



Verizon Avenue

Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

August 14, 2003

Ms. Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
472 W. Washington
Boise, ID 83702

Re: Application for Certification as a
Competitive Local Exchange Carrier

GNR-T-03-26

Dear Secretary Jewell:

Attached please find the Application for Certification as a Competitive Local Exchange Carrier, submitted by Verizon Avenue Corp. This application package is submitted in triplicate.

If there are any questions, or if any member of the Commission or Staff requires any further information, please contact me at the address above, on my direct telephone line of 847-582-8721, by fax on 847-582-8801, or by email at dick.kolb@verizon.com.

Respectfully submitted,

Richard P. Kolb
Richard P. Kolb
Vice President – Legal/Regulatory

Enclosures

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FILED
2003 AUG 15 AM 9:51
IDaho PUBLIC UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATION
AS A COMPETITIVE LOCAL EXCHANGE CARRIER**

VERIZON AVENUE CORP.

I. Proposed Services

Verizon Avenue Corp. ("Verizon Avenue", "Applicant", or the "Company") requests Certification as a Competitive Local Exchange Carrier in the State of Idaho. Verizon Avenue proposes to offer local, local toll, and interLATA toll services by resale in Idaho, outside of the franchised service territories of Verizon. The Company also intends to serve as an Internet Service Provider, making High Speed Internet Service available within its market niche throughout the State. Verizon Avenue intends to concentrate its marketing and sales efforts within the residential market, and within the multiple dwelling unit and concentrated residential market niche. The Company currently is certified to provide services of this nature in twenty-six states and the District of Columbia.

II. Form of Business

1. Applicant is a Corporation

- (1) Verizon Avenue Corp. is a Delaware Corporation, engaged in the provision of communications services.
- (2) Verizon Avenue Corp. is incorporated in the State of Delaware.
- (3) Verizon Avenue Corp. does not currently have a business office location within the State of Idaho. Its headquarters address is:

Verizon Avenue Corp.
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045

- (4) A certified copy of the Articles of Incorporation of Verizon Avenue Corp. is attached to this application as Exhibit 1.
- (5) Copies of the Certificate of Authority of Verizon Avenue Corp., and of the Statement of Good Standing of Verizon Avenue Corp., both issued by the Idaho Secretary of State, are attached to this application as Exhibit 2 and Exhibit 3, respectively.
- (6) The Registered Agent for Service in the State of Idaho is:

CT Corporation System
300 N. 6th Street
Boise, ID 83702

2. The names and addresses of the ten common stockholders of Applicant owning the greatest number of shares of common stock are:

Verizon Avenue Corp. is an indirect, wholly owned subsidiary of Verizon Communications Inc. The corporate address of Verizon Communications Inc. is:

1095 Avenue of the Americas
New York, NY 10036

3. The names and addresses of the Officers and Directors of Verizon Avenue Corp. are attached to this application as Exhibit 4.
4. The name and address of the Corporation holding a 5% or greater interest in Verizon Avenue is as follows:

Verizon Communications Inc.
1095 Avenue of the Americas
New York, NY 10036

5. The names and addresses of subsidiaries owned or controlled by Applicant are attached to this application as Exhibit 5.

III. Telecommunications Service

1. Verizon Avenue proposes to begin offering High Speed Internet Service within the State of Idaho within one year after certification by the Idaho Public Utilities Commission. The Company will be prepared to offer telephone services by resale within one year following Certification.
2. Verizon Avenue proposes to offer local exchange telephone service and local toll service by resale of service obtained from existing Local Exchange Carriers, other than Verizon Northwest, Inc. ("Verizon"). The Company intends to offer interLATA service by resale of services obtained from any authorized Interexchange Carrier in the State. The Company proposes to offer High Speed Internet Service throughout the State, utilizing an on-premises DSL Access Module (DSLAM) solution. In the event that the Company must utilize sub-loop Unbundled Network Elements (UNEs) to reach the end user customer from the DSLAM location, Verizon Avenue must obtain an Interconnection Agreement with the local exchange carrier.

IV. Service Territory

1. Verizon Avenue potentially may compete for local exchange telephone services customers with any local exchange carrier in the State of Idaho, with the exception of Verizon. The Company does not intend to offer competitive local exchange, local toll or interLATA toll telephone services within the franchised territory of Verizon in the State. Applicant does intend to potentially offer its High Speed Internet Service throughout the State, including within the franchised service territory of Verizon. Verizon Avenue concentrates its marketing activities within multiple dwelling unit residential complexes such as apartment complexes and condominium developments, and within other concentrated residential areas such as military and tribal reservations.
2. Verizon Avenue intends to offer its telephone services by resale, obtaining such services from incumbent local exchange carriers under such agreements and tariffs as are appropriate. The Company will seek Interconnection Agreements with local exchange carriers, in order to obtain access where necessary to sub-loop UNEs to provide its High Speed Internet Service to end users. Within the franchised service area of Verizon within the State, Verizon Avenue will serve as a sales agent of Verizon for provision of regulated local telephone services. The Company will also serve as a sales agent in such Verizon territory for interLATA services and internet services provided by Verizon Long Distance and Verizon On Line respectively.
3. Depending upon the geographical location, Verizon Avenue is likely to compete with the local exchange carrier and with all authorized Competitive Local Exchange Carriers serving the area. Within the franchised Verizon territory in the State, the Company will provide competition for High Speed Internet Service providers in those areas of such territory where such service is not available due to Verizon Central Office distance constraints.
4. Verizon Avenue currently owns no equipment in the State of Idaho. The intent is to offer telephone services by resale. Broadband lines to serve the Company DSLAM locations will be obtained under contract, tariff or other arrangement with any of the providers of such service in the State. Sub-loop UNEs will be obtained under Interconnection Agreements approved by the Commission. The Company will own any DSLAM equipment installed in the State.

V. Financial Information

Detailed financial information for Verizon Avenue Corp. is attached to this application as the following Exhibits:

Balance Sheet and Income Statement - 2001	Exhibit 6
Balance Sheet and Income Statement - 2002	Exhibit 7
Balance Sheet and Income Statement - Jan – Jun 2003	Exhibit 9

VI. Illustrative Tariff

A proposed tariff, covering local and local toll telephone services, is attached to this application as Exhibit 9.

VII. Contact Information for the Applicant

1. Person(s) responsible for consumer inquiries and complaints from the public:

Verizon Avenue Corp.
Customer Support Department
12901 Worldgate Drive
Herndon, VA 20170
703-375-4400
www.verizonvoyager.com/customersupport/

2. Toll Free telephone number for customer inquiries and complaints:

1-866-892-8368

3. Person designated as contact for Commission Staff:

Richard P. Kolb
Vice President – Legal/Regulatory
Verizon Avenue Corp.
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045
847-582-8721 (Direct Phone)
847-582-8801 (FAX)
dick.kolb@verizon.com

VIII. Interconnection Agreements

Verizon Avenue Corp. requested the beginning of Interconnection Agreement negotiations with Verizon Communications related to the State of Idaho on August 6, 2003. The Company has not yet initiated such discussions with other carriers serving the State. Verizon Avenue understands that any such Interconnection Agreement reached with any carrier does not take effect until grant of this requested Certification by the Idaho Public Utilities Commission, and approval of any such Interconnection Agreement by the Commission.

IX. Compliance with Commission Rules

Verizon Avenue Corp. has reviewed the Idaho Public Utilities Commission rules and those rules codified under Title 62 of the Idaho Code. The Company recognizes that it is bound by those rules applying to Competitive Local Exchange Carriers doing business in the State, and agrees to comply with those rules. The Company does not, at this time, seek waiver of any of the rules applying to Competitive Local Exchange Carriers duly certificated by the authority of the Commission.

X. Escrow Account or Security Bond.

Verizon Avenue at this time does not intend to request advance deposits by its customers of regulated telephone services. The Company does understand, and acknowledges, that should it decide to obtain advance deposits from such customers, the Company must establish an escrow account or security bond in an amount sufficient to meet customer deposit refunds in the case of company default. Should the Company decide to obtain customer deposits, Verizon Avenue Corp. will so inform the Commission, will obtain the required bond, and will submit copies of such a bond or escrow account document to the Commission.

Respectfully Submitted:



Richard P. Kolb
Vice President – Legal/Regulatory
Verizon Avenue Corp.

August 13, 2003

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATION
AS A COMPETITIVE LOCAL EXCHANGE CARRIER**

VERIZON AVENUE CORP.

EXHIBIT 1

Articles of Incorporation of Verizon Avenue Corp.

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SPHERE MERGER CORP.", A DELAWARE CORPORATION,

WITH AND INTO "ONEPOINT COMMUNICATIONS CORP." UNDER THE NAME OF "VERIZON AVENUE CORP.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF DECEMBER, A.D. 2000, AT 4:15 O'CLOCK P.M.

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



2876573 3100M

001631386


Edward J. Freel, Secretary of State

AUTHENTICATION: 0859180

DATE: 12-15-00

**CERTIFICATE OF MERGER
MERGING
SPHERE MERGER CORP.
INTO
ONEPOINT COMMUNICATIONS CORP.**

ONEPOINT COMMUNICATIONS CORP., organized and existing under and by virtue of the General Corporation Law of Delaware, does hereby certify:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
OnePoint Communications Corp.	Delaware
Sphere Merger Corp.	Delaware

SECOND: That a Definitive Merger Agreement between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of Delaware.

THIRD: That the surviving corporation of the merger is OnePoint Communications Corp., which shall change its name to Verizon Avenue Corp.

FOURTH: That the Certificate of Incorporation of OnePoint Communications Corp., a Delaware corporation which will survive the merger, shall be amended so that following the merger, it will read as set forth on Exhibit A attached hereto.

FIFTH: That the executed Definitive Merger Agreement is on file at the principal place of business of the surviving corporation, the address of which is Two Conway Park, 150 Field Drive, Suite 300, Lake Forest, IL 60045.

SIXTH: That a copy of the Definitive Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:15 PM 12/15/2000
001631356 - 2976573

IN WITNESS WHEREOF, OnePoint Communications Corp. has caused this Certificate of Merger to be duly executed as of the 15th day of December, 2000.

ONEPOINT COMMUNICATIONS CORP.

By James A. Oberbeck
Name James A. Oberbeck
Title Chairman

**RESTATED CERTIFICATE OF INCORPORATION
OF
VERIZON AVENUE CORP.**

ARTICLE I

The name of the Corporation is Verizon Avenue Corp.

ARTICLE II

The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent in the State of Delaware at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The total number of shares of stock which the Corporation shall have authority to issue is 100 shares of Common Stock, with a par value of \$0.01 per share.

ARTICLE V

Election of directors need not be by ballot unless the By-Laws of the Corporation shall so provide.

ARTICLE VI

In furtherance and not in limitation of the power conferred upon the Board of Directors by law, the Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, the By-Laws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal By-Laws made by the Directors.

ARTICLE VII

Personal Liability of Directors.

1. To the fullest extent that the laws of the State of Delaware, as the same exist or may hereafter be amended, permit elimination of the personal liability of directors, no director of this Corporation shall be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

2. The provisions of this Article shall be deemed to be a contract with each director of this Corporation who serves as such at any time while this Article is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Article. Any amendment or repeal of this Article or adoption of any By-Law of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of this Corporation prior to such amendment, repeal, By-Law or other provision becoming effective.

ARTICLE VIII

Indemnification of, and Advancement of Expenses to, Directors, Officers and Others.

1. **Right to Indemnification.** Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses and liability (as those terms are defined below in this Paragraph) incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or other, or whether brought by or against such person or by or in the right of the Corporation or otherwise, in which such person may be involved, as a party or otherwise, by reason of such person being or having been a director or officer of the Corporation or a subsidiary of the Corporation or by reason of the fact that such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another corporation, partnership, joint venture, trust, employee benefit plan or other entity (such claim, action, suit or proceeding hereinafter being referred to as an "Action"); provided, however, that no such right to indemnification shall exist with respect to an Action brought by an indemnitee (as defined below) against the Corporation (an "Indemnitee Action") except as provided in the last sentence of this Paragraph. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or a subsidiary of the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors of the Corporation at any time designates any of such persons as entitled to the benefits of this Article. As used in this Article, "indemnitee" includes each director and officer of the Corporation and each other person designated by the Board of Directors of the Corporation as entitled to the benefits of this Article; "expenses" means all expenses actually and reasonably incurred, including fees and expenses of counsel selected by an indemnitee; and "liability" means all liability incurred, including the

amounts of any judgments, excise taxes, fines or penalties and any amounts paid in settlement. An indemnitee shall be entitled to be indemnified pursuant to this Article against expenses incurred in connection with an Indemnitee Action if (i) the Indemnitee Action is instituted under Paragraph 3 of this Article and the indemnitee is successful in whole or in part in such Indemnitee Action, (ii) the indemnitee is successful in whole or in part in another Indemnitee Action for which expenses are claimed or (iii) the indemnification for expenses is included in a settlement of, or is awarded by a court in, such other Indemnitee Action.

2. **Right to Advancement of Expenses.** Every indemnitee shall be entitled as of right to have the expenses of the indemnitee in defending any Action or in bringing and pursuing any Indemnitee Action under Paragraph 3 of this Article paid in advance by the Corporation prior to final disposition of the Action or Indemnitee Action, provided that the Corporation receives a written undertaking by or on behalf of the indemnitee to repay the amount advanced if it should ultimately be determined that the indemnitee is not entitled to be indemnified for the expenses.

3. **Right of Indemnitee to Bring Action.** If a written claim for indemnification under Paragraph 1 of this Article or for advancement of expenses under Paragraph 2 of this Article is not paid in full by the Corporation within 30 days after the claim has been received by the Corporation, the indemnitee may at any time thereafter bring an Indemnitee Action to recover the unpaid amount of the claim and, if successful in whole or in part, the indemnitee shall also be entitled to be paid the expense of bringing and pursuing such Indemnitee Action. The only defense to an Indemnitee Action to recover on a claim for indemnification under Paragraph 1 of this Article shall be that the conduct of the indemnitee was such that under Delaware law the Corporation is prohibited from indemnifying the indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel and stockholders) to have made a determination prior to the commencement of such Indemnitee Action that indemnification of the indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or stockholders) that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law, shall be a defense to such Indemnitee Action or create a presumption that the conduct of the indemnitee was such that indemnification is prohibited by Delaware law. The only defense to an Indemnitee Action to recover on a claim for advancement of expenses under Paragraph 2 of this Article shall be failure by the indemnitee to provide the undertaking required by Paragraph 2 of this Article.

4. **Funding and Insurance.** The Corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of all sums required to be paid by the Corporation to effect indemnification as provided in this Article. The Corporation may purchase and maintain insurance to protect itself and any indemnitee against any expenses or liability incurred by the indemnitee in connection with any Action, whether or not the Corporation would have the power to indemnify the indemnitee against the expenses or liability by law or under the provisions of this Article.

5. **Non-Exclusivity: Nature and Extent of Rights.** The rights to indemnification and advancement of expenses provided for in this Article shall (i) not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any indemnitee may be entitled under any agreement, provision in the Certificate of Incorporation or By-Laws of the Corporation, vote of stockholders or disinterested directors or otherwise, (ii) be deemed to create contractual rights in favor of each indemnitee who serves at any time while this Article is in effect (and each such indemnitee shall be deemed to be serving in reliance on the provisions of this Article), (iii) continue as to each indemnitee who has ceased to have the status pursuant to which the indemnitee was entitled or was designated as entitled to indemnification under this Article and inure to the benefit of the heirs and legal representatives of each indemnitee and (iv) be applicable to Actions commenced after this Article becomes effective, whether arising from acts or omissions occurring before or after this Article becomes effective. Any amendment or repeal of this Article or adoption of any By-Law of this Corporation or other provision of the Certificate of Incorporation of this Corporation which has the effect of limiting in any way the rights to indemnification or advancement of expenses provided for in this Article shall operate prospectively only and shall not affect any action taken, or any failure to act, by an indemnitee prior to such amendment, repeal, By-Law or other provision becoming effective.

6. **Partial Indemnity.** If an indemnitee is entitled under any provision of this Article to indemnification by the Corporation for some or a portion of the expenses or liability incurred by the indemnitee in the preparation, investigation, defense, appeal or settlement of any Action or Indemnitee Action but not, however, for the total amount thereof, the Corporation shall indemnify the indemnitee for the portion of such expenses or liability to which the indemnitee is entitled.

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATION
AS A COMPETITIVE LOCAL EXCHANGE CARRIER**

VERIZON AVENUE CORP.

EXHIBIT 2

Certificate of Authority of Verizon Avenue Corp.

State of Idaho

Office of the Secretary of State

**CERTIFICATE OF AUTHORITY
OF
VERIZON AVENUE CORP.**

File Number C 137783

I PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Business Corporation Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: February 22, 2001



Pete T. Cenarrusa
SECRETARY OF STATE

By *Monica Okelberry*

State of Idaho

Office of the Secretary of State

**CERTIFICATE OF EXISTENCE
OF
VERIZON AVENUE CORP.**

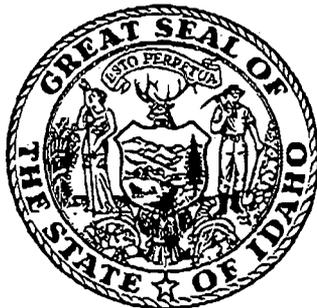
File Number C 137783

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the corporation records of this State.

I FURTHER CERTIFY That the record of this office show that the above-named corporation was incorporated under the laws of DELAWARE and filed for authorization to transact business in Idaho on 22 February 2001.

I FURTHER CERTIFY That the corporation is in goodstanding on the records of this office.

Dated: 12 August 2003



Ben Yursa
SECRETARY OF STATE

By *[Signature]*

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATION
AS A COMPETITIVE LOCAL EXCHANGE CARRIER**

VERIZON AVENUE CORP.

EXHIBIT 3

Statement of Good Standing of Verizon Avenue Corp.



Idaho Secretary of State Viewing Business Entity

[[New Search](#)] [[Back to Summary](#)]

[[Get a certificate of existence for VERIZON AVENUE CORP.](#)]

VERIZON AVENUE CORP.

TWO CONWAY PARK 150 FIELD DR STE 300
LAKE FOREST, IL 60045

Type of Business: CORPORATION, GENERAL BUSINESS

Status: GOODSTANDING, ANREPT SENT 04 Feb 2003

State of Origin: DELAWARE

Date of Origination/Authorization: 22 Feb 2001

Initial Registered Agent: CT CORPORATION SYSTEM
300 N 6TH ST
BOISE, ID 83702

**Organizational ID / Filing
Number:** C137783

**Number of Authorized Stock N/A
Shares:**

Date of Last Annual Report: 26 Feb 2003

Amendments:

Amendment 0 filed 22 Feb 2001 CERTIFICATE OF AUTHORITY

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Annual Reports:

Report for year 2001 ANNUAL REPORT

[View Document Online](#)
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Report for year 2003 ANNUAL REPORT

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[State of Idaho Home Page](#)

Comments, questions or suggestions can be emailed to: sosinfo@idsos.state.id.us

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATION
AS A COMPETITIVE LOCAL EXCHANGE CARRIER**

VERIZON AVENUE CORP.

EXHIBIT 4

OFFICERS AND DIRECTORS OF VERIZON AVENUE CORP.

Verizon Avenue Corp. Officers:

William F. Wallace	Chief Executive Officer
Andrea L. Custis	President / COO
Robert C. Wheatley II	Chief Financial Officer
J. Daniel Mason	Secretary
Randal S. Milch	Assistant Secretary
Kim Chazin	Controller
David White	Chief Information Officer
Janet M. Garrity	Treasurer
William F. Heitman	Assistant Treasurer
Neil D. Olson	Assistant Treasurer
Charles A. Burkhardt	Vice President – Taxes
Jana L. Crain	Vice President – Taxes
James A. Gaither	Vice President – Taxes

Verizon Avenue Corp. Directors:

Bruce S. Gordon
Randal S. Milch
Douglas R. Wilder

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATION
AS A COMPETITIVE LOCAL EXCHANGE CARRIER**

VERIZON AVENUE CORP.

EXHIBIT 5

NAMES AND ADDRESSES OF SUBSIDIARIES OF APPLICANT

Verizon Avenue Corp.

OnePoint Communications – Colorado, L.L.C.

OnePoint Communications – Illinois, L.L.C.

OnePoint Communications – Georgia, L.L.C.

VIC-RMTS-DC, L.L.C.

OnePoint Communications Holdings, L.L.C.

Mid-Atlantic RMTS Holdings, L.L.C.

The mailing address for Verizon Avenue Corp., and for each of its subsidiaries:

Two Conway Park
150 Field Drive
Suite 300
Lake Forest, IL 60045

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATION
AS A COMPETITIVE LOCAL EXCHANGE CARRIER**

VERIZON AVENUE CORP.

EXHIBIT 6

Balance Sheet and Income Statement – 2001

Verizon Avenue Corp.

Verizon Avenue
Consolidating Income Statement
For the Twelve Months Ending December 31, 2001

Verizon Avenue
Consolidating Balance Sheet
For the Twelve Months Ending December 31, 2001

	VZA Consolidated
REVENUES	
Local	\$17,132,838.79
LD	\$15,865,614.02
Video	\$140,954.06
Internet	\$848,192.95
Affiliate Revenue	\$9,648,160.00

Total Net Revenues	\$43,635,759.82
 RESELLING COSTS	
Long Distance	\$9,929,489.05
Local	\$14,673,947.43
Cable	\$56,307.53
Network Connectivity	\$3,248,010.26
Internet Reselling Costs	\$60,151.75
Data Installs	\$1,613,924.77
Agent Commissions	\$460,688.99
Revenue Sharing	\$251,105.20
Developer Payments	\$12,433,572.21

Total Reselling Expense	\$42,727,197.19

Gross Margin	\$908,562.63
 General & Administrative Expenses	
Salaries & Wages	\$49,873,820.06
Payroll Taxes & Emp Benefits	\$8,169,557.87
Temporary Employees	\$2,236,553.64
Other Employee Costs	\$2,886,572.78
Travel & Entertainment	\$2,796,353.75
Office Rel & Office Supplies	\$1,237,846.14
Insurance	\$503,577.24
Telephone, Cellular, Pager	\$1,835,013.35
Field Operations	\$716,433.96
Bldg & Equip Rent Exp	\$7,998,452.18
Professional & Consulting	\$1,427,417.01
Legal	\$324,466.26
Marketing & Promotions	\$4,622,513.47
Systems - Recurring	\$7,121,675.95
Systems - Devlpmt	\$2,026,936.84
Other Expenses	(\$12,631,082.48)
Bad Debt	\$6,586,450.20
Affiliate Charges	\$0.00

Total SG&A	\$87,732,558.22

EBITDA	(\$86,823,995.59)
 Interest Expense	\$23,568,645.85
Interest Income	\$421,999.74
Depreciation Expense	\$7,225,496.13
Amortization Expense	\$13,448,060.00
Gains & Losses	(\$2,563,409.64)
Income Taxes	(\$41,915,841.61)

NET INCOME	(\$91,291,765.86)
	=====

	VZA Consolidated
ASSETS	
Cash	\$1,236,323
Short-term Marketable Securities	\$7,584,023

Cash and Cash-like Instruments	\$8,820,346
 Affiliate Receivable	\$3,074,137
Other Receivable	\$5,865,891
Trade Receivable	\$1,959,416
Allowance for Uncollectible Accounts	(\$1,676,255)

Accounts Receivable - Net	\$9,223,189
 Prepaid Expenses	\$8,019,323
Inventory	\$57,085
Current Deferred Federal Tax Benefit	\$20,008,938
Total Current Assets	\$46,128,881
 Property, Plant & Equipment	\$95,383,404
Accumulated Depreciation	(\$11,367,401)

Net Property, Plant & Equipment	\$84,016,003
 Investment in Affiliated Subs	\$0
 Intangible Assets	\$276,981,817
Accumulated Amortization	(\$14,361,650)
 Other Assets	\$8,556,329
Deposits	\$406,545
Deferred Tax Asset	\$53,447,649

Total Assets	\$455,175,574
	=====
Liabilities & Stockholder's Equity	
 Affiliate Payable	\$1,399,498
Accounts Payable	\$12,007,125
Debt - Current	\$1,145,860
Accrued Liabilities	\$33,347,304
Other Current Liabilities	\$2,477,940

Total Current Liabilities	\$50,377,727
 Long Term Debt	\$462,463,701
 Other Deferred Obligations	\$1,404,847
Common Stock	\$0
Preferred Stock	\$0
Additional Paid-In-Capital	\$37,500,025
Retained Earnings	(\$5,278,837)
Net Profit/(Loss)	(\$91,291,766)
Comprehensive Income - Unrealized Gain/Loss	(\$123)

Total Liabilities & Stockholder's Equity	\$455,175,574
	=====

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATION
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VERIZON AVENUE CORP.

EXHIBIT 7

Balance Sheet and Income Statement – 2002

Verizon Avenue Corp.

**Verizon Avenue
Income Statement
For the Twelve Months Ending December 31, 2002**

**Verizon Avenue
Balance Sheet
For the Twelve Months Ending December 31, 2002**

	<u>VZA</u> <u>Consolidated</u>
REVENUES	
Local	\$9,761,898.74
LD	\$2,691,760.56
Video	
Internet	\$5,337,290.13
Verizon One Affiliate Revenue	\$21,675,180.00

Total Net Revenues	\$39,466,129.43
 RESELLING COSTS	
Local	\$7,946,759.99
LD	\$437,922.14
Cable	\$3,097.47
Network Connectivity	\$6,203,632.29
Internet Reselling Costs	\$4,442.00
Verizon One Data Installs	\$4,236,604.16
Agent Commissions	\$593,155.83
Revenue Sharing	\$219,035.90
Developer Payments	\$18,346,751.40

Total Reselling Expense	\$37,991,401.18

Gross Margin	\$1,474,728.25
 General & Administrative Expenses	
Salaries & Wages	\$51,303,948.85
Payroll Taxes & Emp Benefits	\$9,148,848.54
Temporary Employees	\$2,076,693.71
Other Employee Costs	\$1,879,955.05
Travel & Entertainment	\$2,881,934.09
Office Rel & Office Supplies	\$1,366,234.82
Insurance	\$664,706.68
Telephone, Cellular, Pager	\$1,782,026.92
Field Operations	\$883,148.15
Bldg & Equip Rent Exp	\$13,112,988.73
Professional & Consulting	\$1,237,476.41
Legal	\$93,408.74
Marketing & Promotions	\$6,076,743.17
Systems - Recurring	\$4,195,393.87
Systems - Devlpmt	\$1,137,153.39
Other Expenses	\$20,069,790.94
Bad Debt	\$959,774.67
Affiliate Charges	\$0.00

Total SG&A	\$118,870,226.73

EBITDA	(\$117,395,498.48)
 Interest Expense	\$31,728,632.47
Interest Income	\$76,884.86
Depreciation Expense	\$10,486,182.34
Income Taxes	(\$55,969,884.57)

NET INCOME	(\$103,563,543.86)
	=====
Total Operating Expenses	\$167,347,810.25

	<u>VZA</u> <u>Consolidated</u>
ASSETS	
Cash	(\$2,248,352)
Short-term Marketable Securities	\$3

Cash and Cash-like Instruments	(\$2,248,349)
 Affiliate Receivable	\$1,179,420
Other Receivables	\$832,985
Trade Receivables	\$1,421,599
Allowance for Uncollectible Accounts	(\$568,477)

Accounts Receivable - Net	\$2,865,527
 Prepaid Expenses	\$4,861,046
Total Current Assets	\$5,478,224
 Property, Plant & Equipment	\$103,588,494
Accumulated Depreciation	(\$16,994,944)

Net Property, Plant & Equipment	\$86,593,550
 Investment in Affiliated Subs	(\$1,895,371)
 Intangible Assets	\$276,981,816
Accumulated Amortization	(\$14,362,639)

Other Assets	\$10,359,697
Deposits	\$389,894

Total Assets	\$363,545,171
	=====
Liabilities & Stockholder's Equity	
 Affiliate Payable	\$4,533,001
Accounts Payable	\$2,034,756
Taxes Payable	(\$5,858,785)
Debt - Current	\$30,867
Accrued Liabilities	\$28,007,190
Other Current Liabilities	\$523,160

Total Current Liabilities	\$29,270,189
 Long Term Debt	\$564,458,507
 Other Deferred Obligations	(\$37,549,809)
 Additional Paid-In Capital	\$7,500,000
Retained Earnings	(\$96,570,049)
Net Profit/(Loss)	(\$103,563,544)
Comprehensive Income - Unrealized Gain/Loss	(\$123)

Total Liabilities & Stockholder's Equity	\$363,545,171
	=====

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATION
AS A COMPETITIVE LOCAL EXCHANGE CARRIER**

VERIZON AVENUE CORP.

EXHIBIT 8

Balance Sheet and Income Statement

January – June 2003

Verizon Avenue Corp.

Verizon Avenue Corp
Income Statement
For the Six Months Ending June 30, 2003

Verizon Avenue Corp
Balance Sheet
For the Six Months Ending June 30, 2003

	June 2003
	<u>YTD</u>
REVENUES	
Local	\$2,684,268.48
LD	823,911.07
Internet	3,888,604.26
Verizon One	
Affiliate Revenue	7,971,958.00

Total Net Revenues	15,368,741.81
RESELLING COSTS	
Local	2,412,644.65
LD	368,198.20
Network Connectivity	3,851,252.80
Verizon One	17,994.01
Data Installs	1,764,928.66
Agent Commissions	382,841.95
Revenue Sharing	43,174.95
Developer Payments	6,122,181.22

Total Reselling Expense	14,963,216.44

Gross Margin	405,525.37
General & Administrative Expenses	
Salaries & Wages	28,338,413.60
Payroll Taxes & Emp Benefits	5,133,777.77
Temporary Employees	319,857.39
Other Employee Costs	596,931.56
Travel & Entertainment	1,456,462.12
Office Rel & Office Supplies	453,916.08
Insurance	369,629.18
Telephone, Cellular, Pager	798,277.07
Field Operations	377,205.50
Bldg & Equip Rent Exp	3,854,482.03
Professional & Consulting	426,257.28
Legal	24,230.05
Marketing & Promotions	723,839.72
Systems - Recurring	3,216,105.76
Systems - Devlpmt	364,391.11
Other Expenses	1,048,380.44
Bad Debt	562,758.42
Affiliate Charges	0.00

Total SG&A	48,064,915.08

EBITDA	(47,659,389.71)
Interest Expense	16,122,028.65
Interest Income	2,527.75
Depreciation Expense	5,920,708.12
Income Taxes	#REF!

NET INCOME	#REF!
	=====
Total Operating Expenses	68,948,839.64

	June 2003
	<u>YTD</u>
ASSETS	
Cash	\$1,151,085
Short-term Marketable Securities	

Cash and Cash-like Instruments	1,151,085
Affiliate Receivable	(2,892,602)
Other Receivables	(50,169)
Trade Receivables	(214,528)
Allowance for Uncollectible Accounts	(131,607)

Accounts Receivable - Net	(3,288,906)
Prepaid Expenses	(6,113,929)
Current Deferred Federal Tax Benefit	(15,053,335)
Total Current Assets	(23,305,085)
Property, Plant & Equipment	496,769
Accumulated Depreciation	(1,032,700)

Net Property, Plant & Equipment	(535,931)
Investment in Affiliated Subs	
Intangible Assets	
Accumulated Amortization	
Other Assets	(76,988)
Deposits	

Total Assets	(23,918,004)
	=====
Liabilities & Stockholder's Equity	
Affiliate Payable	(844,184)
Accounts Payable	441,484
Taxes Payable	(5,661,780)
Debt - Current	798
Accrued Liabilities	(717,616)
Other Current Liabilities	(3,445)

Total Current Liabilities	(6,784,743)
Long Term Debt	(6,633,451)
Other Deferred Obligations	14,925
Additional Paid-In Capital	
Retained Earnings	
Net Profit/(Loss)	(10,514,734)
Comprehensive Income - Unrealized Gain/Loss	

Total Liabilities & Stockholder's Equity	(23,918,003)
	=====

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATION
AS A COMPETITIVE LOCAL EXCHANGE CARRIER**

VERIZON AVENUE CORP.

EXHIBIT 9

Illustrative Tariff

Verizon Avenue Corp.

VERIZON AVENUE CORP.

SCHEDULE OF

GENERAL REGULATIONS FOR EXCHANGE SERVICES

APPLYING TO THE COMPETITIVE

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

OF THIS COMPANY

WITHIN THE STATE OF IDAHO

Issued: August 15, 2003

Effective:

Andrea L. Custis, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, Illinois 60045

CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

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SYMBOLS

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

- C - Changed listing, rule, or condition, which may affect rates or charges
- D - Discontinued material, including a listing, rate, rule or condition
- I - Increase
- M - Material has been relocated to another part of price list schedules with no change in text, rate, rule or condition
- N - New material including listing, rate, rule or condition
- R - Reduction
- S - Reissued matter
- T - Change in wording of text, but not a change in rate, rule or condition

Issued: August 15, 2003

Effective:

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.

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

- 2.1
- 2.1.1
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D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

Issued: August 15, 2003

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Account Code: An Account code is a numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of service user so it may rate and bill the call. All Account codes shall be the sole property of the company and no Customer shall have any property or other right or interest in the use of any particular Account code.

Applicant: Applicant is any entity or individual who applies for service under this Tariff.

Blocking: Blocking is a temporary condition that may be initiated by the Company so that the Customer cannot complete a telephone call.

Business Customer: A Business Customer is a Customer whose use of Service is for a business, professional, institutional, or occupational purpose.

Class of Service: The type of calling associated with exchange service, such as measured or message rate or business or residential service.

CLEC: CLEC stands for Competitive Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the LEC.

Company: Company refers to Verizon Avenue Corp. d/b/a Verizon Avenue.

Commission: Commission refers to the Washington Utilities and Transportation Commission.

Credit Card: Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

Custom Calling Features: Custom Calling Services are optional features available for use in conjunction with a Customer's local exchange service.

Issued: August 15, 2003

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Customer: The Customer is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

DUC: DUC stands for Designated Underlying Carrier.

Directory Services: Directory Services are provided to help customers determine telephone numbers and to be reached by other customers.

End User: End User is the person or legal entity that uses the service provided by the Company.

Enhanced Services: Enhanced Services are optional services and features available for use in conjunction with a Customer's local exchange service.

Equal Access: Equal Access is the ability to access all long distance carriers by dialing 1 and not a string of long dialing codes. Equal Access provides the Company the ability to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange: A geographical area established for the administration of communication services and consists of one or more central offices together with associated facilities used in providing exchange services.

Exchange Area: An exchange area is the entire area within which are located the stations that a customer may call at the rates and charges specified in the Local Exchange Services.

Exchange Services: Exchange services are lines and services that give Customers access to the telecommunications network.

Facilities: Facilities means any central office equipment, supplemental equipment, apparatus, wiring, cables, and other materials and mechanisms necessary to or furnished in connection with telephone service.

F.C.C.: F.C.C. stands for Federal Communications Commission.

Feature Group D: Feature Group D is a class of service associated with Equal Access arrangements.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

InterLATA: An InterLATA call is any call that originates in one LATA and terminates in a different LATA.

IntraLATA: An IntraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA stands for Local Access Transport Area that is a geographic boundary established by the Modification of Final Judgement.

LEC: LEC stands for Local Exchange Carrier, which shall mean USWest Communications.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), affd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

Non-Recurring Charges: The one time charges for services or order processing including, but not limited to installation, special fees at time of ordering service.

Operator Services: Operator services are operator provided services that help Customers to complete calls.

Issued: August 15, 2003

Effective:

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Person-to-Person: A Person-to-Person call is any call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Person-to-Person calls are provided by an operator.

PIC: PIC stands for Primary Interexchange Carrier and is identified by a code number which is assigned by the LEC to the telephone numbers of all the Customers presubscribed to that carrier to ensure the calls are routed over the correct network. When a subscriber switches long distance carriers, it often is referred to as a PIC change.

POP: POP is an acronym for Point-of-Presence and is the central office of where the LEC hands off the traffic of the Company's Customers or where the Customer's access facility interconnects with the long distance network.

Promotions: Promotions are offerings of service that may include waivers or reductions in rates, that may be limited in term, dates, times and locations.

Presubscription: Presubscription is an arrangement whereby a Customer may select and designate an exchange carrier that it wishes to use for toll calling.

Residential Customer: A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non-professional purpose.

Restriction Services: Restriction services allow Customers to customize the outbound calling capabilities of their lines.

Service Charges: Service charges are charges for services performed by the Company with respect to establishment and altering of Customer's lines and associated services and features.

Issued: August 15, 2003

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Special Charges: Special charges are administrative fees associated with payment.

State: State refers to the State of Washington.

Station-to-Station: For the purposes of this Tariff, Station-to-Station is any operator handled call that is not a Person-to-Person call.

Terminate: Terminate means to permanently disconnect service.

Underlying Carrier: Underlying Carrier refers to any carrier that provides local exchange services resold by the Company pursuant to this Tariff.

V&H: V&H stands for Vertical and Horizontal.

IDAHO PUC: Refers to the Idaho Public Utilities Commission.

Issued: August 15, 2003

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

This Tariff contains the description, regulations, and rates applicable to all intrastate telecommunications services offered by Verizon Avenue Corp. with principal offices at Two Conway Park, 150 Field Drive, Suite 300, Lake Forest, Illinois 60045 and 12901 Worldgate Drive, Herndon, Virginia 20170. Service is furnished for communications originating and terminating at points within the State of Idaho under terms of this Tariff. The Company operates as both a reseller and a facilities-based provider. Where the Company operates as a reseller it resells the services of LECs and DUCs. The coverage area is the entire State. The Company's Tariffs are on file at the Idaho Public Utilities Commission and may be viewed at the Company's offices.

Issued: August 15, 2003

Effective:

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service

2.2.1 Availability of Facilities

Service is offered subject to the availability of facilities, equipment, or systems, including those to be provided by the DUC(s), Company, CLEC(s) or LEC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to limit service to or from any location where the necessary facilities, equipment, systems, and/or switch software are available or where the Company is unable to fulfill the order. When the Company is unable to supply telephone service as requested by an applicant, it shall make available information pertaining to the application and reasons for denial.

2.2.2 Limited Communication

Shortage of facilities provided by the Company, a LEC or a DUC caused by emergency conditions may result in limitation on the length of communication. Company recognizes that underlying carriers may impose such limitation on service and reserves such right on their behalf.

2.2.3 Third Number Calls

A third number call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third number call when the Company cannot confirm acceptance of charges at the third number or based on characteristics of the originating location.

Issued: August 15, 2003

Effective:

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SECTION 2 - RULES AND REGULATIONS**2.2 Limitations on Service (continued)****2.2.4 Discontinuance of Service with Notice**

The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, when the Customer or End User is using service in violation of the law or in violation of the provisions of this Tariff.

The Company may discontinue or suspend service, with notice, under the following conditions:

- (A) Abandonment of the service.
- (B) Failure of the customer to provide the Company with reasonable access to its equipment and property.
- (C) Failure of the Customer to meet the Company's credit requirements or make suitable deposit as required by this Tariff.
- (D) Non-payment of any sum due for exchange, long distance or other services.
- (E) Use of service in such a way as to impair or interfere with the service of other customers.
- (F) Abuse or fraudulent use of equipment or service including but not limited to (i) the use of equipment or service to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service; or (ii) the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
- (G) Customer violation or non-compliance with any order, rule or regulation of the Commission or any provision of the Company's Tariff or contract for service between the Company and the customer.

Issued: August 15, 2003

Effective:

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.5 Discontinuance of Service Without Notice

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Company may deny service without notice for the following reasons:

- (A) Conditions on the Customer's premises determined to be hazardous.
- (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers.
- (C) Tampering with any facilities or equipment of the Company or the LEC or evidence of fraud.
- (D) Unauthorized use of service by any method which causes hazardous signals over the network of the Company, CLEC(s), LEC or DUC(s).
- (E) Illegal use of service or equipment including, but not limited to:
 - 1. use of the service with intent to frighten, abuse, torment or harass another;
 - 2. use of foul or profane language;
 - 3. impersonation of another person with fraudulent intent in application for or use of service;
 - 4. use of illegal equipment, services, or devices to place calls.

Issued: August 15, 2003

Effective:

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.6 Discontinuance Procedures

1. No basic residential service shall be discontinued for local service charges until all the requirements are met.
2. No residential service can be discontinued for local service charges unless the Company has given the affected customer a written notice of the proposed discontinuance at least fifteen (15) days and a second written notice at least five (5) days before the proposed date of disconnection. The notice must include:
 - a. The name of the person whose service is to be terminated and the telephone number where service is being rendered;
 - b. The rule or regulation violated and explanation thereof or the amount of the bill which the customer failed to pay;
 - c. The date on or after which service may be terminated.
 - d. The final payment date of the amount due;
 - e. A telephone number which the customer may call for information about the proposed discontinuance and any deferred billing procedure which the Company may offer (if applicable); and
 - f. The procedure for medical emergency waivers.

Issued: August 15, 2003

Effective:

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.7 Recording of Conversations

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.

2.2.8 Failure to Provide Notice or Insist Upon Compliance

The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, or the Company's grant of a waiver of any term or conditions herein, or the Company's grant to the Customer of an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

Issued: August 15, 2003

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2.3 Limitation of Liability

The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

The Company's liability is limited as expressly assumed in this Sections 2.3 of the Tariff.

2.3.1 Fit for Purpose

With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

2.3.2 Contractors and Agents

No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.3 Company's Officers

Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special or punitive damages or lost profits.

Issued: August 15, 2003

Effective:

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2.3 Limitation of Liability (continued)

2.3.4 Limitations

The Company will not be liable for, and shall be fully indemnified and held harmless by the Customer against:

(A) Any claim, loss, expense or damage for any interruption, delay, error, omission or defect in service, facility or transmission provided under this Tariff, if caused by the CLEC(s), LEC or DUC(s) or any other third party providing a portion of the service, or by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, and no event absent a determination of willful misconduct through a judicial or administrative proceeding.

(B) 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.

Issued: August 15, 2003

Effective:

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2.3 Limitation of Liability (continued)

2.3.4 Limitations (continued)

(C) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of inbound service, this also applies to third parties who dial the Customer's inbound toll free numbers (e.g. 800/888/877) by mistake.

(D) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

(E) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

Issued: August 15, 2003

Effective:

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.5 Liability for Damages

The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers; negligent or defective services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial contract period charge to the Customer for services according to this Tariff during which such mistake, omission, interruption, delay, error or defect occurred.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.6 Liability for Message Content

The Company does not undertake to transmit messages but furnishes the use of its services to its Customers for telecommunications. The Company is not liable for the content of Customer messages.

2.3.7 Directory Errors and Omissions

In the event of an error in the number published in the directory, the extent of the Company's liability shall be limited to the amount of actual impairment to the customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to the local exchange service affected during the period covered by the directory in which the error or omission occurs.

In cases of charged Directory Listings the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listing in listings involved during the period covered by the directory in which the error or omission occurs.

Issued: August 15, 2003

Effective:

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SECTION 2 - RULES AND REGULATIONS**2.3 Limitation of Liability (continued)****2.3.8 With Respect to Emergency Number 911 Service**

The Company will take appropriate measures at all times to provision Emergency Number 911 Service. The Company relies on the LEC and its interfaces with Emergency Organizations to provide Emergency 911 service. As such, the Company assumes no liability of any kind for any claims, damages or suits for any personal injury, death, loss, or damage caused by mistakes, omissions, interruptions, delays, errors or defects in the provision of service for portions of this service provided by the LEC, DUC, CLEC(s) or other third parties (including Emergency organizations) on behalf of the Company.

Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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Effective:

SECTION 2 - RULES AND REGULATIONS**2.3 Limitation of Liability (continued)****2.3.9 With Respect to Non-Published and Non-Listed Telephone Numbers**

In conjunction with a non-published and non-listed telephone number, as described in Section 4 the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged through other sources including Caller ID display units and the Return Call custom calling feature.

When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.3.10 With Respect to Busy Line Verification and Interruption

In conjunction with the Busy Line Verification and Interrupt Service as described in Section 4, the Company shall not be liable for any claim that may arise from either party to the interrupted call or any person.

2.3.11 Defacement of Premises

The Company or its agents or employees is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company or the LEC on such premises or by the installation or removal thereof, when the defacement or damage is not the result of negligence of the Company.

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2.4 Use of Service

2.4.1 Service Availability

The Company's services are available for use twenty-four hours per day, seven days per week.

2.4.2 Allowable Uses

The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The use of service shall be restricted to the Customer, the Customer's employees and representatives in the case of business service, or the Customer, the Customer's family and persons residing in the Customer's household in the case of residential service except as otherwise specified in this Tariff. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company, CLEC(s), DUC(s), LEC or others as given in Sections 2.2.4 and 2.2.5 and will be liable for reimbursing the Company or LEC, CLEC or DUC for damages to any facilities or equipment caused by such negligence or willful acts.

Service furnished under this Tariff is intended only for communications in which the Customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by the Customer for such use or in the collection, transmission or delivery of any communication for others, except as otherwise stated in this Tariff.

Issued: August 15, 2003

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Effective:

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 Indemnification of Company by Customer

The Customer will indemnify, defend, and hold the Company harmless from and against all claims and liabilities against the Company:

- (A) where the Company has stated a limitation of liability in Section 2.3 of this Tariff.
- (B) resulting from Customer (or its employee's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or rates, unauthorized or illegal acts, or violations of right to privacy by the Customer, its employees, agents, or independent contractor.
- (C) for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, whatever shall be the cause and whether negligent or otherwise.
- (D) for any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- (E) for any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by third parties directly or indirectly authorized by Customer to use the service.

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2.5 Obligations of the Customer (continued)

2.5.2 Payment Obligations

The intent of the Company is to observe all regulations concerning customers payment obligations. The Customer is responsible for payment for all applicable charges pursuant to this Tariff originated at the Customer's number(s), accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

The termination or disconnection of service(s) by the Company does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

The Customer will be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.13 of this Tariff for the Customer's obligations concerning taxes.

Customers subscribing to local exchange services pursuant to the provisions of this Tariff are responsible for payment for the F.C.C. authorized interstate Subscriber Line Charge (also called End User Common Line Charge).

Issued: August 15, 2003

Effective:

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.1 Application for Service

To obtain service, the Company shall require the Customer to provide the Company with a signed letter of agency or third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company.

Company reserves the right to refuse service to applicants per Sections 2.2.4 and 2.2.5 of this Tariff including those who are known to have been previously terminated by Company or by LEC or other CLECs or cannot establish credit satisfactory to the Company as given in Section 2.6.2 of this tariff.

Issued: August 15, 2003

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Effective:

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2.6 Obtaining Service (continued)

2.6.2 Establishment of Credit

(A) Applicant

It is the intent of the Company to observe all regulations concerning establishment of credit and deposits. The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or verbal third party verified authorization the Company, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

Under certain conditions an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer under these circumstances.

Issued: August 15, 2003

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Effective:

SECTION 2 - RULES AND REGULATIONS**2.6 Obtaining Service (continued)****2.6.3 Customer Deposits**

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.6.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if re-establishment of credit is not satisfactory subject to Section 2.6.2 of this tariff.

The amount of customer deposit required for the establishment of new service shall not exceed 2 times Customer's monthly bill. The amount of deposit required to restore service suspended for non-payment shall not exceed the amount of charges for service which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Company, the Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months.

When service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the customer. No deposit shall be held beyond a one-year period during which the customer has established satisfactory credit. Interest on deposits will be paid each year at a rate which is established by the Commission. The interest rate on deposits shall conform to the Idaho Public Utilities Commission requirements.

Issued: August 15, 2003

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service (continued)

2.6.3 Customer Deposits (continued)

The fact that a deposit is held by the Company shall in no way relieve the applicant or customer from compliance with the Company's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

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Effective:

SECTION 2 - RULES AND REGULATIONS**2.6 Obtaining Service (continued)****2.6.4 Initial Contract Periods and Termination of Service****(A) Initial Contract Periods**

Except as provided herein, the Initial Contract Period is one month. Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, with written notification to the Company within a reasonable period in advance of the date of cancellation. Unless otherwise specified herein, for purposes of computing this tariff, every month is considered to have thirty (30) days. Initial Contract Periods begin on and include the day following the establishment of service.

(B) Cancellation of Service

When an application or request for service, including additions and changes is cancelled or changed in whole or in part before service is established, the customer may be required to reimburse the Company for all costs incurred in connection with that part of the application or request which is cancelled or changed, except as otherwise stated in this Tariff. The charge to the Customer shall not exceed the charges which would have applied to normal establishment of the original order and subsequent cancellation thereof.

Service may be cancelled prior to expiration of the Initial Contract Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges due for the service period.

Service may be cancelled subsequent to the expiration of the Initial Contact Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges up to and including the date of cancellation.

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SECTION 2 - RULES AND REGULATIONS**2.6 Obtaining Service (continued)****2.6.5 Provision and Ownership of Equipment and Facilities**

Company may use equipment and facilities for provision of services that are furnished in whole or in part by the Company, a LEC, A CLEC or a DUC. Such equipment and facilities located on the premise of a Customer remain the property of those providers, whose employees or agents acting on behalf of the Company may enter said premises at any reasonable hour to install, repair and inspect equipment and facilities up to and including the Network Interface. In cases where the equipment and facilities beyond the Network Interface remain the property of the Building Owner or other entity, Agents and employees of the Company may enter the premises of the at any reasonably hour to install, repair and inspect facilities and equipment beyond the Network Interface up to and including the inside wiring and the jack(s).

Equipment and facilities utilized by the Company for the provision of services, termination of service shall be returned to their owner in good condition, reasonable wear and tear thereof expected. In the case of damage, loss or destruction of any aforementioned equipment and facilities, due to the negligence or willful act of the Customer or other Authorized Users, the Customer shall be required to pay the expense incurred by the Company in connection with replacement of the property damaged, lost, stolen or destroyed, or the expense incurred in restoring it to its original condition.

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2.6 Obtaining Service (continued)

2.6.6 Installation, Maintenance and Repair

All installation, service and repair expense is borne by the Company except as otherwise specified in this tariff. The Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Company or permit others to do so, except upon the written consent of the Company or as specified in this tariff.

2.6.7 Non-Routine Establishment of Services

At the Customer's request, establishment of services may be performed outside the Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. The Customer may be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs incurred by the Company as a result of the Customer's special requests.

2.6.8 Provision and Ownership of Directories

Directories are furnished by or on behalf of the Company to Customers as an aid to the use of services. The Company will furnish to its Customers without charge such directories as it deems necessary for efficient use of the services.

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2.7 Advance and Assurance of Payments

Customers and applicants may be required to pay for service charges, installation and non-recurring charges of one month's fixed charge in advance of installation of their service. The amount of any advance payment is credited to the Customer's account and applied to indebtedness for the services ordered once provisioned. Customers may also be required to provide a guarantee of payment in the form of credit card imprint or other such guarantee of payment for future services.

Issued: August 15, 2003

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Effective:

SECTION 2 - RULES AND REGULATIONS**2.8 Rendering Bill****2.8.1 General**

The Company uses cycle billing. The billing period is one month. Billing will include a statement of payment due date, the date after which interest charges will accrue, the interest rate for late payments and the interstate Subscriber Line Charge authorized by the F.C.C. The Company uses direct billing by Company or authorized billing agent. Where billing systems allow, Credit Card billing and automatic withdrawal from Customer's checking or savings accounts are available.

2.8.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than sixty (60) days following the close of billing. Call detail is included with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check, which should be made payable as named on the bill and are sent to the address as listed on the bill. If the bill is not paid within fifteen (15) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge of 1.5% per month applies to any past due balance. In instances where a check is returned by the bank and not accepted as payment, the Company may impose a returned check charge of \$30.

Issued: August 15, 2003

Effective:

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2.8 Rendering Bill (continued)

2.8.3 Credit Card Billing

With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

2.8.4 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

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Effective:

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2.9 Dispute Procedures

It is the intent of the Company to observe all regulations concerning customer disputes. Inquiries and disputes, including billing disputes, will be handled as follows:

- (A) The Customer shall pose the inquiry or dispute directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department as per Section 2.10 of this Tariff. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending
- (B) The Company will investigate a Customer inquiry or dispute and report the findings to the Customer.
- (C) If the Company finds it's actions to be consistent with this Tariff, the Company will inform the Customer of it's no fault finding and require full payment of any outstanding balance due.
- (D) If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Idaho Public Utilities Commission, 472 West Washington, Boise, ID 83702.

Issued: August 15, 2003

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2.10 Customer Service

The Company maintains a Customer Service Department exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free numbers are provided with the Customer's call detail. Customers may contact the Company's Customer Service Department in writing or by calling a toll free number.

The Customer Service Department is located at 12901 Worldgate Drive, Herndon, Virginia 20170. The toll free number is (866) 892-8368. Excluding holidays, Customer Service Representatives are available 8:00 AM to 8:00 PM eastern time Monday through Friday and an answering service on Saturday and Sunday. After hours and on holidays, Customers are automatically forwarded to an answering service for messaging.

Customer Service support for repair services is available twenty four (24) hours per day, 365 days per year at (866) 892-8368. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

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Effective:

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2.11 Credits

2.11.1 Allowances for Interruptions

The Company will take appropriate measures to assure minimal service interruptions. If service is interrupted, appropriate action will be taken to the extent possible to restore service within twenty four (24) hours following notification by the Customer.

Interruptions of more than twenty four (24) consecutive hours, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer will be credited to the Customer's account upon the Customer's request at the proportionate monthly charge involved for each twenty four hours or fraction thereof of interruption.

2.11.2 Credit for an Incomplete Call

An incomplete call is a call where two-way communication was not possible between the called station and the calling station. When a Customer notifies the Company that the Customer has been inadvertently billed for an incomplete call, the Company will issue credit for the amount of the charge for that call.

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Effective:

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2.12 Rates and Charges Computation

Usage charges are based on usage used or billed as timed and recorded by the Company or the DUC. Chargeable time for the Customer begins when the called party answers and ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator. For all services, fractions of a billing increment are rounded up to the next higher increment. Calls are measured in sixty (60) second increments. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

2.12.1 Rate Periods – General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown in 2.12.2 below apply.

2.12.2 Day, Evening, and Night Rate Periods

Times Applicable			
Rate Period	From	To	Days Applicable
Day	8:00:00 AM	4:59:59 PM	Monday – Friday
Evening/Night	5:00:00 PM	7:59:59 AM	Monday – Sunday
	8:00:00 AM	4:59:59 PM	Saturday, Sunday

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SECTION 2 - RULES AND REGULATIONS

2.13 Taxes and Surcharges

2.13.1 Federal, State and Local Taxes and Surcharges

(A) In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the excise tax to fund telecommunications devices for the deaf, the excise tax to fund emergency telecommunication service, the surcharge to fund the Universal Service Fund, the annual assessment to fund the Commission, and the Federal access surcharge.

(B) All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

(C) Applicable Subscriber Line Charges, Federal Line Cost Charges, end user common line charges, and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service

Issued: August 15, 2003

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SECTION 2 - RULES AND REGULATIONS**2.13 Taxes and Surcharges****2.13.2 Tax Exemption Status**

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

Issued: August 15, 2003

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.1 Exchange Services

3.1.1 Explanation of Terms and Regulations

(A) Unlimited Calling

Unlimited Calling is a flat rate service that provides unlimited local calling within the Customer's local calling area. Unlimited Calling is available on business and residential lines. Determination of a residential line is based on the character and usage of the service. Residential rates apply where the use of the service is of a domestic nature and where any business use is purely incidental. Business service is classified and charged where the use is primarily or substantially of a business, professional, institutional or occupational nature.

Issued: August 15, 2003

Andrea L. Custis, President
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Effective:

SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.1 Exchange Services (continued)

3.1.1 Explanation of Terms and Regulations (continued)

(B) Standard Line

Standard Line is residential service for which message unit charges are based on the number of local calls placed. Determination of a residential line is based on the character and usage of the service. Residential rates apply where the use of the service is of a domestic nature and where any business use is purely incidental. Business service is classified and charged where the use is primarily or substantially of a business, professional, institutional or occupational nature.

Issued: August 15, 2003

Andrea L. Custis, President
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Effective:

SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.1 Exchange Services (continued)

3.1.1 Explanation of Terms and Regulations (continued)

(C) Local Usage Charges

The Local Usage Charges are the message rate charges that apply to all local calls.

(D) Temporary Suspension Service

Temporary Suspension is a service that allows a Customer's exchange telephone service to be temporarily suspended, at the customer's request, without termination of contract. The minimum period of suspension is one (1) month; maximum period of suspension is six (6) months.

(E) Local Exchange Service

The Local Exchange Services offered within this tariff are available following the exchange boundaries and local calling areas specified in the New England Telephone and Telegraph Company tariff DTE MA No. 10, Part A, Section 6, subsection 6.1, "Local Calling Areas".

Issued: August 15, 2003

Effective:

Andrea L. Custis, President
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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.1 Exchange Services (continued)

3.1.2 Application of Rates

(A) Unlimited Calling

Unlimited calling is charged at a flat monthly rate with no limit on the number of local calls that can be placed to the local service portion of a Customer's exchange area. Service is billed one month in advance.

(B) Standard Line

Message rate lines have a component that is charged at a flat monthly rate. This portion of the service is billed one month in advance. Residential local usage charges apply on a message unit basis to all local calls. On standard lines, one residential message unit applies for each local message to standard lines in the local service portion of the customer's exchange area.

Issued: August 15, 2003

Effective:

Andrea L. Custis, President
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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.1 Exchange Services (continued)

3.1.2 Application of Rates (continued)

(C) Local Usage Charges

For Customers subscribing to Standard Line service, the Local Usage Charge applies on a message basis for all calls placed within exchanges in the same local calling area.

(D) Temporary Suspension Service

The suspension rate is equal to 50 percent of the regular monthly rate for exchange services and the rates for other services. The charge for local messages is not affected.

Issued: August 15, 2003

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Effective:

SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.2 Service Charges

3.2.1 Explanation of Terms and Regulations

(A) Line Connection Charge

1. Line Connection Charge – New Connection

The Line Connection charge is a one time charge for the establishment of a Customer' account, order processing and connection of service associated with a Customer request for service.

2. Line Connection Charge – Conversion

The Line Connection Charge – Conversion is a one time charge for order processing and account establishment associated with a Customer request for service to switch local exchange service provider to the Company's service. This charge also applies to relocation of a Customer's service to a different building served by the Company.

(B) Line Restoral Charge

1. Line Restoral – Voluntary

This charge is associated with restoring normal service at the Customer's request after voluntary temporary suspension.

2. Line Restoral – Denied Service

This is a charge associated with restoring service after it has been suspended for denial of service from non-payment.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.2 Service Charges (continued)

3.2.1 Explanation of Terms and Regulations (continued)

(C) Move Add Change Fee

A Moves Add Change Charge is a charge associated with moves, adds or changes to an existing Customer account including changes to any services or features that a Customer makes to their Local Exchange Service.

(D) Record Change Fee

A Record Change is associated with Customer initiated requests for changes in Customer records.

Issued: August 15, 2003

Effective:

Andrea L. Custis, President
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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.2 Service Charges (continued)

3.2.1 Explanation of Terms and Regulations (continued)

(E) Change of Service Charge

A Change of Service Charge applies to a change in class or grade of service and a change associated with fixed call forwarding.

(F) PIC Change Charge

A PIC Change Charge is associated with the changing of presubscribed long distance carrier for either interstate communications, intrastate-interexchange communications or both (at the same time).

(G) Change in Billing Responsibility Charge

A Change in Billing Responsibility Charge applies to a change in billing name responsibility subsequent to the initial installation of service. This charge will also apply to establish toll only accounts.

(H) Telephone Number Change Charge

A Telephone Number Change Charge is associated with the changing of a telephone number at the Customer's request.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.2 Service Charges (continued)

3.2.1 Explanation of Terms and Regulations (continued)

(I) Listing Service Change Fee

A listing Service Change Fee is associated with changing to Non Listed or Non Published Service.

Issued: August 15, 2003

Andrea L. Custis, President
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Effective:

SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.2 Service Charges (continued)

3.2.2 Application of Rates

(A) Line Connection Charge

1. Line Connection Charge – New Connection

A Line Connection Charge – New Connection is a one time non-recurring charge that applies to the connection of an initial or additional lines as well as relocation of existing service to a different premise.

2. Line Connection Charge – Conversion

A Line Connection Charge – Conversion is a one time non-recurring charge that applies to the conversion of initial and additional lines from another local exchange provider to the Company's service.

3. Promotional Periods

During specific promotional periods, the offer may be made to reduce line connection charges on a non-discriminatory basis, up to the full amount, for customers who order an additional line.

(B) Line Restoral Charge

A Line Restoral Charge is a one-time non-recurring charge that applies to the restoral of service to a specific line.

SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.2 Service Charges (continued)

3.2.2 Application of Rates (continued)

(C) Move Add Change Fee

A Move Add Change Fee is a service charge that applies each time a Customer makes a change to the services and features on their line subsequent to initial service installation.

(D) Record Change Fee

A Record Change Fee applies each time a Customer makes a change in their listings.

(E) Change of Service Charge

A Change of Service Charge is a service charge applicable each time a Customer requests a change in telephone number, change in class or grade of service, or makes a change associated with fixed call forwarding.

(F) PIC Change Charge

A PIC Change Charge applies each time a Customer elects to change their presubscribed long distance carriers.

(G) Change in Billing Responsibility Charge

A Change in Billing Responsibility Charge is a service charge that applies each time a Customer requests a change in billing name responsibility or a toll only account.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.2 Service Charges (continued)

3.2.2 Application of Rates (continued)

(H) Telephone Number Change Charge

A Telephone Number Change Charge is a service charge that applies each time a Customer requests a change in telephone number. No charge applies to change the telephone number due to annoyance calls or Company initiated number changes.

(I) Listing Service Change Fee

A Listing Service Change Fee is a service charge associated with changing to Non Listed or Non Published Service. The charge only applies to subsequent service order activity. It does not apply if the Customer subscribes to Non Listed or Non Published Service concurrent with the initial installation of basic service.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.3 Restriction Services

3.3.1 Explanation of Terms and Regulations

(A) 900, 976, 676 Restriction Service

The 900, 976, 676 Restriction Service is an arrangement which prohibits access to 900, 976, and 676 service telephone numbers from selected Local Exchange Service lines.

(B) Long Distance Message Restriction

Long Distance Message Restriction (LDMR) is available to residential customers only. It is an arrangement on a Customer's line that denies access to billable toll calls. Local directory assistance calls are allowed. Incoming traffic and billing arrangements are not affected by this service. It is available subject to the serving central office's capability to provide such service.

LDMR does not relieve customers of any payment obligations for calls charged to their telephone number. The Company is not liable in any way for any consequences arising from customer's inability to access blocked services.

(C) Billed Number Screening

Billed Number Screening (BNS) prohibits collect and/or third number billing calls from being charged to BNS equipped numbers. Callers attempting to place a collect or third number billing call using a BNS number for billing will be advised by an operator that such billing is unauthorized and the call will not be completed until other payment or billing arrangements are made.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.3 Restriction Services (continued)

3.3.2 Application of Rates

(A) 900, 976, 676 Restriction Service

900, 976, 676 Restriction Service is charged only on a non-recurring basis at the time of service request.

(B) Long Distance Message Restriction

Long Distance Toll Restriction is charged only on a non-recurring basis at the time of service request.

(C) Billed Number Screening

Billed Number Screening is available to the Customer at no charge.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.4 Custom Calling Features

3.4.1 Explanation of Terms and Regulations

Custom Calling Services are optional features available for use in conjunction with a Customer's local exchange service. Feature availability is based on Central Office capability and may also depend on the Customer's premise equipment.

(A) Anonymous Call Rejection

Anonymous Call Rejection (ACR) is an arrangement that allows a called party to reject calls from parties that have activated Per Call Blocking to prevent display of the calling number/calling name to Caller ID with Name and Return Call subscribers. When ACR is active callers hear an announcement which says that calls from anonymous sources are not being accepted, the calling party is instructed to hang up and redial without activating per call blocking. The Customer's phone will not ring when such parties call. ACR may be activated and deactivated by dialing an activation code.

(B) Call Blocking

Call Blocking allows the Customer to block calls from up to fifteen (15) prespecified phone numbers. Callers from such numbers hear an announcement that the calling party is not accepting calls and the Customer's phone will not ring.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**3.4 Custom Calling Features (continued)****3.4.1 Explanation of Terms and Regulations (continued)****(C) Call Forwarding**

Call Forward transfers incoming calls to another telephone number. Calls forwarded by Call Forward are subject to local and long distance message charges. These arrangements contemplate that normal transmission performance quality cannot be guaranteed to all calls forwarded.

Call Forward - Don't Answer is equipped at the time of service order with a predetermined number of ringing cycles to be completed prior to the incoming calls being forwarded. These arrangements are made on a fixed basis and may only be rearranged by notifying the Company of the new telephone number to which calls are to be forwarded. A Line Change Charge will apply to such changes.

Call Forward - Busy Line forwards all calls to a predetermined number when the line is busy. In order to change the Forward To number, the Customer must rearrange service with the Company. A Line Change Charge will apply to such changes.

(D) Call Trace

Call Trace allows the Customer to trace the last call received. The result of the trace is automatically logged to be sent to appropriate authorities upon request. The trace is not available to the Customer and the Company is not liable for damages if, for any reason, the Trace attempt is not successful.

Issued: August 15, 2003

Effective:

Andrea L. Custis, President
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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.4 Custom Calling Features (continued)

3.4.1 Explanation of Terms and Regulations (continued)

(E) Call Waiting

Call Waiting allows a Customer that is on the phone to receive notification, by means of a tone signal, that another caller is trying to dial in. The Customer is able to alternate between calling parties by flashing the switchhook. Where facilities permit, the incoming call waiting tone may be blocked on a per call basis. At the end of the call, Call Waiting is automatically reactivated. Where facilities permit, Call Waiting may be activated on a pay per use basis.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**3.4 Custom Calling Features (continued)****3.4.1 Explanation of Terms and Regulations (continued)****(F) Caller ID with Privacy Plus**

Caller ID with Privacy Plus identifies calls even if they are sent as "Private" or "Unavailable" to the Caller ID display unit. A pre-recorded message explains to callers that the end user would like them to identify themselves by recording their name. Once the end user hears the distinctive Caller ID with Privacy Plus ring and listens to the recorded name, the end user has the option to take the call or not. If the end user doesn't take the call, the caller hears a message explaining that the end user is not available. If the end user has a voice message service, the caller has the option to leave a message.

(G) Call Waiting ID

A Customer with Caller ID may receive name and/or number information on a call that is waiting.

(H) Caller ID with Name

Caller ID with Name allows the Customer to receive the calling telephone number and main listed name of the party initiating an incoming call. Customer Premise Equipment is required to display the information. The calling party can prevent display of telephone number information by using Per Call Blocking. If calling party information is not available or is being blocked, a message will so indicate on the Customer's display. There is no charge for Per Call Blocking. Caller ID customers may forward blocked calling party number callers to an announcement using ACR service.

SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**3.4 Custom Calling Features (continued)****3.4.1 Explanation of Terms and Regulations (continued)****(I) Distinctive Ringing**

Distinctive Ringing is a feature that allows a Customer to have up to three separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit. Distinctive ringing can be provided with other custom Calling Service features and features associated with a master number are automatically associated with dependent numbers except call forwarding where all lines are forwarded to the same number, or only calls to the master number are forwarded, calls to dependent numbers will not be forwarded at all.

(J) Line Block

Line Block enables a customer to control the disclosure of his/her name and/or telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. Line Block is available on a per line basis. A Customer may change the indicator from private to public before each call. This one call unblock allows the name and/or telephone number to be sent for that one call only. 911 is not affected.

(K) Priority Call

Priority Call provides a single distinctive audio signal when a call is received from one of fifteen prespecified telephone numbers. When combined with call waiting, the usual call waiting tone is modified with a distinctive pattern.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.4 Custom Calling Features (continued)

3.4.1 Explanation of Terms and Regulations (continued)

(L) Repeat Call

Repeat Call allows a Customer to redial the last number dialed automatically. If the line is busy, Repeat Call continues to attempt connection for a 30 minute queuing period until either both lines are idle or the queuing process expires. Repeat Call is billable once the feature is activated, whether the call is completed or not.

(M) Return Call

Return Call enables a Customer to return automatically the most recent incoming call whether it was answered or not. If the line is busy, Return Call continues to attempt connection for 30 minutes until either both lines are idle or the 30 minutes expires. Return Call is billable once the feature is activated, whether the call is completed or not.

(N) RESERVED FOR FUTURE USE

(O) RESERVED FOR FUTURE USE

Issued: August 15, 2003

Effective:

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SECTION 3- DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.4 Custom Calling Features (continued)

3.4.1 Explanation of Terms and Regulations (continued)

(P) Three Way Calling

Three Way Calling enables an existing call to be held and a second call to be established and added to the connection for conferencing. Where facilities permit, Three Way Calling is available on a pay per use basis.

Issued: August 15, 2003

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Effective:

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3.4 Custom Calling Features (continued)

3.4.1 Explanation of Terms and Regulations (continued)

(Q) Reserved for Future Use

Issued: August 15, 2003

Andrea L. Custis, President
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Effective:

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3.4 Custom Calling Features (continued)

3.4.1 Explanation of Terms and Regulations (continued)

(R) Reserved for Future Use

Issued: August 15, 2003

Andrea L. Custis, President
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Effective:

SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.4 Custom Calling Features (continued)

3.4.1 Explanation of Terms and Regulations (continued)

(S) Reserved for Future Use

Issued: August 15, 2003

Andrea L. Custis, President
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Effective:

SECTION 4 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**3.4 Custom Calling Features (continued)****3.4.1 Explanation of Terms and Regulations (continued)****3.4.1 (T) Optional Convenience Packages:****1. The Simple One**

The Simple One is a discounted feature package for Residential Customers and consists of a combination of Unlimited Calling, Call Waiting and Return Call. Customers subscribing to The Simple One are not eligible for the Residence Package discount. Features from The Simple One may not be added or deleted individually unless a Customer wishes to purchase the features a la carte. Other Custom Calling features may be added to an exchange line in addition to the package a la carte.

2. The Standard One

The Standard One is a discounted feature package for Residential Customers and consists of a combination of Unlimited Calling, Call Waiting, Return Call and Caller ID with Name. Customers subscribing to The Standard One are not eligible for the Residence Package discount. Features from The Standard One may not be added or deleted individually unless a Customer wishes to purchase the features a la carte. Other Custom Calling features may be added to an exchange line in addition to the package a la carte.

3. The All-in-One

The All-in-One is a discounted feature package for Residential Customers and consists of a combination of Unlimited Calling, Call Waiting, Caller ID with Name, Return Call and Voice Mail. Customers subscribing to The All-in-One are not eligible for the Residence Package discount. Features from The All-in-One may not be added or deleted individually unless a Customer wishes to purchase the features a la carte. Other Custom Calling features may be added to an exchange line in addition to the package a la carte.

Issued: August 15, 2003

Effective:

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SECTION 4 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**3.4 Custom Calling Features (continued)****Explanation of Terms and Regulations (continued)****3.4.1 (T) Optional Convenience Packages (continued):****4. The Simple Unlimited**

The Simple Unlimited is a discounted feature package for Residential Customers. The Simple Unlimited local usage service plan consists of an unlimited number of local calls per month, non-published service, call waiting, return call, and local directory assistance for a fixed monthly rate. 1+ dialing and operator assistance will be restricted. Customers will have access to E911 and 800 dialing. Customers subscribing to The Simple Unlimited are not eligible for the Residence Package discount. The features from The Simple Unlimited may not be added or deleted individually, nor may additional services be added ala carte. This service is only available where technically feasible.

5. The Simple Unlimited Plus

The Simple Unlimited Plus is a discounted feature package for Residential Customers. The Simple Unlimited Plus consists of an unlimited number of local calls per month, non-published service, call waiting, return call, voice messaging (an untariffed service) and local directory assistance for a fixed monthly rate. 1+ dialing and operator assistance will be restricted. Customers will have access to E911 and 800 dialing. Customers subscribing to The Simple Unlimited Plus are not eligible for the Residence Package discount. The features from The Simple Unlimited Plus may not be added or deleted individually, nor may additional services be added ala carte. This service is only available where technically feasible.

Issued: August 15, 2003**Effective:**

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3.4 Custom Calling Features (continued)

3.4.1 Explanation of Terms and Regulations (continued)

(T) Optional Convenience Packages (continued):

6. Reserved for Future Use

7. Reserved for Future Use

Issued: August 15, 2003

Effective:

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3.4 Custom Calling Features (continued)

3.4.1 Explanation of Terms and Regulations (continued)

(T) Optional Convenience Packages (continued):

8. Reserved for Future Use

9. Reserved for Future Use

Issued: August 15, 2003

Andrea L. Custis, President
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Effective:

SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**3.4 Custom Calling Features (continued)****3.4.2 Application of Rates**

Where rates are given for Residential or Business Lines, the feature is available. When a N/A is shown the feature is not available to that rate class. Some features are also available on a pay per use basis to Customers who do not subscribe to the feature on a monthly basis. When a feature is activated on a usage basis, the charge is applied for each attempt to activate the feature unless the serving central office is not equipped to provide pay per use. Some features are subject to installation charges as shown. Custom Calling features are also subject to Move Add Change Fees when added, deleted or changed subsequent to initial establishment of service.

When a Residential Customer subscribes to Additional Lines, Call Waiting, Caller ID with Name and/or Voice Dialing a discounted monthly rate will apply to Additional Listings, Call Forward, Call Block, Repeat Call, Distinctive Ringing, Priority Call, Select Forward, or Three Way Calling. The discounted rates for these Custom Calling features are specified in Section 5.4, following. The discounted monthly rate is applicable only to Residence rate class.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**3.5 Enhanced Services****3.5.1 Explanation of Terms and Regulations****(A) Hotline**

Hotline is a feature that provides the Customer with the ability to automatically be connected with another predetermined telephone line in the circuit switched network. When the Customer's telephone goes off-hook, a switched connection is set up without further customer action. The predetermined number is selected by the Customer at the time service is established and can only be changed via service order.

(B) Warmline

Warmline is a feature that provides the Customer with time delayed automatic dialing. When the Customer's telephone goes off-hook and initiates dialing within the time-delay period (0-20seconds) the call proceeds as normal. If dialing does not commence within the time-delay period, a predetermined telephone number is automatically dialed without further customer action. The predetermined number and time-delay period are selected by the Customer at the time service is established and can only be changed via service order.

(C) Remote Call Forwarding

When Remote Call Forwarding is activated, all incoming calls are automatically routed to another customer selected telephone number. Remote Call Forwarding is subject to availability of suitable facilities. It is not available to be originated on a Centrex line. Call Forwarding is not available on a terminating station of Remote Call Forwarding. Classification of service for Remote Call Forwarding for usage rate calculations is based on the classification of the terminating phone number. Charges for calls from the originating number to the terminating number of the forward service are the responsibility of the Remote Call Forwarding Customer.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.5 Enhanced Services (continued)

3.5.1 Explanation of Terms and Regulations (continued)

(D) Referral

Referral is a recorded announcement that states the line number status and a referral number for calls placed to a disconnected or changed residence or business line number. This service is subject to the availability of facilities. The maximum term for this service is three months. (Residential Customers receive 90 days of free Referral Service.)

(E) Message Waiting Indication

Message Waiting Indication is a feature that enables subscribers to receive a Message Waiting Indication on their lines.

Message Waiting – Audible is an audible signal (stutter dial tone) on the subscriber's line notifying the subscriber that a message is waiting.

Message Waiting – Audible/Visual is an audible signal (stutter dial tone) on the subscriber's line as well as a visual signal notifying the subscriber that a message is waiting.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.5 Enhanced Services (continued)

3.5.2 Application of Rates

(A) Hotline

Hotline has an associated recurring monthly charge which is billed one month in advance.

(B) Warmline

Hotline has a recurring monthly charge which is billed one month in advance.

(C) Remote Call Forwarding

In addition to all installation and monthly usage charges, local usage charges apply for each call that is forwarded to a terminating phone number within the local exchange area. Local usage charges are given in the Local Exchange Service portion of this Tariff. For terminating numbers outside the local exchange area, toll charges may also apply.

(D) Referral

The charge for this service is billed in advance as a one-time charge on the final bill for that number, and is based on the length of time service is required. Residential Customers receive 90 days of free Referral Service.

(E) Message Waiting Indication

Message Waiting Indication is charged on a monthly recurring basis. Move Add Change Fees apply to additions or changes in this service.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.6 Directory Services

3.6.1 Explanation of Terms and Regulations

All Directory Services are resold from the LEC and subject to the Regulations of the LEC. A summary of applicable regulations is provided here.

(A) Preferred Phone Number Service

Preferred Phone Number Service provides for the assignment of a telephone number (last four digits) which is selected by the customer, rather than the telephone number normally assigned by the Telephone Company. Preferred Telephone Number Service may be established only in association with the initial establishment of a service, the relocation of an existing service, or a customer-requested change in an existing telephone number. The provision of a preferred number is based upon the current availability of that telephone number. Charges associated with this service do not give the Customer any property right in the telephone number selected. A telephone number which meets the criteria for a preferred number may be reserved either prior to or after it has been in service. Reserved Number charges will apply during the reservation period. When a telephone number for which a Customer has previously paid the service establishment charge for a Preferred Number is reserved and then put back into service immediately following the reservation period, a Preferred Telephone Number establishment charge is not applicable.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**3.6 Directory Services (continued)****3.6.1 Explanation of Terms and Regulations (continued)****(B) Directory Listing**

Directory Listings are alphanumeric listings provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein. Directory Listings are provided in connection with each customer service. The White Pages of the telephone directory consist of a list of names of customers in alphabetical order, designed for the purpose of informing calling parties of the telephone numbers of customers as an aid to the use of telephone service. Special position or arrangement of names is not offered. Listings must conform to the LEC's specifications and regulations with respect to its directories. The length of listings may be limited by the LEC and listings may be refused by the LEC if regarded as misleading, obscene or non-legal. The primary listing is provided without charge in connection with each account (including each Distinctive Ringing dependent number). The primary listing for business is ordinarily the name of the customer or the name under which a business is regularly conducted. The yellow pages section of the telephone directory is designed to afford the public suitable listing information where a patron knows the nature of the business with which he desires to communicate but does not know the name of the customer. Listings in this section of the directory are grouped under headings showing the nature or class of the business. One listing will be allowed without charge in the yellow pages section of the directory for each primary white pages business listing.

(C) Non Listed Number

A Non Listed Number Service provides for the omission or deletion of the customer's telephone listing from the telephone directory, at the customer's request. Such listings will be carried in the LEC's directory assistance and other records and will be given to any calling party. A non-listed number and associated name may be forwarded to called parties who subscribe to Caller ID with Name.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**3.6 Directory Services (continued)****3.6.1 Explanation of Terms and Regulations (continued)****(D) Non Published Number**

A Non Published Number Service provides for the omission or deletion of the customer's telephone listing from the telephone directory and, in addition, the customer's telephone listing will be omitted or deleted from the directory assistance records. The Company and the LEC will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged inadvertently. When a customer with Non Published Number Service places a call to the Universal Emergency Number 911 Service, the LEC will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Universal Emergency number 911 Service upon request of such governmental authority. A non-published number and associated name may be forwarded to called parties who subscribe to Caller ID with Name.

(E) Additional Directory Listing

Additional Directory Listing is a service that provides for additional entries in the White Pages section of the phone book. In connection with business and residence service, regular additional listings are available only in the names of authorized users of the customer's service. Business additional listings are not permitted in connection with residence service. Residence additional listings at business rates are permitted in connection with business service that is located in a residence and for permanent guests residing in a hotel or club. Additional Yellow Page listings must be arranged directly with Yellow Pages.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES**3.6 Directory Services (continued)****3.6.1 Explanation of Terms and Regulations (continued)****(F) Directory Assistance**

The Company resells the Directory Assistance services of the LEC. Such services are furnished to give customers assistance in determining telephone numbers. Directory Assistance Services are subject to an allowance of free calls for Residential Customers as specified in Section 5 of this Tariff. Call allowances are not transferable between Customers or between separate accounts of the same customer. The Customer may request a maximum of two telephone numbers per call to Directory Assistance Service.

(G) Call Completion Service

Call Completion Service allows Directory Assistance Customers calling from Touch-Tone telephones to have the requested number automatically dialed by the Operator Services System. Customers may block this service using Call Completion Blocking. Call Completion is not available on lines that have Long Distance Message Restriction or are blocked from such calls by Toll Call Control. Requests for Call Completion to the following numbers will not be offered: 700, 900, 915, 950, 976 and toll free numbers. Call Completion is only available on the second of the two telephone numbers that a Customer requests from Directory Assistance.

(H) Reverse Directory Assistance Service

The Company resells the Directory Services of the LEC. Where facilities permit, Reverse Directory Assistance Service permits a customer to enter a telephone number to the Directory Assistance service, and receive the customer name and address associated with that telephone number. The name and address associated with the telephone number entered must be listed in Directory Assistance. Reverse Directory Assistance Service is available with both local and national directory assistance.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.6 Directory Services (continued)

3.6.2 Application of Rates

(A) Preferred Phone Number Service

Residential Customers pay only a non-recurring charge at service activation. Business Customers have two payment options – they may choose to pay a non-recurring and monthly fee, or a one time fee.

(B) Directory Listing

There is no charge for the primary directory listing associated with any Customer's account.

(C) Non Listed Number

Non Listed Number service is chargeable on a monthly basis.

(D) Non Published Number

Non Published Number service is chargeable on a monthly basis.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.6 Directory Services (continued)

3.6.2 Application of Rates (continued)

(E) Additional Directory Listing

There is a charge for all directory listings additional to the primary listing associated with any Customer's account. The initial contract period for additional listings where the listing appears in the directory is the directory period. Each directory period, with the appearance of the listing in the directory will constitute a separate initial contract period. Listings are automatically included in the directory unless otherwise requested by the Customer. Termination charges for additional listings are the charges associated with the remaining time in the initial contract period except where service is terminated or moved to a new location, the additionally listed party contracts for service in their own name, or dies. Additional Directory Listing service is chargeable on a monthly basis.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.6 Directory Services (continued)

3.6.2 Application of Rates (continued)

(F) Directory Assistance

Effective when facilities are generally available, the rates set forth following apply when customers request Directory Assistance in determining telephone numbers of customers who are located in the same local exchange area or who are not located in the same local exchange area but who are located within the same NPA. Customers have an allowance of one (1) free Directory Assistance Service call per dial tone line per month. For calls that are placed through an operator, Local Operator Assistance charges apply, except when the call cannot otherwise be completed.

Charges for Directory Assistance are not applicable in the case of residential service to calls to the Directory Assistance Service where the Customer or a member of the Customer's household, has been affirmed in writing as unable to use a directory because of a physical or reading handicap. Charges are also not applicable to calls made by such persons from their place of employment.

Customers will receive credit for Directory Assistance calls when the transmission is poor or disconnected or the Customer is given the wrong telephone number. To gain such credit the Customer must notify Customer Service promptly after such call.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.6 Directory Services (continued)

3.6.2 Application of Rates (continued)

(G) Call Completion

Call Completion calls automatically connected are subject to a Call Completion surcharge and any other applicable rates for the call, including the Directory Assistance charge and any usage charges associated with the completed call.

Charges for Call Completion are not applicable in the case of residential service to calls to the Call Completion Service where the Customer or a member of the Customer's household, has been affirmed in writing as unable to use a directory because of a physical or reading handicap. Charges are also not applicable to calls made by such persons from their place of employment where the telephone is used exclusively by that person.

(H) Reverse Directory Assistance Service

This feature is available on a pay per use basis only. The charge is applied for each attempt to activate the feature.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.7 Operator Services

3.7.1 Explanation of Terms and Regulations

(A) Operator Assisted Calling

Operator Assisted Local Calls are calls placed within the customer's exchange area through a LEC operator. Local message charges for calls placed through an operator, will be charged the same as for local calls dialed direct by the customer. Charges for local messages transferred to message rate or measured rate services will not affect the normal allowance applicable to such service. Collect Calling allows the charges for calling to be reversed provided the charge is accepted at the terminating number.

(B) Specialized Operator Services

Upon request, subject to technical limitations, the operator will verify that a conversation exists on a line and will interrupt a communication in progress to announce that someone is trying to call.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.7 Operator Services (continued)

3.7.2 Application of Rates

(A) Operator Assisted Calling

Operator Assisted Calling charges are surcharges that apply per call in addition to any charges for local usage. Operator assistance charges do not apply to the following calls: calls to official Public Emergency Agencies, calls to Directory Assistance Service, calls from persons who are visually and/or physically disabled and who are certified with the Company.

(B) Specialized Operator Services

Charges for Specialized Operator Services apply on a usage basis when the Interruption or verification is completed. No charge will apply if, during the line verification, such verification indicates that a trouble condition exists and may be waived at the Company's option in life-threatening or emergency agency situations. Once a call is completed, any charges for local message also apply to the call as usual. Charges may be billed to a third number but cannot be designated as collect calls.

Issued: August 15, 2003

Effective:

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SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.8 Miscellaneous Charges

3.8.1 Explanation of Terms and Regulations

(A) Dishonored Check Charge

A Dishonored Check Charge is a charge associated with a personal check remitted for payment that is not honored by the bank.

(B) Late Payment Charge

A Late Payment Charge is associated with accounts that are delinquent. "Late Payment Charge" means an additional charge, over the net total cost of service provided, which is applied to any past due bill. Calculation of Late Payment Charges shall conform to 220 CMR 26.10.

Issued: August 15, 2003

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Effective:

SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICES

3.8 Miscellaneous Charges (continued)

3.8.2 Application of Rates

(A) Dishonored Check Charge

A Dishonored Check Charge applies when any negotiable instrument presented for payment for service or deposit becomes dishonored, and is returned to the Company from the bank.

(B) Late Payment Charge

A Late Payment Charge applies to any unpaid balance carried forward from the monthly bill to the next month's bill, including all charges billed on behalf of other carriers. An amount equal to 1.5% of the net unpaid balance will be applied to any portion of a previous month's bill not paid in a timely manner. Bill payment is considered late, or delinquent, if not paid by the Customer within 30 days after the date of invoice.

Issued: August 15, 2003

Effective:

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SECTION 4 –RATES AND CHARGES

4.1 Exchange Services

	<u>Per Line</u> <u>Per Month</u>
(A) Unlimited Calling:	
Residential.....	\$ 19.95
Business.....	\$ 39.99
	<u>Per Line</u> <u>Per Month</u>
(B) Standard Line:	
Residential.....	\$ 17.00

Issued: August 15, 2003

Effective:

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SECTION 4 – RATES AND CHARGES

4.1 Exchange Services (continued)

	<u>Per Call</u>		
(C) Local Usage Charges:			
Residential Message Unit	\$ n/a		
(D) Temporary Suspension of Service			
	<u>Nonrecurring</u>	<u>Monthly</u>	
	<u>Charge</u>	<u>Rate</u>	
Suspension of Entire Service	\$ 20.00		50% of the Fixed Monthly Rate

Issued: August 15, 2003

Effective:

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SECTION 4 – RATES AND CHARGES

4.2 Service Charges

	<u>Service Charge</u> <u>(per Occurrence)</u>
(A) Line Connection Charge:	
1. Line Connection – New Connection ¹	
Residence 1st Line.....	\$75.00
Residence Add'l Line at the same time.....	\$25.00
Residence Add'l Line later.....	\$75.00
Business, Each Line.....	\$75.00
2. Line Connection – Conversion ¹	
Residence.....	\$50.00
Business.....	\$50.00

¹ The customer may elect to pay Line Connection – New Connection or Line Connection – Conversion charges in three equal monthly installments, without interest. Deferred charges will be payable monthly during the deferral period. All deferred amounts must be paid in full if the customer disconnects service prior to the expiration of the deferral period. Line Connection charge includes any location and/or premises work and materials which may be necessary.

Issued: August 15, 2003

Effective:

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SECTION 4 – RATES AND CHARGES

4.2 Service Charges

(B) Line Restoral Charge:

1.	Line Restoral – Voluntary	
	Residential	\$ 10.00
	Business	\$ 25.00
2.	Line Restoral – Denied Service	
	Residential	\$ 10.00
	Business	\$ 32.00

Issued: August 15, 2003

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Effective:

SECTION 4 – RATES AND CHARGES**4.2 Service Charges (continued)**

	<u>Service Charge</u> <u>(per Occurrence)</u>
(C) Move Add Change Fee:	
Residential	\$ 15.00
Business	\$ 15.00
(D) Record Change Fee:	
Residential	\$ 15.00
Business	\$ 15.00
(E) Change of Service Charge:	
Residential	\$ 15.00
Business	\$ 27.50
(F) PIC Change Charge	
Residential	\$ 5.00
Business	\$ 5.00
(G) Change in Billing Responsibility	
Residential	\$ 15.00
Business	\$ 15.00
(H) Telephone Number Change Charge – Customer Requested	
Residential	\$ 15.00
Business	\$ 27.50

Issued: August 15, 2003

Effective:

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SECTION 4 –RATES AND CHARGES

4.3 Restriction Services

	<u>Installation Charge (per Line)</u>
(A) 900, 976, 676 Restriction	
Per Residence Individual line – free at initial install	\$ 10.00
Per Business Individual line	\$ 0.00

(B) Long Distance Message Restriction	
Per Residence Individual line	\$ 10.00

	<u>Per Line Per Month</u>
Per Business Individual line*	\$ 5.00

*A Business Installation Charge of \$27.50 applies in addition to the monthly rate.

(C) Billed Number Screening	
Per Residence Individual line	\$ 10.00
Per Business Individual line	\$ 0.00

	<u>Installation Charge (Per Line)</u>	<u>Per Line Per Month</u>
(D) 10XXX Toll Restriction		
Residential	\$ 10.00	\$5.00
Business	\$ 10.00	\$5.00

Issued: August 15, 2003

Effective:

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SECTION 4 – RATES AND CHARGES

4.4 Custom Calling Features

4.4.1 Monthly Rates

	<u>Residence</u>	<u>Business</u>
(A) Anonymous Call Rejection To Caller ID with Name and Return Call Customers.....	\$ 3.00	\$ 5.75
(B) Call Block.....	\$ 5.75	\$ 5.75
(C) Call Forwarding.....	\$ 4.00	\$ 5.75
Call Forward Busy.....	\$ 2.50	\$ 6.25
Call Forward Busy/DA.....	\$ 3.25	\$ 8.75
Call Forward DA.....	\$ 3.25	\$ 5.75
(D) Call Trace (per use) \$ 3.75 (Residence) \$ 5.75 (Business)		
(E) Call Waiting.....	\$ 4.00	\$ 6.25
Call Waiting, per use.....	\$ 1.00	\$ 1.00
(F) HELD FOR FUTURE USE.....	\$	\$
(G) Call Waiting ID.....	\$ 5.75	\$ 9.50
(H) Caller ID with Name.....	\$ 6.75	\$10.00

Issued: August 15, 2003

Effective:

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SECTION 4 – RATES AND CHARGES

4.4 Custom Calling Features (continued)

4.4.1 Monthly Rates (continued)

	<u>Residence</u>	<u>Business</u>
(I) Distinctive Ringing, 1st Line	\$ 6.25*	N/A
Distinctive Ringing, 2 nd and 3 rd Line	\$ 3.50*	N/A
*An Installation Charge of \$17.50 applies in addition to the Move Add Change Fee.		
(J) Line Block	\$11.00	\$13.75
(K) Priority Call	\$ 5.00	\$ 6.25
(L) Repeat Call	\$ 4.00	\$ 6.25
(M) Return Call	\$ 4.00	\$ 5.25
(N) RESERVED FOR FUTURE USE		
(O) RESERVED FOR FUTURE USE		
(P) Three Way Calling	\$ 3.55	\$ 5.09
Three Way Calling, per use	\$ 1.00	\$ 1.00

Issued: August 15, 2003

Effective:

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SECTION 4 – RATES AND CHARGES

4.4 Custom Calling Features (continued)

4.4.1 Monthly Rates (continued)

(Q) Reserved for Future Use

(R) Optional Convenience Packages:

		<u>Residence</u> <u>(per month)</u>
1.	The Simple One.....	\$ 25.95
2.	The Standard One.....	\$ 31.75
3.	The All-in-One.....	\$ 39.95
4.	The Simple Unlimited.....	\$ 25.00
5.	The Simple Unlimited Plus.....	\$ 31.50

4.4.2 Custom Calling, Per Occurrence

		<u>Residence</u>	<u>Business</u>
(A)	Call Trace.....	\$ 3.75	\$ 5.75
(B)	Repeat Call *.....	\$ 1.00	\$ 1.00
(C)	Return Call *.....	\$ 1.00	\$ 1.00

*Usage basis Repeat Call and Return Call are pricing options which will be available where facilities permit.

SECTION 4 – RATES AND CHARGES

4.5 Enhanced Services

	<u>Installation Charge</u>	<u>Per Month</u>
(A) Hotline		
Per Residence Individual line.....	\$ 0.00	\$ 2.00
Per Business Individual line.....	\$ 0.00	\$ 2.00
(B) Warmline		
Per Residence Individual line.....	\$ 0.00	\$ 2.50
Per Business Individual line.....	\$ 0.00	\$ 2.50
(C) Remote Call Forwarding		
Per Remote Call Forwarding arrangement.....	\$40.00	\$20.00
Per Call Charge.....	\$0.11	
(D) Referral (per equipped line)		
Residential.....		\$ 0.00
Business.....		\$ 0.00
(E) Message Waiting Indicator		
Audible Signal, Per Individual Line		
Residential.....	\$13.00	\$ 0.05
Business.....	\$13.00	\$ 0.25

Issued: August 15, 2003

Effective:

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SECTION 4 – RATES AND CHARGES

4.6 Directory Services

(A)	Preferred Phone Number Service		
		<u>Non-recurring</u>	<u>Per</u>
		<u>Charges</u>	<u>Month</u>
	Residence Services, per preferred telephone number.....	\$ 50.00	\$ 0.00
	Business Services, per preferred telephone number.....	\$ N/A	N/A
(B)	Directory Listing		
	No Charge for primary listing.		
(C)	Non Listed Number		
	Per Non Listed Number		
	Residential.....	\$ 9.25*	\$ 1.19
	Business.....	\$ 22.00*	\$ 1.19

* The Non-recurring Charge applies only to subsequent service order activity. This charge does not apply if the Customer subscribes to Non Listed Number concurrent with the initial service order activity to install basic service.

 Issued: August 15, 2003

Effective:

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SECTION 4 – RATES AND CHARGES

4.6 Directory Services (continued)

	<u>Non-recurring Charges</u>	<u>Per Month</u>
(D) Non Published Number		
Per Non Published Number		
Residential.....	\$ 9.25*	\$ 1.95
Business.....	\$ 22.00	\$ 1.95

* The Non-recurring Charge applies only to subsequent service order activity. This charge does not apply if the Customer subscribes to Non Published Number concurrent with the initial service order activity to install basic service.

	<u>Non-recurring Charges</u>	<u>Per Month</u>
(E) Additional Directory Listing		
Residence Services, per		
Additional listing.....	\$ 8.50	\$ 1.81
Business Services, per		
Additional listing.....	\$22.00	\$ 1.81

(F) Directory Assistance		
Direct Dialed Directory Assistance Service Calls, per call*.....		\$ 0.95

* This charge applies to those calls exceeding the monthly allowance specified below.

Residential Directory Assistance Allowance		
Free Direct Dialed Calls per month.....		0

(G) Call Completion Service		
Call Completion Service, per call completed.....		\$ 0.35

(H) Reverse Directory Assistance Service		
Reverse Directory Assistance Service, per call.....		\$ 1.00

Issued: August 15, 2003

Effective:

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SECTION 4 – RATES AND CHARGES

4.7 Operator Services

(A) Operator Assisted Calling

Station-to-Station (collect, third party or operator dialed).....	\$ 1.50
Person-to-person.....	\$ 3.25
Per minute charge.....	\$ 0.30

(B) Specialized Operator Services

Busy Line Verification, each request.....	\$ 5.00
Busy Line Verification with Interrupt, each request.....	\$ 7.00

Issued: August 15, 2003

Effective:

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SECTION 4 – RATES AND CHARGES

4.8 Miscellaneous Charges

- (A) Dishonored Check Charge, per instrument, per return.....\$ 30.00

- (B) Late Payment Charge..... 1.5% of the
total outstanding
balance due per
month

Issued: August 15, 2003

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Effective:

SECTION 5 – PROMOTIONAL OFFERINGS

5.1 General

From time-to-time, the Company may engage in Special Promotional Offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new services and/or increase existing Customer awareness of the Company's services. Promotional Offerings may include reducing or waiving applicable service charges for the promoted service. Promotional offerings will be available on a non-discriminatory basis but may be limited to certain dates, times of day, customers eligible to receive the promotion and/or locations determined by the Company. Promotions will be filed with the Commission as a tariff revision, and will state a beginning and an ending date.

5.2.1 Market Service Trial Program

Reserved for Future Use

Issued: August 15, 2003

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Effective:

SECTION 5 – PROMOTIONAL OFFERINGS

5.2.2 Market Trial Service Programs

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Issued: August 15, 2003

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Effective:

SECTION 6 – INDIVIDUAL CASE BASIS

6.1 General

Arrangements may be made on a case-by-case basis in response to a bona fide special request from a customer or prospective customer to develop a bid for a service not generally offered under this tariff. ICB rates will be offered to the customer in writing and on a non-discriminatory basis.

Issued: August 15, 2003

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Effective: