule 144 of the Securities Act of 1933, as amended) shall be to make an appropriate discount from the market value determined as above in subsections (A)(1), (2) or (3) to reflect the approximate fair market value thereof, as mutually determined in good faith by (i) the Board of Directors of the Corporation; (ii) the holders of at least a majority of the voting power of all then outstanding shares of such Preferred Stock (voting together as a single class on an as-converted basis) and (iii) a Preferred D Majority. If any Disputing Stockholders do not agree with the determination of fair market value proposed by the Board of Directors, then such determination may be rendered in accordance with the fair market valuation determination process set forth in subsection (A)(3) above.

(C) The foregoing methods for valuing non-cash consideration comprising a portion or all of the Proceeds of a Liquidation Event shall be superseded by any determination of such value set forth in any definitive agreements governing such Liquidation Event.

(iii) In the event the requirements of this subsection 2 are not complied with, the Corporation shall forthwith either:

(A) cause the closing of such Liquidation Event to be postponed until such time as the requirements of this subsection 2 have been complied with; or

(B) cancel all transactions relating to such Liquidation Event, in which event the rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 2(e)(iv) hereof.

(iv) The Corporation shall give each holder of record of Preferred Stock written notice of each impending Liquidation Event not later than ten (10) days prior to the closing or consummation of such transaction, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this subsection 2, and the Corporation shall thereafter give such holders prompt notice of any material changes to the terms of the transaction. The transaction shall in no event take place sooner than ten (10) days after the Corporation has given the first notice provided for herein or sooner than two (2) days after the Corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of (i) the holders of Preferred Stock that are entitled to such notice rights or similar notice rights and represent at least a majority of the voting power of all then outstanding shares of the Preferred Stock (voting together as a single class on an as-converted basis) and (ii) a Preferred D Majority. The holders of the outstanding Preferred Stock can waive the notice requirements described in this subsection (iv) upon the affirmative vote or written consent of (x) the holders of at least a majority of the shares of Preferred Stock then outstanding (voting together as a single class on an as-converted basis) and (y) a Preferred D Majority.

(e) Allocation of Escrow and Contingent Consideration. If any portion of the Proceeds otherwise payable to the stockholders of the Corporation upon the occurrence of a Liquidation Event is to be subject to escrow and/or is payable to the stockholders of the Corporation upon the occurrence of certain contingencies (the "Contingent Payment Provisions" and the proceeds subject thereto, "Contingent Proceeds"), the application of such Contingent Payment Provisions shall not be permitted and shall be deemed unenforceable against the Corporation and its stockholders to the extent such provisions restrict, limit, interfere or are otherwise contrary to the liquidation preferences and priorities set forth in subsection 2(a) through (c) above. Without limiting the foregoing, any Contingent Proceeds actually paid to the stockholders of the Corporation shall be allocated among the stockholders of the Corporation as if such amounts had been included in the Proceeds payable to the stockholders of the Corporation upon consummation of the Liquidation Event and paid to the stockholders of the Corporation in accordance with this subsection 2.

3. Intentionally omitted.

4. Conversion. The Preferred Stock shall be convertible into Common Stock as follows:

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issue Price applicable to such series of Preferred Stock by the Conversion Price (as defined and adjusted below) applicable to such series of Preferred Stock (referred to herein as the "Conversion Rate" for such series). The initial Conversion Price for the Series A Preferred Stock shall be the Original Issue Price applicable to such Series A Preferred Stock; the initial Conversion Price for the Series B Preferred Stock shall be the Original Issue Price applicable to such Series B Preferred Stock; the initial Conversion Price for the Series C Preferred Stock shall be the Original Issue Price applicable to such Series C Preferred Stock; the initial Conversion Price for the Series D Preferred Stock shall be the Original Issue Price applicable to such Series D Preferred Stock; and the initial Conversion Price for the Series D-1 Preferred Stock shall be the Original Issue Price applicable to such Series D-1 Preferred Stock; provided, however, that the Conversion Prices for the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series D-1 Preferred Stock shall be subject to adjustment as set forth in subsection 4(d). The respective conversion rates for the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series D-1 Preferred Stock into Common Stock are collectively referred to herein as the "Conversion Rates".

(b) Automatic Conversion.

(i) Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the then-applicable Conversion Rate for such series of Preferred Stock immediately upon the Corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 under the Securities Act of 1933, as amended, (x) the public offering price of which is not less than $5.25

per share (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) and (y) that results in aggregate proceeds to the Corporation of at least $50,000,000 (prior to expenses and underwriting commissions) (a "Qualified IPO").

(ii) Each share of Series D Preferred Stock and Series D-1 Preferred Stock shall automatically be converted into shares of Common Stock at the then-applicable Conversion Rate for such series of Preferred Stock upon the date specified by written consent or agreement of the holders of at least seventy percent (70%) of the then-outstanding shares of Series D Preferred Stock and Series D-1 Preferred Stock (voting together as a single class on an as-converted basis). Each share of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock shall automatically be converted into shares of Common Stock at the then-applicable Conversion Rate for such series of Preferred Stock upon the date specified by written consent or agreement of the holders of at least a majority of the then-outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock (voting together as a single class on an as-converted basis).

(c) Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to exercise an optional right to convert the same into shares of Common Stock hereunder, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, as set forth in subsection 4(b)(i), the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the shares of Common Stock upon conversion of the shares of Preferred Stock shall not be deemed to have converted such shares of Preferred Stock until immediately prior to the closing of such sale of securities. If the conversion is in connection with the provisions of subsection 4(b)(ii) above, such conversion shall be deemed to have been made on the conversion date described in the written consent or agreement providing for such conversion, and the Persons entitled to receive shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holders of such shares of Common Stock as of such date.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Conversion Prices shall be subject to adjustment from time to time as follows:

(i) Conversion Price Adjustment.

(A) If the Corporation shall issue, on or after the Filing Date, any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price in effect immediately prior to the issuance of such Additional Stock with respect to any of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series D-1 Preferred Stock, as the case may be, then the Conversion Price for such Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series D-1 Preferred Stock (as the case may be) shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock Outstanding (as defined below) immediately prior to such issuance of Additional Stock plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance of Additional Stock would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock Outstanding immediately prior to such issuance plus the number of shares of such Additional Stock. For purposes of this subsection 4(d)(i)(A), the term "Common Stock Outstanding" shall mean the sum of the following: (1) outstanding Common Stock; plus (2) Common Stock issuable upon the conversion or exchange of Convertible Securities (as defined below); plus (3) Common Stock issuable upon exercise of all outstanding Options (as defined below) (including Common Stock issuable upon conversion or exchange of Convertible Securities that are issuable upon exercise of such Options). Securities described in (1) through (3) above shall be included for the purpose of computing the Common Stock Outstanding irrespective of whether such securities are vested or unvested, contingent or non-contingent, and exercisable or not yet exercisable. For the purposes of this subsection 4(d), (i) "Convertible Securities" shall mean all debt instruments, securities and shares of capital stock, in each case, issued by the Corporation and that are convertible into or exchangeable for shares of Common Stock, and (ii) "Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either shares of Common Stock or Convertible Securities. No adjustment of the Conversion Prices shall be made in an amount less than one cent per share, provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and either shall be taken into account either in any subsequent adjustment made prior to the expiration of the three (3) year period following the date of the event giving rise to the adjustment being carried forward, or shall be made upon the expiration of the three (3) year period following the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in subsections 4(d)(i)(E)(3) and 4(d)(i)(E)(4), no adjustment of any Conversion Price pursuant to this subsection 4(d)(i) shall have the effect of increasing such Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any discounts, fees, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of Common Stock for a consideration in whole or in part other than cash, the value of consideration other than cash shall

be deemed to be the fair market value thereof as determined in a manner consistent with subsection 2(d)(ii)(A)(3) above irrespective of any accounting treatment.

(E) In the case of the issuance of Options or Convertible Securities, the following provisions shall apply for purposes of determining the number of shares of Additional Stock issued and the consideration paid therefor:

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such Options shall be deemed to have been issued at the time such Options were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 4(d)(i)(C) and 4(d)(i)(D)), if any, received by the Corporation upon the issuance of such Options plus the minimum exercise price provided in such Options (without taking into account potential antidilution adjustments) for the shares of Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for, any such Convertible Securities or upon the exercise of Options to purchase such Convertible Securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such Convertible Securities were issued or such Options were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such Convertible Securities and related Options (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such Convertible Securities or the exercise of any related Options (the consideration in each case to be determined in the manner provided in subsections 4(d)(i)(C) and 4(d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the amount of consideration payable to the Corporation upon exercise of such Options or upon conversion of or in exchange for such Convertible Securities, the Conversion Prices of the Preferred Stock, to the extent in any way affected by or computed using such Options or Convertible Securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of shares of Common Stock or any payment of such consideration upon the exercise of any such Options or the conversion or exchange of any such Convertible Securities.

(4) Upon the expiration or termination of any such Options, or of any such rights to convert or exchange any Convertible Securities, the Conversion Prices of the Preferred Stock, to the extent in any way affected by or computed using such Options or Convertible Securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and Convertible Securities that remain in effect) actually issued upon the exercise of such Options or upon the conversion or exchange of such Convertible Securities.

(5) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefore pursuant to subsections 4(d)(i)(E)(1) and 4(d)(i)(E)(2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(d)(i)(E)(3) or 4(d)(i)(E)(4).

(ii) "Additional Stock" shall mean any shares of Common Stock or Common Stock Equivalents (as defined below) issued (or deemed to have been issued pursuant to subsection 4(d)(i)(E)) by the Corporation on or after the Filing Date other than shares of Common Stock or Common Stock Equivalents issued, issuable or deemed to be issued at any time as follows (collectively, the "Excluded Securities"):

(A) Common Stock or Common Stock Equivalents issued pursuant to a transaction described in subsection 4(d)(iii) hereof (or Common Stock issued upon conversion of such Common Stock Equivalents) assuming the adjustments contemplated therein are applied;

(B) Common Stock or Common Stock Equivalents issued or deemed to be issued upon conversion of shares of Series C Preferred Stock, shares of Series D Preferred Stock and shares of Series D-1 Preferred Stock that were authorized as of the Filing Date and issued on a subsequent date pursuant to an agreement in effect on the Filing Date (the closing date of the transactions contemplated by any such agreement being hereinafter referred to as the "Series D Issue Date");

(C) Common Stock, Options or Convertible Securities issued to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to the Corporation's Second Amended and Restated 2004 Equity Incentive Plan, as amended, modified or restated from time to time (subject to subsection 6(c)(iv) below);

(D) Common Stock issued pursuant to a firm commitment underwritten public offering;

(E) Common Stock or Convertible Securities issued upon the exercise of any Options that are outstanding on the Filing Date;

(F) Common Stock issued pursuant to the conversion of any Convertible Securities that are either (x) outstanding on the Filing Date or (y) issued pursuant to the exercise of any Options that are outstanding on the Filing Date;

(G) Common Stock issued upon conversion of Preferred Stock or as dividends or distributions on the Preferred Stock;

(H) Common Stock, Options or Convertible Securities issued as consideration (and not as equity financing) in connection with a bona fide business acquisition of or by the Corporation, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise, which transaction is approved by the Corporation's Board of Directors;

(I) Common Stock issued or deemed issued pursuant to subsection 4(d)(i)(E) as a result of any decrease in the Conversion Price of any series of Preferred Stock resulting from the operation of subsection 4(d)(i);

(J) Common Stock, Options or Convertible Securities issued pursuant to corporate partnering agreements or joint ventures, provided such transaction is entered into for purposes other than equity financing and is approved by the Corporation's Board of Directors; or

(K) Options or Convertible Securities issued or issuable to any equipment lessors or institutional lenders in connection with commercial debt financing transactions, provided such transaction is approved by the Corporation's Board of Directors.

(iii) In the event the Corporation should at any time or from time to time after the Filing Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock, including Options and Convertible Securities (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of effectuation or payment of such split, subdivision, dividend or other distribution if no record date is fixed), the Conversion Prices of the Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series of Preferred Stock shall be increased in proportion to such increase of the aggregate of the shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in subsection 4(d)(i)(E). Notwithstanding the foregoing, if after the fixing of such a record date the proposed split, subdivision, dividend or other distribution shall be rescinded or there shall be any change in the resulting increase of the aggregate of the shares of Common Stock outstanding and those issuable with respect to Common Stock Equivalents, then the Conversion Prices of the Preferred Stock, to the extent in any way affected by or computed as a result of the fixing of such record date, shall be recomputed to reflect the issuance of only the shares of Common Stock and Common Stock Equivalents, if any, actually issued or issuable pursuant to such split, subdivision, dividend or other distribution.

(iv) In the event the Corporation should at any time or from time to time after the Filing Date fix a record date for the effectuation of a reverse stock split or combination of the outstanding shares of Common Stock or the determination of holders of Common Stock subject to such reverse stock split or combination, then, as of the record date (or the date of effectuation of such reverse stock split or combination if no record date is fixed), the Conversion Prices for the Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series of Preferred Stock shall be decreased in proportion to such decrease in the outstanding shares of Common Stock. Notwithstanding the foregoing, if after the fixing of such a record date the proposed reverse

stock split or combination shall be rescinded or there shall be any change in the resulting decrease of the aggregate of the shares of Common Stock outstanding, then the Conversion Prices of the Preferred Stock, to the extent in any way affected by or computed as a result of the fixing of such record date, shall be recomputed to reflect the reverse stock split or combination of only the shares of Common Stock, if any, actual split or combined pursuant to such reverse stock split or combination.

(e) Other Distributions. In the event the Corporation shall declare a distribution payable in securities of other Persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 4(d)(iii), then, in each such case for the purpose of this subsection 4(e), the holders of the shares of Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of shares of Common Stock of the Corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this subsection 4 or in subsection 2 above), provision shall be made so that the holders of the shares of Preferred Stock shall thereafter be entitled to receive upon conversion of such shares of Preferred Stock the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of shares of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this subsection 4 with respect to the rights of the holders of the shares of Preferred Stock after the recapitalization to the end that the provisions of this subsection 4 (including adjustment of the Conversion Prices then in effect and the number of shares purchasable upon conversion of shares of Preferred Stock) shall be applicable after that event as nearly equivalently as may be practicable.

(g) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares of Common Stock shall be issued upon the conversion of any shares of the Preferred Stock and the aggregate number of shares of stock to be issued to particular stockholders shall be rounded down to the nearest whole share, and the Corporation shall pay in cash the fair market value, determined in good faith by the Board of Directors, of any fractional shares as of the time when entitlement to receive such fractions is determined. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into shares of Common Stock and the number of shares Common Stock issuable upon such conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Prices of Preferred Stock pursuant to this subsection 4, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of shares of Preferred Stock a certificate setting

forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of shares of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such Preferred Stock then in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of Preferred Stock.

(h) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, the Corporation shall mail to each holder of shares of Preferred Stock, at least ten (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution, and the amount and character of such dividend or distribution.

(i) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in reasonable best efforts to obtain the requisite stockholder approval of any necessary amendment to this Fourth Amended and Restated Certificate of Incorporation.

(j) Notices. Any notice required by the provisions of this subsection 4 to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation or if given by any other method permitted under the General Corporation Law.

(k) Waiver of Adjustment to Conversion Price. Notwithstanding anything herein to the contrary, (i) any reduction of the Conversion Price of the Series D Preferred Stock or Series D-1 Preferred Stock may be waived, either prospectively or retroactively and either generally or in a particular instance, by the consent or vote of the holders of seventy percent (70%) of the then outstanding shares of Series D Preferred Stock and Series D-1 Preferred Stock (voting together as a single class on an as-converted basis), and (ii) any reduction of the Conversion Price of the Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock may be waived, either prospectively or retroactively and either generally or in a particular instance, by the consent or vote of the holders of a majority of the then outstanding shares of the Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock (voting together as a single class on an as-converted basis). Any such waiver shall bind all future holders of shares of such series of the Preferred Stock.

5. Voting Rights.

(a) General Voting Rights. The holder of each share of Preferred Stock shall have the right to one vote for each share of Common Stock into which such Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of shares of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote, together with holders of shares of Common Stock, with respect to any question upon which holders of shares of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) Voting for the Election of Directors. As long as any shares of Preferred Stock remain outstanding, the holders of such shares of Preferred Stock shall be entitled to elect five (5) directors of the Corporation at any election of directors. The holders of outstanding Common Stock shall be entitled to one (1) director of the Corporation at any election of directors; provided, that such director shall be the then-current chief executive officer of the Corporation. The holders of Preferred Stock and Common Stock (voting together as a single class and not as separate series, and on an as-converted basis) shall be entitled to elect any remaining directors of the Corporation.

Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the General Corporation Law, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Fourth Amended and Restated Certificate of Incorporation, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; provided, however, that where such vacancy occurs among the directors elected by the holders of shares of a class or series of stock pursuant to a contractual agreement by and among the Corporation and certain stockholders of the Corporation, the holders of such shares entitled to elect such director may override any action taken by the directors of the Corporation to fill such vacancy by (i) voting for their own designee to fill such vacancy at an annual or special meeting of the Corporation's stockholders or (ii) written consent of such stockholders in accordance with the requirements of the General Corporation Law. Any director elected as provided in the immediately preceding sentence hereof may be removed during the aforesaid term of office, either with or without cause, by, and only by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of such stockholders, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at such meeting or pursuant to such written consent.

6. Protective Provisions.

(a) So long as at least fifty percent (50%) of the shares of Series D Preferred Stock and Series D-1 Preferred Stock outstanding as of the Series D Issue Date (determined as a single class on an as-converted basis) remain outstanding, the Corporation shall not, directly or indirectly (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent) of the holders of at least fifty percent (50%) of the then outstanding shares of Series D Preferred Stock and Series D-1 Preferred Stock (voting together as a single class on an as-converted basis):

(i) issue any additional equity securities that rank senior or *pari passu* to the Series D Preferred Stock or the Series D-1 Preferred Stock (including, for the avoidance of doubt, authorized but unissued equity securities or equity securities held in treasury, that rank senior or *pari passu* to the Series D Preferred Stock or the Series D-1 Preferred Stock);

(ii) on or prior to December 31, 2010, consummate a Liquidation Event, if the consummation of such Liquidation Event results in a distribution of cash Proceeds to the holders of shares of Series D Preferred Stock and Series D-1 Preferred Stock in an amount less than two and one half (2-1/2) times the Original Issue Price of such shares of Series D Preferred Stock and Series D-1 Preferred Stock;

(iii) during any calendar quarter following December 31, 2010 and on or prior to December 31, 2014, consummate a Liquidation Event, if the consummation of such Liquidation Event results in a distribution of cash Proceeds to the holders of shares of Series D Preferred Stock and Series D-1 Preferred Stock in an amount less than the multiple of the Original Issue Price of such shares of Series D Preferred Stock and Series D-1 Preferred Stock attributable to such calendar quarter as set forth in the table below:

Calendar Quarter	**Multiple**
January 1, 2011 to March 31, 2011	2.46875x
April 1, 2011 to June 30, 2011	2.43750x
July 1, 2011 to September 30, 2011	2.40625x
October 1, 2011 to December 31, 2011	2.37500x
January 1, 2012 to March 31, 2012	2.34375x
April 1, 2012 to June 30, 2012	2.31250x
July 1, 2012 to September 30, 2012	2.28125x
October 1, 2012 to December 31, 2012	2.25000x
January 1, 2013 to March 31, 2013	2.21875x
April 1, 2013 to June 30, 2013	2.18750x
July 1, 2013 to September 30, 2013	2.15625x
October 1, 2013 to December 31, 2013	2.12500x
January 1, 2014 to March 31, 2014	2.09375x
April 1, 2014 to June 30, 2014	2.06250x

Calendar Quarter	Multiple
July 1, 2014 to September 30, 2014	2.03125x
October 1, 2014 to December 31, 2014	2.00000x; and/or

(iv) amend the Corporation's Fourth Amended and Restated Certificate of Incorporation or Bylaws in a manner that would alter or change the powers, preferences, privileges or rights of the shares of Series D Preferred Stock or Series D-1 Preferred Stock so as to adversely affect such shares of Series D Preferred Stock or Series D-1 Preferred Stock, including but not limited to increasing or decreasing the authorized size of the Board of Directors in a manner that would have the effect of decreasing the proportion of the members of the Board of Directors elected or appointed at the direction of the holders of shares of Series D Preferred Stock and Series D-1 Preferred Stock. For the avoidance of doubt, any modification or amendment to the definition of "Liquidation Event" or "Qualified IPO" as set forth herein shall be deemed an amendment of the Corporation's Fourth Amended and Restated Certificate of Incorporation requiring the approval described in this subsection 6(a).

(b) So long as at least fifty percent (50%) of the shares of Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock outstanding as of the Series D Issue Date (determined as a single class on an as-converted basis) remain outstanding, the Corporation shall not, directly or indirectly (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent) of the holders of at least a majority of the then outstanding shares of Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock (voting together as a single class on an as-converted basis):

(i) issue any additional equity securities that rank senior or *pari passu* to the Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock (including, for the avoidance of doubt, authorized but unissued equity securities or equity securities held in treasury, that rank senior or *pari passu* to the Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock); or

(ii) amend the Corporation's Fourth Amended and Restated Certificate of Incorporation or Bylaws in a manner that would alter or change the powers, preferences, privileges or rights of the shares of Series C Preferred Stock, Series B Preferred Stock or Series A Preferred Stock so as to adversely affect such shares of Series C Preferred Stock, Series B Preferred Stock or Series A Preferred Stock, including but not limited to increasing or decreasing the authorized size of the Board of Directors in a manner that would have the effect of decreasing the proportion of the members of the Board of Directors elected or appointed at the direction of the holders of shares of Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock. For the avoidance of doubt, any modification or amendment to the definition of "Liquidation Event" or "Qualified IPO" as set forth herein shall be deemed an amendment of the Corporation's Fourth Amended and Restated Certificate of Incorporation requiring the approval described in this subsection 6(b).

(c) So long as at least thirty five percent (35%) of the shares of Preferred Stock outstanding as of the Series D Issue Date (determined as a single class on an as-converted basis) remain outstanding, the Corporation shall not (by amendment, merger, consolidation or

otherwise) without first obtaining the approval (by vote or written consent) of the holders of at least a majority of the then outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis):

(i) increase or decrease the number of authorized shares of Common Stock;

(ii) consummate a Liquidation Event, or any sale, transfer or other disposition of operating assets of the Corporation in one transaction or a series of related transactions (other than to a wholly-owned subsidiary of the Corporation) that represent at least (x) twenty percent (20%) of the then-current book value of the Corporation's assets or (y) that account for annualized revenue that represents at least twenty percent (20%) of the Corporation's operating revenue for the most recently completed fiscal year, in each case determined in accordance with U.S. generally accepted accounting principles;

(iii) increase or decrease the authorized size of the Board of Directors;

(iv) increase the number of shares available for issuance under the Corporation's Second Amended and Restated 2004 Equity Incentive Plan, as amended, modified or restated from time to time; or

(v) create or suffer to be imposed any lien, mortgage, security interest or other charge on or against all or substantially all of the properties or assets of the Corporation or any subsidiary or incur indebtedness for borrowed money in excess of $10,000,000 in the aggregate.

(d) So long as at least thirty five percent (35%) of the shares of Preferred Stock outstanding as of the Series D Issue Date (determined as a single class on an as-converted basis) remain outstanding, the Corporation shall not (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent) of the holders of at least sixty percent (60%) of the then outstanding shares of Preferred Stock (voting together as a single class on an as-converted basis):

(i) create (by reclassification or otherwise) any new class of the Corporation's equity securities, increase or decrease the number of authorized shares of Preferred Stock, or amend the Corporation's Fourth Amended and Restated Certificate of Incorporation or Bylaws in a manner that would increase or decrease the aggregate number of authorized shares of Preferred Stock, increase or decrease the par value thereof or alter or change the powers, preferences, privileges or rights of the shares of the Preferred Stock so as to affect them adversely;

(ii) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to (A) the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or service, or pursuant to a right of first refusal, or (B) the

repurchase of equity securities issued by the Corporation to lenders in connection with debt financing approved by the Board of Directors;

(iii) declare or pay dividends on any class or series of equity securities; or

(iv) guarantee, other than in the ordinary course of business, any indebtedness or obligation of any other party other in excess of $1,000,000 (other than the guarantee by the Corporation of its wholly-owned operating subsidiaries' obligations in connection with (A) such subsidiaries' performance of their obligations under contracts entered into in the ordinary course of business, or (B) such subsidiaries' performance of their obligations with respect to indebtedness for borrowed money, where such indebtedness for borrowed money by the Corporation and its subsidiaries is equal to or less than $50,000,000 in the aggregate, in each case, so long as such guarantees are approved by the Corporation's Board of Directors), or create or suffer to be imposed any lien, mortgage, security interest or other charge on or against all or substantially all of the properties or assets of the Corporation or any subsidiary or incur indebtedness for borrowed money in excess of $50,000,000 in the aggregate.

(e) For the avoidance of doubt, the approval rights set forth in paragraph (a), paragraph (b), paragraph (c) or paragraph (d) of subsection 6 of this Article IV(B) shall be interpreted and enforced without limitation to the approval rights set forth in any such other paragraph or under any other provision of this Certificate of Incorporation.

7. Status of Converted Stock. In the event any shares of Preferred Stock shall be converted pursuant to subsection 4 hereof, the shares so converted shall be cancelled and shall not be issuable by the Corporation.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article IV(C).

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, any dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of the Corporation (including upon the occurrence of a Liquidation Event), the assets of the Corporation shall be distributed as provided in subsection 2 of Article IV(B) hereof.

3. Voting Rights. The holder of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

ARTICLE V

Except as otherwise provided in this Fourth Amended and Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ARTICLE VI

The number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

ARTICLE VII

Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE IX

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article IX by the Board of Directors and stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE X

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Fourth Amended and Restated Certificate of Incorporation, in the manner now

or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law, subject only to limits created by applicable General Corporation Law (statutory or non-statutory), with respect to actions for breach of duty to the Corporation, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection of a director, officer, agent, or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

* * *

THIRD: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of the Corporation in accordance with Section 228 of the General Corporation Law.

FOURTH: That this Fourth Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Corporation's Third Amended and Restated Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Fourth Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on this 20th day of January, 2010.

/s/ Ross Manire

Ross Manire, President

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EXTENET SYSTEMS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTEENTH DAY OF MARCH, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "EXTENET SYSTEMS, INC." WAS INCORPORATED ON THE FIRST DAY OF OCTOBER, A.D. 2002.

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

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

Jeffrey W. Bullock, Secretary of State

3574949 8300

AUTHENTICATION: 9428382

120306822

DATE: 03-13-12

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

BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of the Application of	)
	)
ExteNet Systems, Inc.	)
For a Certificate of Public Convenience	)
and Necessity to Provide Resold and	)
Facilities-Based Local Exchange and	)
Interexchange Telecommunication Services	)
in the State of South Carolina, and for	)
Flexible Regulation and for Alternative	)
Regulation	)

Exhibit B

Certificate of Authority

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

EXTENET SYSTEMS, INC.,
a corporation duly organized under the laws of the state of **DELAWARE** and issued a certificate of authority to transact business in South Carolina on **March 14th, 2012,** has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
28th day of March, 2012.

Mark Hammond

Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of the Application of	)
	)
ExteNet Systems, Inc.	)
For a Certificate of Public Convenience	)
and Necessity to Provide Resold and	)
Facilities-Based Local Exchange and	)
Interexchange Telecommunication Services	)
in the State of South Carolina, and for	)
Flexible Regulation and for Alternative	)
Regulation	)

Exhibit C

Confidential and Proprietary

Audited Financial Statement for Year Ending December 31, 2010

And

Unaudited Financial Statements for Year Ending December 31, 2011

Filed Separately Under Seal

BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of the Application of	)
	)
ExteNet Systems, Inc.	)
For a Certificate of Public Convenience	)
and Necessity to Provide Resold and	)
Facilities-Based Local Exchange and	)
Interexchange Telecommunication Services	)
in the State of South Carolina, and for	)
Flexible Regulation and for Alternative	)
Regulation	)

Exhibit D

Officers, Directors and Legal Counsel

List of Directors and Officers (short bios can also be found at: http://www.extenetsystems.com/aboutus/jbayless.aspx)

Directors

Bayless, Sevin Rosen Funds
David Hull, Centennial Ventures
Jim Fleming, Columbia Capital
Justin L. Jaschke, Drivecam, Inc.
Ross W. Manire, ExteNet Systems, Inc.
David Wassong, Soros Fund Management LLC
Waldemar Szlezak, Soros Fund Management LLC

Officers

Ross W. Manire – President and CEO
Oliver Valente – Executive Vice President, Chief Operating Officer
Eric Lekacz – Executive Vice President, Business Development and Strategy
Dan Timm – Executive Vice President and Chief Financial Officer
Terry Ray – Vice President – [With Responsibility in Strategic Business Initiatives]
George Vinyard – Vice President, General Counsel and Secretary

Legal Counsel for South Carolina

Bonnie D. Shealy
1901 Main Street, Suite1200
PO Box 944
Columbia, SC 29202
Telephone: (803) 779-8900
(803) 227-1102 direct
Fax: (803) 252-0724
(803) 744-1551 direct
Email: bshealy@robinsonlaw.com

Ms. Anita Taff-Rice
1547 Palos Verdes, # 298
Walnut Creek, CA 94597
Telephone: (415) 699-7885
Facsimile: (925) 274-0988
Email: anita@icommlaw.com

Senior Management Biographies

Ross W. Manire, Chief Executive Officer was most recently the President of the Enclosure Systems Division of Flextronics International, Ltd., a global operating company with design, engineering, manufacturing, and logistics operations in 29 countries, five continents, and more than 95,000 employees. The Enclosure Systems Division was a billion dollar global operation responsible for the manufacture and integration of electronic packaging systems for the telecommunications and high technology industries, with over 8,000 employees in over 10 countries. His employment by Flextronics was the result of its acquisition of Chatham Technologies, Inc. where Mr. Manire was the Chief Executive Officer from March of 1999 to the acquisition in September 2000. Prior to Chatham Technologies, Inc., Mr. Manire was Senior Vice President-Carrier Systems Division at 3COM Corporation, a global high technology company. Carrier Systems (CSD) was focused on the research and development, manufacture, sales and technical support of internet access, Voice over IP, ATM and wireless data platforms for the telecommunications, Internet Service Provider and enterprise marketplaces. The division served the global marketplace with approximately a billion dollars in revenue. 3COM had acquired US Robotics, Inc. in June of 1997 where Mr. Manire had formed the Network Systems Division that was the foundation of CSD at 3 COM after the acquisition. NSD had been founded in 1995 to take advantage of the growing demand for internet access and from its founding to the acquisition in 1997 NSD grew to $600 million. Mr. Manire also served as the Senior Vice President, Chief Financial Officer and head of Operations from 1991 to his assumption of the role of forming the Network Systems Division. From 1989 to 1991 he was a Partner at the leveraged buyout firm of Ridge Capital which focused on middle market acquisition opportunities. Mr. Manire was a partner at Ernst & Young from 1985 to 1989 and served in various capacities from 1976 to 1985. Mr. Manire holds a Bachelor of Arts in Economics from Davidson College in North Carolina and a MBA from the University of Chicago.

Oliver M. Valente, Executive Vice President and Chief Operating Officer is a senior telecommunications industry executive with nearly two decades of leadership experience in wireless and wireline product development and innovation. Prior to joining ExteNet Systems, Valente served as Senior Vice President of Product Management and Development for Sprint Nextel Corporation, where he was responsible for key facets of the company's $13 billion wireless and wireline product and services portfolio. In this capacity, he led all of Sprint's product development, including Sprint Application Developers Program, enterprise program management and product strategy, as well as the company's innovation efforts. His employment with Sprint Nextel spanned 16 years, where he began his career as a network engineer. Since that time, he served in several executive leadership positions, including Vice President of Engineering & Operations where he managed the deployment of over 2,000 cell sites and multiple switch centers as well as all aspects of site development, construction, maintenance, switch & network engineering, and RF engineering & optimization. In addition, Mr. Valente also served as Chief Technology Officer and Vice President of Engineering and Technology Development., where he was responsible for leading a team of 1,500 employees who delivered all new and emerging technologies for Sprint's integrated wireless and wireline

network. Valente served as President, Treasurer and Board Member of the CDMA Development Group, and as Board Member for the Alliance for Telecommunications Industry Solutions. He is also the recipient of the CDMA Development Group's Industry Leadership Award. Mr. Valente received his MBA from the Keller Graduate School of Management and earned his BS in Electrical Engineering from the University of Illinois at Urbana-Champaign.

Eric Lekacz, Executive Vice President, Business Development and Strategy is a senior executive with more than 20 years of sales, marketing and management experience. Prior to his position with the company, Lekacz was Vice President of Business Development, Europe, for the Enclosure Systems Division of Flextronics International, Ltd., a multi-billion dollar electronics manufacturing services company. The Enclosure Systems Division was responsible for the manufacture and integration of electronic packaging systems for the telecommunications and high-technology industries. Lekacz came to Flextronics through the company's acquisition of Chatham Technologies, Inc., where he was the Senior Vice President of Business Development, Europe. In that position, he was responsible for growing Chatham's European operations from $100 million to $350 million in four years. Mr. Lekacz's early career included executive marketing and management positions with Hitachi Data Systems and IBM. He holds BSME and BSEE degrees from the University of Arizona.

Tormod Larsen, Vice President and Chief Technology Officer is an engineering and technology executive with a deep understanding of telecommunications infrastructure. He has developed, built and managed numerous network systems throughout the United States. Prior to joining ExteNet Systems, Larsen was Vice President of Sales and Engineering for LGP Allgon, Ltd., where he was responsible for building the Coverage Systems Division that deployed large multi-operator systems. During his career at Allgon, Larsen held several other executive and managerial positions, including Director of Technology and Engineering for Allgon Telecom, Ltd., and Regional Manager of Coverage Engineering for North America. A senior RF engineering specialist with extensive expertise in distributed antenna systems, he has managed network implementations for the Chicago Transit Authority, Microsoft Campus, Seattle Tacoma International Airport, Wynn Las Vegas and Mandalay Resorts Group. Before Allgon, Mr. Larsen served as Global Product Manager for Repeater and Confined Area Communication Systems with Siemens AG. While at Siemens, Mr. Larsen held other senior technical and engineering positions with specific focus on distributed antenna systems as well as wireless communication in confined environments. Mr. Larsen holds an MSEE from the Norwegian University of Science and Technology in Trondheim.

Dan Timm, Executive Vice President and Chief Financial Officer is an experienced senior executive and financial advisor, bringing to ExteNet a combination of investor perspective and managerial capabilities across all functional areas. He has a record of demonstrated success in company turnaround scenarios as well as in growth environments. He was the founder of Churchill Advisory Services, LLC, where he helped small and medium sized businesses develop and refine strategy, enhance operational execution, and align strategy and execution with capital structure. Throughout his 25+

year career, Timm has built and led management teams to reenergize sales and marketing functions, optimize manufacturing and procurement operations, revamp IT environments, and streamline finance, accounting, and administrative organizations. He has effectively managed relationships with all stakeholders, applying this skill to his transactional successes with corporate acquisitions, divestitures, recapitalizations, and IPOs. Timm has significant experience across a broad spectrum of industries, including contract electronics manufacturing, food processing, transaction processing, BPO, healthcare services, IT services, specialty pharmaceuticals, and telecommunications. Prior to establishing Churchill in 2009, Timm was an operating partner with GTCR Golder Rauner where he was a director for numerous companies (public and private, large and small), acting as GTCR's primary interface with senior company executives and other constituents. Timm has also served as SVP and CFO of Chatham Technologies, president and a director of The Bruss Company, a senior associate at Ridge Capital, a middle market focused private equity firm, and he began his career at Coopers & Lybrand (now PwC), starting as an auditor and advancing to manager of M&A consulting. Timm earned an MBA in Finance from the University of Chicago, a BS in Accountancy from the University of Illinois-Urbana, and is a CPA.

Terry Ray, Vice President, Strategic Business Initiatives is a senior financial and operating executive, with experience in the technology, graphics and food manufacturing industries. Throughout his finance career, Ray has been involved in strategic development as well as mergers and acquisitions. He joined ExteNet Systems from On-Cor Frozen Foods, Inc., where he was Vice President of Finance and Operations. Prior to that, Mr. Ray was President and Chief Financial Officer of Rittal Corporation, the US subsidiary of the Rittal Group, a privately held electronics enclosure manufacturer based in Germany. Prior to Rittal, Ray was Chief Financial Officer of the Enclosure Systems Division of Flextronics International, Ltd. He came to Flextronics through the company's acquisition of Lightning Manufacturing Solutions, where he was Chief Administrative Officer and Chief Financial Officer. Mr. Ray has also held senior executive, operational and financial positions in the printing and graphics industries. He holds BA and MS degrees from DePaul University.

George A. Vinyard, Vice President, General Counsel and Corporate Secretary brings extensive legal skills and experience to the company, with more than 30 years as a business lawyer in private practice and corporate law departments. His background includes public and private corporate finance, a wide range of business combinations and commercial transactions, as well as substantial experience in the areas of technology and intellectual property strategies, transactions and disputes. Vinyard served as ExteNet Systems' primary outside legal counsel from 2004 until joining the company full-time in January 2008. He began his legal career in 1977 with the Chicago firm of Sachnoff & Weaver, Ltd., which combined with Reed Smith LLP in 2007. From 1994 through 1999, he served as Vice President and General Counsel of U. S. Robotics, Inc. and as Associate General Counsel and Vice President for Intellectual Property of 3Com Corporation after the two companies merged in 1997. He returned to Sachnoff & Weaver in 1999, and the following year became head of the firm's Intellectual Property, Technology and Internet Practice, a position he held until 2005. Vinyard serves as President of the Board of

Trustees of Illinois Wesleyan University and is Vice Chairman of the Board of the Center for Neighborhood Technology in Chicago. He received his JD from the University of Michigan Law School and his BA from Illinois Wesleyan University.

BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

In the Matter of the Application of	)
	)
ExteNet Systems, Inc.	)
For a Certificate of Public Convenience	)
and Necessity to Provide Resold and	)
Facilities-Based Local Exchange and	)
Interexchange Telecommunication Services	)
in the State of South Carolina, and for	)
Flexible Regulation and for Alternative	)
Regulation	)

Exhibit E
Proposed Tariff

Tariff Schedule Applicable to

ACCESS SERVICES PROVIDED IN THE STATE OF SOUTH CAROLINA
of

EXTENET SYSTEMS, INC.

The officer responsible for the Company's tariff filings is:

Mr. Terry Ray
Vice President - Chief Financial Officer
1901 S. Meyers Road, Suite 190
Oakbrook Terrace, IL 60181
Phone: (630) 932-2900
Fax: (630) 932-2907
Email: tray@clearlinxnetwork.com.

CHECK SHEET

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

Sheet	Number of Revision	Sheet	Number of Revision	Sheet	Number of Revision
1	Original*	22	Original*		
2	Original*	23	Original*		
3	Original*	24	Original*		
4	Original*	25	Original*		
5	Original*	26	Original*		
6	Original*	27	Original*		
7	Original*	28	Original*		
8	Original*	29	Original*		
9	Original*	30	Original*		
10	Original*	31	Original*		
11	Original*	32	Original*		
12	Original*	33	Original*		
13	Original*	34	Original*		
14	Original*				
15	Original*				
16	Original*				
17	Original*				
18	Original*				
19	Original*				
20	Original*				
21	Original*				

* Included in this filing

PRELIMINARY STATEMENT

This tariff sets forth all effective rates and rules together with information relating to ExteNet Systems, Inc. (referred to herein as "Company" or "ExteNet").

ExteNet Systems, Inc. has been authorized by the State of South Carolina to offer competitive access provider services throughout the State of South Carolina.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

EXPLANATION OF SYMBOLS

(C) To signify changed listing, rule, or condition which may affect rates or charges

(D) To signify discontinued material, including listing, rate, rule or condition

(I) To signify increase

(L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition

(N) To signify new material including listing, rate, rule or condition

(R) To signify reduction

(S) To signify reissued regulations

(T) To signify change in text but not change in rate, rule or condition

(Z) To signify a correction

TARIFF FORMAT

This tariff is divided into the following major sections:

General
Section 1: Definitions
Section 2: General Regulations
Section 3: Rules
Section 4: Rate Schedules

A. **Sheet Numbering**: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would 14.1.

B. **Sheet Revision Numbers**: Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the South Carolina Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

C. **Paragraph Numbering Sequence**: There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.1
2.1.1.1.1
2.1.1.1.1.1
2.1.1.1.1.1.1

D. **Check Sheets**: When a tariff filing is made with the South Carolina Public Service Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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1 DEFINITIONS

Business Hours: The time after 8:00 a.m. and before 5:00 p.m. local time, Monday through Friday, excluding Holidays.

Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 1901 S. Meyers Road, Suite 190 Oakbrook Terrace, IL 60181.

Commission: The Public Service Commission of South Carolina.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: The term "Company" means ExteNet Systems, Inc..

Competitive Local Carrier: A Common Carrier authorized to provide services within exchange areas.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Dark Fiber: Unactivated optical fiber deployed without opto-eletronics and through which no light is transmitted and no signal is carried.

Delinquent or Delinquency: An account for which payment has not been made in full on or before the last day for timely payment.

Dim Fiber: Unactivated optical fiber deployed with opto-eletronics on one end owned by the customer, and on one end owned by the Company, and which may carry signals.

Distributed Antenna System ("DAS"): As used by Company, a network of components that input an RF signal from Customer equipment located at a Head End, convert it to an optical signal, transport it on fiber optic facilities to one or more remote locations, and then re-convert it back to an RF signal that is transmitted from an antenna at the remote location. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, convert it to an optical signal, transport it on fiber optic facilities to a Head End, and then re-convert it back to an RF signal that is handed off to Customer equipment located at a Head End.

1 DEFINITIONS (cont'd.)

Head End: A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis ("ICB"): Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.

Interexchange Carrier: A Common Carrier authorized to provide services between exchange areas.

Lambda: A specific wavelength on a fiber optic system.

Non-Business Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.

Nonrecurring Charges: Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment.

ORS: South Carolina Office of Regulatory Staff

Permanent Virtual Circuit ("PVC"): A bi-directional transmission path of variable bandwidth that carries RF traffic between a Company Head End and one or more remote Point(s) of Presence, provisioned on a Company-provided DAS.

Point of Presence ("POP"): A physical location at the remote end (i.e., non-Head End) of a PVC that hosts Company and/or Customer RF/optical conversion, fiber interconnect, and/or multiplexing equipment that is connected to the fiber optic system carrying the PVC.

1 DEFINITIONS (cont'd.)

PSC: Public Service Commission of South Carolina

Recurring Charges: Monthly, quarterly or other periodic charges to the Customer for services and equipment, which continue for the agreed-upon duration of the service.

RF: Radio Frequency.

Service: Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

SONET: Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.

Telecommunications: The transmission of voice and/or data communications between two points.

Timely Payment: A payment on Customer's account made on or before the due date.

Term Agreement: An agreement between the Company and the Customer for a fixed period of time.

2 GENERAL REGULATIONS

2.1 LIABILITY

Company adopts the liability tariff provisions included in BellSouth Telecommunications, Inc., doing business as AT&T, South Carolina Access Services Tariff.

2.2 USE OF SERVICE

2.2.1 Service may be used by the Customer for any lawful purpose for which the service is technically suited.

2.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2 GENERAL REGULATIONS (cont'd.)

2.2.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.3 RESPONSIBILITIES OF THE CUSTOMER

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal and interconnection equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.

2 GENERAL REGULATIONS (cont'd.)

2.4 SPECIAL ARRANGEMENTS AND CONSTRUCTION

Special arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. Rates and charges for special arrangements or special construction will be offered to the Customer in writing and on a non-discriminatory basis.

Rates for special arrangements or special construction will be determined on an Individual Case Basis (ICB). ICB rates will not be used for switched services. Where the Company furnishes a facility or service under a special arrangement or special construction, charges may include: (1) non-recurring charges; (2) monthly recurring charges; (3) termination liabilities; or (4) combinations thereof.

2.4.1 **Basis for Cost Computation**

Costs for special construction may include one or more of the following items to the extent they are applicable:

2.4.1.1 Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include:

(a) installation of equipment and materials provided or used;
(b) engineering, labor and supervision during construction;
(c) transportation of materials; and
(d) rights of way required for transmission facilities;

2.4.1.2 Cost of maintenance;

2.4.1.3 Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

2.4.1.4 Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

2 GENERAL REGULATIONS (cont'd.)

2.5 SPECIAL ARRANGEMENTS AND CONSTRUCTION (cont'd.)

2.5.1 Basis for Cost Computation (cont'd.)

2.4.1.5 License preparation, processing and related fees;

2.4.1.6 Tariff preparation, processing and other related regulatory fees;

2.4.1.7 Any other identifiable costs related to the facilities provided; and

2.4.1.8 An amount for return and contingencies.

2.4.2 **Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer whether or not the Company has begun providing service.

2.4.2.1 The termination liability period is the estimated service life of the facilities provided.

2.4.2.2 The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 2.5.1 above.

2.4.2.3 The applicable termination liability will be calculated based on the following:

2.4.2.3.1 Multiplying the sum of the amounts determined as set forth in Section 2.5.1 above by a factor related to the unexpired period of liability and the discount rate for return and contingencies.

2.4.2.3.2 The amount determined in Section 2.5.1 above shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.

2.4.2.3.3 The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

2 GENERAL REGULATIONS (cont'd.)

2.5 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

2.6 PROMOTIONS

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purpose.

3 RULES

No. 1 DESCRIPTION OF SERVICE

Service is offered for dedicated point-to-point circuits to non-residential customers on a Distributed Antenna System pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff. Service is not offered or available for purchase by residential and/or business end users.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased, or under contract) where available in combination with resold services provided by other certificated carriers.

No. 2 APPLICATION FOR SERVICE

Applicants must initiate service with the Company pursuant to a completed and signed written service order. Prior to finalizing a written agreement for services, the Company will inform Customer of all rates and charges for the desired services and any other rates or charges that will appear on the Customer's first bill.

In addition, within 10 days of initiating service, the Company will provide a new Customer a written statement of all material terms and conditions affecting what the Customer will pay for services provided by Company.

Filing an application for service pursuant to this Tariff authorizes the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history.

The Company shall provide applicants who are denied service for failure to establish credit or pay a deposit the reason for the denial in writing within 10 days of the service denial.

2.1 Cancellation of Application for Service

Where the applicant cancels an application for service prior to the receipt of final order confirmation, or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply. Such charges will be calculated on a case-by-case basis.

3 RULES (cont'd.)

No. 3 CONTRACTS

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. Contracts will be offered in response to the specific, individual requirements of the customer. Such contract rates or customer specific pricing differs from the Company's standard or general tariffed offerings because they are based on special circumstances such as a volume or term commitment, or a customer specific service arrangement. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company.

Contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of the contract's effective date. Each ICB contract is subject to the Commission's rules and regulations for such contracts

No. 4 SPECIAL INFORMATION REQUIRED ON FORMS

4.1 Customer Bills

The Company shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of such billing agent. Each bill for telephone service will contain notations concerning the following:

(a) When to pay the bill;
(b) Billing detail, including the period of service covered by the bill;
(c) Late payment charges and when they apply;
(d) How to pay your bill;
(e) Questions about your bill;
(f) Network access for interstate calling;
(g) In addition to the above, each bill shall include the following statement:
(h) How to contact the Company with questions about the bill.

4.2 Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by [company name], shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. "

3 RULES (cont'd.)

No. 5 ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

Company may require Customer or potential Customer to provide information pertaining to its financial ability to pay for service. Company may deny service to Customers who do not provide the requested information or who fail to meet Company's financial criteria, unless the Customer is willing to pay a deposit based upon the rules contained in this tariff. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer, and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

At the time an application for service is made, an applicant may be required to pay an amount equal to two month's estimated average service charges and/or the service connection and/or equipment charges which may be applicable, as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.

5.1 Credit Information and Deposits

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the Customer:

(a) Provides credit history acceptable to the Company.;

(b) Provides a cosigner or guarantor with credit history acceptable to the Company in order to establish credit for service; or

(c) Provides a deposit to establish credit for service; provided however, the Company may determine the acceptable form of the Customer's deposit (*e.g.* cashier's check, money order, bond, or letter of credit).

3 RULES (cont'd.)

No. 6 DEPOSITS

6.1 History of Late Payments

The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer, to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established credit and has no history of late payments to the Company.

6.2 Deposit Amount

A deposit will be no greater than twice the estimated average monthly bill for the class of service requested. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills. If the amount of a deposit is proven to be less than required to meet the requirements specified above, due to non-payment, disconnection or both, the Customer shall be required to pay an additional deposit upon request.

6.3 Return of Deposit

Deposits will be return as allowed pursuant to 26 S.C. Regs. 103-621.

3 RULES (cont'd.)

No. 7 NOTICES

7.1 Discontinuance of Service Notice

7.1.1 Notice by Customer

Customer is responsible for notifying the Company of its desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

7.1.2 Notice by Company

When notice is required prior to discontinuance of service (as set forth in Section 10.2.1), notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than 5 calendar days prior to termination. Each notice shall include all of the following information:

(a) The name and address of the Customer whose account is delinquent.

(b) The amount that is delinquent.

(c) The date when payment or arrangements for payment are required in order to avoid termination.

(d) The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

7.2 Rules for Company Notices

Notices the Company sends to Customers, or the Commission, shall be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

3 RULES (cont'd.)

No. 8 RENDERING AND PAYMENT OF BILLS

The Customer is responsible for payment of all charges for services and equipment furnished by the Company to the Customer. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent within 20 days of the presentation of the bill.

8.1 Bill Payment

Bills are due and payable on the date of presentation. A late payment charge may be applied if payment is not received by the Company on or before the late payment date that shall be prominently displayed on the Customer's bill. The late payment date will be at least 30 days after the date of presentation as evidenced by the postmark on the billing envelope. The Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

8.2 Taxes and Surcharges

Appropriate federal, state, local and municipal taxes and surcharges will be charged on services and facilities provided by the Company, and are in addition to the rates for services or facilities set forth in this tariff unless otherwise stated.

Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services or facilities (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

3 RULES (cont'd.)

No. 8 RENDERING AND PAYMENT OF BILLS (cont'd.)

When the State, or a political subdivision thereof (including municipal corporations or municipal utilities) collects from the Company a license tax, privilege tax, street or right-of-way use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, guys, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed *pro rata* to the Customers receiving service within the territorial limits of the State, or political subdivision.

8.3 Previous Charges On Bill

A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill.

No. 9 DISPUTED BILLS

Any objections to billed charges must be reported to the Company or its billing agent within twelve (12) months after receipt of bill. Customers should notify the Company's customer service organization of billing disputes in writing at the Company's Business Office. Adjustments to the Customer's bill shall be made to the extent circumstances exist that reasonably indicate that such changes are appropriate.

9.1 Investigation of Dispute

In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be resolved with mutual satisfaction, the Customer may make the arrangements set forth below. The Company will not suspend or discontinue the Customer's service for non-payment so long as the Customer complies with the procedures set forth in this Section. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount. In the event the dispute remains unresolved after the completion of the Company's investigation, the Company will advise the Customer in writing of the Commission's formal and informal complaint procedures. The Company will also advise the Customer that the Customer may appeal to the Commission within 10 days of the date the Company mails to the Customer a written result of its investigation of the disputed amount. The Commission may review the Company's bills and charges rendered to the Customer.

3 RULES (cont'd.)

No. 9 DISPUTED BILLS (cont'd.)

9.2 Undisputed Portion of Bill

The undisputed portion of the bill, and subsequent bills must be paid by the "Due By" date, which will be no sooner than 20 days after the presentation of the bill to the Customer, as evidenced by the postmark on the billing envelope. If the undisputed portion of the bill and subsequent bills become delinquent as described herein, the service may be subject to disconnection so long as the Company provides written notice pursuant to Section 7.1.2 of such delinquency and impending termination.

9.3 Payment of Disputed Portion of Bill

In order to avoid disconnection of service and late payment charges, the disputed amount must be paid within 20 calendar days after the date on which the Company notifies the Customer that the investigation and review are complete, and that payment of the disputed amount of the bill must be made to avoid suspension or discontinuance of service. When notice is required prior to discontinuance (as set forth in Section 10.2.1) the Company will not suspend or discontinue service without providing such notice of impending termination pursuant to Section 7.1.2.

No. 10 DISCONTINUANCE AND RESTORATION OF SERVICE

10.1 Cancellation of Service By Customer

The Customer may discontinue service upon verbal or written notice to the Company no less than thirty (30) days prior to the date on which the Customer wishes to discontinue service. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. The Customer may also be responsible for charges incurred the Company for Special Construction, as described in Section 2.5 and 2.6. A termination liability charge applies to early cancellation of a Term Agreement.

At the expiration of the initial term specified in Customer's Service Order, or any extension thereof, service shall continue month-to-month at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay charges incurred under the Service Order or this tariff prior to termination.

3 RULES (cont'd.)

No. 10 Discontinuance and Restoration of Service (cont'd.)

10.2 Discontinuance of Service by the Company

10.2.1 The Company may discontinue service to the Customer for any of the following reasons. Unless otherwise stated, the customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued.

10.2.1

a. Without notice, in the event of a condition determined by the telephone utility to be hazardous or dangerous.

b. Without notice, in the event of customer use of equipment in such a manner as to adversely affect the telephone utility's service to others.

c. Without notice, in the event of unauthorized use of telephone service.

d. For the customer tampering with equipment furnished and owned by the telephone utility.

e. For violation of and/or non-compliance with the commission's Orders or regulations governing service supplied by the telephone utilities.

f. For failure of the customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the commission.

g. For failure of the customer to permit the telephone utility reasonable access to its equipment.

h. In cases involving abnormal and excessive use of toll service, service may be denied two (2) days after written notice is given to the customer, unless satisfactory arrangements for payment are made.

i. For failure of the customer to provide the telephone utility with a deposit as authorized by 103-621(1).

j. For failure of the customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.

k. Where there is probable cause to believe that there is illegal or willful misuse of telephone utility's service.

l. No telephone utility shall be required to furnish its service or to continue its service to any applicant who, at the time of such application, is indebted under an undisputed bill to such telephone utility for telephone service previously furnished such applicant or

furnished any other member of the applicant's household. However, for the purposes of this regulation, the telephone utility may not consider any indebtedness which was incurred by the applicant or any member of his household more than six (6) years prior to the time of application.

m. For non-payment of that portion of the bill rendered by the telephone utility for telephone service billed for another telephone utility.

n. Without notice, in the event of a PSP violation of a commission Order of which the PSP has been notified and has failed to correct the violation within the amount of time specified in such notification.

10.2.2 The Company will not discontinue service to the Customer on a Saturday, Sunday, a legal holiday, or any day when a customer service representative is not available.

3 RULES (cont'd.)

No. 10 DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd.)

10.3 Re-establishment of Credit Worthiness

Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges.

10.4 Fraud

The Company reserves the right to refuse to re-establish service to Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

10.5 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

(a) One hundred percent (100%) of the unpaid monthly recurring charges applicable to the remaining portion of the term; or

(b) The difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

No. 11 INFORMATION TO BE PROVIDED THE PUBLIC

The Company's tariffs are available for inspection and information regarding the Company's service is available upon request and open to public inspection by inquiring in person or writing to:

ExteNet Systems, Inc.
1901 S. Meyers Road, Suite 190
Oakbrook Terrace, IL 60181

3 RULES (cont'd.)

No. 12 TEMPORARY SERVICE

From time to time, the Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Customer use of such temporary service will be subject to the rates and regulations provided in this tariff.

No. 13 CONTINUITY OF SERVICE

13.1 Limitations of Liability

The Company's limitation of liability is set forth in Section 2.1.1 above.

13.2 Service Interruptions and Credits

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer are subject to Section 2.1.1 and 13.1 above. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, within its control, and is not in wiring or equipment connected to the terminal of Company.

13.3 Emergencies

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

13.4 Prorated Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

3 RULES (cont'd.)

No. 14 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES

14.1 Provisioning Services

Service furnished by the Company may be interconnected with services or facilities of other Common Carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other Common Carriers.

14.2 Interconnection

Interconnection with the facilities or services of other Common Carriers shall be under the applicable terms and conditions of the other Common Carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with the Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

14.3 Customer Equipment

Company's facilities and service may be used with or terminated in Customer-provided connections, terminal equipment and/or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

No. 15 DEMARCATION POINT

15.1 Network Demarcation Point

The Company will provide facilities, equipment, and services to its network demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the network demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's network demarcation point. Customer requested services beyond the network demarcation point may be provided by the Company at the Customer's expense.

3 RULES (cont'd.)

No. 16 DISCLAIMER OF WARRANTIES

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STUATORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH WITHIN.

No. 17 FORCE MAJEURE

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

No. 18 CHOICE OF LAW

All rates, terms and conditions in this Tariff are to be governed by and construed according to South Carolina or federal law, as applicable.

4. RATE SCHEDULES

4.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT ("PVC") TRANSPORT SERVICE

4.1.1 Service Description

Dedicated Point-To-Point PVC Transport Service is available on the Company's Distributed Antenna Systems. Dedicated Point-To-Point PVC Transport Service begins at a Company Head End. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Head End. The Head End contains Customers' circuit terminating equipment, Base Transceiver Station and related peripheral equipment, as well as Company's and/or Customer's RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customers' RF signals into optical signals, and places those signals into a PVC that traverses Company DAS network facilities between the Head End and one or more Points of Presence ("POPs").

4.1.2 Monthly Recurring Rate Elements

The following monthly recurring rate elements apply to Dedicated Point-To-Point PVC Transport Service:

4.1.2.1 Signal Conversion Rate

Signal Conversion Rates apply where Company owns the RF/optical conversion equipment. Signal Conversion Rates are not applicable when the Customer owns the RF/optical conversion equipment.

4.1.2.2 Local Signal Conversion Rate

A Local Signal Conversion Rates applies when the RF/optical conversion equipment located at the Head End is owned and operated by Company.

4.1.2.3 Remote Signal Conversion Rates

Remote Signal Conversion Rates apply when the RF/optical conversion equipment located at the POPs distributed throughout a Company network is owned and operated by Company.

4. RATE SCHEDULES (cont'd.)

4.1.2.4 Committed Information Rate

The Committed Information Rate ("CIR") of a PVC is the amount of bandwidth selected by Customer to carry the RF traffic that is optically converted and transported over the Company DAS network, stated in MegaHertz ("MHz") and made available in Tiers (increments) of 5 MHz to 60 MHz per PVC.

4.1.2.5 Permanent Virtual Circuit ("PVC") Rate Elements

PVC Rate Elements relate to both the physical layer and the bandwidth required to create a PVC to transport Customer's CIR from the Head End to one or more POPs on the Company DAS network. The rate elements that will apply depend on the type of optical conversion and multiplexing methodology used to aggregate one or more Customer CIR Tiers over a PVC to one or more POPs.

4.1.2.6 Dedicated Strand Charge

The Dedicated Strand Charge applies to PVCs utilizing one or more dim or dark fibers between the Head End and the POP(s).

4.1.2.7 Wave Division Multiplexed ("WDM") Charge

The WDM Charge applies to PVCs utilizing one or more lambdas engineered with WDM technology and equipment on a fiber between the Head End and the POP(s). The WDM charge applies to all current and future variations of WDM, including but not limited to Coarse Wave and Dense Wave Division Multiplexing in both analog and digital transport topologies.

4.1.2.8 SONET Ring Charge

The SONET Ring Charge applies to a PVC deployed on a SONET ring network configuration, using Dedicated Strand(s) or WDM, engineered in a point to multi-point configuration. SONET Ring PVCs may be provisioned using customary add/drop, physical interconnect or WDM technology for both originating and terminating traffic, from a head end to one or more POPs connected to the SONET Ring.

4. RATE SCHEDULES (cont'd.)

4.1.2.9 Add/Drop Charges

Add/Drop charges apply to each POP requested by Customer on a SONET Ring or point to multi-point PVC.

4.1.3 Non-Recurring Rate Elements

The following non-recurring rate elements may apply to Dedicated Point-To-Point PVC Transport Service:

4.1.3.1 Lateral Construction Charge

A Lateral Construction Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of construction of the lateral and/or building riser facilities cannot reasonably be recovered by Company over the expected duration of service to Customer.

4.1.3.2 Lateral Connection Charge

A Lateral Connection Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of (i) interconnecting to circuits or facilities not owned by Company, and/or (ii) non-standard interconnection requested by Customer, cannot reasonably be recovered by Company over the expected duration of service to Customer.

4.1.3.3 Network Connection Charge

A Network Connection Charge applies where Company provides certain specified network integration and connection services to integrate and optimize the physical and virtual connections between Company and Customer equipment.

4. RATE SCHEDULES (cont'd.)

4.1.4 Rates

	PVC RATE ELEMENT	MONTHLY RECURRING CHARGE		CHARGING BASIS
1.1	**SIGNAL CONVERSION RATES**			
1.1.1	Local Signal Conversion Rate)	$500.00		Per Month Per POP
1.1.2	Remote Signal Conversion Rate	$2,000.00		Per Month Per POP
1.2	**COMMITTED INFORMATION RATES**			
1.2.1	Tier 1: 5 MHZ	$2,000.00		Per Month Per POP
1.2.2	Tier 2: 10 MHZ	$2,275.00		Per Month Per POP
1.2.3	Tier 3: 15 MHZ	$2,425.00		Per Month Per POP
1.2.4	Tier 4: 20 MHZ	$2,575.00		Per Month Per POP
1.2.5	Tier 5: 25 MHZ	$2,725.00		Per Month Per POP
1.2.6	Tier 6: 30 MHZ	$2,875.00		Per Month Per POP
1.2.7	Tier 7: 35 MHZ	$3,025.00		Per Month Per POP
1.2.8	Tier 8: 40 MHZ	$3,175.00		Per Month Per POP
1.2.9	Tier 9: 45 MHZ	$3,325.00		Per Month Per POP
1.2.10	Tier 10: 50 MHZ	$3,475.00		Per Month Per POP
1.2.11	Tier 11: 55 MHZ	$3,625.00		Per Month Per POP
1.2.12	Tier 12: 60 MHZ	$3,775.00		Per Month Per POP
1.3	**PERMANENT VIRTUAL CIRCUIT ELEMENTS**			
1.3.1	Dedicated Fiber Strand	$5,200.00		Per Month Per Strand
1.3.2	WDM	$3,900.00		Per Month Per POP
1.3.5	SONET Ring	$2,080.00		Per Month Per Ring
1.3.6	Add / Drop	$625.00		Per Month Per Drop
2	**NON-RECURRING ELEMENTS**	**NON-RECURRING CHARGES**		
2.1	Lateral Construction Charge	$200,000.00		Per POP
2.2	Lateral Connection Charge	$30,000.00		Per POP
2.3	Network Connection Charge	$100,000.00		Per Network

4. RATE SCHEDULES (cont'd.)

4.2 SCHEDULE 2: COLLOCATION

4.2.1 Service Description

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises and within space allocated at the Company's Head Ends, in designated locations at such premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment.

4.2.2 Non-Recurring and Monthly Recurring Rates

ICB

4.3 SCHEDULE 3: SPECIAL CONSTRUCTION

4.3.1 Service Description

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. The Company will determine whether to undertake special construction, and what charges should apply. Special construction may be undertaken in the following circumstances:

(a) where facilities are not presently available;

(b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;

(c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;

(d) where the service is in a quantity greater than that which the Company would normally provide;

(e) where service is requested on an expedited basis;

(f) where service is requested on a temporary basis until permanent facilities are available;

(g) where the service requested involves abnormal costs; or

(h) where service is requested in advance of the Company's normal construction schedule.

4. RATE SCHEDULES (cont'd.)

4.3.2 Non-Recurring and Monthly Recurring Rates

ICB

4.4 SCHEDULE 4: TIME AND MATERIALS SERVICE

4.4.1 Service Description

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section 4.1.4 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 2 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges listed in Section 4.1.4 will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

4.4.2 Non-Recurring and Monthly Recurring Rates

ICB