

CLARK HILL
PLC
ATTORNEYS AT LAW

212 East Grand River Avenue
Lansing, Michigan 48906
Tel. (517) 318-3100 • Fax (517) 318-3099
www.clarkhill.com

Haran C. Rashes
Phone: (517) 318-3019
E-Mail: hrashes@clarkhill.com

December 1, 2005

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
PO Box 30221
Lansing, MI 48909

Re: In the Matter of the Application of Airdis, LLC d/b/a Airdis Telecom for a license to provide basic local exchange service throughout the State of Michigan in the zone and exchange areas served by Verizon North Incorporated, Contel of the South, Inc., d/b/a Verizon North Systems, CenturyTel of Michigan, Inc., CenturyTel Midwest-Michigan, Inc., CenturyTel of Northern Michigan, Inc., CenturyTel of Upper Michigan, Inc., and SBC Michigan.
MPSC Case No. U-14639

Dear Ms. Kunkle:

Enclosed for filing please find an electronic copy of the exhibits admitted into the record at this morning's evidentiary hearing in the above-captioned proceeding.

Very truly yours,

CLARK HILL PLC

Haran C. Rashes

HCR:pat
Enclosure

cc: Mr. Lawrence Oskielunas

5210588v.1 25563/102719

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
Airdis, LLC d/b/a Airdis Telecom for a license)
to provide basic local exchange service)
throughout the State of Michigan in the zone)
and exchange areas served by Verizon North)
Incorporated, Contel of the South, Inc., d/b/a)
Verizon North Systems, CenturyTel of)
Michigan, Inc., CenturyTel Midwest –)
Michigan, Inc., CenturyTel of Northern)
Michigan, Inc., CenturyTel of Upper Michigan,)
Inc., and SBC Michigan.)

Case No. U-14639

DIRECT TESTIMONY OF LAWRENCE A OSKIELUNAS

EXHIBITS

- | | |
|-------------|---------------------------------------------------------------------------|
| Exhibit A-1 | Articles of Organization and Certificate to Transact Business in Michigan |
| Exhibit A-2 | Brief Biographies of Key Management and Technical Personnel |
| Exhibit A-3 | Financial Qualifications |
| Exhibit A-4 | Small and Minority-Owned Telecommunications Business Participation Plan |
| Exhibit A-5 | Illustrative Tariff |

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

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Airdis, LLC d/b/a Airdis Telecom for a license)
to provide basic local exchange service)
throughout the State of Michigan in the zone)
and exchange areas served by Verizon North)
Incorporated, Contel of the South, Inc., d/b/a)
Verizon North Systems, CenturyTel of)
Michigan, Inc., CenturyTel Midwest –)
Michigan, Inc., CenturyTel of Northern)
Michigan, Inc., CenturyTel of Upper Michigan,)
Inc., and SBC Michigan.)

Case No. U-14639

DIRECT TESTIMONY OF LAWRENCE A OSKIELUNAS

EXHIBIT A-1

**ARTICLES OF ORGANIZATION
AND
CERTIFICATE OF AUTHORIZATION TO TRANSACT BUSINESS IN MICHIGAN**



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE - Secretary of State

01400738

JANUARY 20, 2005

Firm: IL CSC
Contact Person: LISA HUGHES
Amount Charged: \$600.85

RE: AIRDIS, LLC

Dear Sir or Madam:

It has been our pleasure to approve and place on record the Articles of Organization that created your Limited Liability Company. We extend our best wishes for success in your new future.

The Limited Liability Company must file an Annual Report prior to the first day of its anniversary month next year. A pre-printed Annual Report form will be sent to the registered agent at the address shown on the anniversary month.

Due to statutory changes in the Limited Liability Company Act, Certificates of Organization will no longer be issued with the Articles of Organization.

Sincerely yours,

Jesse White
Secretary of State

Department of Business Services
Limited Liability Company Division
Telephone (217) 524-8008

Form **LLC-5.5**
December 2003

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 951, Howlett Building
Springfield, IL 62766
http://www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

**Illinois
Limited Liability Company Act
Articles of Organization**

SUBMIT IN DUPLICATE
Must be typewritten

This space for use by Secretary of State
01/20/2005

Date
Assigned File # 0140 073 8
Filing Fee \$500.00
Approved: PMM

This space for use by Secretary of State

FILE DATE 01/20/2005

Jesse White
Secretary of State

1. Limited Liability Company Name: Airdis, LLC

(The LLC name must contain the words limited liability company, LLC, or LLC and cannot contain the terms corporation, corp., incorporated, inc., ltd., co., limited partnership, or LP.)

2. The address of its principal place of business: (Post office box alone and c/o are unacceptable.)
246 E. Janata Blvd.
Lombard, IL 60148

3. The Articles of Organization are effective on: (Check one)
a) the filing date, or b) _____ another date later than but not more than 60 days subsequent to the filing date: _____
(month, day, year)

4. The registered agent's name and registered office address is:

Registered agent:	<u>Harry</u>	<u>E.</u>	<u>Bartosiak</u>
	<small>First Name</small>	<small>Middle Initial</small>	<small>Last Name</small>
Registered Office: (P.O. Box and c/o are unacceptable)	<u>2100</u>	<u>Manchester Road,</u>	<u>Suite 950</u>
	<small>Number</small>	<small>Street</small>	<small>Suite #</small>
	<u>Wheaton,</u>	<u>IL</u>	<u>DuPage</u>
	<small>City</small>	<small>ZIP Code</small>	<small>County</small>

5. Purpose or purposes for which the LLC is organized: Include the business code # (IRS Form 1065), (if not sufficient space to cover this point, add one or more sheets of this size.) 513300
"The transaction of any or all lawful business for which limited liability companies may be organized under this Act."
and to provide telecommunication services and related services to consumers.

6. The latest date, if any, upon which the company is to dissolve perpetual
(month, day, year)
Any other events of dissolution enumerated on an attachment. (Optional)

LLC-5

LLC-5.5

7. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (B) included as attachment:

If yes, state the provisions(s) from the ILLCA. Yes No


8. a) Management is by manager(s); Yes No
If yes, list names and business addresses.

Scott Sinclair
248 E. Janata Blvd.
Lombard, IL 60148

b) Management is vested in the member(s); Yes No
If yes, list names and addresses.

9. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the best of my knowledge and belief, true, correct and complete.

Dated January 19, 2005
(Month/Day) (Year)

Signature(s) and Name(s) of Organizer(s)	Address(es)
<p>1.  Signature</p> <p>Harry E. Bartosiak, Attorney & Organizer (Type or print name and title)</p> <p>_____ (Name if a corporation or other entity)</p>	<p>1. 2100 Manchester Rd. Suite 950 Number Street</p> <p>Wheaton City/Town</p> <p>IL 60187 State ZIP Code</p>
<p>2. _____ Signature</p> <p>_____ (Type or print name and title)</p> <p>_____ (Name if a corporation or other entity)</p>	<p>2. _____ Number Street</p> <p>_____ City/Town</p> <p>_____ State ZIP Code</p>
<p>3. _____ Signature</p> <p>_____ (Type or print name and title)</p> <p>_____ (Name if a corporation or other entity)</p>	<p>3. _____ Number Street</p> <p>_____ City/Town</p> <p>_____ State ZIP Code</p>

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received: _____ (FOR BUREAU USE ONLY)

AUG 31 2005 This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

AUG 31 2005

Name Harry E. Bartoslak		
Address 2100 Manchester Road, Suite 950		
City Wheaton	State IL	Zip Code 60187

Administrator
BUREAU OF COMMERCIAL SERVICES

EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

B 90-840

**APPLICATION FOR CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN MICHIGAN**

For use by Foreign Limited Liability Companies
(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Application:

1. The name of the limited liability company is: _____
Airdis, LLC

2. (Complete this item only if the limited liability company name in item 1 is not available for use in Michigan.) The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is: _____

3. It is organized under the laws of _____ Illinois _____
The date of its organization is _____ January 20, 2005 _____
The duration of the limited liability company if other than perpetual is _____

4. The address of the office required to be maintained in the state of organization or, if not so required, the principal office of the limited liability company is: _____
246 E. Janata Blvd., Lombard, Illinois 60148

(Street Address) (City) (State) (ZIP Code)

62-50 184557 B.M.I.C.C.

5. a. The address of its registered office in Michigan is:

601 Abbott East Lansing, Michigan 48823
(Street Address) (City) (ZIP Code)

b. The mailing address of the registered office if different than above:

_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

c. The name of the resident agent at the registered office is:

CSC - Lawyers Incorporating Service (Company)

6. The Department is appointed the agent of the foreign limited liability company for service of process if no agent has been appointed, or if appointed, the agent's authority has been revoked, the agent has resigned, or the agent cannot be found or served through the exercise of reasonable diligence.

The name and address of a member or manager or other person to whom the administrator is to send copies of any process served on the administrator is: (Must be different than agent shown in Item 5c)

Harry E. Barlosiak

(Name)

2100 Manchester Road, Suite 950, Wheaton, Illinois 60187

(Street Address)

(City)

(State)

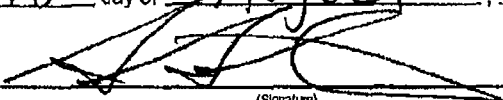
(ZIP Code)

7. The specific business which the limited liability company is to transact in Michigan is as follows:

Provide telecommunication services and related services to consumers.

The limited liability company is authorized to transact such business in the jurisdiction of its organization.

Signed this 18 day of AUGUST, 2005

By 
(Signature)

Scott Sinclair

Manager

(Type or Print Name)

(Type or Print Title)



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

AIRDIS, LLC,
HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 20, 2005,
APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED
LIABILITY COMPANY ACT OF THIS STATE RELATING TO THE FILING
OF THE ARTICLES AND PAYMENT, AND IS ORGANIZED TO TRANSACT
BUSINESS IN THE STATE OF ILLINOIS.



*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this* 24TH
day of AUGUST A.D. 2005

Jesse White

SECRETARY OF STATE

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
AUG 31 2005	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name Harry E. Bartosiak	FILED AUG 31 2005 Administrator BUREAU OF COMMERCIAL SERVICES EXPIRATION DATE: DECEMBER 31, 2010
Address 2100 Manchester Road, Suite 950	
City State Zip Code Wheaton IL 60187	

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF ASSUMED NAME
For use by Corporations, Limited Partnerships and Limited Liability Companies
 (Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the corporation, limited partnership, or limited liability company in item one executes the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is:	Airdis, LLC
2. The identification number assigned by the Bureau is:	B90-84Q
3. The assumed name under which business is to be transacted is:	Airdis Telecom
4. This document is hereby signed as required by the Act.	

COMPLETE ITEM 5 ON LAST PAGE IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 18 day of August, 2005
 By [Signature]
(Signature)
Scott Sinclair Manager
(Type or Print Name) (Type or Print Title or Capacity)

(Limited Partnerships Only - Indicate Name of General Partner if the General Partner is a corporation or other entity)

31.25 184557 BM/CC

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter of the application of)
Airdis, LLC d/b/a Airdis Telecom for a license)
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Verizon North Systems, CenturyTel of)
Michigan, Inc., CenturyTel Midwest –)
Michigan, Inc., CenturyTel of Northern)
Michigan, Inc., CenturyTel of Upper Michigan,)
Inc., and SBC Michigan.)

Case No. U-14639

DIRECT TESTIMONY OF LAWRENCE A OSKIELUNAS

EXHIBIT A-2

BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

Scott J. Sinclair

14741 Margust Lane
Homer Glen, IL. 60491

Email: ssinclair@airdis.com

Home: 708-478-5815
Cell: 708-259-4300

SUMMARY

Telecommunications executive with extensive entrepreneurial experience with continued success of multiple business ventures. Expertise includes contract negotiations, venture development, consulting, project management, marketing and sales, customer service strategies, employee motivation and systems engineering. Proven ability to manage complex business ventures while delivering results on schedule and within budget. Penetrated vertical markets with new products creating successful marketing and sales strategies and emphasizing the customer's value through integrity.

PROFESSIONAL EXPERIENCE

AIRDIS TELECOM – Lombard, IL 2004 – Present
Chief Executive Officer & Chief Marketing Officer

Co-Founder and CEO of integrated telecomm provider Airdis Telecom. Co-developed its bundled, flagship telecommunications product. Managed other executives, finances, budgets, marketing, and the company's overall performance. Created and maintained the vision and direction of the company. Co-developer of business plan and financial model that led to the approval for the bank funding and external investment needed to execute the plan. Participated in the process development for each department. Responsible for introducing company to an existing customer base developed from years of operating Cable Max Solutions, Inc.

- Managed the accounting General ledger, balanced and closed out accounting modules.
- Managed marketing, sales and the go-to-market strategies for the release of new technologies including Voice over IP.
- Managed customer service strategy and practices.
- Managed the vertical markets.
- Managed company's path to becoming a Competitive Local Exchange Carrier.
- Managed negotiations with wholesale service providers which allowed Airdis to provide carrier services to its customers.

CLARITY TELEPHONE – Lombard, IL 2004 – 2005
President – Chief Executive Officer

Founder and President of this innovative telecommunications company which later evolved into Airdis Telecom. Developed the entire company structure from accounting and operations to sales. Set the company's overall vision and managed its executives to achieve favorable results. Positioned the company to deliver \$500,000 in sales in its first three months of operation while still in a development phase. Merged the company with Airdis, changing corporate structure and successfully working through the delicate process of identity change with an existing customer base.

CABLE MAX SOLUTIONS, INC. – Lombard, IL 1998-Present
President – Chief Executive Officer

Founder and President of the company and sole developer of entire business plan and model. Created the company's vision and grew the company's sales by 300%, three years consecutively. Responsible for introducing the company to its union affiliation, Avaya business partnership, network cabling certifications and carrier service agent agreements with four service providers. Also responsible for successfully deploying and maintaining complex accounting systems, estimating systems and new company policies for all departments and interoffice processes. Successfully grew, serviced and maintained a large customer base for eight years.

- Managed finances and performed daily maintenance of Accounts Payable, Accounts Receivable, Cash Management, Job Costing, Inventory and General Ledger accounting modules.

- Managed operations and developed a successful strategy for delivering consistent project results, earning personal recommendations for excellence in customer service.
- Managed union technicians and found ways to promote a work atmosphere that ultimately created technician loyalty making the customers experience more favorable.
- Expanded the product offering from cabling installation to installation of complex phone and network systems.
- Negotiated contracts successfully with vendors and customers in all market segments including healthcare, manufacturing, municipal, construction, and retail.

CCI / Black Box – Chicago, IL

1996 – 1998

Technical Service Journeyman – Project Manager

- Managed network infrastructure cabling project installations for fortune 1000 companies in the downtown Chicago market.
- Managed crews of union technicians and completed hundreds of successful network cabling projects.
- Became the company's trusted certified specialist in identifying the presence of asbestos before installations would begin.
- Became the company's certified fiber optic specialists trusted with testing and certifying fiber optic installations.

MIDWEST DATACOM (MDI) – Lombard, IL

1994 – 1996

Product Manager – Technical Service Engineer

- Managed inventories and product purchasing within approved project budgets. Negotiated pricing with vendors and arranged for on-time material delivery to insure timely installations.
- Installed and managed network installation projects for various industries in and around the Chicago land area.

EDUCATION

- IBEW Telecommunications Trade School Journeymen Certification, 1999
- Purdue University, West Lafayette, 1994. Concentrations: Advanced Mathematics, Chemical Engineering and Artistic Design.
- Mount Carmel, Chicago, 1992. Concentration: Honors Mathematics and College Prep courses.

CERTIFICATIONS

- Avaya Communications certifications for SMBS Partner ACS and Merlin Legend/Magix, 2001
- Avaya Communications sales certification for SMBS phone systems, 2001
- Ameritech ESP certification in network services, 2001
- Bogen certification in commercial paging and speaker systems, 2000
- Microsoft MCP certification in Network Essentials, 2000
- Multiple Certifications in standards in data networking practices from Superior Modular, Leviton, Hubbell, Lucent and Panduit, 1998 - 2003.
- Certified in fiber optic wiring installation by Lucent, 1997.
- Certified in network infrastructure cabling by Leviton, 1996
- Certified in network infrastructure cabling by Lucent, 1996.
- Certification in asbestos abatement practices, 1995

Lawrence A. Oskielunas

13403 Red Fox Court
Lemont, IL 60439

Email: loskielunas@airdis.com

Home: 630-257-7254
Cell: 630-873-0514

SUMMARY

Telecommunications executive with extensive experience in company start-up, venture development, program management, consulting, product management, IT, marketing and sales, network operations and engineering. Proven ability to launch and build a successful company. Successful consulting at engagements in the U.S., Europe, Australia and Africa. Developed and deployed new products and features. Penetrated new markets with successful marketing and sales strategies.

PROFESSIONAL EXPERIENCE

AIRDIS TELECOM – Lombard, IL 2005 – Present

Chief Operations Officer, Chief Technical Officer, & Chief Financial Officer

Co-Founder and COO of the company and co-developed its bundled, flagship product. Responsible for managing technical operations and financial operations. Implemented the vision, direction, working environment, personnel policies, and business processes to drive excellent performance.

- Developed the detailed financial model and business plan that led to funding approval from the bank and obtained external investment.
- Managed technical staff to implement projects sold.
- Developed internal processes and systems to support business operations.
- Managed Accounts Payable, Accounts Receivable, Collections and financial forecasting.
- Handled sensitive legal issues regarding employees, customers and vendors.

US CELLULAR – Chicago, IL 2003 – 2004

Director – Information Systems, Business Relationship Management

Responsible for IS interaction with Marketing and Engineering. Managed a team that performed requirements definition, program management, and project management for a variety of initiatives.

- Managed the IS program to implement the Engineering Asset Management and Customer Value Management system to improve network asset management, planning, and tracking.
- Managed the IS program to gather requirements and support development of Picture Messaging, Pre-Paid Short Messaging, and 1xRTT Wireless Data services, and other services under development.
- Managed the IS program to replace the enterprise internet infrastructure with an integrated solution.
- Implemented voice recognition access for trouble ticket system to improve technician productivity.

TEK Systems – Chicago, IL 2003

Contract Consultant to US Cellular Information Systems

- Designed new IS LAN infrastructure processes for network creation, service delivery and assurance.

ACCENTURE – Chicago, IL 1996 – 2002

Associate Partner - Network Service Line

Network expert in the Network consulting practice. Developed, sold, and delivered strategy, technology solutions, and process improvements projects to major telecommunications clients and startups.

- Cofounder and COO for a proposed telecom venture. Managed all startup program activity: designed the network and data center, created the detailed financial model and business case; sold concept to potential customers, vendors, and investors; and obtained \$3M in funding.
- Created 20 new service ideas by leading the strategy development program for Universal Access, including outsourcing strategies for leveraging network infrastructure assets.
- Identified wireless LAN infrastructure and data device solutions to improve central office technician productivity by 15%, driving \$ 20M in savings for SBC. Sought after as Central Office expert.

GEMINI CONSULTING – Chicago, IL

1993 – 1996

Principal – Telecommunications Strategy practice

Developed, sold and delivered strategy, process re-engineering and major change programs.

- Delivered \$200M in annual savings by managing the provisioning re-engineering program for Private Line, ISDN, and residential phone services at British Telecom. Managed 25 consultants and clients.
- Identified \$100M in annual savings by managing a program of 40 major enterprise change initiatives at Telstra in Australia. Managed 50 consultants and clients.
- Developed, sold and managed 7 engagements worth \$2M in fees as account lead at SBC Ameritech. Achieved second highest client margin of 20 North American accounts. Managed the sales pipeline.
- Sold and delivered Balanced Scorecard strategy to senior client executives at South Africa Telkom.

AT&T NETWORK SYSTEMS (LUCENT) – Naperville, IL

1991 – 1993

Product Market Manager - Switching Systems

- Developed and successfully executed a market penetration strategy for 5ESS switches in Canada, achieving the first ever sale in Canada, the home market of arch-rival Northern Telecom.
- Directed 5ESS feature development to satisfy customer requirements and product profitability.

AT&T – Chicago, IL & Bedminster, NJ

1980 – 1991

National Account Manager - Business Markets Group

1990 – 1991

- Managed an \$8M account; won a \$1M sale, which displaced the entrenched vendor, IBM.
- Achieved a 20% increase in sales by conceiving and implementing a novel sales incentive program.

District Product Manager - Business Special Services

1988 - 1990

- Delivered \$2B in annual revenue from Dataphone Digital Service and Fractional T1 Service (ASDS). Managed profit and loss, created market strategy, coordinated Network and Bell Labs departments.
- Launched the ASDS product line on an aggressive schedule, making AT&T the first major carrier to offer Fractional T1 service. Managed a launch program team of 40 experts from 10 departments.
- Redirected \$22M of the \$200M 1990 R&D program to more profitable efforts.

District Manager - Vendor Developmental Relations

1987 – 1988

- Promoted to manage Vendor Development program. Managed \$4M Bell Labs R&D budget.

Manager - Market Development

1986 – 1987

- Closed 5 co-marketing agreements. Identified the opportunities, created advertising and promotions.

Manager - Financial Strategic Planning

1985 – 1986

- Integrated business plan inputs with department heads of Network, Sales and Marketing.

Manager - Network Engineering and Operations

1980 – 1985

- Achieved best on-time circuit delivery results in the nation for private line data services.
- Supervised 12 technicians maintaining 2,600 data circuits. Recognized for superior results.
- Managed a \$5M capital budget for growth adds and cutovers as a 4ESS switch engineer for 4 cities.

U. S. NAVY – Norfolk, VA

1975 – 1980

Lieutenant - Nuclear Submarine U.S.S. Memphis (SSN-691)

- Supervised the operation and maintenance of the nuclear power plant and sonar system.

EDUCATION

- M.B.A., University of Chicago, 1983. Concentrations: Marketing and Finance.
- Equivalent of M.S. in Nuclear Engineering, U.S. Navy, 1976.
- B.S. in Electrical Engineering, Illinois Institute of Technology, 1975.

CERTIFICATIONS

- Data Networking Certification course, 1998. Certified in Data Telecommunications Networks.
- Selling Through Relationship Management, Winning Team Award, 1998.
- Process Excellence Principles Instructor, Accenture, 1997.
- Certified Naval Nuclear Propulsion Plant Chief Engineer by the U.S. Department of Energy, 1977.

Hank Godziszewski

4912 N. Orange Avenue
Norridge, IL 60706

hankg@airdis.com

Office: 630-925-4144
Cell: 630-873-0515

SUMMARY

Sales executive with extensive experience in selling and marketing telecommunications services and systems. Proven leader with track record of building successful sales and marketing organizations, delivering challenging revenue commitments.

PROFESSIONAL EXPERIENCE

Airdis Telecom -- Lombard, IL.

June 2005 - Present

Vice President of Sales and Marketing

Responsible for all equipment and network sales efforts along with establishing promotions and marketing efforts for entire company.

- Helped to establish secure relationship with Avaya as a SMBS go to business partner
- Brought Broadwing Communications aboard for network sales
- Established relationship with equipment distributor and leasing company to help improve cash flow on major purchases
- Streamlined sales paperwork for increased productivity
- Revamped telemarketing department for lead generation
- Established training classes for sales and telemarketers to improve proficiency
- Helped to close largest hardware and network sale in company's history
- Established business partner relationship with Extreme Network
- Established Co-op funding from Avaya from sales efforts
- Helped to establish sales force that is focused on hardware sales with network add-ons
- Input into revamping website
- Established new commission plan along with bonus structure for all sales employees

Innovative Voice Technologies -- Schaumburg, IL.

August 2003 to June 2005

Senior Account Manager

Responsible for outside sales for all hardware and maintenance business.

- Established solid \$11,000 per month maintenance base of revenue from scratch
- Sold 24-IP Office/Definity systems in 2004
- Sold over \$1,000,000 in sales for start up company
- Missed new business partner of the year award by \$3,000 from equipment distributor
- Helped get Avaya Business Partnership
- Helped company earn ECG sales partnership with Avaya
- Worked ITW account and established large sales prospects and closed sales with ITW that was previously non-existent
- Provided solid partnering with Avaya CE's
- Helped to sell \$2,200,000 phone system prior to leaving in 2005

CCC Technologies -- Elk Grove Village, IL

May 1998 to August 2003

Senior Account Manager

Responsible for all outside sales and maintenance sales across the United States

- Sales person of the year 1998, 1999, 2000, 2001 and 2002
- In 2003 missed sales person of the year by \$23,000 with a total of \$1,485,000.00

- Sold over 220 phone systems in the time spent at CCC
- Won Hawaii trip for sales excellence in 2002
- Developed Midas International into a \$600,000 per year customer
- Helped to mentor all new sales people into productive sales team
- Sold \$1,500,000 Definity system in 1998. It was the largest sale made by any Lucent Direct Salesperson or any Lucent Business Partner that year.
- Developed close working relationships with consultants from Teletech and Technical Designs for leads and sales opportunities
- Won employee of the month 3-times, more than any other employee in the history of CCC Technologies
- Sold first unified messaging system in Illinois in 1999
- Sold 58 Definity Systems during tenure at CCC Technologies

Illinois Bell/AT&T/Lucent Technologies -- Multiple addresses July 1979 to May 1998
Sales Management

Inside and outside sales for territories designated by management.

- Top sales person in data services 1979 thru 1984 by more than 2-1
- Leader in customer cases by more than 2-1
- Earned merit raise twice in 1980 and 1981
- Top inside sales person 1984 thru February 1985 12 out of 14-months for small system sales over the phone
- Led pilot program to make cold calls to customers to sell small systems September 1984-February 1985. Sold an average of 62-systems per month
- Promoted to outside sales in February of 1985
- Sales person of the month 4-times in 1985 out of 40 sales reps
- Went to 13 of 14 Achievers Club trips for sales excellence
- Earned 4-millionaires club status for Achievers Club Trips
- Aftermarket sales person of the year in 1991 for the entire Midwest region for AT&T with 275% attainment.
- Won sales excellence trip to Captiva Island, Florida and Paradise Island Bahamas
- Spent 2 ½ years doing weekly business reviews on a special task force with area vice presidents
- Sold first Merlin Legend System in Illinois

EDUCATION

- 1-year at Northeastern University 1971
- 1-year at Wright Junior College 1970
- Diploma from Gordon technical High School 1969

CERTIFICATIONS

- Avaya IP Office sales and design certification
- Avaya Definity sales and design certification
- AT&T GIST sales training
- Lucent Partner ACS sales training
- AT&T Merlin Legend sales training
- Object World sales certification and design

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
Airdis, LLC d/b/a Airdis Telecom for a license)
to provide basic local exchange service)
throughout the State of Michigan in the zone)
and exchange areas served by Verizon North)
Incorporated, Contel of the South, Inc., d/b/a)
Verizon North Systems, CenturyTel of)
Michigan, Inc., CenturyTel Midwest –)
Michigan, Inc., CenturyTel of Northern)
Michigan, Inc., CenturyTel of Upper Michigan,)
Inc., and SBC Michigan.)

Case No. U-14639

DIRECT TESTIMONY OF LAWRENCE A OSKIELUNAS

EXHIBIT A-3

FINANCIAL QUALIFICATIONS

TELECOM

246 E. Janata Boulevard
Highland Lakes Suite 262
Lombard, IL 60148
Main: 630-925-4455
Main Fax: 630-925-4445

Mr. Joseph Isaacs
ISG-Telecom Consultants
838 Village Way, Suite 1200
Palm Harbor, FL 34683

April 29, 2005

Mr. Isaacs,

Airdis, LLC, doing business as Airdis Telecom, was formed on January 20, 2005. Airdis, LLC is comprised of the merger of two existing companies, Clarity Telephone, which was formed on May 8, 2004, and Cable Max Solutions, which was formed September 10, 1998.

The merger combines the capabilities of both companies, the cabling installation abilities of Cable Max Solutions, Inc, and the telephone system installation and maintenance abilities of Clarity Telephone, into a telephone systems provider which handles the total system installation and maintenance needs of our customers. The addition of telephone services capabilities will enable Airdis to satisfy all the telecommunications needs, both system and service, of our customers.

The customers, employees, assets and liabilities of Clarity Telephone and Cable Max Solutions have been transferred to Airdis Telecom. Our invoices to our existing customer base have addressed the transition, and our marketing collateral conveys the Airdis Telecom identity.



Scott Sinclair
Chief Executive Officer
Airdis, LLC



Cable Max Solutions, Inc.
The Network Cabling Specialists
An Airdis, LLC. Company



Make
Dreams Happen.

Date: April 19, 2005

Airdis, LLC
Attn: Mr. Scott Sinclair
246 E. Janata Boulevard
Lombard, IL 60148

This commitment letter supersedes the previous letter issued on April 6, 2005.

RE: SBA Term Loan

Dear Mr. Sinclair,

We are pleased to inform you that Banco Popular North America ("Bank") has agreed to offer to Airdis, LLC ("Borrower"), at Bank's sole discretion, the following credit facility which is subject to, but not limited to, the terms and conditions set forth herein. Some of these terms and conditions may have already been met or are in the process of being accomplished.

Loan Terms:

Amount:	\$500,000
Term:	7 years and 6 months
Interest Rate:	Wall Street Journal Prime plus 2.50%. Interest rate to adjust calendar quarterly. Interest will be calculated on an actual/365 day basis.
Late Charges:	5% after 10 days past due.
Payment Schedule:	6 months interest only followed thereafter by monthly principal and interest payments sufficient to fully amortize the loan over the remaining term.
Prepayment Penalty:	None
Fees:	\$1,000 Loan Packaging Fee, \$11,250 SBA Guaranty Fee, and all out of pocket expenses incurred by the bank, whether the loan closes or not, including, but not limited to, appraisal, survey, environmental assessment fees, closing fees, legal fees, and other related expenses.

Purpose: The loan is for a business that has been in operations for 9 months (start-up). The loan will be used primarily to assist in marketing and payroll expenses.

If the terms and conditions are agreeable to you, we ask that you remit a refundable deposit against fees, excluding Packaging Fee and expenses incurred, for \$2,000 together with this letter signed by an authorized officer of the Borrower and the Guarantors within fifteen (15) days from the date of this letter. Please mail these items to my attention at:

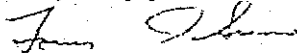
Banco Popular North America
Attn: SBA Credit Center
9600 W. Bryn Mawr, 5th Floor
Rosemont, IL 60018

To expedite processing of your loan, you may fax a copy of the signed Commitment Letter to my attention at (847)994-6914.

However, we must also receive the original signed Commitment Letter and deposit check within 5 business days of receipt of the faxed copy or processing will have to be halted which may result in delay of your loan closing.

This commitment expires fifteen (15) days from the date of this letter. This commitment shall, at the sole option and discretion of Bank, be void if the loan herein is does not close within one-hundred twenty (120) days of execution date of this letter. Please feel free to contact Alan Lane-Murcia at (773) 292-4731 to discuss any questions you may have.

Very truly yours,

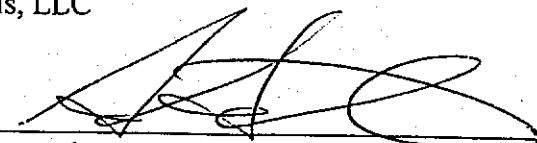


Louis DeSieno
Vice President

The undersigned hereby accepts the above and foregoing commitment and agrees to all terms and provisions thereof.

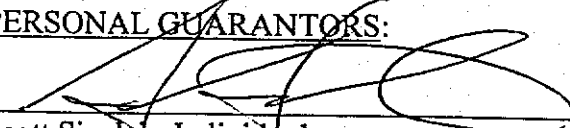
BORROWER:

Airdis, LLC

By:  Date: 4/19/05
Its: Chief Executive Officer

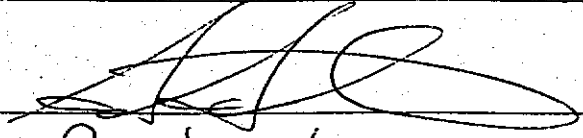
By: Lawrence A. Oskielunas Date: 4/19/05
Its: Chief Operating Officer

PERSONAL GUARANTORS:

 Date: 4/19/05
Scott Sinclair, Individual

Lawrence A. Oskielunas Date: 4/19/05
Lawrence Oskielunas, Individual

CORPORATE GUARANTOR- CMSI DBA CLARITY TELEPHONE

By: 
Its: President

Date: 4/19/05

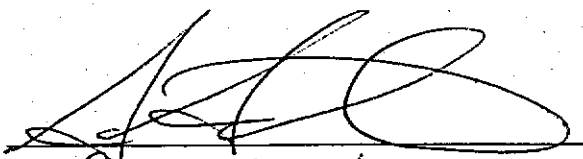
By: Jamrence A. Oskelmaa
Its: Director

Date: 4/19/05

By: _____
Its: _____

Date: _____

CORPORATE GUARANTOR- CABLE MAX SOLUTIONS, INC.

By: 
Its: President

Date: 4/19/05

By: Jamrence A. Oskelmaa
Its: Director

Date: 4/19/05

By: _____
Its: _____

Date: _____

Income Statement
Airdis Telecom

Airdis Telecom was formed from the merger of Clarity Telephone & Cable Max Solutions, Inc. in January 2005. These financials are a consolidation of Clarity Telephone and Cable Max Solutions, Inc. 2004 income statements.

Account	2004
Sales/Revenue	
4100 Sales (Revenue)	1,094,499.47
Direct Costs	
5010 Job Labor	163,086.88
5021 Job FICA Expense	12,476.83
5022 Job Fed Unemployment Tax Expense	332.26
5023 Job IL Unemployment Tax Expense	4,102.00
5024 Job Union Benefit Expense	51,956.62
5025 Jobs Workers' Comp Expense	2,449.88
5030 Phone System Equipment & Job Material	145,664.99
5040 Job Subcontractor Expense	71,517.72
5050 Job Cabling Expense	12,007.47
5060 Job Other Expense	5,148.87
Total Direct Costs	468,743.52
Gross Profit	
625,755.95	
Indirect Costs	
6010 Indirect Labor Expense	52,504.38
6021 Indirect FICA Expense	2,067.62
6022 Indirect Fed Unemployment Tax Expense	157.24
6023 Indirect IL Unemployment Tax Expense	2,172.48
6024 Indirect Union Benefit Expense	745.29
6025 Indirect Workers' Comp Expense	120.72
6100 Tool And Equipment Purchase Exp	485.93
6300 Licenses And Permits - Equip	406.00
6350 Membership Dues	1,416.24
6400 Depreciation - Equipment	0.00
6500 Fuel - Indirect	5,286.10
Total Indirect Costs	65,362.00
Selling, General & Administrative Expenses	
7010 Office Salaries	136,293.06
7011 Officer Salaries	95,895.46
7021 SG&A FICA Expense	14,183.73
7022 SG&A Fed Unemployment Tax Expense	403.98
7023 SG&A IL Unemployment Tax Expense	5,713.49
7024 SG&A Union Benefit Expense	25,755.50
7025 SG&A Workers' Comp Expense	306.18
7075 Bond Expense	1,570.72
7080 Advertising Expense	1,403.84

Account	2004
7085 Marketing Expense	12,759.76
7090 Building Supplies	1,020.01
7100 Leased Vehicles	1,772.28
7106 Transportation-vehicle Repairs	1,322.33
7107 Transportation-vehicle Rental	561.09
7108 Transportation Pass	35.30
7111 Parking Expense	315.00
7120 Bank Service Charges	21,918.63
7121 Human Resource Fees	2,047.50
7127 Payroll Service Fee	2,406.49
7140 Contributions	250.00
7181 Insurance - Liability	12,881.43
7183 Insurance - Health	5,833.80
7184 Insurance - Vehicle	957.16
7185 Insurance - Workman's Comp	7,436.45
7186 Insurance - Umbrella	7,485.42
7186 Insurance - Contractor	1,900.05
7201 Interest - Finance Charges	661.20
7202 Interest - Loans	1,932.04
7230 Leased Computer Equipment	3,229.04
7240 SG&A Miscellaneous	(1,342.92)
7250 Postage And Delivery	583.06
7251 Printing And Reproduction	5,130.96
7252 Freight And Delivery	244.96
7257 Office Equipment Expenses	4,405.57
7258 Uniform Expense	1,911.65
7259 Office Supplies	10,610.12
7271 Professional - Legal	17,206.16
7272 Professional - Accounting	2,624.34
7273 Professional - Consulting	47,993.27
7310 Rent	20,267.95
7312 Building Supplies	11,341.62
7313 Repairs - Building	4,611.55
7342 Telephone - Internet Service, Email	3,887.58
7343 Telephone - Cellular	29,854.01
7344 Telephone - Regular	11,442.08
7347 Fuel - SG&A	2,872.03
7352 Travel & Ent - Hotel	1,000.00
7353 Travel & Ent - Meals	307.60
7354 Travel & Ent - Travel/Mileage	400.00
7380 Certification Training	450.00
7391 Utilities - Gas And Electric	1,000.00
7393 Utilities - Alarm Monitoring	682.94
7603 Contributions	1,950.00
7604 SG&A Staff 401K Company Match	1,116.30
7861 Penalties	15.00
Total Selling, General & Administrative Expenses	548,816.77

Account	2004
Income from Operations	11,577.18
Other Income & Expenses	
8040 Bank Interest Earned	(1.02)
8050 Discounts Given	4,839.27
8202 Depreciation - Office Equip	2,219.78
8203 Depreciation - Desktop	567.00
8204 Depreciation - Office Furniture	495.64
8206 Depreciation - Vehicles	4,633.33
8502 Amortization - Office/Phone Systems/Support	2,303.12
8503 Amortization - Desktop	240.75
Total Other Income & Expenses	<u>15,297.87</u>
Net Income Before Taxes	(3,720.69)
Taxes	
7900 Federal Income Tax	0.00
7910 State Income Tax	0.00
7921 Taxes - Penalties	3,034.71
7922 Taxes - Local	0.00
7923 Taxes - Property	0.00
7924 Taxes - Franchise	100.00
Total Taxes	<u>3,134.71</u>
Net Income/Loss	<u>(6,855.40)</u>

Balance Sheet
Airdis Telecom

Airdis Telecom was formed from the merger of Clarity Telephone & Cable Max Solutions, Inc. in January 2005. These financials are a consolidation of Clarity Telephone and Cable Max Solutions, Inc. 2004 balance sheets.

Account	2004
Cash	
1003 Cole Taylor Bank General	2,250.00
1004 Cole Taylor Bank Payroll	925.45
1005 Cole Taylor Bank Savings	132.06
1010 Clearing Account	33,263.99
1040 Cole Taylor Bank CD	0.00
Total Cash	36,571.50
Current Assets	
1117 Prepaid State Income Tax	0.00
1118 Prepaid Federal Income Tax	500.00
1120 Inventory Asset	12,619.81
1200 Accounts Receivable	127,089.00
Total Current Assets	140,208.81
Fixed Assets / Property, Plant & Equipment	
1810 Test Equipment And Tools	10,896.51
1820 Office Equipment/Support System Purchases	65,530.24
1830 Vehicle Purchases	39,367.80
1850 Desktop IT	12,770.00
1870 Office Furniture	19,826.00
Total Fixed Assets / Property, Plant & Equipment	148,390.55
Accumulated Depreciation	
1811 Accumulated Depreciation - Equip And Tools	7,254.68
1821 Accumulated Depreciation - Office Equipment	21,769.21
1822 Accumulated Depreciation Desktop IT	807.75
1831 Accumulated Depreciation - Vans, Trucks, Etc	27,762.33
1852 Accumulated Depreciation Office Furniture	495.64
Total Accumulated Depreciation	58,089.61
Total Assets	267,081.25
Current Liabilities	
1020 American Express Gold Card	2,159.85
2000 Accounts Payable	57,292.04
2009 AT&T MasterCard	981.20
2010 Citibank MasterCard Advantage	(786.00)
2011 MBNA BICSI MasterCard	(4,583.62)
2012 Capital One	(991.99)
2100 Payroll Liabilities	(5,748.96)
2101 Employee FICA Withheld	23,620.65

Account	2004
2102	Federal Withholding (38,965.75)
2103	State Withholding 7,521.98
2104	Company FICA Payable 21,186.62
2105	Federal Unemployment Payable (4,317.18)
2106	State Unemployment Payable 22,731.21
2107	Union Withholdings And Payables (9,880.89)
2108	Workers' Compensation Payable 11,391.23
2315	Ford Van T1b8584677 1,085.33
	Total Current Liabilities <u>82,695.72</u>
	Long Term Liabilities
2525	Loan - Shareholder 85,585.83
2530	Tocar Loan 20,090.05
2535	Cole Taylor Credit Line 38,536.16
2536	Cole Taylor Credit Line 2 37,993.89
	Total Long Term Liabilities <u>182,205.93</u>
	Total Liabilities 264,901.65
	Equity
3030	Capital Stock 1,000.00
3060	Paid In Capital 74,000.00
	Total Equity <u>75,000.00</u>
	Current Earnings
3040	Current Earnings (6,855.40)
	Total Current Earnings (6,855.40)
	Retained Earnings
3050	Retained Earnings (65,965.00)
	Total Retained Earnings (65,965.00)
	Total Stock Holder Equity 2,179.60
	Total Liabilities and Equity 267,081.25

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
Airdis, LLC d/b/a Airdis Telecom for a license)
to provide basic local exchange service)
throughout the State of Michigan in the zone)
and exchange areas served by Verizon North)
Incorporated, Contel of the South, Inc., d/b/a)
Verizon North Systems, CenturyTel of)
Michigan, Inc., CenturyTel Midwest –)
Michigan, Inc., CenturyTel of Northern)
Michigan, Inc., CenturyTel of Upper Michigan,)
Inc., and SBC Michigan.)

Case No. U-14639

DIRECT TESTIMONY OF LAWRENCE A OSKIELUNAS

EXHIBIT A-4

**SMALL AND MINORITY OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN**

SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

Prepared pursuant to 1995 PA 216, Section 504

by

AIRDIS, LLC d/b/a AIRDIS TELECOM

STATEMENT OF PURPOSE

Airdis, LLC d/b/a Airdis Telecom (“Airdis”) as a responsible corporate resident of the State of Michigan, will seek to the maximum extent feasible to purchase goods and services from small and minority-owned telecommunications businesses, and to provide, to the maximum extent feasible, technical assistance to such businesses. The extent of Airdis’s ability to purchase the goods and services of small minority-owned telecommunications businesses depends upon their availability in Airdis’s service territory as well as business considerations such as pricing, inventory, quality and turnaround time on orders.

Airdis’s goal shall be the full and equal participation of such businesses as defined by the Michigan Department of Management and Budget. Airdis shall strive to achieve the purchase of a percentage of the total annual need for its operations of goods and/or services from small and minority-owned telecommunications businesses as defined by the Michigan Department of Management and Budget, which is equal to the percentage of small and minority-owned telecommunications suppliers doing business in the Airdis service territory, providing such goods and/or services are offered on a market competitive basis.

This plan is a statement of objectives and is not intended to create any legal obligation of Airdis or any of its parent companies, subsidiaries, or affiliates, to any person.

PARTICIPATION PLAN

Airdis will advise all personnel of the existence of the plan and of the Company’s goals established in the plan.

Airdis will designate an employee to have the responsibility of developing policies and procedures to allow for the success of Airdis’s efforts to purchase goods and services from small and minority-owned telecommunications businesses.

Airdis will establish targets to strive for in connection with reaching the annual goal of purchasing the established percentage of goods and services from small and minority-owned telecommunications businesses.

Airdis will adopt a system for identification of small and minority-owned businesses, and develop a resource list of small and minority-owned businesses in Airdis’s service territory. Specifically, Airdis will prepare a form designed to determine the qualifications of any business

with respect to their status as a small or minority-owned telecommunications business. Airdis will notify, to the extent practicable, such businesses of the existence of this Plan. Airdis will invite bids, or issue requests for proposals, or otherwise solicit offers and bids from such businesses.

Airdis will periodically review its practices under this plan and its goals established in the plan.

Airdis will exercise diligence and sensitivity to ensure that opportunities to small and minority-owned telecommunications businesses for doing business with Airdis are equivalent to those provided to those entities which are not small and/or minority-owned.

Airdis has or will develop an Equal Employment Opportunity plan to achieve the same and similar goals as this plan.

Airdis will provide technical assistance to any small or minority-owned telecommunications business requiring interconnection to any future Airdis network, and will provide technical assistance to such businesses offering telecommunications goods and services to the extent feasible. Airdis will inform such businesses of the availability of such assistance.

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
Airdis, LLC d/b/a Airdis Telecom for a license)
to provide basic local exchange service)
throughout the State of Michigan in the zone)
and exchange areas served by Verizon North)
Incorporated, Contel of the South, Inc., d/b/a)
Verizon North Systems, CenturyTel of)
Michigan, Inc., CenturyTel Midwest –)
Michigan, Inc., CenturyTel of Northern)
Michigan, Inc., CenturyTel of Upper Michigan,)
Inc., and SBC Michigan.)

Case No. U-14639

DIRECT TESTIMONY OF LAWRENCE A OSKIELUNAS

EXHIBIT A-5

ILLUSTRATIVE TARIFF

Airdis, LLC d/b/a Airdis Telecom

Regulations and Schedule of Intrastate Charges
Applying to Local End-User Telecommunications Service
Within the State of Michigan

**ILLUSTRATIVE
TARIFF**

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

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ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

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Exchanges

 5.8 Local Calling Areas – Traditional CenturyTel of Upper Michigan, Inc. Exchanges ..

 5.9 List of Cities, Villages, and Townships

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

CHECK SHEET

The pages of this tariff, as listed below, are effective as of the date shown. Sheets with the effective date blank are effective as of _____, the original effective date of this tariff. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>SECTION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>EFFECTIVE DATE</u>
----------------	-------------	-----------------	-----------------------

[Check sheets will be added to final tariff]

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- N To signify new rate or regulation.
- R To signify reduced rate.

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Airdis, LLC d/b/a Airdis Telecom, hereinafter referred to as the Company, to customers within the State of Michigan.

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

SECTION 1 - DEFINITIONS

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

Business Service - A switched network service that provides for dial station communications that is described as a business or commercial rate.

Business Customer - A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Company - Used throughout this tariff to refer to Airdis, LLC d/b/a Airdis Telecom, unless otherwise clearly indicated by the context.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Holidays - Holidays observed by the Company as specified in this tariff.

LATA - Means the local access and transport area as defined in *United States v American Telephone and Telegraph Co., 569 F.Supp. 990 (D.D.C. 1983)*.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

SECTION 1 – DEFINITIONS, CONT'D

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Residential Customer - A Residential Customer is a person to whom telecommunications services are furnished by the Company predominantly for personal or domestic purposes at the person's dwelling.

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

SECTION 2 - 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 the provision of an access line and usage within a local calling area for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Michigan.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. 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.

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.3 Terms and Conditions

- (A) Business Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Business 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. Business Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) 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 30 days' written notice. Any termination shall not relieve the Business 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.3 Terms and Conditions, cont'd.

- (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 Michigan regardless of its choice of laws provision.
- (F) No other telecommunications provider may 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 join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company, cont'd.

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company, cont'd.

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) **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.**

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.5 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.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or customer-missed appointments will not be figured into the rate of met commitments.

Calls requesting local directory assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.

The Company will maintain service so that the average monthly rate of initial customer trouble reports in any wire center area is not more than 6 per 100 access lines per month, exclusive of all of the following: (a) Reports concerning interexchange calls. (b) Trouble found in equipment that is not the provider's. (c) Nonregulated customer premises equipment or inside wiring. For the purpose of administering this rule, each party line customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each customer line reported in trouble. A provider shall take corrective action if a customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.

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SECTION 2 - 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 make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) 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.
- (C) The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) 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 it was provided by the Company.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.6 Provision of Equipment and Facilities, cont'd.

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

- (F) 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 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.

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SECTION 2 - 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

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 that 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.

2.1.9 Ownership of Facilities

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

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SECTION 2 - REGULATIONS, CONT'D.

2.2 Prohibited Uses

- (A) 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.
- (B) The Company may require business 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 Michigan Public Service Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) 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 - 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 personnel, 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;

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.1 General, cont'd.

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with 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;

- (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's 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;

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.1 General, cont'd.

- (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 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 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - REGULATIONS, CONT'D.**2.4 Customer Equipment and Channels - Business Customers****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 or data 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 and data communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Business 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 Business Customer's expense.

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SECTION 2 - REGULATIONS, CONT'D.

2.4 Customer Equipment and Channels - Business Customers, Cont'd.

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Business Customer's expense.
- (B) Communication 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 that are applicable to such connections.
- (C) 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 comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined below:

“End User means any customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an “end user” when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller.”

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SECTION 2 - REGULATIONS, CONT'D.

2.4 Customer Equipment and Channels - Business Customers, Cont'd.

2.4.4 Inspections

- (A) Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in Section 2.4.2(B) 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 Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements

2.5.1 Nondiscriminatory Service

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- (C) If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.
- (D) The Company will not state to a customer that basic local exchange service will be shut off unless the customer pays an amount that is due in whole or in part for an unregulated service.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd

2.5.2 Payment for Service

(A) Facilities and Service Charges

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

(B) Taxes

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

2.5.3 Billing and Collection of Charges

(A) The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.

(B) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.

(C) 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 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd

2.5.3 Billing and Collection of Charges, Cont'd

- (D) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (E) 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.
- (F) If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd

2.5.3 Billing and Collection of Charges, Cont'd

- (G) The date of rendition of the Company's bill for basic local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.

- (H) At a minimum, each Residential Customer bill rendered by the Company shall clearly state all of the following information:
 - (1) The beginning and ending dates of the billing period.
 - (2) The due date.
 - (3) Any previous balance.
 - (4) The telephone number for which the bill is rendered.
 - (5) The total amount due for basic local exchange service and regulated toll service.
 - (6) An itemized statement of all taxes due.
 - (7) The total amount due.
 - (8) The statement that rate schedules for basic local exchange service are available and will be mailed by the provider upon request at no cost to the customer.
 - (9) The address and telephone number of the provider, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd

2.5.3 Billing and Collection of Charges, Cont'd

- (I) Unless otherwise specified by the Customer, if partial payment of a bill is made, then the Company shall first credit the partial payment to basic local exchange service and regulated toll service.
- (J) Not later than 15 days after the completion of an order for new service or a change in existing service that results in a billing change, the Company shall send to the Residential Customer a written itemized statement of the services ordered, including all associated charges.
- (K) A Residential Customer shall have the right, within 1 billing period of receiving a bill for new services or changed services, to cancel, reduce, or modify a service or a portion of a service without further service charge.

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ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.4 Advance Payments

The Company may require the prepayment of 1 billing period's charges for basic local exchange service as a condition of service. If a Residential Customer's basic local exchange service is subject to usage-sensitive pricing, then the prepayment permitted by this rule shall not be more than the average of charges for similar services purchased in the Residential Customer's exchange during the most recent calendar year for which data are available. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. 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 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.5 Deposits

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed \$150.00 per access line.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) Simple interest on deposits will accrue at a rate equal to the rate paid on United States savings bonds, series EE.
- (E) No deposit will be charged for lifeline customer that voluntarily elects to receive toll blocking service.
- (F) The Company will not require a cash deposit or other guarantee as a condition of obtaining basic local exchange service, unless the prospective customer refuses to produce identification that can be readily and inexpensively verified or if the prospective customer has a history of payment default within the past 60 months for telecommunication services.
- (G) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service

Part I – Business Customers

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Business Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Business Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Business Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Business Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Business 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, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service to Business Customers without incurring any liability.
- (F) In the event of fraudulent use of the Company's network by Business Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service, cont'd.

Part I – Business Customers, cont'd

- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.6(A) or 2.5.6(B), 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.

Part II – Residential Customers

- (A) The Company may shut off basic local exchange service to a Residential Customer for one or more of the following reasons:
 - (a) Nonpayment of a delinquent account for basic local exchange service;
 - (b) Nonpayment of a delinquent account with a delinquent balance of \$150 or more for basic local exchange service and regulated toll service in the name of the customer;
 - (c) Maintaining a delinquent balance of \$125 or more for three consecutive months for basic local exchange service and regulated toll service;
 - (d) Unauthorized tampering or interference with facilities and equipment owned by a provider of basic local exchange service that are situated on or about the customer's premises.
 - (e) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement;
 - (f) Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service, cont'd.

Part II – Residential Customers, cont'd

(A) Cont'd

- (g) A violation of a tariff provision of the provider of basic local exchange service that is on file with or approved by the Michigan Public Service Commission that adversely affects the safety of the customer or other persons or the integrity of the provider's basic local exchange system;
- (h) Any other unauthorized use or interference with basic local exchange service, including improper use of a party line service by denying other customers on the line an equitable proportionate use of the service.

(B) Notwithstanding any other provision of this tariff, the Company will postpone the shutoff of basic local exchange service and regulated toll service to a Residential Customer for not more than 15 days if the customer produces a physician's certificate stating that the current mental or physical condition of the customer, a member of the customer's family, or another permanent resident of the premises where service is rendered who is suffering from an existing mental illness or medical condition will be endangered by a shutoff of service. The certificate shall identify the mental illness or medical condition of the customer, the member of the customer's family, or other permanent resident of the premises where service is rendered. If the Company is notified telephonically or in writing that a psychiatric or medical emergency exists, then the Company will permit 7 days for the Residential Customer to produce the certificate or notice. The postponement may be extended for 1 additional 15-day period by the renewal and the resubmission of the certificate or notice.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service, cont'd.

Part II – Residential Customers, cont'd

- (C) Notice of shutoff of basic local exchange service shall contain all of the following information:
 - (a) The name and the billing address of the customer and, to the extent possible, the address of the service, if different;
 - (b) A clear and concise statement of the reason for the proposed shutoff of service;
 - (c) The date after which service will be subject to shutoff without further notice unless the customer takes appropriate action;
 - (d) The right of the customer to file a formal complaint with the commission if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and regulated toll service that is not in dispute within 3 days of the date that the formal complaint is filed;
 - (e) A statement that service will not be shut off pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the commission; and
 - (f) The telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service, cont'd.

Part II – Residential Customers, cont'd

- (D) The Company will not shutoff service unless written notice is sent, by first-class mail, to the customer or personally served not less than 5 days before the date of the proposed shutoff. If a shutoff of service is sought for nonpayment of a delinquent account, then a notice of shutoff will not be sent before the time the account becomes delinquent. Service of notice by mail is complete upon mailing, unless proven otherwise by the customer. The Company will maintain an accurate record of the date of mailing. The Company is responsible for the accurate and timely notice of shutoff.
- (E) A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the commission concerning the bill upon which the notice is based.
- (F) Subject to the requirements of these rules, the company may shut off basic local exchange service to a customer on the date specified in the notice of shutoff or within a reasonable time thereafter, but only at times that the Company has personnel available to reconnect service.
- (G) Basic local exchange service shall not be shut off on a day, or a day immediately preceding a day, when the Company's personnel are not available to reconnect service.
- (H) Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service, cont'd.

Part II – Residential Customers, cont'd

- (I) After basic local exchange service has been shut off to a Residential Customer, the Company will restore service promptly, but not later than 1 working day after the customer's request, when the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made.
- (J) Any payments required for service restoration may be made by the customer in any reasonable manner. Payment by personal check may be refused by the provider if the customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.
- (K) Before restoring service, the Company at its option may require 1 or more of the following: (a) Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the provider; (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service and regulated toll service; (c) Payment of an amount provided by tariff for basic local exchange service restoration; and/or (d) A security deposit or payment guarantee not to exceed \$150 per access line.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.7 Cancellation of Application for Service

- (A) When a Customer cancels 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.
- (B) 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.
- (C) 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, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and applied on a case-by-case basis.

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SECTION 2 - REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.8 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.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins from the time the Customer's service is reported or is found to be out of service. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 2 - REGULATIONS, CONT'D.**2.6 Allowances for Interruptions in Service, Cont'd.****2.6.1 Credit for Interruptions, cont'd.**

- (C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Allowances for Interruptions in Service, Cont'd.

2.6.1 Credit for Interruptions, cont'd.

(C) (Cont'd)

Over 24 Hours. If a Customer's service is reported or is found to be out of service and remains out of service for more than 24 hours, then 1 of the following adjustments shall be made to the Customer's bill in the next billing period in which it is practicable to do so:

- (1) If the duration of the outage is less than 5 days of a month, then the appropriate credit shall be the prorated amount of the customer's monthly service rate.
- (2) If the duration of the outage is 5 days or longer, then the appropriate credit is the credit owed pursuant to 2.6.1(C)(1) of for the first 4 days of the outage plus an additional \$5.00 per day for the fifth day and each subsequent day of the outage, up to the amount of the customer's monthly service rate.
- (3) A credit adjustment will not be made if the outage is caused by the Customer or if a satisfactory replacement Service is provided to the Customer. Should the Customer elect to use an alternative Service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service.

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Allowances for Interruptions in Service, Cont'd.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, or joint user;
- (B) interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (C) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (D) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (E) interruption of service during a time period in which the Company provides a satisfactory replacement service.

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Allowances for Interruptions in Service, Cont'd.

2.6.3 Cancellation For Service Interruption

Cancellation or termination of service by Business Customers due to service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Restoration of Service

2.7.1 Business Service Restoration

When a Business Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, Service will be restored only upon the basis of the Business Customer completing a new application for Service and qualifying for Service as if it were a new Business Customer.

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SECTION 2 – REGULATIONS, CONT'D.

2.7 Restoration of Service, cont'd.

2.7.2 Residential Service Restoration

When a Residential Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, the Company will restore Service promptly, but not later than one (1) working day after the Residential Customer's request, after the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made. Before restoring service, the Company reserves the right to require one or more of the following:

- (1) Payment of the total amount due on all of the Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company;
- (2) An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
- (3) Payment of the restoration charge and any applicable installation charges pursuant to Section 4.3.4 of this tariff;
- (4) Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this tariff.

Any payments required for service restoration may be made by the Customer in any reasonable manner, except that payment by personal check may be refused by the Company if the Customer has tendered payment by a check that had been dishonored during the previous 3 years, excluding bank error.

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SECTION 2 - REGULATIONS, CONT'D.**2.8 Use of Customer's Service by Others****2.8.1 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 designated 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.

2.9 Cancellation of Service

If a Business 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 2.6.1 above), the Business Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

The Business 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 Business Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Business Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff incurred prior to disconnection, cancellation or termination; minus
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Business Customer's cancellation.

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SECTION 2 - REGULATIONS, CONT'D.**2.10 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:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

2.11 Notices and Communications

- (A) 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) 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.
- (C) 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.
- (D) 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.

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SECTION 2 - REGULATIONS, CONT'D.**2.12 Formal and Informal Procedures**

For Residential Customers, informal complaints will be handled by the Company's customer service department, which will use good faith efforts to informally resolve the dispute. If the Company and the Residential Customer are unable to informally resolve the dispute, the customer may file a formal complaint with the Michigan Public Service Commission.

2.12.1 Alternative Dispute Resolution

The following provisions apply if the formal complaint is for \$1,000 or less or if the customer elects to pursue an alternative means of dispute resolution.

- (A) The customer shall file a formal written complaint with the Michigan Public Service Commission.
- (B) If the customer and the Company cannot agree on an alternative means of dispute resolution within 20 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Commission.
- (C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 45 days after the written complaint was filed.
- (D) Within 7 days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- (E) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.
- (F) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.

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SECTION 2 - REGULATIONS, CONT'D.

2.12 Formal and Informal Procedures, cont'd.

2.12.1 Alternative Dispute Resolution, cont'd.

- (G) If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

2.12.2 Payment of Amount Not In Dispute

- (A) If a customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- (B) The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- (C) If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.
- (D) If the Customer fails to pay to the Company either the amount that is not in dispute or 50% of the amount that is in dispute, then the Company may shut off service consistent with this tariff.
- (E) If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid on United States Savings Bonds, series EE.

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SECTION 2 - REGULATIONS, CONT'D.

2.13 Customer Access to Information

2.13.1 Publication of Procedures

- (A) The Company will have a pamphlet available for its customers that, in layman's terms, lists and summarizes the rights and responsibilities of its customers and the Company
- (B) The pamphlet will be displayed prominently and shall be available at all of the Company's office locations that are open to the general public. The pamphlet shall be available upon customer request at no charge.
- (C) The pamphlet shall include all of the following information:
 - (1) Methods for customers to understand and verify the accuracy of billings.
 - (2) Payment standards and procedures.
 - (3) Procedures for shutoff and reconnection of basic local exchange service.
 - (4) Inquiry, service, and complaint procedures.
 - (5) Commission procedures related to customer complaints.
- (D) The information contained in the pamphlet shall be made available by the Company in audio format to customers who have visual impairments at no cost to the customers. The information may be provided through recorded announcements or the physical provision of a recording.

2.13.2 Public Access To Rules And Rates

The Company will keep on file, and provide public access to, a copy of the Michigan Public Service Commission's rules and a schedule of all rates and service charges at all of its offices that are open to the general public. Upon the request of a customer and at no cost to the customer, the Company will provide a customer with 1 copy of the rules and the rate schedules applicable to the customer's usage.

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SECTION 2 - REGULATIONS, CONT'D.

2.13 Customer Access to Information, cont.

2.13.3 Telephone Directories and Information

The Company will publish, or will arrange by agreement with the incumbent local exchange carrier or other directory provider to publish, on a page preceding the alphabetical listings in its telephone directories, in a prominent manner, and without charge, all of the following information:

- (A) The telephone number and address of the Company where the customer may inquire about telephone service.
- (B) The telephone number and address of the Michigan Public Service Commission where a customer may file a formal complaint regarding a service regulated by the Commission.

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SECTION 3 - SERVICE OFFERINGS

3.1 General

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.1.1 Application of Business and Residential Rates

- A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

- B. Business rates apply at the following locations, among others:
 - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.

 - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.

 - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.

 - 4. In any residence location where there is substantial business use of the service and the customer has no service at business rates.

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SECTION 3 - APPLICATION OF RATES, CONT'D.

3.1 General, Cont'd.

3.1.1 Application of Business and Residential Rates, Cont'd.

C. Residence rates apply at the following locations, among others:

1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the customer has service charged for at business rates another location.

3.2 Charges Based on Duration of Use

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:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) 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.
- (D) 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.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.2 Charges Based on Duration of Use, Cont'd

(E) All times refer to local time.

3.2.1 Applicable Rate Periods

Unless otherwise specified, applicable rate periods are indicated in the chart below:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD					EVE	
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* To, but not including

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

3.3.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.4 Calculation of Distance**

Usage charges are based on the airline distance between the serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by area code and exchange numbers. All calls are billed from the End User's serving wire center to the terminating point serving wire center.

The distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA Tariff FCC No. 4, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.5 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.6 Types of Services Offered

Section 3.7 of the tariff contains a general description of the services offered by the Company and the rates applicable to each service. The Company provides switched, telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State of Michigan, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

The services offered are:

Basic Local Exchange Service, consisting of:

- Business Basic Line Service
- Residential Basic Line Service, with choice of calling plans

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.7 Basic Local Exchange Service**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at no charge upon customer request. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line residence and business service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.7 Basic Local Exchange Service, Cont'd.****3.7.1 Business Essential Package**

Business Essential Package provides a customer with all the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Essential Package includes unlimited local calling. See Section 4.1 for rates.

3.7.2 Residential Basic Line Service

Residential Basic Line Service provides a residential customer with all of the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic line rates may be charged on any of the following optional rate plans. See Section 4.1 for rates.

A. Unlimited Calling Plan

The monthly rate for the Unlimited Calling Plan entitles the customer to unlimited outgoing calls per month within the local calling area without additional charge beyond the monthly rate per access line. Usage under any optional plans cannot be aggregated with this plan.

B. Limited Calling Plan - Plan 50

With Plan 50, the Customer pays a monthly rate per access line. No additional charge applies for calls within the Local Calling Area up to the 50 call allowance per month. Each call within the Local Calling Area in excess of the 50 call allowance is subject to local call charges. Usage charges are billed on a per call basis, regardless of distance, duration, or time of day.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.7 Basic Local Exchange Service, Cont'd.

3.7.2 Residential Basic Line Service, Cont'd.

C. Limited Calling Plan - Plan 400

- (1) With Plan 400, the Customer pays a monthly rate per access line. No additional charge applies for calls within the Local Calling Area up to the 400 call allowance per month. Each call within the Local Calling Area in excess of the 400 call allowance is subject to local call charges. Usage charges are billed on a per call basis, regardless of distance, duration, or time of day.

- (2) Upon sufficient notice to the Company, a Customer who is handicapped or is voluntarily providing a service for an organization classified by the Internal Revenue Service as a Section 501(c)(3) or (19) organization, or a congressionally chartered veterans organization, or their duly authorized foundations, is exempt from the 400 call per month limitation and shall not be charged more than the flat rate charged other residential customers for 400 calls.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.8 Directory Assistance Service

The Company furnishes Directory Assistance Service (“DA”) for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier when a party in Michigan requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.

In order to make allowance for a reasonable need for numbering plan area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three calls for telephone numbers of subscribers who are located within the numbering plan area of the calling party per month per station access line. The allowance is cumulative for all group billed services furnished on the same premises or as part of the same system within an exchange.

Charges for DA are not applicable to inquiries received from public and semipublic telephones, nor from telephone service furnished for the use of handicapped persons.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.9 IntraLATA Presubscription**1. General

IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA 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. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per-call basis.

2. Options

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber 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 3 - SERVICE OFFERINGS, CONT'D.

3.9 IntraLATA Presubscription (Cont'd)

3. Regulations

Subscribers of record on the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA presubscription.

Subscribers may change their selected option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in paragraph 5 following.

4. Customer Notices

The Company will notify subscribers of the availability of intraLATA presubscription. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, and a description of when and what charges apply related to the selection of an intraLATA toll carrier.

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SECTION 4 – RATES AND CHARGES

4.1 Basic Local Exchange Service

Service to be provided as defined in Section 3.7 of this tariff. Service charges under Section 4.2 also apply.

Business Essential Package

Monthly Rate: \$

Residential Basic Line Service

Unlimited Calling Plan

Monthly Rate: \$

Calling Plan 50

Monthly Rate: \$
Per call (after allowance): \$

Calling Plan 400

Monthly Rate: \$
Per call (after allowance): \$

[Rates to be included in final tariff after obtaining of interconnection arrangements with the ILEC]

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SECTION 4 – RATES AND CHARGES

4.2 Service Charges

4.2.1 Service Ordering Charge - Multi Element Charges

(A) Primary - For connecting new or additional Access lines.

Nonrecurring Charge

Residence, per service order \$____
Business, per service order \$____

(B) Secondary - For moving or changing existing service or adding new or additional service other than Access lines.

Residence, per service order \$____
Business, per service order \$____

(C) Record - For record type orders affecting directory listings.

Residence, per service order \$____
Business, per service order \$____

4.2.2 Access Line Connection Charge

(A) Per Access line or Trunk - Residence

(1) Central Office Work Charge \$____
(2) New Line Connection Charge \$____

(B) Per Access Line or Trunk - Business

(1) Central Office Work Charge \$____
(2) New Line Connection Charge \$____

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.2 Service Charges, Cont'd.

4.2.3 Restoration Charge

(A) Temporary Suspension at Customer's Request

Nonrecurring Charge

(1) Residence

Secondary Service Ordering Charge, per Customer request	\$_____
Charge per Telephone Number Restored	\$_____

(2) Business

Secondary Service Ordering Charge, per Customer request	\$_____
Charge per Telephone Number Restored	\$_____

(B) Nonpayment or Shutoff

In the event service is temporarily interrupted pursuant to Section 2.5.6 of this tariff, such service will be restored upon compliance with all requirements of Section 2.5.6 or, at the discretion of the Company, a substantial portion thereof, and in addition, charges as specified following will be applicable to restore such services.

(1) Residence

Secondary Service Ordering Charge, per request	\$_____
Charge per Telephone Number Restored	\$_____

(2) Business

Secondary Service Ordering Charge, per request	\$_____
Charge per Telephone Number Restored	\$_____

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SECTION 4 - RATES AND CHARGES, CONT'D.**4.3 Lifeline Program**

The lifeline program provides assistance for eligible Residential customers. For eligible Residential customers under the age of 65, the assistance available is the greater of \$8.25 per customer per month or 20% of the basic local exchange rate. For eligible customers over the age of 65, the assistance available is the greater of \$8.25 per customer per month or 25% of the basic local exchange rate.

4.3.1 Eligible Customers

Customers are eligible if the Customer's annual income does not exceed 150% of the federal poverty income standards as determined by the United States office of management and budget and as approved by the state treasurer.

4.3.2 Toll Blocking Service

Toll blocking service, by Customer choice, will be offered free of charge to lifeline Customer. Where a Customer voluntarily elects to receive toll blocking service, no deposit may be charged in accordance with Section 2.5.4 of this tariff.

4.3.3 "Link Up"

"Link up" is still offered to eligible Customers which waive the lesser of one-half (1/2) or \$30 of initial connections fees. The portion of connection fees which the lifeline customer must pay may be paid over a one-year period of time without interest charges.

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SECTION 4 - RATES AND CHARGES, CONT'D.**4.4 Emergency Services**

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing "0".

4.5 Telecommunications Relay Service

Telecommunications Relay Service enables hearing-impaired or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

4.6 Telephone Directory

For Customers that subscribed to the Company's Basic Local Exchange Service, the Company will provide each Customer annually at no charge one copy of a printed directory listing all telephone Service subscribers, except for unlisted and unpublished numbers, within the Customer's local exchange area. The Company may, at its option, either publish its own directory or provide a copy of one published by the dominant exchange service provider.

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SECTION 4 - RATES AND CHARGES, CONT'D.**4.7 Call Blocking Service**

Call Blocking Service is a Service which provides Customers with the capability to block originating calls to the 1-900 calling networks or 976 services. When Call Blocking Service is requested, all originating calls to 900 numbers nationwide will be blocked. Calls to a 976 service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach a Company-provided or DUC-provided intercept announcement. Call Blocking is provided at no charge.

4.8 IntraLATA Presubscriptiona. Application of Rates

There will be no charge for a subscriber's initial intraLATA toll presubscription selection.

New local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Company for local exchange service. If the new subscriber is unable to make a selection at that time, the new subscriber will be read a random listing of all available intraLATA toll carriers to aid his/her selection. If the new subscriber is still unable to make a selection at that time, the Company will inform the new subscriber that he/she will be given 90 days in which to inform the Company of an intraLATA toll presubscription carrier at no charge. The new subscriber will also be informed that the Company will assess a charge for any selection made after the 90 day window and that until a selection is made, the subscriber will be required to dial a carrier access code to route all intraLATA toll calls.

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.8 IntraLATA Presubscription, Cont'd.

a. Application of Rates (cont'd)

New subscribers who do not make an intraLATA toll carrier presubscription choice at the time the new subscriber places an order establishing local exchange service with the Company will not be presubscribed to any intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, an intraLATA presubscription change charge will apply for any change thereafter.

b. IntraLATA Presubscription Change Charge

Per non-residence or residence line, trunk, or port

	<u>Non-recurring Charge</u>
Initial line, trunk, or port	\$
Additional line, trunk, or port	\$

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.9 Rates By Individual Contract Basis (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.10 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this section 4.12.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps**

The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, by Incumbent Local Exchange Carrier, listed below to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the MPSC for approval.

Exchange	Incumbent Local Exchange Carrier
Akron	SBC Michigan
Albion	SBC Michigan
Algonac	SBC Michigan
Amasa	SBC Michigan
Ann Arbor	SBC Michigan
Applegate	SBC Michigan
Armada	SBC Michigan
Athens	SBC Michigan
Auburn	SBC Michigan
Bad Axe	SBC Michigan
Baldwin	SBC Michigan
Bark River	SBC Michigan
Battle Creek	SBC Michigan
Bay City	SBC Michigan
Bay Port	SBC Michigan
Beaverton	SBC Michigan
Belding	SBC Michigan
Belleville	SBC Michigan
Bellevue	SBC Michigan
Benton Harbor	SBC Michigan
Bergland	SBC Michigan
Berrien Springs	SBC Michigan
Bessemer	SBC Michigan
Beulah	SBC Michigan
Big Bay	SBC Michigan
Big Rapids	SBC Michigan
Birch Run	SBC Michigan
Boyne City	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Brevort	SBC Michigan
Brighton	SBC Michigan
Buchanan	SBC Michigan
Byron	SBC Michigan
Cadillac	SBC Michigan
Calumet	SBC Michigan
Carleton	SBC Michigan
Carsonville	SBC Michigan
Casnovia	SBC Michigan
Cedar Springs	SBC Michigan
Champion	SBC Michigan
Channing	SBC Michigan
Charlevoix	SBC Michigan
Charlotte	SBC Michigan
Cheboygan	SBC Michigan
Chelsea	SBC Michigan
Clare	SBC Michigan
Clarklake	SBC Michigan
Clarksville	SBC Michigan
Clio-Mt. Morris	SBC Michigan
Coleman	SBC Michigan
Coloma	SBC Michigan
Coral	SBC Michigan
Cornell	SBC Michigan
Croswell	SBC Michigan
Crystal Falls	SBC Michigan
Curtis	SBC Michigan
Dansville	SBC Michigan
Dexter	SBC Michigan
Dimondale	SBC Michigan
East Jordan	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
East Tawas	SBC Michigan
Eaton Rapids	SBC Michigan
Eau Claire	SBC Michigan
Elk Rapids	SBC Michigan
Engadine	SBC Michigan
Escanaba	SBC Michigan
Ewart	SBC Michigan
Fairgrove	SBC Michigan
Farwell	SBC Michigan
Fenton	SBC Michigan
Fife Lake	SBC Michigan
Flat Rock	SBC Michigan
Flint	SBC Michigan
Flushing	SBC Michigan
Fountain	SBC Michigan
Fowlerville	SBC Michigan
Frankenmuth	SBC Michigan
Frankfort	SBC Michigan
Freeland	SBC Michigan
Freeport	SBC Michigan
Freesoil	SBC Michigan
Fremont	SBC Michigan
Fulton	SBC Michigan
Gagetown	SBC Michigan
Galesburg	SBC Michigan
Galien	SBC Michigan
Gladstone	SBC Michigan
Gladwin	SBC Michigan
Grand Blanc	SBC Michigan
Grand Haven	SBC Michigan
Grant	SBC Michigan
Greenville	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Gwinn	SBC Michigan
Harbor Springs	SBC Michigan
Harrietta	SBC Michigan
Harrison	SBC Michigan
Hartland	SBC Michigan
Hastings	SBC Michigan
Hermansville	SBC Michigan
Hillsdale	SBC Michigan
Holland	SBC Michigan
Holly	SBC Michigan
Holt	SBC Michigan
Hopkins	SBC Michigan
Houghton	SBC Michigan
Howell	SBC Michigan
Indian River	SBC Michigan
Interlochen	SBC Michigan
Ionia	SBC Michigan
Iron Mountain	SBC Michigan
Iron River	SBC Michigan
Irons	SBC Michigan
Ironwood	SBC Michigan
Ishpeming	SBC Michigan
Jackson	SBC Michigan
Jonesville	SBC Michigan
Kalamazoo	SBC Michigan
Kalkaska	SBC Michigan
Kent City	SBC Michigan
Keweenaw	SBC Michigan
Lake Leelanau	SBC Michigan
Lake Linden	SBC Michigan
Lake Odessa	SBC Michigan
Lansing	SBC Michigan
Lapeer	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Le Roy	SBC Michigan
Leslie	SBC Michigan
Lexington	SBC Michigan
Linwood	SBC Michigan
Luther	SBC Michigan
Mackinac Island	SBC Michigan
Mackinac City	SBC Michigan
Mancelona	SBC Michigan
Manchester	SBC Michigan
Manistee	SBC Michigan
Manton	SBC Michigan
Marine City	SBC Michigan
Marion	SBC Michigan
Marquette	SBC Michigan
Marshall	SBC Michigan
Martin	SBC Michigan
Mason	SBC Michigan
Mayville	SBC Michigan
Mc Bain	SBC Michigan
Menominee	SBC Michigan
Michigamme	SBC Michigan
Middleville	SBC Michigan
Midland	SBC Michigan
Milan	SBC Michigan
Monroe	SBC Michigan
Morley	SBC Michigan
Mt. Clemens	SBC Michigan
Mulliken	SBC Michigan
Napoleon	SBC Michigan
Nashville	SBC Michigan
Negaunee	SBC Michigan
Newaygo	SBC Michigan
New Baltimore	SBC Michigan
Newberry	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
New Boston	SBC Michigan
New Buffalo	SBC Michigan
New Haven	SBC Michigan
Niles	SBC Michigan
Northport	SBC Michigan
Northville	SBC Michigan
Norway	SBC Michigan
Olivet	SBC Michigan
Onekama	SBC Michigan
Oscoda	SBC Michigan
Otsego	SBC Michigan
Owendale	SBC Michigan
Peck	SBC Michigan
Pellston	SBC Michigan
Perkins	SBC Michigan
Petoskey	SBC Michigan
Pinckney	SBC Michigan
Plainwell	SBC Michigan
Plymouth	SBC Michigan
Port Huron	SBC Michigan
Portland	SBC Michigan
Port Sanilac	SBC Michigan
Potterville	SBC Michigan
Powers	SBC Michigan
Rapid River	SBC Michigan
Reed City	SBC Michigan
Reese	SBC Michigan
Republic	SBC Michigan
Richland	SBC Michigan
Rock	SBC Michigan
Rockwood	SBC Michigan
Romeo	SBC Michigan
Rosebush	SBC Michigan
Saginaw	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
St. Charles	SBC Michigan
St. Clair	SBC Michigan
St. Helen	SBC Michigan
St. Ignace	SBC Michigan
St. Joseph	SBC Michigan
Sand Lake	SBC Michigan
Sandusky	SBC Michigan
Saranac	SBC Michigan
Sault Ste. Marie	SBC Michigan
Scotts	SBC Michigan
Scottville	SBC Michigan
Sebawaing	SBC Michigan
Snover	SBC Michigan
South Lyon	SBC Michigan
Standish	SBC Michigan
Stephenson	SBC Michigan
Three Oaks	SBC Michigan
Traverse City	SBC Michigan
Trout Lake	SBC Michigan
Trufant	SBC Michigan
Tustin	SBC Michigan
Ubly	SBC Michigan
Unionville	SBC Michigan
Utica	SBC Michigan
Vassar	SBC Michigan
Vermontville	SBC Michigan
Vicksburg	SBC Michigan
Wakefield	SBC Michigan
Walloon Lake	SBC Michigan
Washington	SBC Michigan
Watersmeet	SBC Michigan
Watervliet	SBC Michigan
Wayland	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
West Branch	SBC Michigan
White Cloud	SBC Michigan
Whitmore Lake	SBC Michigan
Williamsburg	SBC Michigan
Willis	SBC Michigan
Wolverine	SBC Michigan
Ypsilanti	SBC Michigan
Zeeland	SBC Michigan
Detroit District Exchange	SBC Michigan
Birmingham Zone	SBC Michigan
Centerline Zone	SBC Michigan
Detroit Zone	SBC Michigan
Farmington Zone	SBC Michigan
Livonia Zone	SBC Michigan
Romulus Zone	SBC Michigan
Roseville Zone	SBC Michigan
Royal Oak Zone	SBC Michigan
Southfield Zone	SBC Michigan
Trenton Zone	SBC Michigan
Troy Zone	SBC Michigan
Warren Zone	SBC Michigan
Wayne Zone	SBC Michigan
West Bloomfield Zone	SBC Michigan
Wyandotte Zone	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Grand Rapids District	
Exchange	SBC Michigan
Ada Zone	SBC Michigan
Alto Zone	SBC Michigan
Byron Center Zone	SBC Michigan
Caledonia Zone	SBC Michigan
Dorr Zone	SBC Michigan
Dutton Zone	SBC Michigan
Grand Rapids Zone	SBC Michigan
Grattan Zone	SBC Michigan
Hudsonville Zone	SBC Michigan
Jamestown Zone	SBC Michigan
Lowell Zone	SBC Michigan
Marne Zone	SBC Michigan
Moline Zone	SBC Michigan
Rockford Zone	SBC Michigan
Sparta Zone	SBC Michigan
Pontiac District Exchange	
Auburn Heights Zone	SBC Michigan
Clarkston Zone	SBC Michigan
Commerce Zone	SBC Michigan
Drayton Plains Zone	SBC Michigan
Lake Orion Zone	SBC Michigan
Oxford Zone	SBC Michigan
Pontiac Zone	SBC Michigan
Rochester Zone	SBC Michigan
Walled Lake Zone	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Adrian	Verizon North Inc.
Alden	Verizon North Inc.
Allegan	Verizon North Inc.
Alma	Verizon North Inc.
Almont	Verizon North Inc.
Alpena	Verizon North Inc.
Ashley	Verizon North Inc.
Atlanta	Verizon North Inc.
Avoca	Verizon North Inc.
Bancroft	Verizon North Inc.
Bangor	Verizon North Inc.
Barryton	Verizon North Inc.
Bath	Verizon North Inc.
Blissfield	Verizon North Inc.
Breckenridge	Verizon North Inc.
Britton	Verizon North Inc.
Bronson	Verizon North Inc.
Brown City	Verizon North Inc.
Burr Oak	Verizon North Inc.
Capac	Verizon North Inc.
Carson City	Verizon North Inc.
Caseville	Verizon North Inc.
Cass City	Verizon North Inc.
Cassopolis	Verizon North Inc.
Central Lake	Verizon North Inc.
Centreville	Verizon North Inc.
Clam River	Verizon North Inc.
Clifford	Verizon North Inc.
Clinton	Verizon North Inc.
Coldwater	Verizon North Inc.
Coldwater Lake	Verizon North Inc.
Colon	Verizon North Inc.
Columbiaville	Verizon North Inc.
Conklin	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Constantine	Verizon North Inc.
Coopersville	Verizon North Inc.
Covert	Verizon North Inc.
Davison	Verizon North Inc.
Decatur	Verizon North Inc.
Deckerville	Verizon North Inc.
Dewitt	Verizon North Inc.
Dowagiac	Verizon North Inc.
Dryden	Verizon North Inc.
Dundee	Verizon North Inc.
Durand	Verizon North Inc.
Eastport	Verizon North Inc.
Edmore	Verizon North Inc.
Edwardsburg	Verizon North Inc.
Elkton	Verizon North Inc.
Ellsworth	Verizon North Inc.
Elsie	Verizon North Inc.
Emmet	Verizon North Inc.
Erie	Verizon North Inc.
Fairview	Verizon North Inc.
Fennville	Verizon North Inc.
Fenwick	Verizon North Inc.
Fowler-Pewamo	Verizon North Inc.
Elkton	Verizon North Inc.
Ellsworth	Verizon North Inc.
Elsie	Verizon North Inc.
Emmet	Verizon North Inc.
Erie	Verizon North Inc.
Fairview	Verizon North Inc.
Fennville	Verizon North Inc.
Fenwick	Verizon North Inc.
Fowler-Pewamo	Verizon North Inc.
Fruitport	Verizon North Inc.
Fairview	Verizon North Inc.
Fennville	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Fenwick	Verizon North Inc.
Fowler-Pewamo	Verizon North Inc.
Fruitport	Verizon North Inc.
Gaines	Verizon North Inc.
Ganges	Verizon North Inc.
Gaylord	Verizon North Inc.
Gobles	Verizon North Inc.
Goodells	Verizon North Inc.
Grand Junction	Verizon North Inc.
Grand Ledge	Verizon North Inc.
Grass Lake	Verizon North Inc.
Grayling	Verizon North Inc.
Hamilton	Verizon North Inc.
Harbor Beach	Verizon North Inc.
Harrisville	Verizon North Inc.
Hart	Verizon North Inc.
Hartford	Verizon North Inc.
Hemlock	Verizon North Inc.
Hesperia	Verizon North Inc.
Higgins Lakes	Verizon North Inc.
Hillman	Verizon North Inc.
Holton	Verizon North Inc.
Houghton Lake	Verizon North Inc.
Howard City	Verizon North Inc.
Hubbard Lake	Verizon North Inc.
Hubbardston	Verizon North Inc.
Hudson	Verizon North Inc.
Ida	Verizon North Inc.
Imlay City	Verizon North Inc.
Ithaca	Verizon North Inc.
Jedo	Verizon North Inc.
Kingston	Verizon North Inc.
Lachine	Verizon North Inc.
Laingsburg	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Lakeview	Verizon North Inc.
Lawton	Verizon North Inc.
Lewiston	Verizon North Inc.
Lincoln	Verizon North Inc.
Linden	Verizon North Inc.
Long Lake	Verizon North Inc.
Lost Peninsula	Verizon North Inc.
Ludington	Verizon North Inc.
Maple Rapids	Verizon North Inc.
Marcellus	Verizon North Inc.
Mattawan	Verizon North Inc.
Maybee	Verizon North Inc.
McBride	Verizon North Inc.
Memphis	Verizon North Inc.
Mendon	Verizon North Inc.
Merrill	Verizon North Inc.
Metamora	Verizon North Inc.
Middleton	Verizon North Inc.
Milford-White Lake	Verizon North Inc.
Minden City	Verizon North Inc.
Mio	Verizon North Inc.
Mt. Pleasant	Verizon North Inc.
Muir	Verizon North Inc.
Muskegon	Verizon North Inc.
North Branch	Verizon North Inc.
North Sylvania	Verizon North Inc.
Onaway	Verizon North Inc.
Ortonville	Verizon North Inc.
Ossineke	Verizon North Inc.
Otisville	Verizon North Inc.
Ovid	Verizon North Inc.
Owosso	Verizon North Inc.
Palo	Verizon North Inc.
Paw Paw	Verizon North Inc.
Pentwater	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Pompeii	Verizon North Inc.
Posen	Verizon North Inc.
Quincy	Verizon North Inc.
Rankin	Verizon North Inc.
Ravenna	Verizon North Inc.
Reading	Verizon North Inc.
Remus	Verizon North Inc.
Richmond	Verizon North Inc.
Riverdale	Verizon North Inc.
Rogers City	Verizon North Inc.
Roscommon	Verizon North Inc.
St. Johns	Verizon North Inc.
St. Louis	Verizon North Inc.
Saline	Verizon North Inc.
Saugatuck	Verizon North Inc.
Schoolcraft	Verizon North Inc.
Shelby	Verizon North Inc.
Shepherd	Verizon North Inc.
Sheridan	Verizon North Inc.
Sidney	Verizon North Inc.
Sister Lakes	Verizon North Inc.
Six Lakes	Verizon North Inc.
Smith Creek	Verizon North Inc.
South Haven	Verizon North Inc.
Stanton	Verizon North Inc.
Stanwood	Verizon North Inc.
Sturgis	Verizon North Inc.
Swartz Creek	Verizon North Inc.
Tecumseh	Verizon North Inc.
Temperance	Verizon North Inc.
Three Rivers	Verizon North Inc.
Tipton	Verizon North Inc.
Torch River Bridge	Verizon North Inc.
Twin Lake	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.

5.1 Legal Descriptions and Maps, Cont'd.

Exchange	Incumbent Local Exchange Carrier
Union	Verizon North Inc.
Union City	Verizon North Inc.
Vandalia	Verizon North Inc.
Vanderbilt	Verizon North Inc.
Vestaburg	Verizon North Inc.
Weidman	Verizon North Inc.
Whitehall	Verizon North Inc.
White Pigeon	Verizon North Inc.
Williamston	Verizon North Inc.
Woodland	Verizon North Inc.
Yale	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Addison	Verizon North Systems
Alger	Verizon North Systems
Baroda	Verizon North Systems
Bridgman	Verizon North Systems
Burlington	Verizon North Systems
Fitchburg	Verizon North Systems
Glenn	Verizon North Systems
Gregory	Verizon North Systems
Homer	Verizon North Systems
Lacota	Verizon North Systems
Lambertville	Verizon North Systems
Lawrence	Verizon North Systems
Lupton	Verizon North Systems
Morenci	Verizon North Systems
Munith	Verizon North Systems
Onondaga	Verizon North Systems
Parma	Verizon North Systems
Prescott	Verizon North Systems
Pullman	Verizon North Systems
Rives Junction	Verizon North Systems
Rose City	Verizon North Systems
Sawyer	Verizon North Systems
Sterling	Verizon North Systems
Stockbridge	Verizon North Systems
Tekonsha	Verizon North Systems
Webberville	Verizon North Systems

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Alanson	CenturyTel of Michigan, Inc.
Bear Lake	CenturyTel of Michigan, Inc.
Boyne Falls	CenturyTel of Michigan, Inc.
Brutus	CenturyTel of Michigan, Inc.
Caro	CenturyTel of Michigan, Inc.
Crystal	CenturyTel of Michigan, Inc.
Elmira	CenturyTel of Michigan, Inc.
Glen Lake	CenturyTel of Michigan, Inc.
Glennie	CenturyTel of Michigan, Inc.
Hale	CenturyTel of Michigan, Inc.
Honor	CenturyTel of Michigan, Inc.
Hope	CenturyTel of Michigan, Inc.
Kinde	CenturyTel of Michigan, Inc.
Lake Ann	CenturyTel of Michigan, Inc.
Lake City	CenturyTel of Michigan, Inc.
Levering	CenturyTel of Michigan, Inc.
Marlette	CenturyTel of Michigan, Inc.
Merritt	CenturyTel of Michigan, Inc.
Moorestown	CenturyTel of Michigan, Inc.
Newport	CenturyTel of Michigan, Inc.
Pinconning	CenturyTel of Michigan, Inc.
Port Austin	CenturyTel of Michigan, Inc.
Port Hope	CenturyTel of Michigan, Inc.
Sand Lake Heights	CenturyTel of Michigan, Inc.
Sixty Lakes	CenturyTel of Michigan, Inc.
Suttons Bay	CenturyTel of Michigan, Inc.
Vickeryville	CenturyTel of Michigan, Inc.
Whittemore	CenturyTel of Michigan, Inc.
Falmouth	CenturyTel of Northern Michigan, Inc.
Kingsley	CenturyTel of Northern Michigan, Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Au Gres	CenturyTel Midwest – Michigan, Inc.
Borculo	CenturyTel Midwest – Michigan, Inc.
Brant	CenturyTel Midwest – Michigan, Inc.
Chesaning	CenturyTel Midwest – Michigan, Inc.
Chippewa Lake	CenturyTel Midwest – Michigan, Inc.
Goodrich	CenturyTel Midwest – Michigan, Inc.
Hadley	CenturyTel Midwest – Michigan, Inc.
Litchfield	CenturyTel Midwest – Michigan, Inc.
Mecosta	CenturyTel Midwest – Michigan, Inc.
Montrose	CenturyTel Midwest – Michigan, Inc.
Mosherville	CenturyTel Midwest – Michigan, Inc.
New Lothrop	CenturyTel Midwest – Michigan, Inc.
Orner	CenturyTel Midwest – Michigan, Inc.
Orleans	CenturyTel Midwest – Michigan, Inc.
Sunfield	CenturyTel Midwest – Michigan, Inc.
Cedarville	CenturyTel of Upper Michigan, Inc.
DeTour	CenturyTel of Upper Michigan, Inc.
Garden	CenturyTel of Upper Michigan, Inc.
Gulliver	CenturyTel of Upper Michigan, Inc.
Kinross	CenturyTel of Upper Michigan, Inc.
Manistique	CenturyTel of Upper Michigan, Inc.
Pickford	CenturyTel of Upper Michigan, Inc.
Rudyard	CenturyTel of Upper Michigan, Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.

5.2 Local Calling Areas - Traditional SBC Michigan Exchanges

Calls originating from the listed Exchange or Zone and terminating in the Exchanges and Zones in the local calling area will be treated and charged as local calls.

**Exchange
or Zone**

Local Calling Area

[Will be added in final tariff]

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SECTION 5 – SERVICE AREAS, CONT'D.

5.3 Local Calling Areas – Traditional Verizon North Inc. Exchanges

**Exchange
or Zone**

Local Calling Area

[Will be added in final tariff]

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SECTION 5 – SERVICE AREAS, CONT'D.

5.4 Local Calling Areas – Traditional Verizon North Systems Exchanges

**Exchange
or Zone**

Local Calling Area

[Will be added in final tariff]

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SECTION 5 – SERVICE AREAS, CONT'D.

5.5 Local Calling Areas – Traditional CenturyTel of Michigan, Inc. Exchanges

<u>Exchange or Zone</u>	<u>Local Calling Area</u>
------------------------------------	----------------------------------

[Will be added in final tariff]

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SECTION 5 – SERVICE AREAS, CONT'D.

5.6 Local Calling Areas – Traditional CenturyTel Midwest – Michigan, Inc. Exchanges

**Exchange
or Zone** **Local Calling Area**

[Will be added in final tariff]

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SECTION 5 – SERVICE AREAS, CONT'D.

5.7 Local Calling Areas – Traditional CenturyTel of Northern Michigan, Inc. Exchanges

<u>Exchange or Zone</u>	<u>Local Calling Area</u>
------------------------------------	----------------------------------

[Will be added in final tariff]

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

SECTION 5 – SERVICE AREAS, CONT'D.

5.8 Local Calling Areas – Traditional CenturyTel of Upper Michigan, Inc. Exchanges

<u>Exchange or Zone</u>	<u>Local Calling Area</u>
------------------------------------	----------------------------------

[Will be added in final tariff]

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

SECTION 5 – SERVICE AREAS, CONT'D.

5.9 List of Cities, Villages, and Townships

The following list of exchanges and zones shows, by County, the incorporated cities, villages and townships which are wholly or partly within the assigned area of each exchange or zone. (Villages are indicated by "Vill" and Townships are indicated by "Twp." In Section 5.4.3, cities and villages are combined as "City/Vill.")

5.9.1 Traditional SBC Michigan Exchanges

[Will be added in final tariff]

5.9.2 Traditional Verizon North Inc.Exchanges

[Will be added in final tariff]

5.9.3 Traditional Verizon North Systems Exchanges

[Will be added in final tariff]

5.9.4 Traditional CenturyTel of Michigan, Inc. Exchanges

[Will be added in final tariff]

5.9.5 Traditional CenturyTel Midwest — Michigan, Inc. Exchanges

[Will be added in final tariff]

5.9.6 Traditional CenturyTel of Northern Michigan, Inc. Exchanges

[Will be added in final tariff]

5.9.7 Traditional CenturyTel of Upper Michigan, Inc. Exchanges

[Will be added in final tariff]

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-14639
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Lawrence A. Oskielunas — Chief Operating Officer
246 East Janata Blvd., Suite 262, Lombard, IL 60148

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
Airdis, LLC d/b/a Airdis Telecom for a license)
to provide basic local exchange service)
throughout the State of Michigan in the zone)
and exchange areas served by Verizon North)
Incorporated, Contel of the South, Inc., d/b/a)
Verizon North Systems, CenturyTel of)
Michigan, Inc., CenturyTel Midwest –)
Michigan, Inc., CenturyTel of Northern)
Michigan, Inc., CenturyTel of Upper Michigan,)
Inc., and SBC Michigan.)

Case No. U-14639

DIRECT TESTIMONY OF LAWRENCE A OSKIELUNAS

EXHIBIT A-6

AFFIDAVIT OF LAWRENCE A OSKIELUNAS

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
Airdis, LLC d/b/a Airdis Telecom for a license)
to provide basic local exchange service)
throughout the State of Michigan in the zone)
and exchange areas served by Verizon North)
Incorporated, Contel of the South, Inc., d/b/a)
Verizon North Systems, CenturyTel of)
Michigan, Inc., CenturyTel Midwest –)
Michigan, Inc., CenturyTel of Northern)
Michigan, Inc., CenturyTel of Upper Michigan,)
Inc., and SBC Michigan.)

Case No. U-14639

AFFIDAVIT OF LAWRENCE A. OSKIELUNAS

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

Lawrence A. Oskielunas, being duly sworn, deposes and says that:

1. I am Chief Operating Officer of Airdis, LLC d/b/a Airdis Telecom (hereinafter “Airdis” or the “Applicant”).

2. I am the person authorized by Airdis to testify in this proceeding.

3. I have personal knowledge of the facts contained herein, except as to matters stated as being based on information and belief, and as to those matters, I believe them to be true.

If called as a witness, I can competently testify as to the matter stated herein.

4. I am the same Lawrence A. Oskielunas who caused to be prefiled with the Michigan Public Service Commission the direct testimony of Lawrence A. Oskielunas on

September 22, 2005, in MPSC Case No. U-14639. My direct testimony, which appears on twelve (12) numbered pages, and consist of a series of questions and answers, is attached hereto.

5. I have no changes or additions to make to my prefiled direct testimony. If asked the same questions today, my answers would be the same.

6. I caused to be prepared and prefiled Exhibit A-1 to my direct testimony, which consists of Airdis' Articles of Organization and Certificate to Transact Business in Michigan. I have no changes or additions to propose to that Exhibit.

7. I caused to be prepared and prefiled Exhibit A-2 to my direct testimony, which consists of Airdis' Brief Biographies of Key Management and Technical Personnel. I have no changes or additions to propose to that Exhibit.

8. I caused to be prepared and prefiled Exhibit A-3 to my direct testimony, which consists of Airdis' Financial Qualifications. I have no changes or additions to propose to that Exhibit.

9. I caused to be prepared and prefiled Exhibit A-4 to my direct testimony, which consists of Airdis' Small and Minority-Owned Telecommunications Business Participation Plan. I have no changes or additions to propose to that Exhibit.

10. I caused to be prepared and prefiled Exhibit A-5 to my direct testimony, which consists of Airdis' Illustrative Tariff. I have no changes or additions to propose to that Exhibit.

11. If granted a license to provide basic local exchange service throughout the State of Michigan, Airdis agrees to comply with the standard Michigan regulatory requirements of authorized basic local exchange service providers as specified in the Michigan Telecommunications Act and various Commission orders.

12. I request my prefiled direct testimony to be bound into the record at the evidentiary hearing scheduled for Thursday, December 1, 2005 at 9:00 a.m., or at such other time and date as the Commission may schedule, that the exhibits described above be received into evidence, as marked, and that this Affidavit be received into evidence.

FURTHER AFFIANT sayeth not.

Lawrence A. Oskielunas
Lawrence A. Oskielunas
Airdis, LLC d/b/a/ Airdis Telecom

Subscribed and sworn to before me
this 3rd day of November, 2005

Barbara A. Kopp
Notary Public
County of DuPage, Illinois
My Commission Expires: 7-29-2007

