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May 18, 2000

FILED<sup>3</sup>

MAY 18 2000

Missouri Public  
Service Commission

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

Re: In the Matter of the Application of Allied Riser of  
Missouri, Inc. for a Certificate of Authority to Provide  
Basic Local and Telecommunications Services within the  
State of Missouri - Case No. TA-2000-736

Dear Mr. Roberts:

Enclosed please find an original plus 8 copies of EXHIBIT D  
which is the Performance Bond for filing on behalf of Allied Riser  
of Missouri, Inc., in the above-captioned matter.

If you should have any questions concerning the enclosed  
materials, please do not hesitate to contact me. Thank you.

Very truly yours,

HENDREN AND ANDRAE, L.L.C.

  
Richard S. Brownlee, III

RSB/s  
Enclosures  
cc: Office of Public Counsel  
General Counsel  
Kirk Peterson

## License and/or Permit Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, **Allied Riser of Missouri, Inc.** as Principal, and **Hartford Fire Insurance Company** (Company of Connecticut) incorporated under the laws of the State of Connecticut, With its principal office in Hartford, Connecticut, as Surety, are held and firmly bound unto **The Missouri Public Service Commission**, as Obligee, in the penal sum of **One Hundred Thousand (\$100,000.00)** Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the above bounded Principal has obtained or is about to obtain from the said Obligee a license or permit for a **Basic Local Telecommunications Company**, and the term of said license or permit is as indicated opposite the block checked below:

\_\_\_ beginning the \_\_\_ day of \_\_\_, 2000, and ending the \_\_\_ day of \_\_\_, 2000.

XX Continuous, beginning the 21st day of March, 2000.

WHEREAS, the Principal, in establishing compliance with Section 392.455, RSMO, Supp. 1999, is filing with the Missouri Public Service Commission a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses of damage to the Principal's end-user customers and carriers of last resort caused by said Principal's non-compliance with or breach of obligations that the Principal hereby undertakes, to protect its end-user customers as is stated in Appendix A hereto to apply to "any basic local telecommunication company with less than a two hundred fifty thousand dollars (\$250,000) net book value in telephone plant and/or telephone facilities located in Missouri or of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Singed, sealed and dated the 21st day of March, 2000.

Allied Riser of Missouri, Inc.  
principal

By: Charles W. Yeorgann  
CHARLES W. YEORGANN, VP FINANCE

Hartford Fire Insurance Company

By: William D. Birdsong  
William D. Birdsong, Attorney-In-Fact

# HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

## POWER OF ATTORNEY

Know all men by these Presents, That HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

*WILLIAM W. GEORGE, WILLIAM D. BIRDSONG and GINGER HOKE*  
of DALLAS, TEXAS

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of HARTFORD FIRE INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, ("the Company") as amended by the Board of Directors at a meeting duly called and held on July 9, 1997, as follows:

### ARTICLE IV

**SECTION 7.** The President or any Vice President or Assistant Vice-President, acting with any Secretary or Assistant Secretary shall have power and authority to sign and execute and attach the seal of the Company to bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and such instruments so signed and executed, with or without the common seal, shall be valid and binding upon the Company.

**SECTION 8.** The President or any Vice-President or any Assistant Vice President acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more resident Vice Presidents, resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such resident Vice-President, resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

Resolved, that the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 14th day of May, 1999.

HARTFORD FIRE INSURANCE COMPANY

*Paul A. Bergenholz*



*Robert L. Post*

Paul A. Bergenholz, Assistant Secretary

Robert L. Post, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS. Hartford

On this 14th day of May, A.D. 1999, before me personally came Robert L. Post, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of HARTFORD FIRE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

*Jean H. Wozniak*

Jean H. Wozniak  
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Secretary of HARTFORD FIRE INSURANCE COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 7 and 8 of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford.

Dated the

21<sup>st</sup>

day of March

20 00

*Richard L. Marshall, Jr.*



*J. Dennis Lane*

Richard L. Marshall, Jr., Assistant Secretary

J. Dennis Lane, Assistant Vice President