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ANGELA F. COLLINS | 202-862-8930 | acollins@cahill.com

January 8, 2013

Via Federal Express

Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
PO Box 83720
Boise, Idaho 83720-0074

INX-T-13-01

RECEIVED
2013 JAN -9 AM 10:19
IDAHO PUBLIC
UTILITIES COMMISSION

**Re: Application of Ionex Communications North, Inc. dba Birch
Communications for a Certificate of Public Convenience and Necessity to
provide local telecommunications service in Idaho**

Dear Ms. Jewell,

Ionex Communications North, Inc. dba Birch Communications (the "Applicant") hereby encloses an unbound original and three (3) copies of the **PUBLIC** version of its Application for a Certificate of Public Convenience and Necessity to provide local telecommunications service in Idaho ("Application"). Also enclosed are an unbound original and three (3) copies of a Request for Trade Secret Treatment. The enclosed Application includes **TRADE SECRET** information. Pursuant to Rules 61 and 67 of the Rules of Procedure of the Idaho Public Utilities Commission, two (2) copies of the enclosed trade secret information have been submitted on yellow paper and have been separated from the non-trade-secret portion of the Application. This Application is being submitted in conjunction with a pending transaction, as such, the Applicant respectfully requests expedited handling of this Application.

Please date stamp the extra copy of the Application and Request for Trade Secret Treatment, and return them in the enclosed envelope. If you have any questions concerning this matter, please contact the undersigned.

Respectfully submitted,



Angela F. Collins
Counsel for Ionex Communications North,
Inc. dba Birch Communications

Enclosures

Angela F. Collins
Cahill Gordon & Reindel, LLP
1990 K St. NW, Suite 950
(202) 862-8900 (telephone)
866-814-6582 (facsimile)
acollins@cahill.com
Attorney for Ionex Communications North, Inc. dba Birch Communications

RECEIVED

2013 JAN -9 AM 10: 33

IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

Application of Ionex)
Communications North, Inc. dba)
Birch Communications for a)
Certificate of Public Convenience)
and Necessity to provide local)
telecommunications service in Idaho)

INX-T-13-01

APPLICATION FOR CERTIFICATION

Pursuant to the rules of the Idaho Public Utilities Commission (the "Commission"), Ionex Communications North, Inc. dba Birch Communications ("Ionex" or "Applicant") hereby applies for a Certificate of Public Convenience and Necessity to provide basic local exchange service in Idaho pursuant to Commission Order No. 26665. In support of this application, Applicant submits the following information:

I. Proposed Services

Ionex will offer local exchange and long distance services within Idaho. Ionex is filing this application in connection with an Asset Purchase Agreement ("Agreement") between Ionex's parent, Birch Communications, Inc. ("BCI"), and Covista, Inc. ("Covista"), an authorized local exchange carrier in Idaho. Pursuant to the Agreement, BCI will purchase certain assets and customers of Covista, including certain customer accounts and receivables, certain customer agreements and contracts, certain vendor agreements and contracts, certain equipment, and certain intellectual property. BCI, however, will not assume any of Covista's pre-closing liabilities or obligations. Ionex and Covista are filing for any necessary approvals of the transaction under separate cover. Once Ionex receives all necessary authority from the Commission, Birch will serve the customers currently served by Covista in Idaho. Ionex, therefore, requests expedited review of its Application.

II. Form of Business

1. Name, Address and Form of Business: Ionex is a South Dakota corporation with headquarters located at 2300 Main Street, Suite 340, Kansas City, MO, 64108. Ionex is a wholly owned subsidiary of Birch Communications Inc. ("BCI"), a Georgia corporation with headquarters located at 3060 Peachtree Road NW, Suite 1065, Atlanta, Georgia 30305. BCI and its subsidiaries provide telecommunications services to both business and residential customers in 38 states. A copy of Ionex's authority to do business in the state of Idaho is attached as **Exhibit A**. A copy of the Certificate of Assumed Business Name for Ionex to use the name Birch Communications is also set forth in **Exhibit A**. A certified copy of its articles of incorporation is attached as **Exhibit B**.

If the applicant is a corporation, a short statement of the character of public service in which it may engage: The provision of telecommunications services.

2. Principal business address within Idaho: None

3. Name and address of registered agent for service in Idaho:

Corporation Service Company
12550 W. Explorer Drive, Suite 100
Boise, ID 83713

4. The names and addresses of the ten common stockholders of applicant owning the greatest number of shares of common stock and the number of such shares owned by each, as follows:

Birch Telecom, Inc. owns 100% of Ionex. BCI owns 100% of Birch Telecom, Inc. Birch Communications Holdings, Inc. ("Birch Holdings") owns a 100% voting and equity interest in BCI. Birch Holdings is a Georgia corporation whose principal business is telecommunications holdings. The address for Birch Holdings and both stockholders is 3060 Peachtree Road, NW, Suite 1065, Atlanta, GA 30305.

Ownership of Birch Holdings is as follows:

- (1) Holcombe Green, a U.S. citizen, owns a 66% voting and equity interest in Birch Holdings; and
- (2) R. Kirby Godsey, a U.S. citizen, owns a 32% voting and equity interest¹ in Birch Holdings.

5. Names and addresses of the officers and directors of Applicant: are attached as **Exhibit C**.

¹ R. Kirby Godsey holds his percentage through his individual holdings and through the R. Kirby Godsey 2008 Grantor Retained Annuity Trust.

6. Name and address of any corporation, association, or similar organization holding a 5% or greater ownership or a management interest in the applicant. As to ownership, the amount and character of the interest must be indicated. A copy of any management agreement must be attached: See response to Question 4.

7. Names and addresses of subsidiaries owned or controlled by applicant:
N/A

III. Telecommunication Service

1. The date on which applicant proposes to begin construction or anticipates it will begin to provide service: As soon as authorized. As discussed above, Ionex's parent company is acquiring the customers and substantially all of the assets of Covista, Inc., and is submitting this Application pursuant to that transaction. Ionex will begin to serve Covista customers as soon as it receives the necessary regulatory approvals.

2. A written description of customer classes and customer service[s] that the applicant proposes to offer to the public: Local exchange and interexchange service to residential and business customers.

IV. Service Territory

1. A description sufficient for determining whether service is to be offered in a particular location; and the names of all incumbent local exchange corporations with whom the proposed utility is likely to compete: The service will be offered to those customers currently served by Covista, Inc. Ionex is likely to compete with Qwest.

2. Written description of the intended manner of service, for example, resold services or facilities based. A general description of the property owned or controlled by applicant: Ionex will offer resold services and will own no facilities in Idaho.

3. A statement describing with whom the applicant is likely to compete: Other local exchange carriers, such as Qwest, XO, TW Telecom, and Level 3.

4. A description of the property owned by the applicant clarifies the applicant's proposed services and operation: N/A

V. Financial Information

The Applicant possesses adequate financial resources to provide the proposed services. In support of this, the Applicant submits the financial statements of its parent company (BCI) from 2012 as **Exhibit D** and pursuant to a Request for Confidential Treatment.

VI. "Illustrative" Tariff Filings

Proposed initial tariff and price sheets setting forth rates, rules, terms, and regulations applicable to the contemplated service are attached as **Exhibit E**. Ionex will further revise this tariff to incorporate the services currently offered by Covista to ensure Covista's customers continue to receive the same services and rates without immediate change after those customers are transferred to Ionex.

VII. Customer contacts

1. Contact information for the Applicant:

a) Person(s) responsible for consumer inquiries and complaints from the public, as well as complaints, inquiries, and matters concerning rates and price lists from Commission Staff:

Tara Jackson
Senior Manager, Legal, Regulatory, Security, and Fraud
Birch Communications
2300 Main Street, Suite 340
Kansas City, MO 64108
816-300-1677(telephone)
tara.jackson@birch.com

b) A toll-free number for customer inquiries and complaints: 1-888-772-4724

VIII. Interconnection Agreements

Ionex has an existing interconnection agreement with Qwest and will add Idaho to that agreement.

IX. Compliance with Commission Rule: The Applicant has reviewed all of the Commission rules and agrees to comply with them.

X. Escrow Account or Security Bond

1. If a company requires advance deposits by its customers, the company must submit a signed copy of an escrow account with a bonded escrow agent or a security bond. The escrow or bond shall be sufficient to meet customer deposit refunds in case of company default: The Applicant does not require advance deposits by its customers, and this requirement is therefore inapplicable.

WHEREFORE, Ionex respectfully requests that the Commission hereby grant its Application for a Certificate of Public Convenience and Necessity to provide local telecommunications service in Idaho.

Respectfully submitted,

**IONEX COMMUNICATIONS NORTH,
INC. DBA BIRCH
COMMUNICATIONS**



Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, N.W.
Suite 950
Washington, D.C. 20006
202-862-8930 (telephone)
866-814-6582 (facsimile)
acollins@cahill.com

Counsel for Ionex Communications North,
Inc. d/b/a Birch Communications

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this 9th day of January, 2013, served the foregoing Application of Ionex Communications North, Inc. dba Birch Communications for a Certificate of Public Convenience and Necessity to provide local telecommunications service in Idaho upon all parties of record in this proceeding, by mailing a copy thereof, properly addressed with postage prepaid, to:

Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
PO Box 83720
Boise, Idaho 83720-0074

**IONEX COMMUNICATIONS, INC.
DBA BIRCH COMMUNICATIONS**



Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, N.W.
Suite 950
Washington, D.C. 20006
202-862-8930 (telephone)
866-814-6582 (facsimile)
acollins@cahill.com

Counsel for Ionex Communications,
Inc. d/b/a Birch Communications

List of Exhibits

- Exhibit A Secretary of State Certificate of Authority to do business in Idaho and Certificate of Assumed Business Name
- Exhibit B Certified Copy of Articles of Incorporation
- Exhibit C Names and addresses of Officers and Directors
- Exhibit D Financial Statements – TRADE SECRET*
- Exhibit E Proposed Tariff

*Submitted pursuant to a Request for Trade Secret Treatment

Exhibit A

Secretary of State Certificate of Authority to do business in Idaho and Certificate of Assumed
Business Name

State of Idaho

Office of the Secretary of State

**CERTIFICATE OF AUTHORITY
OF
IONEX COMMUNICATIONS NORTH, INC.**

File Number C 196891

I, BEN YSURSA, 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: December 24, 2012



Ben Yursa

SECRETARY OF STATE

By *Contha*



APPLICATION FOR CERTIFICATE OF AUTHORITY (For Profit) (Instructions on Back of Application)

2012 DEC 24 PM 12: 05

SECRETARY OF STATE STATE OF IDAHO

The undersigned Corporation applies for a Certificate of Authority and states as follows:

- 1. The name of the corporation is: Ionex Communications North, Inc.
2. The name which it shall use in Idaho is: Ionex Communications North, Inc.
3. It is incorporated under the laws of: South Dakota
4. Its date of incorporation is: 06/28/1993
5. The address of its principal office is: 2300 Main Street, Ste 340, Kansas City, MO 64108
6. The address to which correspondence should be addressed, if different from Item 5, is:
7. The street address of its registered office in Idaho is: 12550 W. Explorer Drive, Suite 100, Boise, ID 83713 and its registered agent in Idaho at that address is: Corporation Service Company

8. The names and respective business addresses of its directors and officers are:

Table with 3 columns: Name, Title, Business Address. Rows include Vincent M. Oddo (President/CEO), Christopher Aversano (Exec VP/COO), Christopher Bunce (Sr. VP/General Couns), Edward James III (Sr. VP/CFO), Holcombe T. Grean, Jr. (Director), and R. Kirby Godsay (Director).

Dated: 12/19/2012

Signature: [Handwritten Signature]

Typed Name: Christopher Bunce

Capacity: Sr. Vice President & General Counsel (The signer must be a director or an officer of the corporation.)

Customer Acct #: (if using pre-paid account) Secretary of State use only

grizaplmsicwp
someofmccsalsamony_graft.amd
Revised 05/2005

IDAHO SECRETARY OF STATE
12/24/2012 05:00
CR: NONE CT: 1157 BH: 1352719
1 @ 100.00 = 100.00 AUTH PRD # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

C196891



CERTIFICATE OF ASSUMED BUSINESS NAME

Pursuant to Section 53-504, Idaho Code, the undersigned submits for filing a certificate of Assumed Business Name.

Please type or print legibly.

Instructions are included on back of application.

1. The assumed business name which the undersigned use(s) in the transaction of business is:

Birch Communications

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name:

Name

Complete Address

Ionex Communications North, Inc.

2300 Main Street, Ste 340, Kansas City, MO 64108

3. The general type of business transacted under the assumed business name is:

- | | |
|--|--|
| <input type="checkbox"/> Retail Trade | <input type="checkbox"/> Transportation and Public Utilities |
| <input type="checkbox"/> Wholesale Trade | <input type="checkbox"/> Construction |
| <input checked="" type="checkbox"/> Services | <input type="checkbox"/> Agriculture |
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Mining |
| <input type="checkbox"/> Finance, Insurance, and Real Estate | |

4. The name and address to which future correspondence should be addressed:

Ionex Communications North, Inc.

2300 Main Street, Ste 340

Kansas City, MO 64108

Submit Certificate of Assumed Business Name and **\$25.00** fee to:

Secretary of State
 450 North 4th Street
 PO Box 83720
 Boise ID 83720-0080
 208 334-2301

5. Name and address for this acknowledgment copy is (if other than # 4 above):

Signature: _____

Printed Name: Christopher Bunce

Capacity/Title: Sr. Vice President & General Counsel

Signature: _____

Printed Name: _____

Capacity/Title: _____

Secretary of State use only

INSTRUCTIONS

Optional: If the document requires a correction, please list a telephone number where we can reach you.

816-300-1049

Filing a Certificate of Assumed Business Name does not give a business any specific right to the use of the name on the Certificate. Before filing, it might prove useful to have the Secretary of State's Office search the records for names which are identical or deceptively similar. Another business might already be using the name you wish to file; in many cases this would be a reason to select another name. **Please be aware that all filings with this office are public record and are available upon request and via the internet.**

When an Assumed Business Name filing is required:

- (1) Any person who proposes to or intends to transact business in Idaho under an assumed business name shall, before beginning to transact business, file with the Secretary of State a certificate of assumed business name.
- (2) An entity which is organized, registered or admitted to the state by filing its organizational document or qualification papers with the Secretary of State is not required to file a Certificate of Assumed Business Name, except when it conducts business under a name other than its true name which appears on its organizational document or qualification papers. Formally organized or registered entities include corporations, limited liability companies, limited partnerships and limited liability partnerships.
- (3) If an individual is using both his/her legal first and last name within the business name, filing of this certificate is not required.

One certificate must be filed per assumed business name. If an individual or business conducts business under more than one assumed name, it must file a separate certificate for each assumed business name it uses.

Line 1. Enter the assumed business name exactly as is used in conducting the business with the public. Please note that the business name shall not include words or abbreviations which falsely imply the existence of a formally organized or registered entity, such as "Inc.", "Corporation", "LLC", "Company", etc.

Line 2. Enter the name and address of each individual who has a financial interest. (Since this information is public record we advise you use a business address and NOT a home address.) For a formally organized entity, enter in item #2 the true name exactly as it appears on the organizational or registration document, and its principal business address.

Line 3. Check one or more boxes in item # 3. You MUST select one of the options that best describe your business. Do not make up your own category.

Line 4. Enter the address to which the Secretary of State should send future correspondence concerning this certificate.

Line 5. Acknowledgment address. If you want this certificate returned to a different address than listed on line 4, enter that address in line 5.

Signature. The certificate must be signed by an individual who has actual authority to bind the business to legal obligations. The signer must be identified by printing or typing his/her name below the signature and indicate in what capacity they sign (i.e. president, partner, manager, owner, etc.) Only one signature is required, but space has been provided for more than one signature.

Pursuant to Idaho Code § 67-910(6), the Secretary of State's Office may delete a business entity filing from our database if payment for the filing is not completed.

Mail or deliver to:

Office of the Secretary of State
450 N 4th Street
PO Box 83720
Boise ID 83720-0080

The filing fee is \$25.00.

If you have questions or need help, call the Secretary of State's office at (208) 334-2301.

PUBLIC VERSION

Exhibit B
Certified Copy of Articles of Incorporation

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

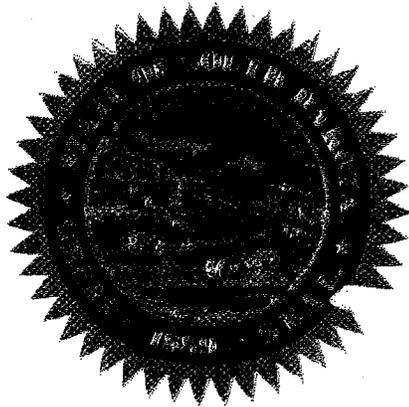
Department of State

United States of America, }

Secretary's Office

State of South Dakota }

This is to certify that the attached instrument of writing is a true, correct and examined copy of the Articles of Incorporation and all Amendments for IONEX COMMUNICATIONS NORTH, INC. filed with this office through April 14, 2006.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the state of South Dakota at the city of Pierre, the capital, this April 14, 2006.

Chris Nelson

Chris Nelson
Secretary of State

Fees, \$ 33.

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

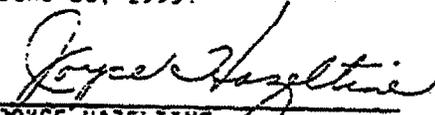
BUSINESS CORPORATION

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Articles of Incorporation of FIRSTEL, INC. duly signed and verified, pursuant to the provisions of the South Dakota Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issued this Certificate of Incorporation and attach hereto a duplicate of the Articles of Incorporation of FIRSTEL, INC.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this June 28, 1993.


JOYCE HAZELTINE
Secretary of State

9 0 0 7 - 5 7 5 - 0 0 0

RECEIVED
JUN 28 1993
Secretary of State

Filed this 28th day of June 1993

[Handwritten Signature]

ARTICLES OF INCORPORATION
OF
FIRSTEL, INC.

SECRETARY OF STATE

The undersigned, acting as incorporator of a corporation under the South Dakota Business Corporation Act, adopts the following Articles of Incorporation for such corporation:

ARTICLE I: The name of the corporation shall be FIRSTEL, INC.

ARTICLE II: The period of existence shall be perpetual.

ARTICLE III: The purposes for which the corporation is formed are to carry on and conduct a general corporate business for the buying, selling, leasing, reselling, operating, maintaining or otherwise engaging in long distance telecommunications of any type or kind; buying, selling and dealing in all kinds and forms of property, both real or personal, and the doing of any and all other business and contracting incidental thereto or connected therewith and the doing and performing of any and all actions and things necessary, proper, or incidental to such business; dealing in goods, wares and merchandise of all kinds; to borrow or lend money; to take by will or gift; and to engage in any lawful business or activity as authorized under the South Dakota Business Corporation Act.

ARTICLE IV: The aggregate number of shares which the corporation shall have the authority to issue is 1,000,000 shares of

9 0 7 . 3 7 3 0 9

common stock, each share having the par value of \$1.00 for a total authorized capital stock in the sum of \$1,000,000.00.

ARTICLE V: The address of the initial registered office is 303 3rd Street, Brandon, South Dakota 57005.

ARTICLE VI: The name of the initial registered agent at such address is Richard S. Law, 303 3rd Street, Brandon, South Dakota 57005.

ARTICLE VII: The number of directors of this corporation shall be not less than one nor more than five. The number of directors constituting the initial Board of Directors shall be one. The name and address of the initial Board is:

<u>NAME</u>	<u>ADDRESS</u>
Richard S. Law	303 3rd Street Brandon, SD 57005

ARTICLE VIII: The name and address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Richard S. Law	303 3rd Street Brandon, SD 57005

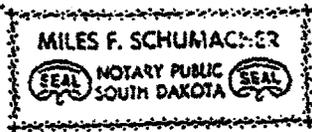
ARTICLE IX: The directors of this corporation shall not be liable, personally, for monetary damages for breach of fiduciary duty as a director, except for any breach of the director's duty of loyalty to the corporation or its shareholders for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, for any violation of SDCL §§47-5-15 to 47-5-19, inclusive, or for any transaction from which the director derived an improper personal benefit, all as set forth in SDCL §47-2-58.8.

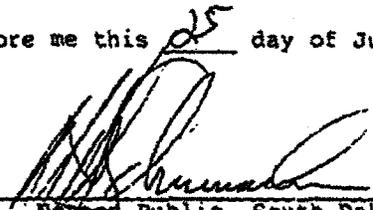
9 0 0 7 . 5 1 0 . 0 0

tion of a lawful business as set forth in said Articles and not for the purpose of enabling any corporation or corporations to avoid the provisions of SDCL Chapter 37-1, relating to unlawful trusts and combinations, and laws amendatory thereto.


Richard S. Law

Subscribed and sworn to before me this 25 day of June, 1993




Notary Public, South Dakota

(SEAL)

My Commission Expires 4-1-98

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, RICHARD S. LAW, hereby give my consent to serve as the registered agent for FIRSTEL, INC.

Dated June 25, 1993.


Richard S. Law

Receipt No 320934

Filed at Request of

File No DB033181

CHRISTOPHERSON BAILIN & ANDERSON
MILES SCHUMACHER
509 SOUTH DAKOTA AVENUE
SIOUX FALLS SD 57102

ART OF INC
OF

FIRSTEL, INC.

1,000,000 @ \$1.00

State of South Dakota

Office of Secretary of State

Filed in the office of the Secretary of State on
the 28th day of JUNE 19 93

Joyce Hazlett
Secretary of State

By _____
Deputy

Fee Received \$100

93072370409

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL
PIERRE, S.D. 57501-5077
605-773-4843

**STATEMENT OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH**

File Date: _____
Receipt No.: _____

FILING FEE: \$5 in addition to annual report fee

Pursuant to the provisions of the South Dakota Corporation Acts, the undersigned corporation submits the following statement for the purpose of changing its registered office and/or its registered agent in the state of South Dakota.

1. The name of the corporation is Firstel, Inc.
2. The previous street address, or a statement that there is no street address, of its registered office 303 3rd Street Brandon, SD ZIP + 4 57005-1255
3. The street address, or a statement that there is no street address, to which the registered office is to be changed is 110 S. Phillips Avenue #202
Sioux Falls, SD ZIP + 4 57102
4. The name of its previous registered agent is Richard S. Law
5. The name of its successor registered agent is Fred L. Thurman
* The Consent of Registered Agent below must be completed by the new agent.
6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.
7. This change has been authorized by resolution duly adopted by the board of directors.

The statement must be signed by the chairman of the board of directors, or by its president, or by another of its officers in the presence of a notary public.

Date 8-26 19 94

[Signature]
(signature)
President
(title)

STATE OF South Dakota
COUNTY OF Minnehaha ss

I, Cynthia K. Johnson, a notary public, do hereby certify that on this 26th day of August 19 94, personally appeared before me Fred L. Thurman who, being by me first duly sworn, declared that he/she is the President of Firstel, Inc. that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

My Commission Expires 2-27-97

[Signature]
Notary Public

(Notarial Seal)

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, Fred L. Thurman, hereby give my consent to serve as the
(name of registered agent)
registered agent for Firstel, Inc.
(corporate name)

Dated 8-26 19 94

[Signature]
(signature)

1901292.0136

RECEIVED

NOV 16 1998

S.D. SEC. OF STATE

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL
PIERRE, SD 57501-5070
605-773-4845

STATEMENT OF CHANGE OF
REGISTERED OFFICE, OR REGISTERED AGENT, OR BOTH

FILING FEE: \$10

Pursuant to the provisions of the South Dakota Corporation Acts, the undersigned corporation submits the following statement for the purpose of changing its registered office and/or its registered agent in the state of South Dakota.

- The name of the corporation is FIRSTEL, INC. DB 33181
- The previous street address, or a statement that there is no street address, of its registered office 110 S. Phillips Ave. 202, Sioux Falls, SD 57104-6727 ZIP + 4 _____
- The street address, or a statement that there is no street address, to which the registered office is to be changed is c/o C T CORPORATION SYSTEM, 319 S. Corbeau Street, ZIP + 4 57501
Pierre, SD
- The name of its previous registered agent is Thurman, Fred L.
- The name of its successor registered agent is * C T CORPORATION SYSTEM
*The Consent of Registered Agent below must be completed by the new agent. Filed this 16th day of NOV 19 98
- The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.
- This change has been authorized by resolution duly adopted by the board of directors.

This statement may be signed by the chairman of the board of directors, by its president or by another officer in the presence of a notary public.

Date Oct. 13 19 98

William H. Zimmerman
(Signature)
Secretary
(Title)

STATE OF Missouri
COUNTY OF St. Louis ss

I, JACQUES SONNBERG a notary public, do hereby certify that on this 13 day of October 19 98 personally appeared before me William H. Zimmerman who, being by me first duly sworn, declared that he/she is the Secretary of FIRSTEL, INC. that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

My Commission Expires Aug 27, 2003
(Notarial Seal) Jacques Sonnberg
Notary Public

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, C T CORPORATION SYSTEM hereby give my consent to serve as the
(name of registered agent)
registered agent for FIRSTEL, INC.
(corporate name)
Dated 11/11 19 98
By: [Signature]
(signature of registered agent)

(S.D. - 1692 - 7/29/97)

J. L. Miles, Asst. Secretary
Revised 6/97

NON-CONFIDENTIAL

RECEIPT NO. 7-13-1

9301292.0196
17/13/99

FILE NO. DB033181

FEE RECEIVED: \$ 10.00

STATEMENT OF CHANGE
OF
FIRSTEL, INC.

Stock:

Filed at the Request of:
MARNE J HOFFMAN
CT CORPORATION SYSTEM
120 SOUTH CENTRAL AVE
CLAYTON MD 63105

State of South Dakota ss
Office of the Secretary of State

Filed in the office of the Secretary of
State on November 16, 1998

JOYCE HAZELTINE
Secretary of State

By _____
Deputy

1

5711700

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

Certificate of Amendment

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Articles of Amendment to the Articles of Incorporation of **FIRSTEL, INC.** changing its name to **IONEX COMMUNICATIONS NORTH, INC.** duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Amendment to the Articles of Incorporation and attach hereto a duplicate of the Articles of Amendment.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this March 30, 2000.



A handwritten signature in cursive script, reading "Joyce Hazeltine".

Joyce Hazeltine
Secretary of State



0005301.0198
5/11/00

RECEIVED

MAR 30 2000

RETURN TO
SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL
PIERRE, SD 57501-5070
605-773-4845

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION

S.D. SEC. OF STATE

Pursuant to the provisions of SDCL 47-2-9, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is FirsTel, Inc.

2. The following amendment of the Articles of Incorporation was adopted by the shareholders of the corporation on March 27, 19 2000, in the manner prescribed by the South Dakota Corporation Act:

OR

No shares have been issued and the following amendment was adopted by the Board of Directors on , 19 .

RESOLVED, that the Articles of Incorporation of the Corporation be amended so that Article FIRST thereof shall read in its entirety as follows:

"FIRST: The name of the corporation is: Ionex Communications North, Inc."

Filed this 30th day of March 2000
J. [Signature]
SECRETARY OF STATE

3. The number of shares of the corporation outstanding at the time of such amendment was 1,064.14 and the number of shares entitled to vote thereon was 1,064.14.

4. The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:
Class: Common Number of shares: 1,064.14

5. The number of shares voted for such amendment was 1,064.14
The number of shares voted against such amendment was 0

The number of shares of each class entitled to vote thereon as a class voted for and against such amendment was:

Class: Common Number of shares:
For: 1,064.14 Against: 0

*dlb 23/161
871974
871975*



0005301.0198

6. The manner, if not set forth in such amendment, in which ~~any~~ change, reclassification or cancellation of issued shares provided for in the amendment shall be effected, is as follows:

--NA--

7. The manner in which such amendment effects a change in the amount of stated capital, and a statement expressed in dollars, of the amount of stated capital as changed by such amendment.

--KA--

To be signed in the presence of a notary public by either the chairman of the board of directors, or by the president or any other officer.

FIRSTEL, INC.

Dated March 27, 192000

By: --REFER TO ATTACHED PAGE FOR SIGNATURE/NOTARY--
(Signature)

(Title)

State of _____
County of _____

On this _____ day of _____, 19____, before me _____
personally appeared _____, known to me, or proved to me,
to be the _____ of the corporation that is described in and that
executed the within instrument and acknowledged to me that such corporation executed same.

Notarial Seal

My Commission Expires:

Notary Public

FILING FEE: \$20

1. Please list EXACT corporate name in number one.
 2. Complete signatures and titles of the officers signing for the corporation.
 3. Complete notary verification.
- An ORIGINAL and ONE EXACT COPY of the Articles of Amendment must be submitted

SOS CRP 455 09/90



9005301.0190
5/11/00

SIGNATURE PAGE
TO
ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION

-FIRSTEL, INC.-

FIRSTEL, INC.

By: [Signature]

Name:

Title: CEO

STATE OF TEXAS
COUNTY OF DALLAS

On this 27th day of March, 2000, before me personally appeared
MARK BROWN, known to me, or proved to me, to be the
CEO of the corporation that is described in and that executed the within
instrument and acknowledged to me that such corporation executed same.



[Signature]
Notary Public

My Commission Expires

4834486 1 32300 1037C 00621330

-SOUTH DAKOTA--
--1 execution copy--





0005301.0198
5/11/00

Receipt Number: 871974, 871975
File Number DB033181

ART OF AMENDMENT

For

FIRSTEL, INC. changing its name to IONEX COMMUNICATIONS NORTH, INC.

Filed at the request of:

**CT CORPORATION
GENE MAYER
319 S COTEAU ST
Pierre SD 57501**

***State of South Dakota
Office of the Secretary of State***

Filed in the office of the Secretary of State on: Thursday, March 30, 2000


Secretary of State

Fee Received: \$20

325 141 10/23/2003

Receipt Number: 1224199

File Number **DB033181**



STATEMENT_OF_CHANGE

For

IONEX COMMUNICATIONS NORTH, INC.

Filed at the request of:

CSC
PO BOX 591
WILMINGTON DE 19899

*State of South Dakota
Office of the Secretary of State*

Filed in the office of the Secretary of State on: **Thursday, July 03, 2003**



Secretary of State

Fee Received: \$10.00

325 141 10/23/2003
SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL AVE.
PIERRE, S.D. 57501
605-773-4845

03035181

STATEMENT OF CHANGE OF REGISTERED OFFICE,
OR REGISTERED AGENT, OR BOTH
FILING FEE: \$10

Pursuant to the provisions of the South Dakota Corporation Acts, the undersigned corporation submits the following statement for the purpose of changing its registered office and/or its registered agent in the state of South Dakota.

RECEIVED

1. The name of the corporation is IONEX COMMUNICATIONS NORTH, INC.

JUL 3 '03

2. The previous street address, or a statement that there is no street address, of its registered office 319 South Coteau Street, Pierre, SD ZIP 57501-3108 S.D. SEC. OF STATE

3. The street address, or a statement that there is no street address, to which the registered office is to be changed is 503 South Pierre Street
Pierre, SD ZIP 57501 Filed this 3 day of

4. The name of its previous registered agent is C T Corporation System July 2003

5. The name of its successor registered agent is * Corporation Service Company Ch. Martin

* The Consent of Registered Agent below must be completed by the new agent. SECRETARY OF STATE

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. This change has been authorized by resolution duly adopted by the board of directors.

This statement may be signed by the chairman of the board of directors, by its president or by another of its officers in the presence of a notary public.

Date June 27, 2003

Anne Martin

(Signature)
Anne Martin, Attorney in Fact
(Title)

STATE OF DELAWARE
COUNTY OF NEW CASTLE

I, Elizabeth A. Dawson, a notary public, do hereby certify that on this 27th day of June, 2003, personally appeared before me Anne Martin who, being by me first duly sworn, declared that he/she is the Attorney in Fact of IONEX COMMUNICATIONS NORTH, INC. that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

May 17, 2005
My Commission Expires

Elizabeth A. Dawson

(Notary Public)
Elizabeth A. Dawson

Notarial Seal

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, Corporation Service Company, hereby give my consent to serve as the
(name of registered agent)

registered agent for IONEX COMMUNICATIONS NORTH, INC.
(corporate name)

Dated June 27, 2003
By: Sylvia Queppet
(signature of registered agent)

Sylvia Queppet, Asst. Vice President

325 141 10/23/20034

STATE OF)
COUNTY OF)

POWER OF ATTORNEY

NOTICE IS HEREBY GIVEN THAT Gregory C. Lawhon, the Senior Vice President, Secretary and General Counsel of Birch Telecom, Inc. ("the Company"), a Corporation established under the laws of DE, and of the subsidiary entities shown on the list appended hereto, does hereby appoint Anne Martin and Maureen Cullen attorneys-in-fact for the Company and for the subsidiary entities, to act for the Company and for the subsidiary entities and in the name of the Company and of the subsidiary entities for the limited purposes authorized herein.

The Company and the subsidiary entities having taken all necessary steps to authorize the changes and the establishment of this Power of Attorney, hereby grants its attorneys-in-fact the power to execute the documents necessary to change the Company's and the subsidiary entities' registered agent and registered office, or the agent and office of similar import, in any jurisdiction.

In the execution of any documents necessary for the purposes set forth herein, Anne Martin shall exercise the power of Vice President and Maureen Cullen shall exercise the power of Secretary, or, in the case of entities having managers or other positions of authority rather than officers such as Vice President or Secretary, the named individuals shall act in such office and with such authority as is required to effect the changes herein contemplated.

This Power of Attorney expires upon the completion and filing of the documents necessary to effect the changes in registered agent and registered office addresses contemplated herein, or when revoked by Gregory C. Lawhon, which ever shall occur first.

IN WITNESS WHEREOF the undersigned has executed this Power of Attorney on this 29th day of May 2003.

Birch Telecom, Inc.

BY: Gregory C. Lawhon
Gregory C. Lawhon
Senior Vice President, Secretary and General Counsel

Subscribed and sworn to before me this 29th day of May, 2003.

Barbara P. Fillingier
Notary Public

BARBARA P. FILLINGER
Notary Public-Notary Seal
State Of Missouri
Commissioned In Jackson County
My Commission Expires June 8, 2004

325 147 10/23/2003

NAME OF ENTITY

BIRCH TELECOM, INC.

IONEX COMMUNICATIONS, INC.

IONEX COMMUNICATIONS NORTH, INC.

IONEX COMMUNICATIONS SOUTH, INC.

TELECOM RESOURCES, INC.

Receipt Number: _____

File Number **DB033181**



ARTICLES_OF_AMENDMENT

For

IONEX COMMUNICATIONS NORTH, INC.

Filed at the request of:

**MARILYN PERSON
819 W THIRD
Pierre SD 57501**

*State of South Dakota
Office of the Secretary of State*

Filed in the office of the Secretary of State on: **April 14, 2006**



Secretary of State

Fee Received: \$50

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

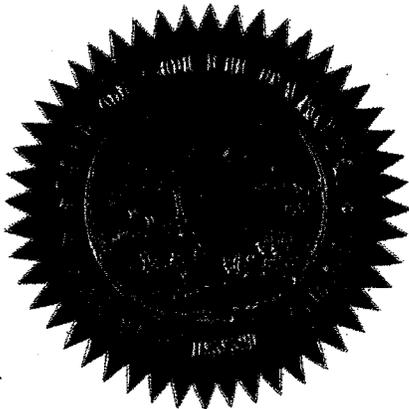
Certificate of Amendment

ORGANIZATIONAL ID #: DB033181

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Articles of Amendment to the Articles of Incorporation of **IONEX COMMUNICATIONS NORTH, INC.** duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Amendment to the Articles of Incorporation and attach hereto a duplicate of the Articles of Amendment.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this April 14, 2006.



Chris Nelson

Chris Nelson
Secretary of State

RECEIVED
APR 14 06
S.D. SEC. OF STATE

Filed this 14th day of April, 2006
Chris Nelson
SECRETARY OF STATE

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
IONEX COMMUNICATIONS NORTH, INC.

Adopted in accordance with the provisions
of SDCL 47-1A-1008

It is hereby certified that:

FIRST: The original Articles of Incorporation of Firstel, Inc. (the "Corporation") were filed with the Secretary of State of the State of South Dakota on June 28, 1993. Articles of Amendment to the Articles of Incorporation of the Corporation were filed with the Secretary of State of the State of South Dakota on March 30, 2000, changing the name of the Corporation from "Firstel, Inc." to "Ionex Communications North, Inc."

SECOND: These Articles of Amendment amend the provisions of the Amended Articles of Incorporation of the Corporation, and were duly adopted pursuant to the Corporation's Plan of Reorganization as filed with the United States Bankruptcy Court for the District of Delaware and confirmed by such court as of March 30, 2006 (the "Plan") pursuant to Chapter 11 of Title 11 of the United States Code and otherwise in accordance with SDCL. 47-1A-1008.

THIRD: The Amended Articles of Incorporation are hereby amended as follows:

- 1. Adding the following Article to the end of such document:

"ARTICLE XII: The issuance of nonvoting equity securities shall be prohibited pursuant to Section 1123(a)(6) of title 11 of the United States Code, as amended."

FOURTH: Except as specifically set forth in these Articles of Amendment, the terms of the Amended Articles of Incorporation shall not be changed by these Articles of Amendment and shall remain in full force and effect.

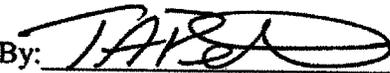
[SIGNATURE PAGE FOLLOWS]

2/10 33181

IN WITNESS WHEREOF, I have subscribed this document on the date set forth below and do hereby affirm, under the penalties of perjury, that the statements contained therein have been examined by me and are true and correct.

Date: April 13th 2006

IONEX COMMUNICATIONS NORTH, INC.

By: 
Name: Thomas A. Peterson
Title: Senior Vice President, Chief
Financial Officer & Treasurer

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
IONEX COMMUNICATIONS NORTH, INC.

Adopted in accordance with the provisions
of SDCL 47-1A-1008

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By: 
Name: Thomas A. Peterson
Title: Senior Vice President, Chief
Financial Officer & Treasurer

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

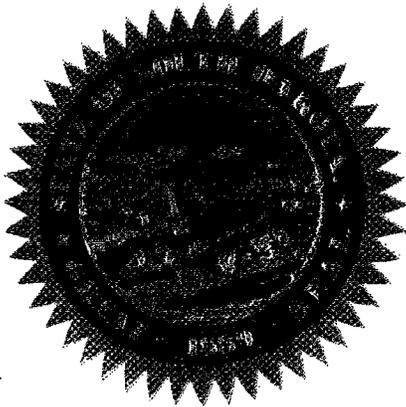
Certificate of Amendment

ORGANIZATIONAL ID #: DB033181

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Chris Nelson

Chris Nelson
Secretary of State

RECEIVED
APR 14 06
GO. SEC. OF STATE

Filed this 14th day of
April, 2006
Eric Nelson
SECRETARY OF STATE

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
IONEX COMMUNICATIONS NORTH, INC.

Adopted in accordance with the provisions
of SDCL 47-1A-1008

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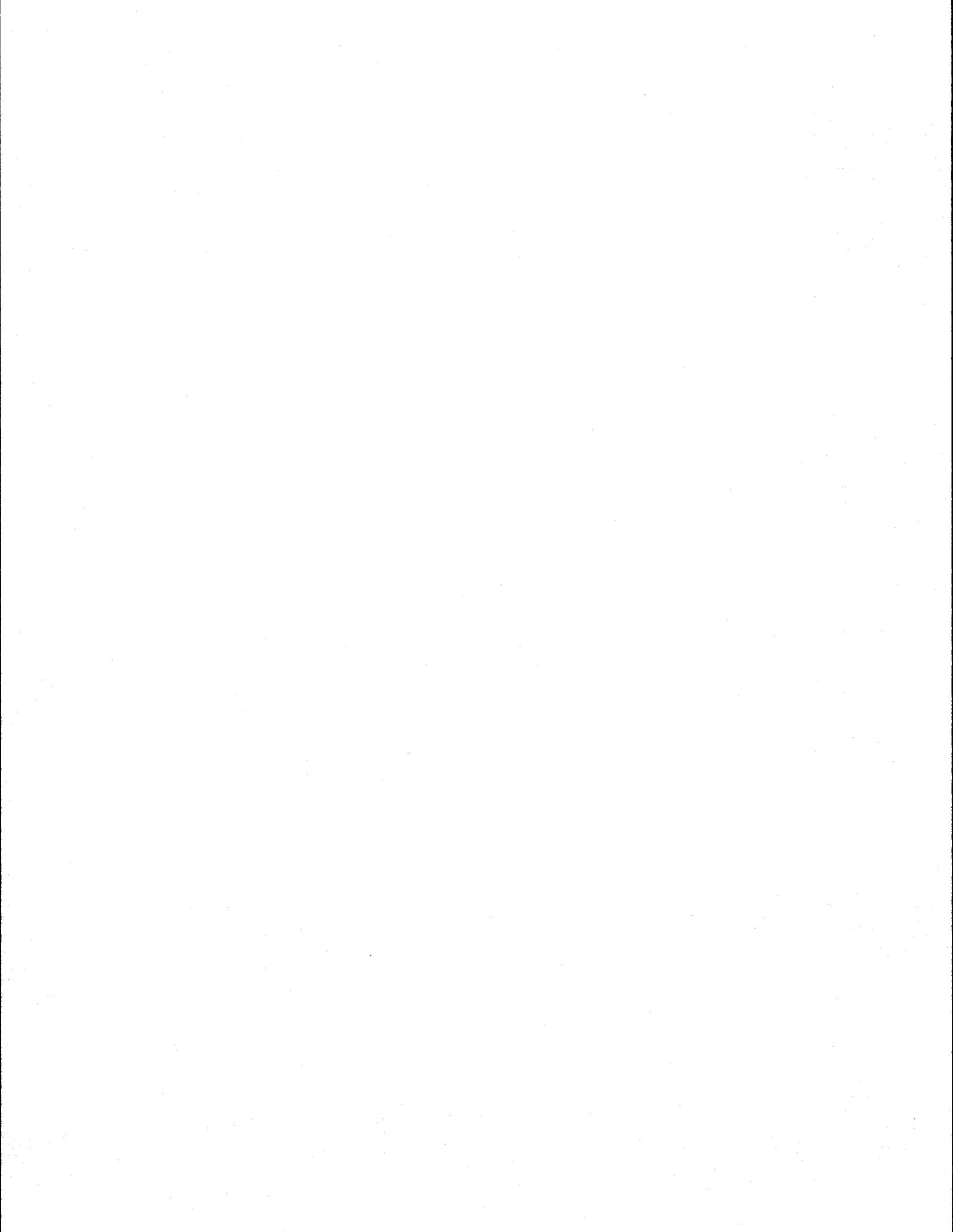
2/20/06 33181

IN WITNESS WHEREOF, I have subscribed this document on the date set forth below and do hereby affirm, under the penalties of perjury, that the statements contained therein have been examined by me and are true and correct.

Date: April 13th 2006

IONEX COMMUNICATIONS NORTH, INC.

By: 
Name: Thomas A. Peterson
Title: Senior Vice President, Chief
Financial Officer & Treasurer



Jonex Communications
North, Inc.

NEW BYLAWS DATED FEBRUARY 18, 1998

OF

FIRSTEL, INC.

ARTICLE I

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located at such place, within the State of South Dakota, as the Board of Directors shall designate from time to time.

Section 2. Other Offices. The Corporation may also have offices at such other places both within or without the State of South Dakota as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS

Section 1. Place of Meetings. All meetings of the shareholders shall be held within or without the State of South Dakota at such place as may be designated from time to time by the Board of Directors.

Section 2. Annual Meetings. A meeting of shareholders shall be held annually for the purpose of the election of directors and to transact such other business as may be properly brought before the meeting shall be held at 1:00 p.m. on the 1st Wednesday of March. If such day is a legal holiday, then the annual meeting will be held on the next business day.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting shall be given to each shareholder entitled to vote thereat not less than ten (10) nor more than fifty (50) days before the day of the meeting.

Section 4. List of Shareholders Entitled to Vote. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of shareholders, a complete list of shareholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each shareholder. Such list shall be kept on file at the registered office or principal place of business of the Corporation and shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the election. The list shall be produced and kept at the time and place of election during the whole time thereof, and shall be subject to the inspection of any shareholder who may be present.

Section 5. Call of Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called at any time by the president, or by the Board of Directors, or shall be called by the president at the request of the holders of not less than twenty percent (20%) of the shares entitled to vote at the meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Notice of Special Meeting. Written notice of a special meeting of shareholders, stating the time, place and object thereof, shall be given to each shareholder entitled to vote thereat, not less than ten (10) nor more than fifty (50) days before the date fixed for the meeting.

Section 7. Transactions at Special Meeting. Business transacted at any special meeting of the shareholders shall be limited to the purposes stated in the notice.

Section 8. Quorum. The holders of a majority of the capital stock issued and outstanding and entitled to a vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the holder of a majority of such shares entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 9. Voting at Meetings of Shareholders. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Vote in Person or by Proxy. Each shareholder shall at every meeting of the shareholders be entitled to one (1) vote in person or by proxy for each share of the capital stock having voting power held by such shareholder, but no proxy shall be voted on after eleven (11) months from its date, unless the proxy provides for a longer period.

Section 11. Consent of Shareholders in Lieu of Meeting. Any action required or permitted by the provisions of the statutes to be taken at any annual or special meeting of shareholders of the Corporation, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of all of the outstanding stock entitled to vote thereon were present and voted.

ARTICLE III

DIRECTORS

Section 1. Number and Qualifications. The number of directors of the Corporation shall be at least one (1) and no more than three (3); each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified. The number of directors elected to the Board of Directors of the Corporation may be increased or decreased from time to time by amendment to the Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. In the absence of a bylaw fixing the number of directors, the number shall be the same as that stated in the Articles of Incorporation. Directors need not be shareholders.

Section 2. Election and Vacancies. At each annual meeting, the shareholders shall elect by ballot the members of the Board of Directors. Each person named in the Articles of Incorporation as a director shall hold office until the first annual meeting of the shareholders or until his successor shall have been elected by the shareholders, unless he shall have been removed by the shareholders. Each director elected thereafter shall hold office for a term of one (1) year and thereafter until his successor shall have been elected and qualified, unless he shall be removed by action of the shareholders. Whenever any vacancy on the Board of Directors shall occur for any reason, a majority of the remaining directors then in office, even if that majority is less than a majority of the entire Board of Directors, may fill the vacancy or vacancies so created until a successor or successors shall be duly elected by the shareholders and shall qualify.

Section 3. Power to Manage Corporation. The business of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 4. Creation of Committees. The Board of Directors may by resolution passed by a majority of the Board create one or more committees, each committee to consist of one or more directors of the Corporation. To the extent provided by the Board of Directors, each committee may exercise all the powers and authority of the Board so granted and may authorize the seal of the Corporation to be affixed to all papers which so require. However, the committee(s) may not be empowered to amend the Articles of Incorporation or the Bylaws of the Corporation, adopt an agreement of consolidation or merger, recommend to the shareholders the sale, lease, or exchange of all or substantially all of the Corporation's assets, recommend to the shareholders a dissolution or revocation of dissolution, declare a dividend, or authorize the issuance of stock. In the absence or disqualification of a member of a committee, the member(s) thereof present at the meeting and qualified to vote, whether or not those present constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of the absent or disqualified member.

Section 5. Place of Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of South Dakota.

Section 6. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board, but not less often than annually.

Section 7. Special Meetings. Special meetings of the Board may be called by the president or any two directors. Written notice of the special meeting, stating the time, and in general terms the purpose or purposes thereof, shall be mailed, telecopied or personally delivered to each director on at least two (2) day's notice.

Section 8. Telephonic Meetings. Members of the Board of Directors may participate in any regular or special meeting of the Board of Directors, or of any committee of the Board, by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 8 will constitute presence in person at such meeting.

Section 9. Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 10. Action Without Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE IV

NOTICES

Section 1. Notice to Shareholders. Notices to shareholders shall be in writing and delivered, mailed or telecopied to the shareholders at their addresses on the books of the Corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed, postage prepaid. Notice given by telecopy shall be deemed to be given at the time the telecopy is dispatched.

Section 2. Notice to Directors. Notices to directors may be oral or written, and if in writing must be delivered, mailed or telecopied to the directors at their addresses appearing on the books of the Corporation. Notice given by mail shall be deemed to be given at the time when the same shall be mailed. Notice given by telecopy shall be deemed to be given at the time the telecopy is dispatched. Notice may be given by telephone.

cc

Section 3. Written Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V

OFFICERS

Section 1. Officers Shall be Chosen by Directors. The officers of the Corporation shall be elected by the Board of Directors and shall be a president and a secretary. The Board of Directors may also choose a Chairman of the Board of Directors, vice presidents, a treasurer, assistant secretaries and assistant treasurers. Any two (2) or more offices may be held by the same person.

Section 2. Election at Directors' Organization Meeting. The Board of Directors shall after each annual meeting of shareholders shall elect a president and a secretary.

Section 3. Appointment of Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

cc

Section 4. Compensation. The compensation of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. Tenure. The officers of the Corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the members of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 6. Chairman of the Board. The Chairman of the Board shall be the chief executive officer of the Corporation and shall preside at all meetings of the stockholders. The Chairman of the Board shall see that all orders and resolutions of the Board of Directors are carried into effect and shall have such authority and perform such duties as are normally exercised and performed by the chief executive officer of a corporation. The Chairman of the Board shall sign or countersign or authorize others to sign certificates, contracts and other instruments of the Corporation. The Chairman of the Board shall have the authority assigned herein to a treasurer unless the Board of Directors elects a treasurer. In the absence of direction by the Board of Directors to the contrary, the Chairman of the Board shall have the power to vote all securities held by the Corporation and to issue proxies therefor.

Section 7. President. The president shall have general and active management of the business of the Corporation. The president shall also perform such duties as are delegated to him by the Chairman of the Board and the Board of Directors.

Section 8. Vice President. A vice president shall have such powers and perform such duties as may be assigned by the Board of Directors, the Chairman of the Board, or the president. In the absence or disability of the president, the vice president designated by the Board of Directors or the president shall perform the duties and exercise the powers of the president.

Section 9. The Secretary. The secretary shall be under the supervision of the Board of Directors. The secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the shareholders and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or Chairman of the Board. The secretary shall have custody of the corporate seal of the Corporation and the secretary, or an assistant secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed it may be attested by the signature of the secretary or of such assistant secretary. The Board of Directors may give general authority to any other officer or committee to affix the seal of the Corporation and to attest the affixing by his signature.

Section 10. Assistant Secretaries. An assistant secretary shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 11. The Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the treasurer shall give the Corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the Corporation, in case of the death, resignation, retirement or removal from office of the treasurer, of all books, papers, vouchers, money and other property of whatever kind in the possession of or under the control of the treasurer belonging to the Corporation.

Section 12. Assistant Treasurer. An assistant treasurer shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time

to time prescribe. If required by the Board of Directors, the assistant treasurer shall give the Corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the Corporation, in case of the death, resignation, retirement or removal from office of the assistant treasurer, of all books, papers, vouchers, money and other property of whatever kind in the possession of or under the control of the assistant treasurer belonging to the Corporation.

Section 13. Delegation of Power. In case of absence of any officer of the Corporation or for any other reason that the Board of Directors may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer, director, or committee for the time being, provided a majority of the entire Board concurs therein.

ARTICLE VI

CAPITAL STOCK

Section 1. Certificate of Stock. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the president or a vice president and the secretary or an assistant secretary of the Corporation certifying the number of shares owned by him in the Corporation. Any or all of the foregoing signatures may be facsimile.

Section 2. Fixing Record Date. The Board of Directors may fix in advance a date not exceeding fifty (50) days preceding the date of any meeting of shareholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of shareholders for any purpose, as a record date for the determination of the shareholders entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such shareholders and only such shareholders as shall be shareholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividends, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

Section 3. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of South Dakota.

Section 4. Issuance of New Stock. The Corporation shall not have authority to issue additional stock or bonds, notes or debentures convertible into stock, or warrants or rights to subscribe to stock except in the quantity and amount approved and to the person or persons to whom issuance is approved by the affirmative vote of a majority of the members of the Board of Directors of the Corporation, or by the affirmative vote of the holders of a majority of the common stock outstanding.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock.

Section 2. Seal. Any seal of the Corporation may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments. These Bylaws may be made, altered, amended or repealed, at any regular or special meeting of the Board of Directors, unless reserved to the shareholders by the Articles of Incorporation.

State of South Dakota



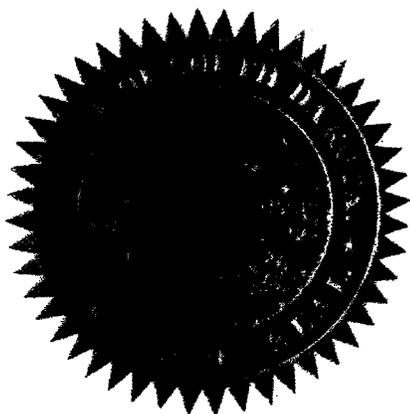
OFFICE OF THE SECRETARY OF STATE

Certificate of Amendment

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Articles of Amendment to the Articles of Incorporation of **FIRSTEL, INC. changing its name to IONEX COMMUNICATIONS NORTH, INC.** duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Amendment to the Articles of Incorporation and attach hereto a duplicate of the Articles of Amendment.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this March 30, 2000.



Joyce Hazeltine
Secretary of State

BY-LAWS OF
FIRSTEL, INC.

*Superseded
2-18-98*

ARTICLE I - NAME AND LOCATION

Section 1. The name of this corporation shall be FIRSTEL, INC.

Section 2. The principal office of the corporation shall be located at Sioux Falls, South Dakota. The corporation may have such other offices, either within or without the State of South Dakota, as the Board of Directors may designate or as the business of the corporation may require from time to time.

Section 3. The registered office of the corporation required by the South Dakota Business Corporation Act to be maintained in the State of South Dakota may be, but need not be, identical with the principal office in the State of South Dakota, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II - SHAREHOLDERS

Section 1. ANNUAL MEETING. The annual meeting of the shareholders shall be held on the 1st Wednesday in the month of March in each year, beginning with the year 1994 at the hour of 1:00 o'clock P.M. for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of South Dakota, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any

annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held in a special meeting of the shareholders as soon thereafter as conveniently may be.

Section 2. SPECIAL MEETINGS. Special meetings of the shareholders for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than twenty per cent of the outstanding shares of the corporation entitled to vote at the meeting.

Section 3. PLACE OF MEETING. The Board of Directors may designate any place, either within or without the State of South Dakota, as the place of meeting for any Annual Meeting or any Special Meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of South Dakota, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of South Dakota.

Section 4. NOTICE OF MEETING. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each share-

holder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 5. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period not to exceed, in any case, fifty days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than fifty days, and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the

meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

Section 6. VOTING LISTS. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

Section 7. QUORUM. A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented

at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 8. PROXIES. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. VOTING OF SHARES. Subject to the provisions of Section 11 of this Article II, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

Section 10. VOTING OF SHARES BY CERTAIN HOLDERS. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of the shares into his name. Shares standing

in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to the corporation or held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

Section 11. CUMULATIVE VOTING. At each election of Directors every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are Directors to be elected and for whose election he has a right to vote, or to cumulate his votes by giving one candidate as many votes as the number of such directors multiplied by the number of his shares shall equal, or by distributing such votes on the same principle among any number of candidates.

Section 12. INFORMAL ACTION BY SHAREHOLDERS. An action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III - BOARD OF DIRECTORS

Section 1. GENERAL POWERS. The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors of the corporation shall be at least one and no more than five; each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified. The number of directors elected to the Board of Directors of the corporation shall not be increased or decreased except upon the vote of no less than two-thirds of the directors. Directors need not be residents of the State of South Dakota or shareholders of the corporation.

Section 3. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of South Dakota, for the holding of additional regular meetings without other notice than such resolution.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call

special meetings of the Board of Directors may fix any place, either within or without the State of South Dakota, as the place for holding any special meeting of the Board of Directors called by them.

Section 5. NOTICE. Notice of any special meeting shall be given at least two days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is now lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. QUORUM. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall

be the act of the Board of Directors.

Section 8. VACANCIES. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose.

Section 9. COMPENSATION. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 10. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 11. EXECUTIVE COMMITTEE. The directors may, by resolution, appoint members of the Board of Directors as an executive committee to manage the business of the corporation during the interim between meetings of the Board.

Section 12. ACTION BY DIRECTORS WITHOUT A MEETING. Any action required to be taken at a meeting of the directors of this corporation or any action which may be taken at a meeting of directors may be taken without a meeting if a consent in writing setting forth the action so to be taken, shall be signed before such action by all of the directors. Such consent shall have the same effect as a unanimous vote.

ARTICLE IV - OFFICERS

Section 1. NUMBER. The officers of the corporation shall be a President, one or more Vice Presidents, the number thereof to be determined by the Board of Directors, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

Such officers need not be members of the Board of Directors or shareholders in the corporation. Any two or more offices may be held by the same person.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at

such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. REMOVAL. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. PRESIDENT. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws

to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. THE VICE PRESIDENTS. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President, or in the event there be more than one vice president, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary or an Assistant Secretary, certificates for shares of the corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. THE SECRETARY. The secretary shall: (a) Keep the minutes of the shareholders and of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the secretary by

such shareholder; (e) sign with the President, or a Vice President, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. THE TREASURER. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for money due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these by-laws; and (b) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The assistant secretaries, when authorized by the Board of Directors, may sign with the President or a Vice President certificates for shares of the corporation, the issuance of which shall have been authorized by a resolution of the Board of

Directors. The assistant treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned by them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

Section 10. SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the corporation.

ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. LOANS. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the cor-

poration and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI - CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1. CERTIFICATES FOR SHARES. Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

Section 2. TRANSFER OF SHARES. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to

transfer, or by his attorney thereunto authorized by Power of Attorney duly executed and filed with the Secretary of the corporation and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

Section 3. All stock issued by this corporation shall be fully paid and nonassessable.

Section 4. DESIGNATION OF SHARES. Every certificate representing shares of the corporation shall designate on the face of such certificate the type of stock whether common or preferred, and if preferred, shall set forth thereon the variations in the relative rights and preferences thereof as determined by the Board of Directors.

Section 5. All shares of stock of the corporation shall be subject to the terms and conditions of any stockholders agreement entered into by the stockholders of the corporation and approved by the Board of Directors of this corporation and such condition shall be noted on the face of all shares of stock.

ARTICLE VII - FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE VIII - DIVIDENDS

The Board of Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law, but no

dividends will be paid out that will impair the capital of the corporation, or will curtail the effective operation of the business.

ARTICLE IX - SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, South Dakota."

ARTICLE X - WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of these by-laws or under the provisions of the South Dakota Business Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI - AMENDMENTS

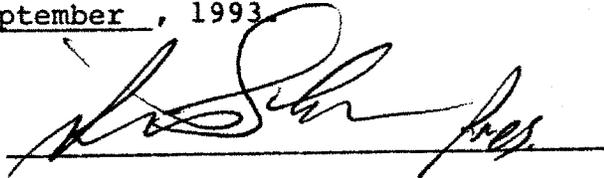
These By-laws may be altered, amended or repealed and new By-laws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

WRITTEN ASSENT OF DIRECTORS TO BY-LAWS

I, the undersigned, being the director of FIRSTEL, INC., a corporation organized under the laws of the State of South Dakota, do hereby in writing assent to the above, foregoing and annexed By-laws as the duly adopted By-laws of the said FIRSTEL, INC. The purpose and effect hereof is that by this assent the

annexed By-laws become and are the By-laws of the said FIRSTEL,
INC. without any other or further action whatsoever.

Dated this 10th day of September, 1993.



A handwritten signature in cursive script, written over a horizontal line. The signature is difficult to decipher but appears to be a name followed by a title or initials.

Exhibit C
Names and addresses of Officers and Directors

Directors & Officers

Dr. R. Kirby Godsey, Chairman of the Board

Vincent Oddo, President & CEO

Chris Aversano, Chief Operating Officer and Executive Vice President

Edward James, Chief Financial Officer and Senior Vice President

Christopher Ramsey, Senior Vice President - Chief Sales & Marketing Officer

Chris Bunce, Senior Vice President, Legal, and General Counsel

Tom Stachowiak, Vice President, Information Technology

The address for all Directors and Officers is:

3060 Peachtree Road, NW, Suite 1065
Atlanta, GA 30305

Exhibit D
Financial Statements – TRADE SECRET

This page allegedly contains trade secrets or confidential material and is separately filed

Exhibit E
Proposed Tariff

LOCAL AND INTEREXCHANGE SERVICES TARIFF

IDAHO
LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
IONEX COMMUNICATIONS NORTH, INC DBA BIRCH COMMUNICATIONS

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Birch Communications with principal offices at 2300 Main St. Suite 340, Kansas City, MO 64108 for services furnished within the State of Idaho. This tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected, during normal business hours at the Company's principal place of business.

Wherever in this Tariff or its headings, the term "Company" or the name Ionex Communications North, Inc, "Birch Communications" or "Birch" appears, that shall mean and shall refer to Ionex Communications North, Inc. dba Birch Communications.

ISSUED:

Issued by:

Christopher J. Bunce, Vice President Legal and General Counsel
2300 Main St. Suite 340
Kansas City, MO 64108

EFFECTIVE:

LOCAL AND INTEREXCHANGE SERVICES TARIFF

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original rate sheet that are in effect on the date shown on each page.

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CHECK SHEET, CONT'D.

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EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify increase.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify reduction.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.
- (M) Moved from another tariff location.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Birch Communications, hereinafter referred to as the Company, to Customers within the state of Idaho. Birch's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Idaho Public Utilities Commission. In addition, this tariff is available for review at the main office of Birch Communications at 2300 Main St. Suite 340, Kansas City, MO 64108.

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SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Advance Payment - Part or all of a payment required before the start of service.

Authorization (Access) Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - The Idaho Public Utilities Commission.

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SECTION 1.0 - DEFINITIONS, CONT'D.

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

Company - Birch Communications, the issuer of this tariff.

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

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

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SECTION 1.0 - DEFINITIONS, CONT'D.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB - Individual Case Basis.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU - Minutes of Use.

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SECTION 1.0 - DEFINITIONS, CONT'D.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from Birch. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence

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SECTION 1.0 - DEFINITIONS, CONT'D.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

Birch - Birch Communications, issuer of this tariff.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Idaho, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.3 Terms and Conditions

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:

 - .1 the Customer is using the service in violation of this tariff; or
 - .2 the Customer is using the service in violation of the law.
- E.** This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for its choice of laws provision.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.3 Terms and Conditions, Cont'd.

- F.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be filed with the Commission prior to the furnishing of service.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Limitations on Liability

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Limitations on Liability, Cont'd.

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- .1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - .2 Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - .3 Any unlawful or unauthorized use of the Company's facilities and services;
 - .4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - .5 Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Limitations on Liability, Cont'd.

D. Cont'd.

- .6 Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth above in Section 2.1.1.A.
- .7 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- .8 Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- .9 Any noncompletion of calls due to network busy conditions;
- .10 Any calls not actually attempted to be completed during any period that service is unavailable;
- .11 And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Limitations on Liability, Cont'd.

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, **EXPRESS OR IMPLIED**, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Limitations on Liability, Cont'd.

I. With respect to Emergency Number 911 Service:

- .1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury 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 by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

- .2 Neither is the Company responsible for any infringement, nor 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 emergency 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 emergency 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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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Limitations on Liability, Cont'd.

I. With respect to Emergency Number 911 Service, Cont'd.

.3 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 emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

J. 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.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.6 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

 - .1 the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - .2 the reception of signals by Customer-provided equipment; or
 - .3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

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LOCAL AND INTEREXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Idaho's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described above in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.1 General, Cont'd.

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.

- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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2.4 Customer Equipment and Channels, Cont'd.

2.4.3 Interconnection of Facilities

- A.** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Public Utilities Commission of Idaho to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C.** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- D.** Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.4 Customer Equipment and Channels, Cont'd.

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B of this tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.5 Customer Deposits and Advance Payments, Cont'd.

2.5.2 Deposits

The Company does not require deposits from Customers.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.6 Payment Arrangements, Cont'd.

2.6.1 Payment for Service

A. General

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

B. Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer, where permitted by law. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax, Idaho Telecommunications Service Assistance Program, and Universal Service. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.6 Payment Arrangements, Cont'd.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C.** The Monthly Recurring Charges are billed in advance. Monthly Recurring Charges are accrued in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.6 Payment Arrangements, Cont'd.

2.6.2 Billing and Collection of Charges, Cont'd.

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

- E.** The Company may apply a late payment charge to Customers receiving basic or packaged business services if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.

Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

- F.** The Customer will be assessed a charge of twenty dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.

- G.** If service is disconnected by the Company in accordance with Section 2.7 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.6 Payment Arrangements, Cont'd.

2.6.3 Disputed Bills

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within a reasonable period of time after receipt of billing for those services and in accordance with Idaho law. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Idaho Public Utilities Commission, 472 West Washington, P.O. Box 83720, Boise ID 83720-0074; 208-334-0300 or 1-800-432-0369.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.7 Discontinuance of Service

2.7.1 Service may be disconnected after seven (7) days written notice for any of the following reasons:

- A.** The Customer did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill for local exchange services with any dishonored check.
- B.** The Customer failed to make a security deposit or obtain a guarantee when one is required.
- C.** The Customer failed to abide by the terms of a payment arrangement.
- D.** The Customer misrepresented the Customer's identity for the purpose of obtaining telephone service.
- E.** The Company determines as prescribed by relevant state or other applicable standards that the Customer is willfully wasting or interfering with service through improper equipment or otherwise.
- F.** The Customer is using service(s) for which the Customer did not apply.

2.7.2 At least 24 hours before actual termination, the Company will attempt to contact the Customer affected to apprise the Customer of the proposed termination action and steps to take to avoid or delay termination. Service will not be terminated in the event that a formal or informal complaint concerning termination is filed with the Commission.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.7 Discontinuance of Service

2.7.3 Service may be disconnected without notice and without incurring any liability for any of the following reasons:

- A.** A condition immediately dangerous or hazardous to life, physical safety or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
- B.** The company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.
- C.** In the event of fraudulent use of the Company's network, where the service(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- D.** The Company has tried diligently to meet the notice requirements but has been unsuccessful in its attempt to contact the Customer affected.
- E.** The Customer has misrepresented the Customer's identify for purposes of obtaining telephone service and has no or an inadequate security deposit on file with the Company and has an outstanding bill exceeding \$100.
- F.** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law.
- G.** Upon the Company's discontinuance of service to the Customer under Section 2.7.1 or 2.7.2., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.8 Cancellation of Application for Service

- 2.8.1** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.8.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.8.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.8.4** The special charges described in 2.8.1 through 2.8.3 will be calculated and applied on a case-by-case basis.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.9 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.10 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.10.1 General**A. Service Outage**

A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a cross-talk, static or other transmission problem, the Company will respond to a Customer's report of such a "service outage" in accordance with IDAPA 31.41.01 Rule 503. Customer's bills will be appropriately and automatically credited pursuant to the terms of Rule 503.

B. Receipt and Recording of Reports

The Company will provide for the receipt of Customer trouble reports at all hours and make a full and prompt investigation of and response to all reports. The Company will maintain an accurate record of trouble reports made by its Customers. This record will include accurate identification of the Customer or service affected, the time, date and nature of the report, the action taken to clear the trouble or satisfy the Customer, and the date and time of trouble clearance or other disposition. This record will be available to the Commission or its authorized representatives upon request at any time within two (2) years of the date of the record.

C. Repair Commitments

Commitments to the Customer for repair service will be set in accordance with Rule 503. The Company will make every reasonable attempt to fulfill repair commitments to its Customers. Customers will be timely notified of unavoidable changes. Failure to meet a repair commitment does not relieve the Company of the credited provisions in Rule 503.01, unless the Customer fails to keep an appointment the Customer agreed to when the original commitment was made

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.1 General, (Cont'd.)

D. Restoration of Service

When the Company providing local exchange is informed by a Customer of a local exchange service outage, the Company will:

- .1 restore service within sixteen (16) hours after the report of the outage if the Customer notifies the Company that the service outage creates an emergency for the Customer, or
- .2 restore service within twenty-four (24) hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, which ever is sooner. If the Company does not restore service within the times required by this subsection, the Company will credit the Customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.1 General, (Cont'd.)

E. Extenuating Circumstances

Following disruption of local exchange service caused by natural disaster or other causes not within the Company's control and affecting large groups of Customers, or in conditions where the personal safety on an employee would be jeopardized, the Company is not required to provide the credit referred to in Subsection 503.01 as long as it uses reasonable judgment and diligence to restore service, giving due regard for the needs of various Customers and the requirements of the telecommunications service priority (TSP) program ordered in FCC Docket 88-341. When a Customer causes the Customer's own service outage or does not make a reasonable effort to arrange a repair visit within the service restoration deadline, or when the Company determines that the outage is attributable to the Customer's own equipment or inside wire, the Company is not required to provide to that Customer the credit referred to in Subsection 503.01.

F. Compliance Standard

Each month at least ninety percent (90%) of out-of-service trouble reports will be cleared in accordance with Subsection 503.01 and 503.02. The Company will keep a monthly service record as described in Subsection 502.01 and will notify the Commission whenever the record indicates the ninety percent (90%) level has not been met for a period of three (3) consecutive months.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.11 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.10.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.6.2.

2.11.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.12 Cancellation of Service by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.13.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.13.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.13.3** pursuant to any financing, merger or reorganization of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.14 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.14.1 Customer Liability for Fraud and Unauthorized Use of Company calling card.

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.15 Use of Customer's Service by Others

2.15.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.16 Notices and Communications

- 2.16.2** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.16.3** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.16.4** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.16.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.17 Universal Emergency Telephone Number Service (911)

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the numbers 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No call-specific charges apply to 911 calls.

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SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.18 Dispute Resolution

If the Customer has a Dispute with the Company, the Customer must first call the Company's Customer Service department, at the number listed on the Customer's invoice, to attempt to resolve the Dispute. The Customer must describe the Dispute and provide the Company with any supporting documentation reasonably requested by the Company. Likewise, if the Company has a Dispute with the Customer it will notify the Customer by letter sent to the Customer's billing address and attempt to resolve it before pursuing arbitration.

If the parties are unable to resolve the Dispute within 60 days of the initial notice, either party may request arbitration as described below.

MANDATORY ARBITRATION OF DISPUTES. ANY DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY, OR ANY EMPLOYEE, AGENT, PRIVY OR AFFILIATED ENTITY OF EITHER PARTY, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THIS PROCESS, INCLUDING THE ARBITRABILITY OF ANY DISPUTE UNDER THIS TARIFF AND THE REVIEW OF ANY AWARD.

The arbitration will be conducted by and under the then-applicable commercial arbitration rules of the American Arbitration Association ("AAA") at the nearest AAA Case Management Center or other location as agreed upon by Customer and Company. A single neutral arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who will cooperate in good faith to select the arbitrator. All expedited procedures prescribed by the applicable rules will apply. All required fees and costs will be paid equally by the parties as set forth in the AAA commercial arbitration rules. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

No Dispute may be joined with another lawsuit, claim, dispute, or arbitration brought by any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this tariff and may not award punitive damages. If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney's fees.

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission as described in Section 2.6.3.

If any portion of this Section is determined to be invalid or unenforceable, the remainder of this Section and this Tariff shall remain in full force and effect.

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SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) Qwest.

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service.

4.1.1 Service Order Charges

Primary Line Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Line Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

Service Order Charge - applies to connection of new lines and to service orders associated with Customer requests for change in service, moves and the addition of services, including calling features.

4.1.2 Rates

Charge	Price
Feature Add or Change	\$10.00 per Order
Basic Service Change	\$10.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order
Directory Listing Change	\$10.00 per Order
Invoice Change	\$25.00 per Order
Transfer of Service	\$25.00 per Order
Telephone Number Change	\$25.00 per Order
Line Signaling Change	\$25.00 per Order
Vanity Number Search	\$25.00 per Order
Establishing Dual Service	\$25.00 per Order
Expedite Service Charge (LWC/UNE)	\$50.00 per Order
Expedite Service Charge (Facilities)	\$200.00 per Day per Line
Expedite Service Charge (T1 Circuits)	\$595.00 per Day per Circuit

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, CONT'D.

4.2 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Restoration after temporary denial, but prior to completion of order to discontinue service		

4.3 Premise Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	Business	Residential
Time and Materials		
After-hours Time and Materials		
Installation Charge – 1 st Hour		
Repair Charge – 1 st ½ Hour		
Repair Charge – Each Add'l ½ Hour		
Trip Charge		

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, CONT'D.

4.4 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call:

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, CONT'D.**4.5 Carrier Presubscription****4.5.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.5.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, CONT'D.

4.5 Carrier Presubscription, Cont'd.

4.5.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.5.5 below:

4.5.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.5.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, CONT'D.

4.5 Carrier Presubscription, Cont'd.

4.5.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line

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SECTION 5.0 – LOCAL EXCHANGE SERVICE

5.1 General

5.1.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

5.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

5.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

5.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

5.1.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

5.1.5 All times refer to local time.

5.1.2 Calculation of Distance

The Company does not offer services rated by distance.

5.1.3 Time of Day

The Company does not offer services rated by time of day.

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SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.2 Flat Rate Local Exchange Service

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

	<u>Business</u>	<u>Residential</u>
Monthly Rate, per line:		

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SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.3 Direct Inward Dial (DID) Service

5.3.1 General

- A. DID Service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment.
- B. DID Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID Service differ from those set forth in Section 5.3.3 below, they will be subject to the terms of the Individual Case Basis arrangements.

5.3.2 Service Eligibility, Restrictions and Limitations

- A. Connectivity to E911, operator services and directory assistance is not supported by DID Service.
- B. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- C. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

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SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.3 Direct Inward Dial (DID) Service, (Cont'd.)

5.3.2 Service Eligibility, Restrictions and Limitations, (Cont'd.)

- D. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

- E. The Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Birch DID numbers that utilize the Birch network, or use any other routing method that may cause the originating telephone company to bill Birch for the origination of such traffic, without first obtaining explicit written permission from an officer of Birch. A Customer transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and the Customer shall be liable for any charges billed to Birch due to such transmission or routing. In the event that Customer sends calls to Birch that are not approved for termination, then Customer shall pay Birch an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic.

5.3.3 Rates and Charges

The following rates apply to DID Service.

Per DID Number	Nonrecurring	Annual Recurring Charge
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SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.4 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service

5.4.1 General

- A. DID/DOD Service combines DID Service as described in Section 5.3 with Direct Outward Dial (DOD) service. DOD service is not provided independently of DID service. DID/DOD Service provides a Customer with a voice grade telephonic communications trunk channel to place and receive voice or data calls. DID/DOD Service does not provide a line-side connection. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to the Customer's designated equipment. Where available from the Company, long distance services can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.
- C. DID/DOD Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 5.4.3 below, they will be subject to the terms of the Individual Case Basis arrangements.

5.4.2 Service Eligibility, Restrictions and Limitations

- A. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.

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SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.4 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service

5.4.2 Service Eligibility, Restrictions and Limitations

- B. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers.
- C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
- D. The Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Birch DID numbers that utilize the Birch network, or use any other routing method that may cause the originating telephone company to bill Birch for the origination of such traffic, without first obtaining explicit written permission from an officer of Birch. A Customer transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and the Customer shall be liable for any charges billed to Birch due to such transmission or routing. In the event that Customer sends calls to Birch that are not approved for termination, then Customer shall pay Birch an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic.

5.4.3 Rates and Charges

The following rates apply to DID/DOD Service.

	<u>Nonrecurring</u>	<u>Annual Recurring Charge</u>
Per DID/DOD Number		

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SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.5 BirchNet Products

5.5.1 BirchNet Basic Line

Basic Line

Unlimited Local, Intra-LATA Long Distance
Caller ID – Name and Number
Call Waiting
Hunting

Toll Free service is available with this product see “Toll Free Service” in a later section for rates BirchNet Basic Line is available to business customers.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Line bundle, standard rates will apply.

The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers. Additional calling features may be added to the Basic Line.

Outbound Long Distance is rated at \$.049/min, where available.

Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Product may not be available in all CLLIs.

An additional charge will apply when adding Birch Unified Messaging or Voicemail to the line. There is a maximum of 3 extensions per box.

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SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.5 BirchNet Products

5.5.2 BirchNet Essentials

1. BirchNet Essentials is equipped with:

Basic Line with Unlimited Features
Hunting
Unlimited Local Intra-LATA Long Distance
200 Minutes of Domestic Inter-LATA Long Distance

Toll Free service is available with this product see "Toll Free Service" in a later section for rates BirchNet Essentials is available to business customers.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.

The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers.

Customers may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

BirchNet Essentials will only be available to Birch Local Service Customer locations in which the customer subscribes to no greater than 10 lines for domestic local toll and interLATA toll outbound calls from the business location. Customers are required to convert all of their off-net business lines, (restrictions listed below), per location, to BirchNet Essentials in order to qualify for this service. Multi-location customers may choose the service per location. Birch may cancel this service if all lines at location do not have this product.

An additional discounted charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Essentials. There is a maximum of 3 extensions per

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voicemail box.

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SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.5 BirchNet Products

5.5.2 BirchNet Essentials cont'd

2. 200 Minute Long Distance Calling Block for BirchNet Essentials ⁽¹⁾:

<u>Block of Time per Month</u> ⁽¹⁾	<u>Overage Usage Rate per Minute</u>
200 Minutes of Inter-LATA Domestic Long Distance Additional Minutes	Included in bundle \$.049

3. BirchNet Essentials Inclusive Feature List⁽²⁾:

- Anonymous Call Rejection, per line
- Call Block
- Call Forwarding
- Call Forwarding Busy Line
- Call Forwarding Don't Answer
- Call Return
- Call Selector
- Call Tracing
- Call Waiting
- Caller ID
- Caller ID Deluxe
- Calling number delivery blocking, per line
- Distinctive Ringing Service
- Enhanced Caller ID
- Preferred Call Forwarding
- Remote Access – Call Forwarding Variable
- Repeat Dialing
- Selective Class of Call Screening
- Speed Calling
- Three-Way Calling

⁽¹⁾ Long distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use. Free long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVI, No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

⁽²⁾ The availability of certain features depends on feature availability. Some features are only available to business customers.

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LOCAL AND INTEREXCHANGE SERVICES TARIFF

SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.5 BirchNet Products

5.5.3 BirchNet Value Line

1. BirchNet Value Line is equipped with a Basic Line.

Outbound Long Distance is rated at \$.06/min, where available.

Toll Free service is available with this product see "Toll Free Service" in a later section for rates BirchNet Basic Line is available to business customers.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

If features are needed with the BirchNet Value Line, standard rates located in section 3 below will apply. The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers.

An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Value Line. There is a maximum of 20 extensions per voicemail box.

Additional features can be added to this line.

2. Optional Calling Features

Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

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SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.5 BirchNet Products

5.5.4 BirchNet Pricing

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SECTION 6.0 – SUPPLEMENTAL SERVICES**6.1 Custom Calling Features**

The features in this section are made available to residential and business Customers. All features are provided subject to availability. Features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Call Forward – Automatically routes incoming calls to a predetermined telephone number.

Call Waiting – Signals the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting ID - Includes all the features of Call Waiting and additionally provides for the display of the second caller's name and telephone number on Caller ID compatible Customer premises equipment.

Three-Way Calling – Allows the Customer to add a third party to an existing conversation.

Speed Calling 8– Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Speed Calling 30– Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

Priority Call - Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

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SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.1 Custom Calling Features, Cont'd.

6.1.2 Description of Features, Cont'd.

Auto Call Back (*69) – Automatically redials the last incoming call.

Auto Redial – Automatically redials a busy number for up to 30 minutes until line is available.

Caller ID with Name – Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Distinctive Ring - Allows Customers to designate up to two additional telephone numbers from which incoming calls will have a distinctive ring.

Anonymous Call Rejection - Allows a customer to reject calls from callers who have activated the Selective Blocking feature in order to prevent the display of their telephone name/number.

Caller Originating Trace – Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers.

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SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.1 Custom Calling Features, Cont'd.

6.1.3 Rates and Charges

A. Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Feature	Monthly Recurring Charge	
	Business	Residential

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SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.1 Custom Calling Features, Cont'd.

6.1.3 Rates and Charges, Cont'd.

B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

Custom Calling Feature	Per Use	
	Residence	Business
3-Way Calling		
Auto Redial		
Auto Call Back (*69)		
Call Trace		

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LOCAL AND INTEREXCHANGE SERVICES TARIFF

SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.2 Directory Assistance Services

6.2.1 Directory Assistance

A. General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

B. Regulations

There are no call allowances for Directory Assistance Services. A Directory Assistance Charge applies for each call to Directory Assistance for telephone number(s), area code(s), and/or general information requested from the Directory Assistance operator except as follows:

- a) Calls from coin telephones, including COCOTS (Customer Owned Coin Operated Telephone Sets).
- b) Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- c) Customer experiences poor transmission or is cut off during the call.
- d) Customers will be provided with a maximum of two (2) telephone numbers for each call to Directory Assistance.

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SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.2 Directory Assistance Services, Cont'd.

6.2.1 Directory Assistance, Cont'd.

C. Rates

Per Call to Directory Assistance:

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LOCAL AND INTEREXCHANGE SERVICES TARIFF

SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.3 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

6.3.1 Rates

Usage Rates

Usage charges will be billed at the rate in effect for the presubscribed service plan purchased by the Customer. See Section 5 of this tariff.

Per Call Service Charges

- Calling Card - Automated
- Calling Card - Operator Dialed
- Billed to Third Number
- Collect
- Person-to-Person
- Operator Assistance

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SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.4 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Busy Line Verification:
Busy Line Interrupt

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SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.5 Directory Listing Service

6.5.1 Directory Listing Definitions

Primary Listing - One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group and with each Joint User service.

Non-Listed Number (Private Directory Service) - A Non-Listed Number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

Non-Published Number (Semi-Private Directory Service) - A Non-Published Number will be furnished at the Customer's request. A Non-Published Number is not listed in the telephone Company's directories, or on directory assistance records. Listing information (name, address and number) on a Non-Published Number is not available to the general public.

Additional Listings - At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the Customer.

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SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.5 Directory Listing Service, Cont'd.

6.5.2 Rates

	Monthly Recurring Charge	
	<u>Residence</u>	<u>Business</u>
Primary Listing		
Additional Listings		
Non-Listed Number, per account		
Non-Published Number, per account		

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LOCAL AND INTEREXCHANGE SERVICES TARIFF

SECTION 7.0 – LONG DISTANCE SERVICES AND RATES

7.1 General

Long Distance service is only available in conjunction with local service.

7.2 Direct Dial Service

Direct Dial Service rates apply when the Customer dials the telephone number without the assistance of an operator and the call is billed to the calling number. Usage is billed in one (1) minute increments with a one (1) minute minimum period.

Per Minute Usage Rate All Times of Day

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SECTION 7.0 – LONG DISTANCE SERVICES AND RATES

7.3 Additional Services and Charges

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