

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

APR 05 2013

by
State Corporation Commission
of Kansas

In the Matter of the Application of ExteNet
Systems, Inc., for a Certificate of Convenience
And Authority to Provide Local Exchange and
Exchange Access Services Within the
State of Kansas.

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Docket No. 13-ENST-617-COC

**APPLICATION FOR CERTIFICATE OF AUTHORITY TO PROVIDE LOCAL
EXCHANGE AND EXCHANGE ACCESS TELECOMMUNICATIONS SERVICE IN
KANSAS**

COMES NOW, ExteNet Systems, Inc. ("Applicant" or "ExteNet" or "Company"), by its undersigned counsel, pursuant to K.S.A. 66-131, for its application to provide local exchange and exchange access telecommunications services in the State of Kansas. In support of its Application, ExteNet offers the following information, utilizing the form of application requested by the State Corporation Commission of the State of Kansas ("Commission" or "KCC"):

1. Full, correct name (including d/b/a of company, firm, association or corporation making this filing: **ExteNet Systems, Inc.**

2. Federal Identification Number: **22-3876065**

3. Type of Certification requested by applicant:

- ☒ Competitive Local exchange Service
☐ Interexchange (long distance or toll) Service
☐ Operator Services and Interexchange (toll) Service
☐ Resale
☐ Facilities-based
☒ Combined Resale and Facilities-based

4. Address and telephone number(s) for the principal office of the company and its local office (if any), including 800 customer service number:

**ExteNet Systems, Inc.
3030 Warrenville Road
Suite 340
Lisle, Illinois 60532
(630) 505-3800**

Toll-free Customer Service number: (866) 892-5237

5. If individually owned, name of individual doing business under above name: **N/A**

6. Requested service territory (statewide for toll service; local service may be limited to specific exchange areas due to rural exemption guidelines; and operator services may be limited to specific institutions):

The State of Kansas.

7. Name, title, address, telephone number, and e-mail address of person preparing this application:

**Anne E. Callenbach (#18488)
Polsinelli Shughart PC
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
(913) 234-7449
Fax No. (913) 451-6205**

acallenbach@polsinelli.com

Brian Kirk
ExteNet Systems, Inc.
Assistant General Counsel
3030 Warrenville Road
Suite 340
Lisle, Illinois 60532
(630) 505-3811
Bkirk@extenetsystems.com

8. Name, title, address, telephone number and e-mail address of Commission/Industry Relations contact (if different from the preceding paragraph):

For Legal/Regulatory/Commission Matters: Brian Kirk, Assistant General Counsel, 3030 Warrenville Road, Suite 340, Lisle, IL 60532. Phone (630) 505-3811, e-mail: Bkirk@extenetsystems.com

For Billing/Reporting Matters: Robert Manire, Associate Accountant, 3030 Warrenville Road, Suite 340, Lisle, IL 60532. Phone (630) 245-2067, e-mail: robert.manire@extenetsystems.com

For Public Relations Matters: George Vinyard, VP and General Counsel, 3030 Warrenville Road, Suite 340, Lisle, IL 60532. Phone (630) 505-3843, e-mail: GVinyard@extenetsystems.com

9. Organization Information

In the table below, give name and address of each officer (where an individual holds more than one office, list name for each office held):

Officers **DENOTES CONFIDENTIAL INFORMATION**

Line No.	Title	Name	Address
1	CEO/President	**	**
2	EVP/COO	**	**
3	EVP/CTO	**	**
4	EVP, Business Development and Strategy		
5	EVP/CFO	**	**
6	VP, Strategic Business Initiatives	**	**

7	VP, General Counsel and Corporate Secretary	**	**
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Directors **DENOTES CONFIDENTIAL INFORMATION**

Line No.	Name of Director	Address	Term Began	Term Expires	Shares of Common Stock
1	**	**		Annually	**
2	**	**		Annually	**
3	**	**		Annually	**
4	**	**		Annually	**
5	**	**		Annually	**
6	**	**		Annually	**
7	**	**		Annually	**

10. Description of Applicant's operations (provide as Exhibits):
- A. Applicant's short run and long run growth plans for providing intrastate telecommunication service in Kansas (*i.e.*, What services will be provided and how quickly? Will service be offered statewide to residential, business or residential and business? Are specific local exchanges, localities or the service area(s) of specific companies included in these plans? If local service, how many exchanges will be served and which of those will be served first? What are the general characteristics of those exchanges?).
 - B. Estimated number of company service personnel assigned to telephone service who will be located in Kansas during the time periods mentioned above?
 - C. What telecommunications equipment will be deployed in the state and where will it be deployed over the period of time mentioned above?
 - D. Has any state or federal entity denied certification to your company or taken any enforcement action against your company's service operations (such as a fine or a Cease and Desist action)? If so, please explain.
 - E. Provide a list of enforcement proceedings or criminal charges involving applicant or its principals in connection with the provision of telecommunications services within the last five (5) years anywhere in the United States including, but not limited to:
 - injunctions
 - cease and desist orders
 - civil lawsuits
 - consent decrees
 - assurances of voluntary compliance
 - civil investigative demands (CID's)

subpoenas

Identify the office or administrative agency that instituted each action, the date it was instituted, and the outcome thereof. Provide a copy of the final order or judgment. (This does not include actions for the collection of debts or domestic matters.)

Information responsive to questions 10.A. through 10.E., above, can be found in Exhibit 10 to this Application.

11. Applicant's Managerial Qualifications (provide as Exhibits):

A. Description of applicant's actual experience in the telecommunications business, specifically that represented in this application.

Applicant has been providing non-switched dedicated Point-to-Point Virtual Circuit ("PVC") Transport Service on a wholesale basis to other carriers via a Distributed Antenna System ("DAS") network since 2005. Applicant and its wholly-owned subsidiaries no have operations in 17 states, as well as Canada.

B. Managerial qualifications of your company's key personnel (copies of resumes are appropriate).

Information responsive to question 11.B can be found in Exhibit 11 of this Application.

12. Applicant's Technical Qualifications:

A. Will the company follow the Quality of Service Standards and reporting requirements as ordered by the Commission in Docket No. 191,206-U?

Yes, to the extent applicable to the services provided by Applicant, Applicant will follow the required Quality of Service Standards and reporting requirements.

B. Does your company anticipate any problems meeting or reporting on the Commission's Quality of Service Standards? In the company's opinion, does it have the management expertise to deploy the necessary resources to meet the quality of service standards as established by the Commission?

Applicant does not anticipate any problems meeting the Commission's Quality of Service Standards, and believes that it has the management expertise to deploy the necessary resources to meet such standards.

C. Will the Company follow the Commission's Billing Practice Standards as ordered in Docket No. 120,408-U?

Yes, Applicant will follow the required Billing Practice Standards.

- D. Does your company anticipate any problems meeting the Commission's Billing Practices Standards? In the company's opinion, does it have the management expertise to deploy the necessary resources to meet the Billing Practices Standards as established by the Commission?

Applicant does not anticipate any problems meet the Commission's Billing Practices Standards, and believes that it has the management expertise to deploy the necessary resources to meet such standards.

- E. Is your company currently providing telecommunications service in any other state? If so, in an Exhibit, please name the state(s), provide a description of your company's operations therein and list the approximate number of customers in each state.

Yes. Information responsive to question 12.E. can be found in Exhibit 12 of this Application.

13. Financial Information:

A. Stock **DENOTES CONFIDENTIAL INFORMATION**

Line No.	Class of Stock	No. of Shares authorized by Charter	No. of Shares Actually Sold	No. of Shares Cancelled	No. of Shares Held for Resale	No. of Shares Outstanding	Par Value per Share	Total Amt. Outstanding per. Financial Statement	Dividends declared during year
1	**	**	**	**	**	**	**	**	**

- B. List information concerning the stockholders holding the highest number of shares of stock. If no one stockholder holds more than 5% of the total shares outstanding, so indicate by placing an "X" in this blank ____, and omit the information called for in the schedule below.

List of Principal Stockholders **DENOTES CONFIDENTIAL INFORMATION**

Line No.	Name of Stockholder	Address	No. of Shares	No. of Votes	Total Par or Stated Value
1	**	**	**	**	**

- C. Sole proprietorships and/or partnerships or any other business organization including, but not limited to limited liability companies, limited partnerships, and LLPs must add an Exhibit to show the organizational structure and share interests in assets, liabilities, and profits.

The Organizational Structure is attached to this Application as Exhibit 13.

14. Applicant's Financial Qualifications (provide as Exhibits):
- A. Comparative Income Statements for the immediately preceding three (3) year period (audited positive statements preferred.
 - B. Balance Sheets for the immediately preceding three (3) year period (audited positive statements preferred.)
 - C. A forward-looking management narrative discussing any significant activity that may impact either the Income Statement or Balance Sheet provided.

Financial Information responsive to Section 14 A. and B. is attached to this Application as CONFIDENTIAL Exhibit 14, which is in two parts. At this time, ExteNet Systems, Inc. is aware of no significant activity that may impact the Income Statement or Balance Sheet provided.

15. As an attachment, please provide state of incorporation and proof of incorporation in that state.

The documents requested are attached to this Application as Attachment 1.

16. As an attachment, please provide proof of registration with the Kansas Secretary of State (must maintain registry and remain in good standing.)

The documents requested are attached to this Application as Attachment 2.

17. As an attachment, please provide a sample copy or exhibit of the customer bill (unless all bills will be issued by the Incumbent Local Exchange Carrier.)

ExteNet has a very few number of customers and each one is billed pursuant to a negotiated contract.

18. Name and telephone number of the contact person for customer service.

ExteNet Network Operations Center (866) 892-5327

PUBLIC VERSION

19. Competitive Local Exchange applicants need to provide an interconnection or resale agreement with the incumbent local exchange carrier(s) for the service territory designated above, if consummated. Please indicate the docket number(s) and Commission approval date(s) for each. (Local operations may not begin until such agreements have been approved by the KCC.)

Not applicable.

20. As an attachment, please provide a copy of the Company's proposed tariff. (Operations may not begin until a tariff has been filed with and approved by the KCC.)

Applicant's proposed tariff is attached hereto as Attachment 3.

21. Complete, sign and attach the KCC Telecommunications Carrier Code of Conduct form as part of this application.

Attached as Attachment 4 is a completed KCC Telecommunications Carrier Code of Conduct form.

WHEREFORE, ExteNet Systems, Inc. respectfully requests that the Commission grant it a Certificate of Public Convenience and Necessity authorizing it to provide intrastate local exchange and exchange access telecommunications services in the State of Kansas.

Respectfully submitted,

POLSINELLI SHUGHART PC

By: _____

CURTIS HOLLAND. (#16458)
ANNE E. CALLENBACH (#18488)
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
(913) 451-8788
Fax No. (913) 451-6205
cholland@polsinelli.com
acallenbach@polsinelli.com

ATTORNEYS FOR EXTENET SYSTEMS, INC.

VERIFICATION

STATE OF Kansas)
COUNTY OF Phnom) ss.

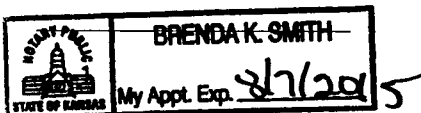
I, Anne E. Callenbach., being duly sworn, on oath state that I am counsel to ExteNet Systems, Inc., that I have read the foregoing pleading and know the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge and belief.

By: A Callenbach
Anne E. Callenbach

The foregoing application was subscribed and sworn to before me this April 5, 2013.

Brenda K. Smith
Notary Public

My Commission Expires:



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading has been faxed, hand-delivered and/or mailed, First Class, postage prepaid, this April 5, 2013, to:

Dana Bradbury
Chief Litigation Counsel
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604

Brian Kirk
Assistant General Counsel
ExteNet Systems, Inc.
3030 Warrenville Road
Ste. 340
Lisle, IL 60532



Anne E. Callenbach

- A. Applicant's short run and long run growth plans for providing intrastate telecommunication service in Kansas (*i.e.*, What services will be provided and how quickly? Will service be offered statewide to residential, business or residential and business? Are specific local exchanges, localities or the service area(s) of specific companies included in these plans? If local service, how many exchanges will be served and which of those will be served first? What are the general characteristics of those exchanges?).

Applicant intends to provide non-switched dedicated PVC Transport Service on a wholesale basis to wireless service providers ("WSPs"). This will allow WSPs to improve their coverage by filling in "dead spots" or to increase their capacity to provide services in certain geographic areas. This service will be provided on fiber optic facilities through a combination of Applicant's network and facilities and services leased from existing carriers and other suppliers. Specifically, in the short-term, Applicant intends to install 30 wireless antennas and associated equipment ("Nodes") in the Olathe, Leawood, and Overland Park areas and hopes to add 15 additional Nodes in the same area in next 18-24 months depending on WSP customer requirements. Applicant's networks are intended for long term (>10 years) installation and use, and intends to provide additional networks upon WSP customer request. Accordingly, Applicant seeks the full range of local exchange and interexchange authority so that it can have flexibility in meeting its WSP customers' needs in the future.

- B. Estimated number of company service personnel assigned to telephone service who will be located in Kansas during the time periods mentioned above?

At this time, Applicant does not intend to have personnel located in Kansas. Responsibility for Kansas operations will be handled by Applicant's current management team from its headquarters in Lisle, IL and local activity will be performed by certified third party contractors.

- C. What telecommunications equipment will be deployed in the state and where will it be deployed over the period of time mentioned above?

DAS networks utilize discrete, minimally sized equipment and antennas that are typically installed on existing utility poles and streetlights, with fiber optic cable attached to each pole aerially or underground.

- D. Has any state or federal entity denied certification to your company or taken any enforcement action against your company's service operations (such as a fine or a Cease and Desist action)? If so, please explain.

No.

- E. Provide a list of enforcement proceedings or criminal charges involving applicant or its principals in connection with the provision of telecommunications services within the last five (5) years anywhere in the United States including, but not limited to:

- injunctions
- cease and desist orders
- civil lawsuits
- consent decrees
- assurances of voluntary compliance
- civil investigative demands (CID's)
- subpoenas

Identify the office or administrative agency that instituted each action, the date it was instituted, and the outcome thereof. Provide a copy of the final order or judgment. (This does not include actions for the collection of debts or domestic matters.)

N/A

Ross W. Manire, President and Chief Executive Officer

Ross W. Manire brings more than 30 years of business management, finance and leadership experience to the company.

Prior to founding ExteNet Systems, Manire was President, 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. Manire came to Flextronics through the company's acquisition of Chatham Technologies, Inc., where he was Chief Executive Officer.

Before joining Chatham, Mr. Manire was Senior Vice President of 3Com Corporation's \$1 billion Carrier Systems Division. Prior to his position with 3Com, he led the dramatic expansion of U.S. Robotics' Network Systems Division, which he founded to capitalize on the growing demand for Internet access in the enterprise. Under Manire's leadership, the division grew from its founding to \$600 million in fewer than four years. Mr. Manire began his tenure at U.S. Robotics as Senior Vice President of Operations and Chief Financial Officer.

Manire was previously a partner at Ridge Capital, a leveraged buyout firm focusing on middle-market acquisition opportunities. He began his career at Ernst & Young, where he was a Partner in its Entrepreneurial Services Group. Mr. Manire holds a BA from Davidson College and an MBA from the University of Chicago.

Oliver M. Valente, Executive Vice President and Chief Operating officer

Oliver M. Valente 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.

Tormod Larsen, Vice President and Chief Technology Officer

Tormod Larsen 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.

Eric Lekacz, Executive Vice President, Business Development and Strategy

Eric Lekacz 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.

Dan Timm, Executive Vice President and Chief Financial Officer

Dan Timm 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

Terry Ray 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 Vinyard, Vice President, General Counsel and Corporate Secretary

George A. Vinyard 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.

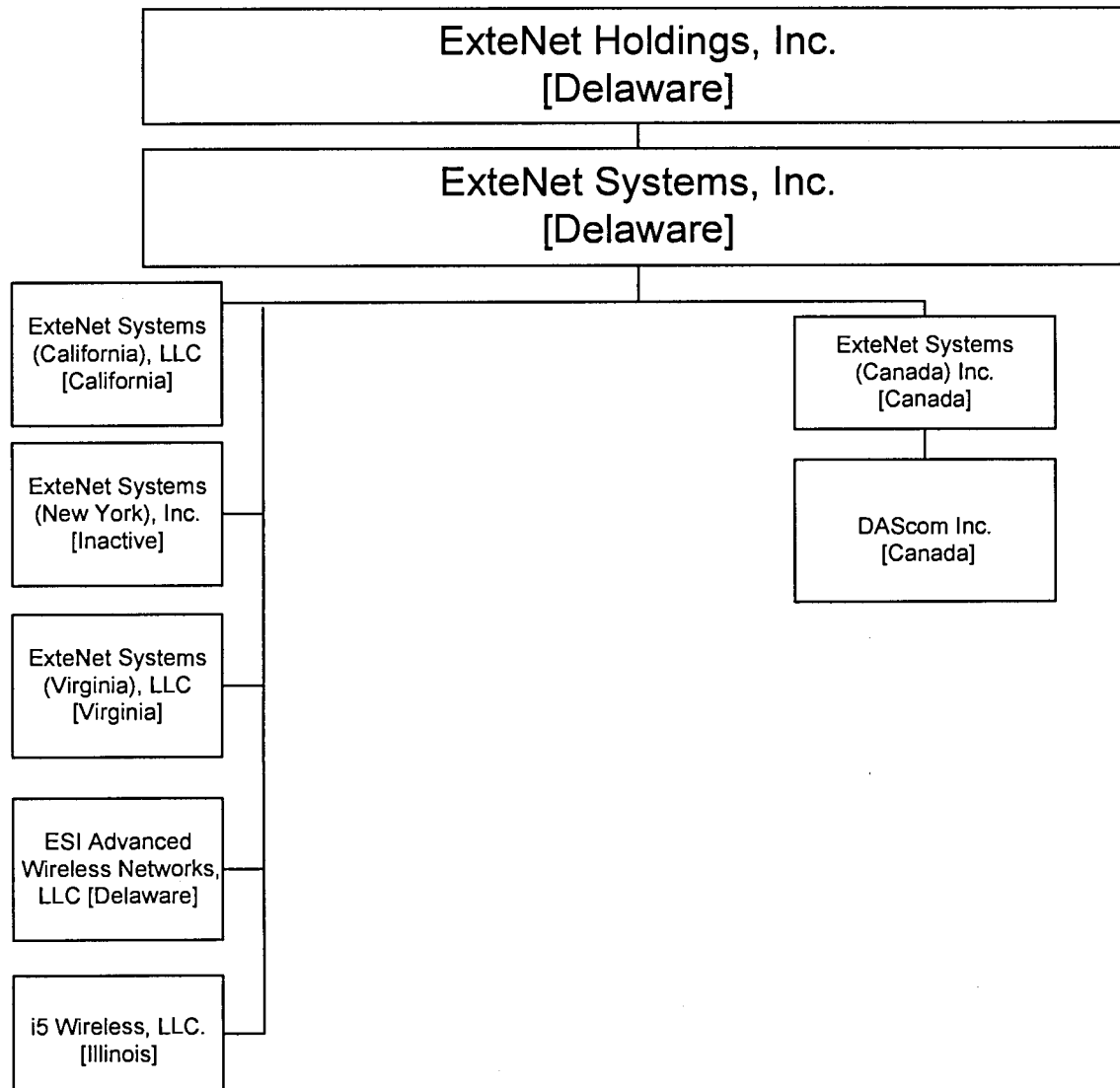
Applicant and its wholly-owned subsidiaries are currently authorized to provide telecommunications services in the following jurisdictions (* = currently providing telecommunications services):

1. District of Columbia
2. Arizona
3. California* (wholly-owned subsidiary)
4. Colorado
5. Connecticut
6. Delaware
7. Florida*
8. Georgia
9. Hawaii
10. Illinois*
11. Indiana*
12. Louisiana
13. Massachusetts*
14. Maryland
15. Michigan*
16. Minnesota
17. Missouri
18. North Carolina
19. New Mexico
20. Nevada*
21. New York*
22. Ohio
23. Oregon
24. Pennsylvania*
25. Rhode Island*
26. Texas*
27. Utah
28. Virginia (wholly-owned subsidiary)
29. Washington
30. Wisconsin
31. Canada* (wholly-owned subsidiary)

In any given jurisdiction, Applicant has between one and six customers, consisting mainly of FCC licensed CMRS carriers.

**Corporate Organizational Structure – Table of Officers &
Directors/LLC Managers**

Corporate Organizational Chart



All entities are wholly owned subsidiaries of ExteNet Systems, Inc. except DAScom, which is a wholly owned subsidiary of ExteNet Systems (Canada), Inc.

EXHIBIT 14 – PART 1 OF 2

CONFIDENTIAL VERSION

INTENTIONALLY LEFT OUT

EXHIBIT 14 – PART 2 OF 2

CONFIDENTIAL VERSION

INTENTIONALLY LEFT OUT

Delaware

PAGE 1

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 TWENTY-SEVENTH DAY OF AUGUST, 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.

3574949 8300

120972460

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9805549

DATE: 08-27-12

AUG. 9. 2006 9:32AM

CSC16175233189

NO. 3365 P. 4

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "CLEARLINK NETWORK CORPORATION", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "EXTENET SYSTEMS, INC.", THE FIRST DAY OF AUGUST, A.D. 2006, AT 2:19 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.



3574949 8320
060743268

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4959939

DATE: 08-09-06

RON THORNBURGH
Secretary of State



Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

May 05, 2009

STATE OF KANSAS

BILL SEVERINO
EXTENET SYSTEMS, INC.
3030 WARRENVILLE RD. #340
LISLE IL 60532

RE: EXTENET SYSTEMS, INC.

ID. # 4309878 (USE IN ALL CORRESPONDENCE WITH OUR OFFICE)

Enclosed is your certified application for authority to do business in Kansas as a for profit corporation. Your corporation's business entity identification number is at the top of this page. This business entity identification number should be used in all correspondence with our office.

Every corporation must file an annual report with the Secretary of State and pay a filing fee. The annual report and fee are due together on the 15th day of the fourth month following the tax closing month. (For example, if the tax closing month is December, the due date is April 15 of the following year). The annual report may be filed as early as January 1. An annual report is not required if the company has not been incorporated for six months prior to its first tax year end. If your company operates on a tax year end other than the calendar year, you must notify our office in writing prior to December 31.

The annual report may be filed electronically at www.kssos.org or you may obtain a paper form from the Web site.

PLEASE NOTE: Your business entity may be required by Kansas law to file Form K-150 and a possible franchise tax with the Kansas Department of Revenue each year. For information regarding Form K-150 contact the Kansas Department of Revenue at (785) 368-8222 or www.ksrevenue.org.

ch

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430-987-8


Contact Information
 Kansas Secretary of State
Ron Thornburgh
 Memorial Hall, 1st Floor
 120 S.W. 10th Avenue
 Topeka, KS 66612-1594
 (785) 296-4564
 kssos@kssos.org
 www.kssos.org

KANSAS SECRETARY OF STATE Foreign Corporation Application

FA
 51

All information must be completed and the required fees submitted or this document will not be accepted for filing. Please read all instructions before completing this document.

05-05-2009	09:59:00
4718 01	\$115.00
051 003 PP	1
FILE#: 4309878	FILED BY KS SOS


 02416332

1. Name of the corporation:
 ExteNet Systems, Inc.

Name of corporation must match the name on record with the home state

2. State of organization: Delaware

3. For profit ☒ Not for profit ☐

4. The date the corporation began or intends to do business in Kansas:
April 30 2009 OR "upon qualification" ☐
Month Day Year

SECRETARY OF STATE
 KANSAS
 MAY 5 AM 9 35

5. The address of the corporation's principal office (this address will be used to send official mail from the Secretary of State's Office):

3030 Warrenville Rd. #340	Lisle	Illinois	60532	USA
<small>Street address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>	<small>Country</small>

Official mail should be addressed to the following individual: Bill Severino
 (Optional)

6. The address of the registered office in Kansas (a post office box is unacceptable):

200 SW 30th st.	Topeka	Kansas	66611
<small>Street address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>

and the name of the resident agent at the registered office address: Corporation Services Company

7. The full nature and character of the business to be conducted in the state of Kansas:
 Distributed Network Antenna System Provider to Wireless Telephony providers

8. The corporation hereby consents, without power of revocation, that actions may be commenced against it in the proper court of any county in the state of Kansas where there is proper venue by service of process on the Secretary of State of the state of Kansas; and the corporation stipulates and agrees that such service shall be taken and held in all courts to be as valid and binding as if due service had been made upon an officer of the corporation.

9. The corporation's fiscal year closing date is: September 30
Month Day

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct and that the corporation is in good standing in its home state.

Executed on the 14th of April 2009
Day Month Year

Terry Ray
Signature of authorized officer

I hereby certify this to be a true and
correct copy of the original on file.
Certified on this date: May 5 2009
Ron Thornburgh, Secretary of State

ExteNet Systems, Inc.
Issued: _____, 2013

Original Title Page
Effective: _____, 2013

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES GOVERNING THE
PROVISION OF ONE-WAY AND/OR TWO-WAY TRANSMISSION SERVICES FOR
CONNECTION TO PUBLIC AND PRIVATE COMMUNICATIONS FACILITIES
WITHIN THE STATE OF KANSAS**

EXTENET SYSTEMS, INC.

This Tariff applies to the provision of one-way and/or two-way transmission services furnished by ExteNet Systems, Inc. between one or more points in the State of Kansas. This Tariff is on file with the Kansas Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 3030 Warrenville Road, Suite 340, Lisle, IL 60532.

Issued: _____, 2013

Effective:

By: Terry Ray, VP, Strategic Business Initiatives, 3030 Warrenville Rd. Suite, 340, Lisle IL
60532

375510.1

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*	21	Original*		
2	Original*	22	Original*		
3	Original*	23	Original*		
4	Original*	24	Original*		
5	Original*	25	Original*		
6	Original*	26	Original*		
7	Original*	27	Original*		
8	Original*	28	Original*		
9	Original*	29	Original*		
10	Original*	30	Original*		
11	Original*				
12	Original*				
13	Original*				
14	Original*	* Included in this filing			
15	Original*				
16	Original*				
17	Original*				
18	Original*				
19	Original*				
20	Original*				

Issued: _____, 2013

Effective:

By: Terry Ray, VP, Strategic Business Initiatives, 3030 Warrenville Rd. Suite, 340, Lisle IL
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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 Kansas to offer competitive access provider services throughout the State of Kansas.

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

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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 Kansas Corporation 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 Kansas Corporation 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: 3030 Warrenville Road, Suite 340, Lisle, IL 60532.

Commission: The State Corporation Commission of the State of Kansas ("KCC").

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-electronics 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-electronics 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.

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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. All ICB contracts will be made available to the Commission upon request.

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.

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.

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1. DEFINITIONS (cont'd.)

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.

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2. GENERAL REGULATIONS

2.1 LIABILITY OF THE COMPANY

The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, unless due to the Company's negligence or willful act.

The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, or information transmitted.

The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the services provided during the period when services were affected.

2.2 UNDERTAKING OF THE COMPANY AND USE OF SERVICE

2.2.1. This tariff contains the regulations and rates applicable to intrastate resale and facilities-based telecommunications services provided by ExteNet for telecommunications between points within the State of Kansas. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company offers service to all those who desire to purchase service from the Company consistent with the provisions of this tariff. Customers interested in the Company's services shall file a service application with Company which fully identifies the Customer, the services requested, and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due to such service arrangements.

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

- 2.2.3. 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.**
- 2.2.4. 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.**
- 2.2.5. The use of ExteNet's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.**
- 2.2.6. The use of ExteNet's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.**

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2. GENERAL REGULATIONS (cont'd.)

2.2.7. 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.

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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.)

- 2.5.1.1. License preparation, processing and related fees;**
- 2.5.1.2. Tariff preparation, processing and other related regulatory fees;**
- 2.5.1.3. Any other identifiable costs related to the facilities provided; and**
- 2.5.1.4. An amount for return and contingencies.**

2.5.2. 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.

- 2.5.2.1. The termination liability period is the estimated service life of the facilities provided.**
- 2.5.2.2. 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.**
- 2.5.2.3. The applicable termination liability will be calculated based on the following:**
 - 2.5.2.3.1** 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.
 - 2.5.2.3.2** 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.
 - 2.5.2.3.3** The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

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2. GENERAL REGULATIONS (cont'd.)

2.6 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.

2.7 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.

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3. RULES

3.1 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.

3.2 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.

3.3 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.

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3. RULES (cont'd.)

3.4 INDIVIDUAL CASE BASIS 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.

3.5 SPECIAL INFORMATION REQUIRED ON FORMS

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.

3.6 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.)

3.7 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.

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).

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.

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.

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3. RULES (cont'd.)

3.8 RETURN OF DEPOSIT

Deposits will be returned as allowed pursuant to the Commission's billing, collection, disconnection, security deposits, and reconnection standards and requirements Order, issued on September 1, 2010 in Docket No. 06-GIMT-187-GIT, as may be amended from time to time.

3.9 DISCONTINUANCE OF SERVICE 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.

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.

3.10 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.

3.11 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 30 days after presentation of the bill.

Bills are due and payable on the date of presentation. A late payment charge in the amount authorized by the Kansas Corporation Commission may be applied if payment is not received by the Company on or before the late payment date that shall be prominently

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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.

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3. RULES (cont'd.)

3.12 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, 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.

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.

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

3.13 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.

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.

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3. RULES (cont'd.)

3.13 DISPUTED BILLS (cont'd.)

The undisputed portion of the bill, and subsequent bills must be paid by the "Due By" date, which will be no sooner than 30 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.

In order to avoid commencement of disconnection procedures and late payment charges, the disputed amount must be paid within 30 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 the Company will not suspend or discontinue service without providing such notice of impending termination.

3.14 DISCONTINUANCE 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.

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3. RULES (cont'd.)

3.15 DISCONTINUANCE BY COMPANY

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.

- (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 the Commission.
- (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.

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3. RULES (cont'd.)

3.15 DISCONTINUANCE AND RESTORATION OF SERVICE (CONT'D.)

- (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.

3.16 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.

3.17 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.

3.18 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.

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3. RULES (cont'd.)

3.19 INFORMATION PROVIDED TO THE PUBLIC

The Company's tariffs are available for inspection during business hours at the Kansas Corporation Commission, 1500 Arrowhead Road, Topeka, Kansas. 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.
3030 Warrenville Rd, Ste 340
Lisle, IL 60532

3.20 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.

3.21 CONTINUITY OF SERVICE

The Company's limitation of liability is set forth in Section 2.1 above.

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 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.

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.

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.

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3. RULES (cont'd.)

3.22 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES

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.

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.

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.

3.23 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.

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3. RULES (cont'd.)

3.24 DISCLAIMER OF WARRANTIES

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

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.

3.25 CHOICE OF LAW

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

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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.

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4. RATE SCHEDULES (cont'd.)

4.1.4. Rates

	<u>PVC RATE ELEMENT</u>	<u>CURRENT MONTHLY RECURRING CHARGE</u>	<u>MAXIMUM MONTHLY RECURRING CHARGE</u>	<u>CHARGING BASIS</u>
<u>1.1</u>	<u>SIGNAL CONVERSION</u>			
1.1.1	Local Signal Conversion	\$500.00	\$750.00	Per Month Per POP
1.1.2	Remote Signal Conversion	\$2,000.00	\$3,000.00	Per Month Per POP
<u>1.2</u>	<u>COMMITTED INFORMATION RATES</u>			
1.2.1	Tier 1: 5 MHZ	\$2,000.00	\$3,000.00	Per Month Per POP
1.2.2	Tier 2: 10 MHZ	\$2,275.00	\$3,412.50	Per Month Per POP
1.2.3	Tier 3: 15 MHZ	\$2,425.00	\$3,637.50	Per Month Per POP
1.2.4	Tier 4: 20 MHZ	\$2,575.00	\$3,862.50	Per Month Per POP
1.2.5	Tier 5: 25 MHZ	\$2,725.00	\$4,087.50	Per Month Per POP
1.2.6	Tier 6: 30 MHZ	\$2,875.00	\$4,312.50	Per Month Per POP
1.2.7	Tier 7: 35 MHZ	\$3,025.00	\$4,537.50	Per Month Per POP
1.2.8	Tier 8: 40 MHZ	\$3,175.00	\$4,762.50	Per Month Per POP
1.2.9	Tier 9: 45 MHZ	\$3,325.00	\$4,987.50	Per Month Per POP
1.2.10	Tier 10: 50 MHZ	\$3,475.00	\$5,212.50	Per Month Per POP
1.2.11	Tier 11: 55 MHZ	\$3,625.00	\$5,437.50	Per Month Per POP
1.2.12	Tier 12: 60 MHZ	\$3,775.00	\$5,662.50	Per Month Per POP
<u>1.3</u>	<u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u>			
1.3.1	Dedicated Fiber Strand	\$5,200.00	\$7,800.00	Per Month Per Strand
1.3.2	WDM	\$3,900.00	\$5,850.00	Per Month Per POP
1.3.5	SONET Ring	\$2,080.00	\$3,120.00	Per Month Per Ring
1.3.6	Add / Drop	\$625.00	\$937.50	Per Month Per Drop
<u>2</u>	<u>NON-RECURRING ELEMENTS</u>	<u>NON- RECURRING CHARGES</u>		
2.1	Lateral Construction Charge	\$200,000.00	\$300,000.00	Per POP
2.2	Lateral Connection Charge	\$30,000.00	\$45,000.00	Per POP
2.3	Network Connection Charge	\$100,000.00	\$150,000.00	Per Network

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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.

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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 4.1.4 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

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**Telecommunications Carrier Code of Conduct
Kansas Corporation Commission**

As a provider of telecommunications services in the state of Kansas, Applicant, by and through its undersigned officer, commits to comply with the following:

- If applying for certification to provide local telecommunications service, provide:
 - Access to 911 and E911 services;
 - White page directory listings;
 - Access to telephone relay services;
 - Access to directory assistance;
 - Access to operator services;
 - Kansas Lifeline service discounts;
 - Link-Up service discounts (via the federal program);
 - Equal access to interLATA long distance carriers;
 - Free blocking of 900- and 700-type services
 - Interconnection on a nondiscriminatory basis with other local exchange carriers
- If requesting Eligible Telecommunications Carrier (ETC) designation, provide all applicable federal Lifeline discounts.
- Follow all applicable Commission rules and regulations, including but not limited to, billing practice standards as set out in the October 5, 2010 order in Docket No. 06-GIMT-187-GIT and subsequent billing practice standards approved by the Commission.
- Local exchange and competitive local exchange carriers will follow quality of service standards as set out in an order dated May 23, 2008 in Docket No. 95-GIMT-047-GIT and subsequent billing standards approved by the Commission.
- Maintain required registration with the Office of the Kansas Secretary of State. To contact the Kansas Secretary of State: Memorial Hall, First Floor, 120 SW 10 Ave., Topeka, KS 66612-1594 (785) 296-4564 or www.kssos.org.
- File annual reports with the Commission in accordance with K.S.A. 66-123.
- Pay all assessments due to the Commission and/or the Citizen's Utilities Ratepayer Board (CURB) pursuant to K.S.A. 66-1501, 66-1502, 66-1503, and 66-1504.
- File reports and pay assessments to the Kansas Universal Service Fund (KUSF) as set forth in K.S.A. 66-2008(a) and the Commission's December 27, 1996 Order in Docket No. 94-GIMT-478-GIT. KUSF instructions and remittance forms may be obtained online at www.gvnw.com/usf/kansas/index.htm.

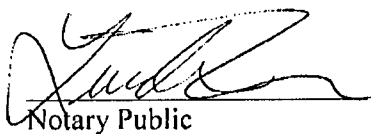
- A competitive local exchange carrier wishing to discontinue service shall notify customers and the Commission in accordance with K.A.R. 82-13-2. An inter-exchange carrier providing service in Kansas wishing to discontinue service shall notify customers in accordance with FCC regulations.
- Promptly notify the Commission of any change of address and contact information.
- Treat each customer equally to all other similarly situated customers, free of prejudice or disadvantage.
- Respect customers' right to select different telecommunications services and vendors.
- Administer procedures to prevent deceptive and unfair marketing practices aimed at potential or existing customers.
- Protect customers' right to privacy, by safeguarding records and personal information against unauthorized use.
- Respond to consumer complaints or inquiries submitted by Commission Staff thoroughly and quickly.

Verification

I, Daniel L. Timm, of lawful age, and being first duly sworn, now state: As an officer of the Applicant, I am authorized to and do hereby make the above commitment. Further, I acknowledge that failure to comply with the above commitments or other lawful requirements of the Commission will subject Applicant to potential fines, penalties, revocation of certification, or other sanctions and remedies.



Subscribed and sworn to before me on this 27th Day of March, 2013.


Notary Public

(Revised 01/20/2012)





Anne E. Callenbach
(913) 234-7449
acallenbach@polsinelli.com

6201 College Boulevard, Suite 500
Overland Park, KS 66211
(913) 451-8788
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www.polsinelli.com

April 5, 2013

Patti Petersen-Klein
Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604



APR 05 2013

by
State Corporation Commission
of Kansas

Re: ExteNet Systems, Inc. Application for Certificate of Convenience and Necessity to Provide Local Exchange and Exchange Access Services-And Notification of Designation of Highly Confidential Information

Dear Ms. Petersen-Klein:

Attached for filing with the Kansas Corporation Commission is the Application of ExteNet Systems, Inc. ("ExteNet") for a certificate of convenience and necessity to provide local exchange and exchange access within the State of Kansas.

Certain information within the Application, notably Section 9 of the Application, Section 13 of the Application, and Exhibit 14 to the Application has been designated by ExteNet as confidential. ExteNet requests that the Commission maintain the confidential status of such designated materials in accordance with K.S.A. 66-1220a and K.A.R. 82-1-221a.

ExteNet has been advised by KCC Litigation Counsel that upon receipt of ExteNet's applications, the Legal Department will issue the Commission's standard Protective order to govern the disclosure and dissemination of confidential information.

The information designated as confidential is considered by ExteNet to be confidential commercial information. Such confidential commercial information includes specific balance sheet and income statement information, stock information, and specific shareholder data. ExteNet is the only private company offering Distributed Antenna Service ("DAS") and wishes to protect this information from public disclosure.

Pursuant to K.A.R. 82-1-221a(a)(5), ExteNet submits that the information designated as Confidential is confidential commercial information that, if disclosed to the public, could result in competitive harm to ExteNet and place ExteNet at a disadvantage with respect to other DAS providers and competitors. ExteNet requests that this written explanation of the confidential

Patti Petersen-Klein
April 5, 2013
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nature of the documents filed with its applications apply to all information denoted as confidential.

Thank you for your assistance and your attention to this matter.

Sincerely,


Anne E. Callenbach

AEC:

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CLEC APPLICATION