

ORIGINAL

MILLER ISAR INC
REGULATORY CONSULTANTS

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04 MAY 32 AM 10:01

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Via Overnight Delivery
May 28, 2004

Ms. Blanca Bayo
Director, The Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

Re: PNG Telecommunications, Inc. d/b/a PowerNet Global Communications – TX 409

Dear Ms. Bayo:

Enclosed for filing please find an original and four (4) copies of PNG Telecommunication, Inc. d/b/a PowerNet Global Communications' ("PNG") initial competitive local exchange carrier tariff, FL PSC No. 1, bearing an effective date of June 2, 2004, one day after the Commission's receipt.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope enclosed for this purpose.

Questions regarding this application may be directed to me at the telephone and facsimile numbers above, or via electronic mail at sklinzman@millerisar.com.

CMP erg. price list

COM _____ Sincerely,

CTR _____

ECR _____ MILLER ISAR, INC.

GCL _____ *Stacey A. Klinzman*
Stacey A. Klinzman

OPC _____ Director – Regulatory Compliance

MMS _____ cc: Dennis Packer, PNG Telecommunications, Inc.

RCA _____

SCR _____

SEC _____

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06178 JUN-1 04

FLORIDA TELECOMMUNICATIONS PRICE LIST

applicable to

Reseller and Facilities-Based Competitive
Local Exchange Carrier Services

provided by

PNG Telecommunications, Inc.
d/b/a PowerNet Global Communications

This Price List ("Price List") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed resold and facilities-based local exchange telecommunications services provided by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications within the State of Florida. This Price List is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at Company's principal place of business, 100 Commercial Drive, Fairfield, Ohio 45014.

Issued: June 1, 2004

Issued by:

Bernie Stevens, President
100 Commercial Drive
Fairfield, OH 45014

Effective: June 2, 2004

DOCUMENT NUMBER-DATE

06178 JUN-18

FPSC-COMMISSION CLERK

CHECK SHEET

The Title Sheet and Sheets 1 through 105 inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

| Sheet No. | Sheet Version | Sheet No. | Sheet Version | Sheet No. | Sheet Version |
|-----------|---------------|-----------|---------------|-----------|---------------|
| Title | Original | | | | |
| 1 | Original | 31 | Original | 61 | Original |
| 2 | Original | 32 | Original | 62 | Original |
| 3 | Original | 33 | Original | 63 | Original |
| 4 | Original | 34 | Original | 64 | Original |
| 5 | Original | 35 | Original | 65 | Original |
| 6 | Original | 36 | Original | 66 | Original |
| 7 | Original | 37 | Original | 67 | Original |
| 8 | Original | 38 | Original | 68 | Original |
| 9 | Original | 39 | Original | 69 | Original |
| 10 | Original | 40 | Original | 70 | Original |
| 11 | Original | 41 | Original | 71 | Original |
| 12 | Original | 42 | Original | 72 | Original |
| 13 | Original | 43 | Original | 73 | Original |
| 14 | Original | 44 | Original | 74 | Original |
| 15 | Original | 45 | Original | 75 | Original |
| 16 | Original | 46 | Original | 76 | Original |
| 17 | Original | 47 | Original | 77 | Original |
| 18 | Original | 48 | Original | 78 | Original |
| 19 | Original | 49 | Original | 79 | Original |
| 20 | Original | 50 | Original | 80 | Original |
| 21 | Original | 51 | Original | 81 | Original |
| 22 | Original | 52 | Original | 82 | Original |
| 23 | Original | 53 | Original | 83 | Original |
| 24 | Original | 54 | Original | 84 | Original |
| 25 | Original | 55 | Original | 85 | Original |
| 26 | Original | 56 | Original | 86 | Original |
| 27 | Original | 57 | Original | 87 | Original |
| 28 | Original | 58 | Original | 88 | Original |
| 29 | Original | 59 | Original | 89 | Original |
| 30 | Original | 60 | Original | 90 | Original |

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CHECK SHEET, Continued

| Sheet No. | Sheet Version | Sheet No. | Sheet Version | Sheet No. | Sheet Version |
|------------------|----------------------|------------------|----------------------|------------------|----------------------|
| 91 | Original | | | | |
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| 102 | Original | | | | |
| 103 | Original | | | | |
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EXPLANATION OF SYMBOLS

When changes are made in any price list page, a revised page will be issued replacing the price list page affected. Changes will be identified on the revised page through the use of the following symbols:

- (D) Delete or Discontinue
- (I) Change resulting in an Increase to a Customer's bill
- (M) Moved from another Price List location
- (N) New
- (R) Change resulting in a Reduction to a Customer's bill
- (T) Change in Text or regulation but no change in rate or charge

PRICE LIST FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, occasionally, when a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a price list filing is made with the Commission, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the pages contained in the price list with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The price list user should refer to the latest Check Sheet to find if a particular page is the most current on file with the Commission.

APPLICATION OF PRICE LIST

This Price List contains the rates applicable to the provision of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Florida.

Issued: June 1, 2004

Issued by:

Bernie Stevens, President
100 Commercial Drive
Fairfield, OH 45014

Effective: June 2, 2004

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Price List are defined in this section. Other terms having reference only to a specific Service offered by the Company may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant - The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided pursuant to this Price List.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Basic Local Exchange Service: Service that includes the following:

- Single-party Service;
- Voice grade access to the public switched network;
- Support for local use;
- Dual tone multifrequency signaling (touch-tone);
- Access to emergency Services (E911);
- Access to operator Services;
- Access to Interexchange Services;
- Access to directory assistance; and
- Toll limitation Services.

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Business Service - Service will be classified as Business Service if:

The Service is used primarily or substantially for a paid commercial, professional or institutional activity; or

The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or

The Service number is listed as the principal or only number for a business in any telecommunications directory; or

The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

Called Station: The terminating point of a call (i.e., the called number).

Carrier - An entity certified by the Commission to provide telecommunications Services within Florida. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.

Central Office - A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same building.

Central Office Area - The specific section of an Exchange Area served by a particular Central Office or by a particular group of Central Offices.

Channel: A communications path between two or more points of termination.

Class of Service - The term used in describing Exchange Service with respect to the character of use to be made of such Service. The Company furnishes two classes of Service: Residence and Business. The classification of a Customer's Service as Business or Residential is determined by these regulations, which define the character of use for rate purposes. (See Business Customer and Residential Customer for more details.)

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Commission: The Florida Public Service Commission.

Company: PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("PNG")

Customer: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of PNG.

Customer Premises: A location(s) designated by the Customer for the purposes of connecting to Company's Services.

Day - From 8:00 A.M. up to but not including 5:00 P.M., every day including Saturday and Sunday.

Directory Listing - The publication in alphabetical directory published by an incumbent LEC of information relative to a subscriber's telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

End User: Any person, firm, corporation, partnership or other entity which uses the Services of PNG under the provisions and regulations of this Price List. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

Exchange - A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Exchange Area - The territory included within the boundaries of an Exchange, as shown on maps on file with the Commission.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Facility: Includes, in the aggregate or otherwise, but is not limited to, the following:

| | |
|----------------------|-------------|
| Channels | Lines |
| Apparatus | Devices |
| Equipment | Accessories |
| Communications paths | Systems |

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Force Majeure: Causes beyond Company's 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 of any other government, including state and local governments having or claiming jurisdiction over 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; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

Grade of Service - The term used in describing Exchange Service with respect to the number of Customers which may be connected to a line. The Company furnishes the following grades of Service: individual and PBX Trunks.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

Installation Charges - Charges, which are assessed on a non-recurring basis at the establishment of a Service. The terms "Installation Charges" and "non-recurring charges" are used inter-changeably within this Price List to refer to non-variable charges.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Interexchange: Telephone calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.

InterLATA Toll Service: A toll Service provided for the purpose of making InterLATA calls.

InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA Toll Service: A toll Service provided for the purpose of making toll calls that originate and terminate in the same LATA but that terminate outside of the Customer's Local Calling Area.

IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Joint User - An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Price List for such shared use.

Kbps - Kilobits per second, which denotes thousands of bits per second.

Local Access and Transport Area (LATA): A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Price List F.C.C. No. 4 or its successor Price Lists.

Local Calling Area: One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier: A company which furnishes Local Exchange telecommunications Service.

Local Exchange Service: The furnishing of telecommunications Service to individual residence and business Customers within a specified geographical area for Basic Local Exchange Service.

Local Exchange Service Area - The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of the Company or of other telephone companies.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Non-Day - From 5:00 P.M. up to but not including 8:00 A.M., every day including Saturday and Sunday.

PBX Trunk - A class of Exchange Service used when connecting switching equipment located at the Customer's Premises to the Central Office.

Person-to-Person: A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

Premises - The building, or portion or portions of a building, occupied at one time by a Customer either as a residence or for business use.

Residence Location - A place in which a person actually lives continuously and which is considered to be the person's home.

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

Residential Service - Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:

- A. The use of the Service is primarily and substantially of a social or domestic nature, and
- B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.

Service(s): The intrastate telecommunications Services that Company offers pursuant to this Price List.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Station - Telephone equipment from or to which calls are placed.

Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

Trunk - A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

User - A Customer or any other person authorized by the Customer to use Service provided under this Price List.

Working Day: Any day on which Company's business office is open and the U.S. Mail is delivered.

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100 Commercial Drive
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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. Scope

The Company undertakes to furnish both reseller and facilities-based competitive local Exchange communications Service within the State of Florida pursuant to the rates, terms and conditions set forth in this Price List.

Customers and Users may use Services and Facilities provided under this Price List to obtain access to services offered by other service providers. The Company is responsible under this Price List 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 causes beyond the Company's control.
- B. The furnishing of Service under this Price List 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.
- C. Notwithstanding anything else in this Section 2.1.2, the quality of Service will meet or exceed the minimum standards set forth in the Public Utility Code as amended from time to time.

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

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 Price List, 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 Price List. 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 Price List prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer pursuant to the rules and regulations of the Commission, as set forth in Section 2.9 of this Price List.
- E. This Price List shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.3. Terms and Conditions, Continued

- 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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Issued by:

Bernie Stevens, President
100 Commercial Drive
Fairfield, OH 45014

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Liability of the Company

Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because interruptions and errors incident to these Services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in this Price List and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Price List.

- 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 lesser of \$500 or, in the event of a failure of Service, an amount equal to no more than the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Liability of the Company, Continued

- B. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
1. Circumstances Beyond the Company's Control - 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 of any other government, including 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 military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the Company's employees.
 2. Acts of Other Entities - The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the Services the Company offers, or (b) for the acts or omissions of other Carriers or warehousemen.
 3. Acts of the Customer - The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises equipment purchased or leased from the Company by the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Liability of the Company, Continued

B., Continued

4. Damage to Customer's Premises - The Company shall not be 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 gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.
5. Liability for Acts of Other Carriers or Companies - The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors - The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Liability of the Company, Continued

B., Continued

7. Disconnection of Service - The Company shall not be liable for the Disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - The Company shall not be liable for violations of the obligations of the Customer under this Price List; or
9. Interruption - The Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Price List; or
10. Loss, Destruction or Damage - The Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - The Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
12. Disclosure - The Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Price List, so long as Company has complied with any applicable rules and regulation related thereto; or

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Liability of the Company, Continued

B., Continued

13. Fees - The Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Price List; or
14. Caller ID Blocking - The Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
15. Unauthorized Use - The Company shall not be liable for any unauthorized use of the Service provided to Customer.

C. Indemnification - Notwithstanding the Customer's obligations as set forth in Section 2.3, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the Service against any claim, loss or damage arising directly or indirectly from Customer's use of Services furnished under this Price List, including:

1. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; or
2. A breach in the privacy or security of communications transmitted over Company's facilities; or

SECTION 2 - RULES AND REGULATIONS, Continued

2.1 UNDERTAKING OF THE COMPANY, Continued

2.1.4. Liability of the Company, Continued

C. Indemnification, Continued

3. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
4. all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this Price List.

D. Limitations of Damages and of Period for Bringing Claims - The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no even exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the Service related to the claim is rendered.

E. Express and Implied Warranties - THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Liability of the Company, Continued

- F. Service Installation and Operation - The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or 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, locations or use of Service furnished by the Company at such locations. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. Connection to the Company's Network - The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Liability of the Company, Continued

- H. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- I. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- J. Provision of Service – the Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 2.6.2 or for any failure to provide or maintain Service at any particular performance level.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Liability of the Company, Continued

K. Emergency 911 Number Service

With respect to emergency 911 number Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suites or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company including , but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
3. Access to 911 Service will be maintained during temporary Disconnections for non-payment of a Residential Subscriber's local Service

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Liability of the Company, Continued

- L. Directory Listings - In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - The Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
 2. Private and Semi-Private Listings - In conjunction with private and semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
 3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to service under this Price List, the Customer acknowledges and agrees with the release of information under the provisions as described above.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.5. Service-Affecting Activities

- A. 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.
- B. 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 three (3) consecutive months. Customer-caused delay or Customer-missed appointments will not be figured into the rate of met commitments.
- C. 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 three (3) consecutive months.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

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 Price List. 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, and 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 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.
- 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.6. Provision of Equipment and Facilities, Continued

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 Price List, the responsibility of the Company shall be limited to the furnishing of Facilities offered under this Price List 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.

2.1.7. Non-Routine Installation

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

2.1.8. Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Price List, 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;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.8. Special Construction, Continued

- 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 in accordance with this Price List remains in the Company, its agents or contractors.

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. PROHIBITED USES

2.2.1. No Unlawful Purpose

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

2.2.2. Compliance Letter Required

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 Commission regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

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 Price List will apply.

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. PROHIBITED USES, Continued

2.2.5. Company Provided Equipment

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Lewd or Obscene Purposes

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used for Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

2.2.10. Service Used Without Payment

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. PROHIBITED USES, Continued

2.2.11. Rights and Titles Remain with Company

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.12. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

2.2.13. Use That Interferes with Other Customers

If a Customer's use of Service interferes unreasonably with the Service of other Customers, the interfering Customer will be required to take Service in sufficient quantity or of a different class or grade.

2.2.14. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.2.15. Use for Clerical Services

A Business Customer may extend Service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services which include the answering and originating of telephone calls. All regulations governing use of Service and the charges normally associated with the equipment and Channels involved are applicable.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. Payment of Bills and Charges

- A. The Customer shall be responsible for the payment of all applicable charges pursuant to this Price List;
- B. The Customer is responsible for the payment of charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

2.3.3. Identification

- A. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- B. The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.4. Company-Provided Equipment and Facilities

- A. Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- B. Return of Equipment - Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

2.3.5. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Price List.
- B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.4. Any 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 to the Customer by the Company.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.5. Resources and Rights of Way, Continued

- C. The Customer shall be responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.
- D. The Customer shall be responsible for providing, at no charge to the Company and 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.

2.3.6. Working Conditions

- A. The Customer shall be responsible for 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;
- B. The Customer shall be responsible for 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.6. Working Conditions, Continued

C. The Customer shall be responsible for 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;

2.3.7. Compliance with Regulations - The Customer is responsible for compliance with applicable regulations set forth in this Price List.

2.3.8. Compliance with Law - The Customer shall be responsible for 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 the Customer is responsible under Section 2.4 and granting or obtaining permission for the Company's 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.

2.3.9. Assignment, Transfer or Disposition - The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Price List, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.

2.3.10. Liens or Encumbrances - The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or Customer-Premises equipment leased by the Customer from the Company.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.11. Relationship - A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Price List gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Price List constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

2.3.12. Claims - With respect to any Service or Facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from 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 the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, 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, but not limited to, use of the Company's Services and Facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.13. Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.13. Station Equipment, Continued

- C. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.
- D. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.3.14. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. The Company's Services (as detailed in Section 3 of this Price List) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Facilities furnished under this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

- 2.3.15. Inspections** - Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Price List for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, Continued

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 Price List. 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 Price List.

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.

SECTION 2 - RULES AND REGULATIONS, Continued

**2.4. CUSTOMER EQUIPMENT AND CHANNELS – BUSINESS CUSTOMERS,
Continued**

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 Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List. 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 Price List only to the extent that the User is an "End User" as defined below:
- E. "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."

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. CUSTOMER EQUIPMENT AND CHANNELS – BUSINESS CUSTOMERS,
Continued

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 this Price List 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS

2.5.1. Establishment of Service

A. Application for Service

1. An Applicant for Service may be required by the Company in its sole discretion to sign an application form requesting the Company to furnish facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Price List. This application for Service, where required by the Company, together with the provisions of this Price List, establishes the Contract between the Company and the Customer, which may not be assigned or transferred in any manner.
2. If Customer's Service has been terminated and the Customer wishes to reestablish Service, payment of all unpaid, undisputed charges, as well as a Deposit and Advance Payment for all connection charges, may be required prior to re-establishing Service.
3. The provisions of Section 2.9.2 indicate circumstances that will not constitute sufficient cause for refusal or discontinuance of Service to an Applicant or Customer:

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

B. Establishment of Credit

1. Pursuant to Commission Rule 25-4.109 (A), credit will be deemed established if:
 - (a) The Applicant for Service has been a customer of any Local Exchange Carrier within the last two years and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill was paid after becoming delinquent and has never had service Disconnected for non-payment.
 - (b) The Applicant furnishes a satisfactory guarantor to secure payment of bills for the Service requested. A satisfactory guarantor shall, at the minimum, be a Customer of the Company with a satisfactory payment record. A guarantor's liability shall be terminated when a Residential Customer whose payment of bills is secured by the guarantor meets the requirements of Refund of Deposit section of this Price List. Guarantors providing security for payment of Residential Customers' bills shall only be liable for bills contracted at the Service address contained in the contract of guaranty.
 - (c) The Applicant pays a cash deposit.
 - (d) The Applicant for Service furnishes an irrevocable letter of credit from a bank or a surety bond.
2. The establishment and reestablishment of acceptable credit does not relieve the Applicant or Customer from compliance with other provisions in this Price List as to Deposits, Advance Payments and the payment of charges due, and will in no way modify the provisions regarding Disconnection and Termination of Service for failure to pay bills due for Service or facilities furnished.
3. A Customer may be required to reestablish credit in accordance with this Price List when the amount of Service furnished or the basis on which credit was formerly established, in the sole discretion of the Company, has significantly changed.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

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.
- C. 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.

2.5.3. Billing and Collection of Charges

- A. Pursuant to Commission Rule 25-4.110, bills will not be considered delinquent prior to the expiration of 15 days from the date of mailing or delivery by the Company. However, the Company may demand immediate payment under the following circumstances:
 - 1. Where Service is terminated or abandoned;
 - 2. Where toll Service is two times greater than the subscriber's average usage as reflected on the monthly bills for the three months prior to the current bill, or, in the case of a new Customer who has been receiving Service for less than four months, where the toll Service is twice the estimated monthly toll Service; or
 - 3. Where the Company has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that subscriber.

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100 Commercial Drive
Fairfield, OH 45014

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.3. Billing and Collection of Charges, Continued

- B. Where any undercharge in billing of a Customer is the result of a Company mistake, the Company may not backbill in excess of 12 months. Nor may the Company recover in a ratemaking proceeding any lost revenue which inures to the Company's detriment on account of this provision.

2.5.4. Advance Payments

To safeguard its interests, the Company may require an Applicant or Customer to make an Advance Payment prior to the provision or restoration of Service or facilities. The Advance Payment will not exceed the amount equal to the Non-Recurring Charge(s) and three (3) months Recurring Charges for the Services or Facility to be provided. 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 by 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.5. Deposits

Pursuant to Commission Rule 24-4.109, the Company may collect and maintain Customer deposits as follows:

A. Amount of Deposit

The amount of the initial required deposit shall not exceed an amount equal to the charges for one month's Local Exchange Service plus two months estimated toll Service provided by or billed by the Company. If, after ninety (90) days Service, the actual deposit is found to be greater than an amount equal to one month's local Service plus two months actual average toll Service provided by or billed by the Company, the Company will, upon demand of the subscriber to the Company, promptly refund the difference. These deposit rules apply to Local Exchange Service and toll Service provided by or billed by the Company only and do not apply to special arrangement agreements covering termination equipment installations for which the Company may require a reasonable deposit.

B. New or Additional Deposits

The Company may require, upon reasonable written notice of not less than 15 days, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Provided, however, that the total amount of required deposit should not exceed twice the actual average monthly toll provided by or billed by the Company plus one month's local Service charge, for the 90-day period immediately prior to the date of notice. In the event the Customer has had Service less than 90 days, then the Company shall base its new or additional deposit upon the actual average monthly billing available. When the Company has a good reason to believe payment by a nonresidential Customer is in jeopardy and toll usage provided by or billed by the Company is significantly above normal for that Customer, the Company may request a new or additional deposit. If the deposit requested is not paid within 48 hours, the Company may discontinue Service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.5. Deposits, Continued

C. Refund of Deposit

1. After a Customer has established a satisfactory payment record and has had continuous Service for a period of 23 months, the Company will refund the Residential Customer's deposits and will, at its option, either refund or pay the higher rate of interest specified below for nonresidential deposits, providing the Customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 15 days from the date of mailing or delivery by the Company), (b) paid with check refused by a bank, (c) been Disconnected for nonpayment, or at any time, or (d) used Service in a fraudulent or unauthorized manner.
2. Upon termination of Service, the deposit and accrued interest may be credited against the final account of the Company and the balance, if any, will be returned promptly to the Customer but in no event later than forty-five (45) days after Service is discontinued.

D. Interest on Deposit

1. The Company will pay interest on deposits of 6 percent (6%) per annum, except that the Company will pay an interest rate of 7 percent (7%) per annum on deposits of nonresidential Customers qualifying under subsection C (1), when the Company elects not to refund such deposit after 23 months.
2. The deposit interest shall be simple interest in all cases and settlement will be made annually, either in cash or by credit on the current bill. No Customer depositor will be entitled to receive interest on their deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six (6) months. Then the Customer shall be entitled to receive interest from the day of the commencement of the Customer relationship and the placement of deposit. The Company may, in its sole discretion, refund at any time a deposit with an accrued interest.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.5. Deposits, Continued

E. Record of Deposits

The Company will keep records to show:

1. The name of each Customer making the deposit;
2. The Premises occupied by the Customer when the deposit was made;
3. The date and amount of deposit; and
4. Each transaction concerning the deposit such as interest payment, interest credited or similar transactions.

F. Receipt for Deposit

A non-transferable certificate of deposit shall be issued to each Customer and means provided so that the Customer may claim the deposit if the certificate is lost. The deposit receipt shall contain notice that after ninety (90) days Service, the subscriber is entitled to refunds of any deposit over and above an amount equal to one month's local Service plus two months' average toll Service provided by or billed by the Company.

G. A Deposit may be required in addition to an Advance Payment.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills

- A. The Customer is responsible for notifying the Company in writing, within thirty (30) days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the due date.
- B. All charges not in dispute will be paid by the Customer by the due date. Telephone Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or Deposit if the Customer does not pay as required in this Price List.
- C. In the case of a dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
 - 1. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the Service may be subject to Disconnection.
 - 2. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission's Division of Consumer Affairs for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Gerald Gunter Building
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100
Toll free number: 800.342.3552

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.7. Late Payment Charges

- A. Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.5% per month or the maximum lawful rate under applicable state law.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are bona fide Disputed Amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.
- D. Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

SECTION 2 - RULES AND REGULATIONS, Continued

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. Pursuant to Commission Rule 25-4.110(6), the Company will adjustments or refunds where the Customer's Service is interrupted by other than the Customer's negligent or willful act, and remains out of order in excess of 24 hours after the Customer notifies the Company of the interruption.
- B. The refund to the Customer will be the pro rata part of the month's charge for the period of days and that portion of the Service and Facilities rendered useless or inoperative, as follows:
 - 1. If the interruption is for twenty four (24) hours or less, no allowance will be made.
 - 2. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.
- C. The refund shall not be applicable for the time that the Company stands ready to repair the Service and the Customer does not provide access to the Company for such restoration work.
- D. The refund may be accomplished by a credit on a subsequent bill for telephone service.
- E. Credits for interruptions of service shall in no event exceed an amount equivalent to the recurring monthly charges for the month of service during which the event that gave rise to the claim for a credit occurred.
- F. Only those facilities on the interrupted portion of the circuit will receive a credit.

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

2.6.2. 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 eight 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.

2.6.3. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2 - RULES AND REGULATIONS, Continued

2.7. RESTORATION OF SERVICE

2.7.1. The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

2.7.2. Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Price List; or as the Commission may order pending resolution of any bona fide dispute between the Company and the Customer or Applicant over the Disconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. USE OF CUSTOMER'S SERVICE BY OTHERS

Joint use arrangements will be permitted for all Services provided under this Price List. 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION OF SERVICE BY COMPANY

2.9.1. The Company may refuse Service according to the provisions of this Price List. Pursuant to Commission Rule 25-4.113 (1), the Company may terminate Service under the following conditions:

A. Termination of Service Without Notice

The Company may terminate Service without advance notice under the following conditions:

1. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's Service to others.
2. In the event of hazardous conditions or tampering with the equipment furnished and owned by the Company.
3. In the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for fraudulent use of Service, the Company may, before restoring Service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION OF SERVICE BY COMPANY, Continued

2.9.1, Continued

B. Termination of Service With Notice

1. **Company may terminate Service** according to the following conditions upon ten (10) days' written notice under the following circumstances:
 - (a) For noncompliance with or violation of any state or municipal law, ordinance, or regulation pertaining to telephone Service.
 - (b) For the use of Service for any other property or purpose than that described in the application.
 - (c) For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations.
 - (d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.

2. **Company may terminate Service** according to the following conditions upon five (5) Working Days' notice:
 - (a) For noncompliance with or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
 - (b) For nonpayment of bills for Service, including the telecommunications access system surcharge referred to in Commission Rule 25-4.160 (3).

For purposes of paragraphs a and b above, "Working Day" means any day on which the Company's business office is open and the U.S. Mail is delivered.

3. The written notice shall be separate and apart from the regular monthly bill for Service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION OF SERVICE BY COMPANY, Continued

- 2.9.2. Pursuant to Commission Rule 25-4.113 (4), the following will not constitute sufficient cause for refusal or discontinuance of Service to an Applicant or Customer:
- A. Delinquency in payment for Service by a previous occupant of the Premises, unless the current Applicant or Customer occupied the Premises at the time the delinquency occurred and the previous Customer continues to occupy the Premises and such previous Customer shall benefit from such new Service.
 - B. Delinquency in payment for Service by a present occupant who was delinquent at another address and subsequently joined the household of the Customer in good standing.
 - C. Delinquency in payment for separate telephone Service of another Customer in the same residence.
 - D. Failure to pay for Business Service at a different location and a different telephone number shall not constitute sufficient cause for refusal of Residence Service or vice versa.
 - E. Failure to pay for a Service rendered by the Company which is not regulated by the Commission.
 - F. Failure to pay the bill of another Customer as guarantor thereof.
 - G. Failure to pay a dishonored check Service charge imposed by the Company.
- 2.9.3. Pursuant to Commission Rule 25-4.113 (2), in case of refusal to establish Service, or whenever Service is discontinued, the Company shall notify the Applicant or Customer in writing of the reason for such refusal or discontinuance.
- 2.9.4. Pursuant to Commission Rule 25-4.113 (3), Service shall be initiated or restored when the cause for refusal or discontinuance has been satisfactorily adjusted.
- 2.9.5. Access to 911 Service will be maintained during temporary Disconnections for non-payment of a Residential Subscriber's local Service

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. NOTICES AND COMMUNICATIONS

- 2.10.1. The Customer will designate an address to which the Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- 2.10.2. The Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- 2.10.3. All notices or other communications required to be given pursuant to this Price List will be in writing, unless otherwise provided.
- 2.10.4. The Company or the Customer will 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.

SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PUBLIC ACCESS TO RULES AND RATES

The Company will keep on file, and provide public access to, a copy of the 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 one copy of the rules and rate schedules applicable to the Customer's usage.

2.12. FULL FORCE AND EFFECT

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

2.13. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

SECTION 3 - DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. General

The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- A. Nonrecurring Charges for installation of Facilities and Services;
- B. Monthly Rates for availability and use of Facilities and Services; and
- C. Usage or Transaction Charges (where applicable).

3.1.2. 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.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, Continued

3.1.2. Application of Business and Residential Rates, Continued

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.

3.1.3. Service Areas

- A. Exchange access Services are provided in the portions of Florida served by BellSouth Telecommunications, Inc. ("BellSouth"), Sprint and Verizon.
- B. Company's description of Service area in no way compels Company to provide any Service in an area where Facilities or other extenuating factors limit Company's ability to provide Service.

3.1.4. Local Calling Areas

- A. The Company will provide Service in BellSouth Telecommunications, Inc., Sprint and Verizon exchanges as defined in these carriers' Local Exchange tariffs on file with the Commission and concurs in the exchange areas set forth in these carriers' tariffs.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, Continued

3.1.4. Local Calling Areas, Continued

B. Exchanges

Following are all of the exchanges in the BellSouth, Verizon and Sprint-Florida (United Telephone and Centel) local exchange territory in Florida.

1. BellSouth exchanges

| | | |
|-----------------|--------------------|-------------------|
| Archer | Fernandina Beach | Lynn Haven |
| Baldwin | Flagler Beach | Marathon |
| Bell Glade | Ft. George | Maxville |
| Big Pine Key | Ft. Lauderdale | Melbourne |
| Boca Raton | Ft. Pierce | Miami |
| Boynton Beach | Gainesville | Micanopy |
| Bronson | Geneva | Middleburg |
| Brooksville | Graceville | Milton |
| Bunnell | Green Cove Springs | Munson |
| Cantonment | Gulf Breeze | Newberry |
| Cedar Keys | Havana | New Smyrna Beach |
| Century | Hawthorne | North Dade |
| Chiefland | Hobe Sound | North Key Largo |
| Chipley | Holley-Navarre | Oak Hill |
| Cocoa | Hollywood | Old Town |
| Cocoa Beach | Homestead | Orange Park |
| Coral Springs | Islamorada | Orlando |
| Cross City | Jacksonville | Oviedo |
| Daytona Beach | Jacksonville Beach | Pace |
| DeBary | Jay | Pahokee |
| Deerfield Beach | Jensen Beach | Palatka |
| Deland | Julington | Palm Coast |
| DeLeon Springs | Jupiter | Panama City |
| Delray Beach | Key Largo | Panama City Beach |
| Dunnellon | Keystone Heights | Pensacola |
| East Orange | Key West | Perrine |
| Eau Gallie | Lake City | Pierson |

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, Continued

3.1.4. Local Calling Areas, Continued

B. Exchanges, Continued

1. BellSouth exchanges, Continued

| | | |
|-------------------|---------------|---------------------|
| Pomona Park | Sebastian | Vero Beach |
| Pompano Beach | Stuart | Weekiwachee Springs |
| Ponte Vedra Beach | Sugarloaf Key | Welaka |
| Port St. Lucie | Sunny Hills | West Palm Beach |
| St. Augustine | Titusville | Yankeetown |
| St. Johns | Trenton | Youngstown-Fountain |
| Sanford | Vernon | Yulee |

2. Verizon exchanges

| | | |
|-------------|-----------------|----------------------|
| Bartow | Mulberry | Tampa - Central Area |
| Bradenton | Myakka | Tampa - North Area |
| Clearwater | New Port Richey | Tampa - East Area |
| Englewood | North Port | Tampa - South Area |
| Frostproof | Palmetto | Tampa - West Area |
| Haines City | Plant City | Venice |
| Hudson | Polk City | Winter Haven |
| Indian Lake | Sarasota | Zephyrhills |
| Lakeland | St. Petersburg | |
| Lake Wales | Tarpon Springs | |

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, Continued

3.1.4. Local Calling Areas, Continued

B. Exchanges, Continued

3. Sprint-Centel exchanges

| | | |
|-------------------|---------------|------------------|
| Alford | Glendale | Panacea |
| Baker | Grand Ridge | Ponce de Leon |
| Bonifay | Greenville | Reynolds Hill |
| Cherry Lake | Greenwood | St. Marks |
| Cottondale | Kingsley Lake | Santa Rosa Beach |
| Crawfordville | Lawtey | Seagrove Beach |
| Crestview | Lee | Shalimar |
| DeFuniak Springs | Madison | Sneeds |
| Destin | Malone | Sopchoppy |
| Fort Walton Beach | Marianna | Starke |
| Freeport | Monticello | Tallahassee |
| Valparaiso | Westville | |

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, Continued

3.1.4. Local Calling Areas, Continued

B. Exchanges, Continued

4. Sprint-United exchanges

| | | |
|-------------------|--------------------|-------------------------|
| Apopka | Howey-in-the-Hills | Punta Gorda |
| Arcadia | Immokalee | Reedy Creek |
| Astor | Inverness | Saint Cloud |
| Avon Park | Kenansville | Salt Springs |
| Belleview | Kissimmee | San Antonio |
| Beverly Hills | LaBelle | Sanibel-Captiva Islands |
| Boca Grande | Lady Lake | Sebring |
| Bonita Springs | Lake Placid | Silver Springs Shores |
| Bowling Green | Leesburg | Spring Lake |
| Bushnell | Lehigh Acres | Tavares |
| Cape Coral | Marco Island | Trilachoochee |
| Cape Haze | Montverde | Umatilla |
| Clermont | Moore Haven | Wachula |
| Clewiston | Mount Dora | West Kissimmee |
| Crystal River | Naples | Wildwood |
| Dade City | North Cape Coral | Williston |
| Eustis | North Fort Myers | Windermere |
| Everglades | North Naples | Winter Garden |
| Forest | Ocala | Winter Park |
| Fort Meade | Ocklawaha | Zolfo Springs |
| Fort Myers | Okeechobee | |
| Fort Myers Beach | Orange City | |
| Groveland | Pine Island | |
| Homosassa Springs | Port Charlotte | |

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. CHARGES BASED ON DURATION OF USE

3.2.1. Duration Rules

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 PNG'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.
- E. All times refer to local time.

3.2.2. Applicable Rate Periods

Where charges for a service are based on rate periods, applicable rate periods are as indicated in the chart below, unless otherwise specified:

| | 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 - DESCRIPTION OF SERVICE, Continued

3.3. RATES BASED UPON DISTANCE

3.3.1 General

Where charges for Service are specified based upon distance, the following rule applies:

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 PNG's network (such as a dedicated 800 or WATS Access Line), PNG will apply the Rate Center of the Customer's main billing telephone number.

3.3.2. Calculating Distance

Where applicable, 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:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. INSTALLATION, MOVES AND SERVICE CHANGE CHARGES

3.4.1. Connection Charge

A. Application of Connection Charge

The Connection Charge is a nonrecurring charge that applies to the following:

1. installation of a new Service;
2. transfer of an existing Service to a different location;
3. change from one Class Of Service to another at the same or a different location;
4. restoral of Service, which applies each time a Service is reconnected after suspension or termination for nonpayment but before cancellation of the Service, as set forth in Section 2.9 of this Price List; or
5. installation of an additional line.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. INSTALLATION, MOVES AND SERVICE CHANGE CHARGES, Continued

3.4.2. Moves, Adds and Changes

A. The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge as set forth in Section 4 below for the underlying Service will apply as if the work had been done by the Company.

B. The Customer will be assessed a charge for any move, add or change of a Company Service. Move, Add and Change are defined as follows:

Move: The Disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same Premises.

Add: The addition of a vertical Service to existing equipment and/or Service at one location.

Change: Includes rearrangement or reclassification of existing Service at the same location.

3.4.3. Trouble Isolation Charge

Trouble isolation and other repair Services are provided to Customers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to the underlying carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying carrier's tariffed rates.

3.4.4. Missed Appointment

Customer must be available for scheduled appointments or be assessed a missed appointment charge.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.5. NETWORK EXCHANGE SERVICES

3.5.1. General

Sections 3.7 and 3.8 of this Price List contain a general description of the Services offered by PNG and the rates applicable to each Service. PNG 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 Florida, 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.

A. Basic Local Exchange Service – provides a Customer with a telephonic connection to, and a unique telephone number on, PNG’s switching network which enables the Customer to:

1. receive calls from other Stations on the public switched telephone network;
2. access PNG’s Local Calling Services and other Services as set forth in this Price List;
3. access Interexchange calling Services of PNG and of other Carriers;
4. access (at no additional charge) to PNG’s operators and business office for Service related assistance;
5. access toll-free telecommunications Services such as 800 NPA; and access toll-free emergency Services by dialing 0 or 9-1-1 (where available);
6. 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 PNG’s switch at no charge upon Customer request. Subscribers to PNG Customers are provided with Collect Call Blocking Service automatically upon subscription to PNG’s Services at no charge. 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.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.5. NETWORK EXCHANGE SERVICE, Continued

3.5.1. General, Continued

B. Exchange Access Line – Individual line residence and Business Service is comprised of Exchange Access Lines defined as the Service Central Office line equipment and all PNG 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 Price Listed use offering selected by the Customer.

C. Timing of Calls

1. Calls are billed in one (1) minute increments unless otherwise noted.
2. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment.
3. Calls less than the minimum length will be rounded to the minimum length.
4. There is no billing for incomplete calls
5. For Station to Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.
6. For person to person calls, call timing begins when connection is established between the calling person and the particular person, Station or mobile unit specified or an agreed alternate.
7. Call timing ends when the calling Station "hangs up," thereby releasing the network connection. If the Called Station "hangs up" but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.5. NETWORK EXCHANGE SERVICE, Continued

3.5.1. General, Continued

D. Call Charges

1. Based on Duration - Rates are based on the duration of the call as measured according to section 3.6.1(C) above.
2. Mileage and Time Periods - Rates do not vary between time periods or with mileage.
3. Per Call Charges - Where live or automated operator assistance is required for call completion or billing, a per call Service charge applies. The per call Service Charge is assessed in addition to any applicable rate based on call duration.
4. Classes of Calls - Charges for all classes of calls may be to the calling Station, to the Called Station when the called party agrees to accept the charges, to an authorized telephone number which is not the Called Station or the calling Station (3rd number billing), or to an authorized calling card.
5. Zones - Service rates are differentiated by Service zone, as set forth in Section 3.13 below.

3.5.2. Services Offered

A. Residential Network Switched Services

1. PowerNet Global Unlimited Bundled Service
2. PowerNet Global Basic Plus Bundled Service
3. PowerNet Global Basic Bundled Service
4. Network Exchange Dial Tone Service

B. Business Network Switched Services

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.6. RESIDENTIAL SERVICES

Rates and charges for Service vary by Service zone as set forth in Section 4 (Rates) and 3.13 (Zones). Local Exchange Service Areas are described in sections 3.1.3 and 3.1.4. The Services and Packages in this section are offered to Residential Customers only.

3.6.1. Residential Bundled Services

- A. General - Network Exchange Bundled Service is a bundle or package of telecommunications Services including Local Exchange Service, intrastate and interstate long distance Service and custom calling features.
- B. Bundled Service Packages -All residential packages include Basic Local Exchange Service, IntraLATA Toll Service, InterLATA Toll Service. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.
 - 1. *Unlimited Package* – Provides Customers with a combination of unlimited local calling and unlimited long distance calling in the United States and Canada, as well as the following custom calling features package for one single monthly rate: Caller I.D. with Name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8.
 - 2. *Basic Plus Package* – Provides Customers with Unlimited local calls, and includes the following features at no extra cost: Caller I.D. with Name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8. Presubscribed InterLATA and IntraLATA long distance calls are billed at a per minute rate.
 - 3. *Basic Package* – Provides Customers with unlimited local calls. Presubscribed InterLATA and IntraLATA long distance calls are billed at a per minute rate.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.6. RESIDENTIAL SERVICES

- 3.6.2. Dial Tone Service Only** – Provides Customers with local and long distance calling Service at a per minute rate. Customers may add the Feature Package for an extra per monthly rate.
- 3.6.3. Feature Package** – Provides Customers with the following features at one monthly rate: Caller I.D. with name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8.
- 3.6.4. Per Use Custom Calling Features** – Customers may utilize the following custom calling features on a per use basis: Repeat Dialing (*66), Number ID Blocking Activation (*67), Last Call Return (*69).
- 3.6.5. Non Package Custom Calling Features** – Customers also may choose to subscribe to certain individually available custom calling features for a monthly fee per feature, as set forth below. Custom calling features available on an individual basis are as follows: All Call Blocking, Automatic Call Rejection, Caller ID With Name, Call Forwarding-Variable, Call Forwarding – No Answer/Busy Line, Call Waiting, Call Waiting with ID, Speed Dial 8, Speed Dial 30 and Three-Way Calling.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.7. BUSINESS SERVICES

[Reserved for Future Use]

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.8. DIRECTORY LISTINGS

3.8.1. Regulations

A. Primary Listing

For each Customer of Company-provided Exchange Access Service(s), PNG 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 PNG, PNG will arrange for a listing of the main billing telephone number at each premise.

B. Length of Directory White Pages Listing

The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

C. Right of Refusal

The Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.8. DIRECTORY LISTINGS, Continued

3.8.1. Regulations, Continued

D. Sections

Each White Pages Directory Listing must be designated as either "Government", "Business" or "Residence" so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the User of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

E. Schedule

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

F. Other Requirements

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

3.8.2. Descriptions

White Pages Directory Listings are provided in connection with each Customer's Service as specified herein.

A. Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with Local Exchange Service at no additional charge.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.8. DIRECTORY LISTINGS, Continued

3.8.2. Descriptions, Continued

B. Additional Listings

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's Service, as defined herein. Rates for additional listings are specified in this Price List.

C. Non-published Listings

Listings that are not printed in the White Pages Directory are referred to as Non-published Listings. These types of listings are not available from Directory Assistance and are omitted or deleted from Directory Assistance records. Non-published Listing Service will be furnished, at the Customer's request, subject to the provisions of and charges in this Price List.

D. Non-listed Service

Non-listed Service will be furnished at the Customer's request, providing for the omission of the customer's listing from the White Pages Directory. Such listings will be maintained in the Directory Assistance database and other records and will be provided upon request to callers of Directory Assistance. Charges for Non-listed Service are specified in this Price List.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.9. DIRECTORY ASSISTANCE SERVICE

PNG furnishes Directory Assistance Service for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent Local Exchange Carrier when a party 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.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.10. ADDITIONAL CHARGES

In addition to the Service charges described elsewhere in this Price List, the following charges apply to each individual Exchange Access Service line unless otherwise specified.

3.10.1. Subscriber Line Charge (as established by the Federal Communications Commission) applies in addition to the monthly Basic Exchange Access Services rate described above.

3.10.2. Other Government Fees Or Charges - Any applicable municipal, state or federal taxes, telecommunications municipal infrastructure maintenance fees or other charges.

3.10.4. Casual Traffic Charges - Charges that are derived from third party calls (e.g. 10XXX, 900/976, third party calls initiated by Customer through PNG's system) and trafficked over PNG's system.

3.10.5. Primary Interexchange Carrier Change Charge – Business Customers may be presubscribed to the Carrier of their choice for both InterLATA and IntraLATA Service. The Customer will incur a charge each time there is a change in the long distance Carrier associated with the Customer's IntraLATA or InterLATA Service after the initial installation of Service.

3.10.6. Local Number Portability (LNP) - Customers are assessed this fee for costs incurred when an End-User switches local Carriers while maintaining the same local telephone number

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.10. ADDITIONAL CHARGES, Continued

3.10.7. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371 and subsequent orders), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided Services. This surcharge, set forth in Section 4 of this Price List, is in addition to standard Price Listed usage charges and any applicable Service charges and surcharges associated with Service and applies for the use of the instrument used to access Company provided Service. The surcharge is unrelated to the Service accessed from the pay telephone.

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

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

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.11. CUSTOM CALLING FEATURES

3.11.1. Generally

Certain Custom Calling Features in this section are included in Network Exchange Bundled Service packages offered by PNG. Other Custom Calling Services described below also may be purchased in addition to the Services included in a particular package but these features are available only when purchased in combination with a PNG provided Network Exchange Bundled Service.

3.11.2. Feature Descriptions

- A. **Anonymous Call Rejection** is an arrangement that allows a called party to reject calls from parties that have activated the *67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID - Number Only subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the call again, without activating the *67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This arrangement is included with the Caller ID – Number Only and Caller ID features and is available to non-Caller ID –Number Only/Caller ID Customers.

- B. **Call Blocking** – allows Customers to block calls from different telephone numbers. A screening list is created by the Customer either by adding the last number with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such number hear an announcement that the calling party is not accepting calls.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.11. CUSTOM CALLING FEATURES, Continued

3.11.2. Feature Descriptions, Continued

- C. Call Forwarding - Fixed, Busy Line No Answer** – This feature, when activated, redirects attempted terminating calls to another PNG-specified line. Call originating ability is not affected by Call Forwarding-Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call.
- D. Call Forwarding -Variable** – a Customer activated feature that automatically transfers all incoming calls from the Customer’s telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Variable is billed for the forwarded leg of the call.
- E. Call Waiting with Caller ID with Name** – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller’s name and number previewed on a display screen allowing a Customer to prioritize and/or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting with Caller ID with Name Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer’s responsibility to obtain such Customer provided equipment.
- F. Caller ID Per Line Blocking** – allows a Customer to prevent the transmission and display of their directory number and/or directory name information on outgoing calls. Line Blocking is in operation on a continuous basis and is applicable on all outgoing calls from Customer’s blocked line. Line Blocking does not prevent transmission of the calling party information to emergency Services that utilize automatic number identification for delivery of the calling information.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.11. CUSTOM CALLING FEATURES, Continued

3.11.2. Feature Descriptions, Continued

- G. Caller ID with Name** – allows a Customer to see a caller’s name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records that name, number, date and time of each incoming call – including calls that are not answered by the Customer. Caller ID Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer’s responsibility to obtain such Customer provided equipment.
- H. Speed Calling** – allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.
- I. Three-Way Calling** – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may Disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used with both outgoing and incoming calls.
- J. Per Use Custom Calling Features**

 - 1. Last Return Call (*69)** – This service allows a customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (*69), the customer dials a code, then hears an announcement of the telephone number of the last party that called. If the customer wishes to return the call right away, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.11. CUSTOM CALLING FEATURES, Continued

3.11.2. Feature Descriptions, Continued

J. Per Use Custom Calling Features, Continued

2. **Caller ID Blocking (*67)** – blocks the Customer’s name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing *67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Caller ID Blocking is provided at no charge.
3. **Repeat Dialing (*66)** – automatically redials the last telephone number the Customer dialed. If the number is busy, this Service will keep dialing the busy number up to 30 minutes and alert the Customer with a special ring when the line is free. The call will automatically be made when the Customer picks up the receiver. Repeat Dialing does not tie up the Customer’s line, allowing the Customer to make and receive calls while it attempts to redial in the background

3.12. PNG TRAVEL CARD SERVICE

PNG Travel Card Service is a travel Service allowing Customers to originate calls via a Company-provided toll free number from non-presubscribed Access Lines.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.13. NETWORK EXCHANGE SERVICE ZONES, Continued

Service rates are differentiated by Service zone, as set forth below. Zones are comprised of NPA-NXX's. All Customers with a particular NPA-NXX will obtain Service at the rates for that particular zone.

3.13.1. Zone 1

| NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 305 - 237 | 305 - 373 | 305 - 460 | 305 - 549 | 305 - 670 | 305 - 864 | 305 - 940 |
| 305 - 243 | 305 - 374 | 305 - 461 | 305 - 550 | 305 - 671 | 305 - 865 | 305 - 944 |
| 305 - 250 | 305 - 375 | 305 - 463 | 305 - 560 | 305 - 672 | 305 - 866 | 305 - 945 |
| 305 - 260 | 305 - 376 | 305 - 466 | 305 - 567 | 305 - 673 | 305 - 867 | 305 - 947 |
| 305 - 261 | 305 - 377 | 305 - 468 | 305 - 569 | 305 - 674 | 305 - 868 | 305 - 948 |
| 305 - 262 | 305 - 379 | 305 - 470 | 305 - 571 | 305 - 679 | 305 - 869 | 305 - 949 |
| 305 - 263 | 305 - 380 | 305 - 471 | 305 - 572 | 305 - 682 | 305 - 870 | 305 - 952 |
| 305 - 264 | 305 - 381 | 305 - 476 | 305 - 573 | 305 - 692 | 305 - 871 | 305 - 954 |
| 305 - 265 | 305 - 382 | 305 - 477 | 305 - 575 | 305 - 695 | 305 - 873 | 305 - 956 |
| 305 - 266 | 305 - 383 | 305 - 482 | 305 - 576 | 305 - 697 | 305 - 874 | 305 - 957 |
| 305 - 267 | 305 - 385 | 305 - 492 | 305 - 577 | 305 - 705 | 305 - 876 | 305 - 960 |
| 305 - 269 | 305 - 386 | 305 - 499 | 305 - 579 | 305 - 715 | 305 - 882 | 305 - 961 |
| 305 - 285 | 305 - 387 | 305 - 500 | 305 - 585 | 305 - 716 | 305 - 883 | 305 - 981 |
| 305 - 292 | 305 - 388 | 305 - 513 | 305 - 590 | 305 - 717 | 305 - 884 | 305 - 982 |
| 305 - 293 | 305 - 392 | 305 - 514 | 305 - 591 | 305 - 718 | 305 - 885 | 305 - 993 |
| 305 - 294 | 305 - 400 | 305 - 520 | 305 - 592 | 305 - 752 | 305 - 887 | 305 - 994 |
| 305 - 295 | 305 - 406 | 305 - 523 | 305 - 593 | 305 - 755 | 305 - 888 | 305 - 995 |
| 305 - 296 | 305 - 408 | 305 - 526 | 305 - 594 | 305 - 774 | 305 - 889 | 321 - 201 |
| 305 - 324 | 305 - 415 | 305 - 529 | 305 - 597 | 305 - 787 | 305 - 891 | 321 - 841 |
| 305 - 325 | 305 - 416 | 305 - 530 | 305 - 599 | 305 - 789 | 305 - 892 | 321 - 843 |
| 305 - 326 | 305 - 418 | 305 - 531 | 305 - 603 | 305 - 792 | 305 - 893 | 386 - 274 |
| 305 - 329 | 305 - 436 | 305 - 532 | 305 - 604 | 305 - 805 | 305 - 895 | 407 - 236 |
| 305 - 347 | 305 - 437 | 305 - 533 | 305 - 629 | 305 - 808 | 305 - 899 | 407 - 237 |
| 305 - 349 | 305 - 438 | 305 - 534 | 305 - 631 | 305 - 810 | 305 - 918 | 407 - 244 |
| 305 - 350 | 305 - 441 | 305 - 535 | 305 - 639 | 305 - 854 | 305 - 919 | 407 - 245 |
| 305 - 354 | 305 - 442 | 305 - 536 | 305 - 640 | 305 - 856 | 305 - 931 | 407 - 246 |
| 305 - 355 | 305 - 443 | 305 - 538 | 305 - 642 | 305 - 857 | 305 - 932 | 407 - 254 |
| 305 - 358 | 305 - 444 | 305 - 539 | 305 - 643 | 305 - 858 | 305 - 933 | 407 - 303 |
| 305 - 361 | 305 - 445 | 305 - 541 | 305 - 644 | 305 - 859 | 305 - 935 | 407 - 316 |
| 305 - 365 | 305 - 446 | 305 - 545 | 305 - 646 | 305 - 860 | 305 - 936 | 407 - 317 |
| 305 - 371 | 305 - 447 | 305 - 547 | 305 - 648 | 305 - 861 | 305 - 937 | 407 - 318 |
| 305 - 372 | 305 - 448 | 305 - 548 | 305 - 649 | 305 - 863 | 305 - 938 | 407 - 418 |

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.13. NETWORK EXCHANGE SERVICE ZONES, Continued

3.13.1. Zone 1, Continued

| NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 407 - 419 | 561 - 393 | 561 - 991 | 904 - 202 | 904 - 475 | 954 - 398 | 954 - 538 |
| 407 - 420 | 561 - 394 | 561 - 994 | 904 - 205 | 904 - 489 | 954 - 399 | 954 - 550 |
| 407 - 422 | 561 - 395 | 561 - 995 | 904 - 223 | 904 - 549 | 954 - 454 | 954 - 561 |
| 407 - 423 | 561 - 416 | 561 - 997 | 904 - 232 | 904 - 598 | 954 - 455 | 954 - 563 |
| 407 - 424 | 561 - 417 | 561 - 998 | 904 - 244 | 904 - 630 | 954 - 456 | 954 - 564 |
| 407 - 425 | 561 - 443 | 561 - 999 | 904 - 245 | 904 - 632 | 954 - 457 | 954 - 565 |
| 407 - 426 | 561 - 447 | 786 - 265 | 904 - 279 | 904 - 633 | 954 - 458 | 954 - 566 |
| 407 - 428 | 561 - 514 | 786 - 273 | 904 - 281 | 904 - 634 | 954 - 459 | 954 - 567 |
| 407 - 471 | 561 - 544 | 786 - 274 | 904 - 296 | 904 - 665 | 954 - 462 | 954 - 568 |
| 407 - 481 | 561 - 620 | 786 - 275 | 904 - 301 | 904 - 743 | 954 - 463 | 954 - 572 |
| 407 - 487 | 561 - 650 | 786 - 276 | 904 - 306 | 904 - 744 | 954 - 467 | 954 - 578 |
| 407 - 540 | 561 - 651 | 786 - 304 | 904 - 308 | 904 - 745 | 954 - 468 | 954 - 595 |
| 407 - 642 | 561 - 653 | 786 - 307 | 904 - 313 | 904 - 762 | 954 - 484 | 954 - 597 |
| 407 - 648 | 561 - 655 | 786 - 314 | 904 - 332 | 904 - 790 | 954 - 485 | 954 - 627 |
| 407 - 649 | 561 - 659 | 786 - 316 | 904 - 340 | 904 - 791 | 954 - 486 | 954 - 630 |
| 407 - 650 | 561 - 671 | 786 - 317 | 904 - 346 | 904 - 798 | 954 - 489 | 954 - 635 |
| 407 - 835 | 561 - 750 | 786 - 319 | 904 - 348 | 904 - 821 | 954 - 490 | 954 - 664 |
| 407 - 836 | 561 - 802 | 786 - 327 | 904 - 350 | 904 - 858 | 954 - 491 | 954 - 676 |
| 407 - 839 | 561 - 803 | 786 - 328 | 904 - 351 | 904 - 953 | 954 - 492 | 954 - 677 |
| 407 - 841 | 561 - 804 | 786 - 331 | 904 - 353 | 904 - 992 | 954 - 493 | 954 - 689 |
| 407 - 843 | 561 - 805 | 786 - 332 | 904 - 354 | 954 - 202 | 954 - 497 | 954 - 712 |
| 407 - 849 | 561 - 820 | 786 - 336 | 904 - 355 | 954 - 225 | 954 - 509 | 954 - 713 |
| 407 - 872 | 561 - 822 | 786 - 337 | 904 - 356 | 954 - 229 | 954 - 512 | 954 - 714 |
| 407 - 999 | 561 - 832 | 786 - 388 | 904 - 357 | 954 - 256 | 954 - 513 | 954 - 717 |
| 561 - 241 | 561 - 833 | 786 - 416 | 904 - 358 | 954 - 267 | 954 - 514 | 954 - 718 |
| 561 - 297 | 561 - 835 | 786 - 425 | 904 - 359 | 954 - 268 | 954 - 515 | 954 - 720 |
| 561 - 304 | 561 - 837 | 786 - 464 | 904 - 360 | 954 - 306 | 954 - 516 | 954 - 721 |
| 561 - 338 | 561 - 838 | 786 - 466 | 904 - 361 | 954 - 313 | 954 - 517 | 954 - 722 |
| 561 - 347 | 561 - 862 | 786 - 468 | 904 - 366 | 954 - 320 | 954 - 518 | 954 - 724 |
| 561 - 355 | 561 - 893 | 786 - 469 | 904 - 390 | 954 - 348 | 954 - 519 | 954 - 726 |
| 561 - 361 | 561 - 912 | 786 - 470 | 904 - 391 | 954 - 351 | 954 - 522 | 954 - 728 |
| 561 - 362 | 561 - 923 | 786 - 552 | 904 - 393 | 954 - 355 | 954 - 523 | 954 - 730 |
| 561 - 366 | 561 - 955 | 786 - 597 | 904 - 396 | 954 - 356 | 954 - 524 | 954 - 731 |
| 561 - 367 | 561 - 981 | 786 - 624 | 904 - 398 | 954 - 357 | 954 - 525 | 954 - 733 |
| 561 - 368 | 561 - 982 | 786 - 777 | 904 - 399 | 954 - 359 | 954 - 527 | 954 - 735 |
| 561 - 391 | 561 - 988 | 786 - 845 | 904 - 457 | 954 - 390 | 954 - 535 | 954 - 739 |
| 561 - 392 | 561 - 989 | 786 - 999 | 904 - 470 | 954 - 396 | 954 - 537 | 954 - 741 |

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.13. NETWORK EXCHANGE SERVICE ZONES, Continued

3.13.1. Zone 1, Continued

| NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 954 - 742 | 954 - 762 | 954 - 771 | 954 - 832 | 954 - 847 | 954 - 922 | 954 - 938 |
| 954 - 746 | 954 - 763 | 954 - 772 | 954 - 835 | 954 - 848 | 954 - 923 | 954 - 960 |
| 954 - 747 | 954 - 764 | 954 - 776 | 954 - 836 | 954 - 851 | 954 - 924 | |
| 954 - 748 | 954 - 765 | 954 - 777 | 954 - 837 | 954 - 858 | 954 - 925 | |
| 954 - 749 | 954 - 766 | 954 - 779 | 954 - 838 | 954 - 883 | 954 - 926 | |
| 954 - 759 | 954 - 767 | 954 - 809 | 954 - 839 | 954 - 888 | 954 - 927 | |
| 954 - 760 | 954 - 768 | 954 - 828 | 954 - 845 | 954 - 920 | 954 - 928 | |
| 954 - 761 | 954 - 769 | 954 - 831 | 954 - 846 | 954 - 921 | 954 - 929 | |

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.13. NETWORK EXCHANGE SERVICE ZONES, Continued

3.13.2. Zone 2

| NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 305 - 207 | 305 - 378 | 305 - 637 | 305 - 769 | 321 - 268 | 321 - 729 | 352 - 371 |
| 305 - 220 | 305 - 412 | 305 - 638 | 305 - 770 | 321 - 269 | 321 - 730 | 352 - 372 |
| 305 - 221 | 305 - 430 | 305 - 650 | 305 - 795 | 321 - 328 | 321 - 733 | 352 - 373 |
| 305 - 222 | 305 - 451 | 305 - 651 | 305 - 816 | 321 - 383 | 321 - 751 | 352 - 374 |
| 305 - 223 | 305 - 453 | 305 - 652 | 305 - 817 | 321 - 385 | 321 - 752 | 352 - 375 |
| 305 - 225 | 305 - 474 | 305 - 653 | 305 - 818 | 321 - 409 | 321 - 757 | 352 - 376 |
| 305 - 226 | 305 - 480 | 305 - 654 | 305 - 819 | 321 - 433 | 321 - 768 | 352 - 377 |
| 305 - 227 | 305 - 485 | 305 - 655 | 305 - 820 | 321 - 434 | 321 - 773 | 352 - 378 |
| 305 - 228 | 305 - 487 | 305 - 661 | 305 - 821 | 321 - 449 | 321 - 777 | 352 - 379 |
| 305 - 229 | 305 - 493 | 305 - 662 | 305 - 822 | 321 - 452 | 321 - 779 | 352 - 380 |
| 305 - 231 | 305 - 512 | 305 - 663 | 305 - 823 | 321 - 453 | 321 - 783 | 352 - 381 |
| 305 - 232 | 305 - 517 | 305 - 664 | 305 - 824 | 321 - 454 | 321 - 784 | 352 - 384 |
| 305 - 233 | 305 - 551 | 305 - 665 | 305 - 825 | 321 - 455 | 321 - 799 | 352 - 392 |
| 305 - 234 | 305 - 552 | 305 - 666 | 305 - 826 | 321 - 456 | 321 - 837 | 352 - 393 |
| 305 - 235 | 305 - 553 | 305 - 667 | 305 - 827 | 321 - 459 | 321 - 842 | 352 - 395 |
| 305 - 238 | 305 - 554 | 305 - 668 | 305 - 828 | 321 - 504 | 321 - 868 | 352 - 491 |
| 305 - 249 | 305 - 556 | 305 - 669 | 305 - 829 | 321 - 609 | 321 - 951 | 352 - 548 |
| 305 - 251 | 305 - 557 | 305 - 681 | 305 - 835 | 321 - 617 | 321 - 952 | 352 - 666 |
| 305 - 252 | 305 - 558 | 305 - 685 | 305 - 836 | 321 - 631 | 321 - 953 | 352 - 683 |
| 305 - 253 | 305 - 559 | 305 - 687 | 305 - 846 | 321 - 632 | 321 - 956 | 352 - 684 |
| 305 - 254 | 305 - 595 | 305 - 688 | 305 - 852 | 321 - 633 | 321 - 984 | 352 - 686 |
| 305 - 255 | 305 - 596 | 305 - 689 | 305 - 853 | 321 - 634 | 321 - 986 | 352 - 688 |
| 305 - 256 | 305 - 598 | 305 - 690 | 305 - 943 | 321 - 635 | 352 - 264 | 352 - 692 |
| 305 - 259 | 305 - 620 | 305 - 691 | 305 - 953 | 321 - 636 | 352 - 265 | 352 - 846 |
| 305 - 270 | 305 - 621 | 305 - 693 | 305 - 969 | 321 - 637 | 352 - 271 | 352 - 955 |
| 305 - 271 | 305 - 622 | 305 - 694 | 305 - 971 | 321 - 638 | 352 - 273 | 386 - 226 |
| 305 - 273 | 305 - 623 | 305 - 696 | 305 - 974 | 321 - 639 | 352 - 294 | 386 - 238 |
| 305 - 274 | 305 - 624 | 305 - 698 | 305 - 999 | 321 - 674 | 352 - 331 | 386 - 239 |
| 305 - 275 | 305 - 625 | 305 - 740 | 321 - 225 | 321 - 676 | 352 - 332 | 386 - 248 |
| 305 - 278 | 305 - 626 | 305 - 743 | 321 - 235 | 321 - 690 | 352 - 333 | 386 - 252 |
| 305 - 279 | 305 - 627 | 305 - 751 | 321 - 242 | 321 - 722 | 352 - 334 | 386 - 253 |
| 305 - 284 | 305 - 628 | 305 - 754 | 321 - 253 | 321 - 723 | 352 - 335 | 386 - 254 |
| 305 - 289 | 305 - 630 | 305 - 756 | 321 - 254 | 321 - 724 | 352 - 336 | 386 - 255 |
| 305 - 348 | 305 - 633 | 305 - 757 | 321 - 255 | 321 - 725 | 352 - 337 | 386 - 257 |
| 305 - 362 | 305 - 634 | 305 - 758 | 321 - 259 | 321 - 726 | 352 - 338 | 386 - 258 |
| 305 - 364 | 305 - 635 | 305 - 759 | 321 - 264 | 321 - 727 | 352 - 367 | 386 - 304 |
| 305 - 367 | 305 - 636 | 305 - 762 | 321 - 267 | 321 - 728 | 352 - 370 | 386 - 322 |

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.13. NETWORK EXCHANGE SERVICE ZONES, Continued

3.13.2. Zone 2, Continued

| NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 386 - 323 | 407 - 207 | 407 - 330 | 407 - 812 | 561 - 266 | 561 - 499 | 561 - 694 |
| 386 - 409 | 407 - 208 | 407 - 345 | 407 - 816 | 561 - 272 | 561 - 533 | 561 - 697 |
| 386 - 423 | 407 - 224 | 407 - 351 | 407 - 817 | 561 - 274 | 561 - 540 | 561 - 712 |
| 386 - 424 | 407 - 226 | 407 - 352 | 407 - 822 | 561 - 276 | 561 - 547 | 561 - 731 |
| 386 - 426 | 407 - 228 | 407 - 354 | 407 - 823 | 561 - 278 | 561 - 548 | 561 - 732 |
| 386 - 427 | 407 - 240 | 407 - 355 | 407 - 825 | 561 - 279 | 561 - 550 | 561 - 733 |
| 386 - 428 | 407 - 243 | 407 - 356 | 407 - 826 | 561 - 280 | 561 - 558 | 561 - 734 |
| 386 - 439 | 407 - 248 | 407 - 359 | 407 - 833 | 561 - 292 | 561 - 575 | 561 - 735 |
| 386 - 441 | 407 - 249 | 407 - 363 | 407 - 850 | 561 - 330 | 561 - 580 | 561 - 736 |
| 386 - 478 | 407 - 251 | 407 - 365 | 407 - 851 | 561 - 357 | 561 - 582 | 561 - 737 |
| 386 - 517 | 407 - 253 | 407 - 366 | 407 - 852 | 561 - 364 | 561 - 585 | 561 - 738 |
| 386 - 574 | 407 - 264 | 407 - 370 | 407 - 854 | 561 - 369 | 561 - 586 | 561 - 739 |
| 386 - 575 | 407 - 268 | 407 - 371 | 407 - 855 | 561 - 374 | 561 - 588 | 561 - 740 |
| 386 - 615 | 407 - 273 | 407 - 380 | 407 - 856 | 561 - 375 | 561 - 615 | 561 - 741 |
| 386 - 668 | 407 - 275 | 407 - 381 | 407 - 857 | 561 - 381 | 561 - 616 | 561 - 742 |
| 386 - 671 | 407 - 277 | 407 - 382 | 407 - 858 | 561 - 383 | 561 - 622 | 561 - 743 |
| 386 - 672 | 407 - 281 | 407 - 384 | 407 - 859 | 561 - 432 | 561 - 624 | 561 - 744 |
| 386 - 673 | 407 - 282 | 407 - 427 | 407 - 871 | 561 - 433 | 561 - 625 | 561 - 745 |
| 386 - 676 | 407 - 290 | 407 - 438 | 407 - 882 | 561 - 434 | 561 - 626 | 561 - 746 |
| 386 - 677 | 407 - 291 | 407 - 445 | 407 - 888 | 561 - 438 | 561 - 627 | 561 - 747 |
| 386 - 681 | 407 - 292 | 407 - 458 | 407 - 893 | 561 - 439 | 561 - 630 | 561 - 748 |
| 386 - 734 | 407 - 293 | 407 - 482 | 407 - 894 | 561 - 451 | 561 - 637 | 561 - 752 |
| 386 - 736 | 407 - 294 | 407 - 503 | 407 - 895 | 561 - 454 | 561 - 638 | 561 - 775 |
| 386 - 738 | 407 - 295 | 407 - 521 | 407 - 896 | 561 - 470 | 561 - 640 | 561 - 776 |
| 386 - 740 | 407 - 296 | 407 - 522 | 407 - 897 | 561 - 471 | 561 - 641 | 561 - 796 |
| 386 - 753 | 407 - 297 | 407 - 523 | 407 - 898 | 561 - 477 | 561 - 642 | 561 - 799 |
| 386 - 756 | 407 - 298 | 407 - 532 | 407 - 903 | 561 - 478 | 561 - 649 | 561 - 829 |
| 386 - 760 | 407 - 299 | 407 - 578 | 407 - 916 | 561 - 479 | 561 - 672 | 561 - 840 |
| 386 - 761 | 407 - 302 | 407 - 582 | 407 - 919 | 561 - 482 | 561 - 681 | 561 - 841 |
| 386 - 763 | 407 - 306 | 407 - 586 | 407 - 971 | 561 - 483 | 561 - 682 | 561 - 842 |
| 386 - 767 | 407 - 320 | 407 - 658 | 407 - 977 | 561 - 487 | 561 - 683 | 561 - 844 |
| 386 - 785 | 407 - 321 | 407 - 665 | 561 - 202 | 561 - 488 | 561 - 684 | 561 - 845 |
| 386 - 788 | 407 - 322 | 407 - 685 | 561 - 218 | 561 - 493 | 561 - 686 | 561 - 848 |
| 386 - 822 | 407 - 323 | 407 - 688 | 561 - 233 | 561 - 494 | 561 - 687 | 561 - 852 |
| 386 - 860 | 407 - 324 | 407 - 736 | 561 - 242 | 561 - 495 | 561 - 688 | 561 - 863 |
| 386 - 943 | 407 - 327 | 407 - 737 | 561 - 243 | 561 - 496 | 561 - 689 | 561 - 865 |
| 386 - 947 | 407 - 328 | 407 - 762 | 561 - 265 | 561 - 498 | 561 - 691 | 561 - 881 |

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.13. NETWORK EXCHANGE SERVICE ZONES, Continued

3.13.2. Zone 2, Continued

| NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 561 - 882 | 772 - 463 | 850 - 236 | 850 - 595 | 904 - 269 | 904 - 543 | 904 - 794 |
| 561 - 883 | 772 - 492 | 850 - 310 | 850 - 636 | 904 - 270 | 904 - 564 | 904 - 797 |
| 561 - 924 | 772 - 545 | 850 - 416 | 850 - 747 | 904 - 272 | 904 - 565 | 904 - 805 |
| 561 - 963 | 772 - 546 | 850 - 429 | 850 - 763 | 904 - 273 | 904 - 573 | 904 - 828 |
| 561 - 964 | 772 - 562 | 850 - 430 | 850 - 767 | 904 - 276 | 904 - 594 | 904 - 855 |
| 561 - 965 | 772 - 563 | 850 - 432 | 850 - 769 | 904 - 277 | 904 - 620 | 904 - 880 |
| 561 - 966 | 772 - 564 | 850 - 433 | 850 - 770 | 904 - 278 | 904 - 636 | 904 - 886 |
| 561 - 967 | 772 - 567 | 850 - 434 | 850 - 784 | 904 - 280 | 904 - 641 | 904 - 905 |
| 561 - 968 | 772 - 569 | 850 - 435 | 850 - 785 | 904 - 285 | 904 - 642 | 904 - 908 |
| 561 - 969 | 772 - 590 | 850 - 436 | 850 - 857 | 904 - 288 | 904 - 645 | 904 - 928 |
| 561 - 992 | 772 - 663 | 850 - 437 | 850 - 872 | 904 - 292 | 904 - 646 | 904 - 954 |
| 561 - 993 | 772 - 664 | 850 - 438 | 850 - 873 | 904 - 298 | 904 - 682 | 904 - 981 |
| 561 - 996 | 772 - 692 | 850 - 439 | 850 - 912 | 904 - 317 | 904 - 693 | 904 - 987 |
| 754 - 321 | 772 - 770 | 850 - 444 | 850 - 913 | 904 - 321 | 904 - 695 | 904 - 996 |
| 754 - 322 | 772 - 778 | 850 - 452 | 850 - 914 | 904 - 363 | 904 - 720 | 904 - 997 |
| 754 - 323 | 772 - 781 | 850 - 453 | 850 - 916 | 904 - 367 | 904 - 721 | 904 - 998 |
| 772 - 219 | 772 - 794 | 850 - 454 | 850 - 932 | 904 - 370 | 904 - 722 | 954 - 201 |
| 772 - 220 | 772 - 978 | 850 - 455 | 850 - 934 | 904 - 378 | 904 - 723 | 954 - 217 |
| 772 - 221 | 786 - 242 | 850 - 456 | 850 - 941 | 904 - 381 | 904 - 724 | 954 - 227 |
| 772 - 223 | 786 - 263 | 850 - 457 | 850 - 944 | 904 - 384 | 904 - 725 | 954 - 236 |
| 772 - 225 | 786 - 267 | 850 - 458 | 850 - 969 | 904 - 387 | 904 - 726 | 954 - 252 |
| 772 - 226 | 786 - 268 | 850 - 469 | 904 - 213 | 904 - 388 | 904 - 727 | 954 - 255 |
| 772 - 227 | 786 - 293 | 850 - 470 | 904 - 215 | 904 - 389 | 904 - 730 | 954 - 262 |
| 772 - 229 | 786 - 313 | 850 - 471 | 904 - 218 | 904 - 407 | 904 - 731 | 954 - 316 |
| 772 - 231 | 786 - 315 | 850 - 473 | 904 - 220 | 904 - 419 | 904 - 732 | 954 - 321 |
| 772 - 232 | 786 - 318 | 850 - 474 | 904 - 221 | 904 - 420 | 904 - 733 | 954 - 322 |
| 772 - 234 | 786 - 320 | 850 - 475 | 904 - 241 | 904 - 443 | 904 - 737 | 954 - 327 |
| 772 - 270 | 786 - 413 | 850 - 476 | 904 - 242 | 904 - 448 | 904 - 739 | 954 - 340 |
| 772 - 283 | 786 - 499 | 850 - 477 | 904 - 246 | 904 - 460 | 904 - 741 | 954 - 341 |
| 772 - 286 | 786 - 573 | 850 - 478 | 904 - 247 | 904 - 461 | 904 - 771 | 954 - 344 |
| 772 - 287 | 786 - 596 | 850 - 479 | 904 - 249 | 904 - 464 | 904 - 772 | 954 - 345 |
| 772 - 288 | 786 - 639 | 850 - 484 | 904 - 256 | 904 - 471 | 904 - 777 | 954 - 346 |
| 772 - 299 | 786 - 662 | 850 - 492 | 904 - 260 | 904 - 491 | 904 - 778 | 954 - 349 |
| 772 - 334 | 850 - 230 | 850 - 494 | 904 - 261 | 904 - 519 | 904 - 779 | 954 - 360 |
| 772 - 335 | 850 - 233 | 850 - 497 | 904 - 262 | 904 - 538 | 904 - 781 | 954 - 370 |
| 772 - 337 | 850 - 234 | 850 - 505 | 904 - 264 | 904 - 541 | 904 - 783 | 954 - 382 |
| 772 - 398 | 850 - 235 | 850 - 522 | 904 - 268 | 904 - 542 | 904 - 786 | 954 - 384 |

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.13. NETWORK EXCHANGE SERVICE ZONES, Continued

3.13.2. Zone 2, Continued

| NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 954 - 385 | 954 - 431 | 954 - 475 | 954 - 596 | 954 - 785 | 954 - 943 | 954 - 973 |
| 954 - 389 | 954 - 432 | 954 - 476 | 954 - 659 | 954 - 786 | 954 - 946 | 954 - 974 |
| 954 - 392 | 954 - 433 | 954 - 480 | 954 - 680 | 954 - 788 | 954 - 947 | 954 - 975 |
| 954 - 407 | 954 - 434 | 954 - 481 | 954 - 693 | 954 - 791 | 954 - 956 | 954 - 977 |
| 954 - 418 | 954 - 435 | 954 - 499 | 954 - 698 | 954 - 792 | 954 - 957 | 954 - 978 |
| 954 - 419 | 954 - 436 | 954 - 503 | 954 - 704 | 954 - 796 | 954 - 961 | 954 - 979 |
| 954 - 420 | 954 - 437 | 954 - 545 | 954 - 723 | 954 - 797 | 954 - 962 | 954 - 981 |
| 954 - 421 | 954 - 438 | 954 - 570 | 954 - 725 | 954 - 876 | 954 - 963 | 954 - 983 |
| 954 - 422 | 954 - 441 | 954 - 571 | 954 - 751 | 954 - 885 | 954 - 964 | 954 - 984 |
| 954 - 423 | 954 - 442 | 954 - 574 | 954 - 752 | 954 - 893 | 954 - 965 | 954 - 985 |
| 954 - 424 | 954 - 443 | 954 - 575 | 954 - 753 | 954 - 894 | 954 - 966 | 954 - 986 |
| 954 - 425 | 954 - 447 | 954 - 577 | 954 - 755 | 954 - 915 | 954 - 967 | 954 - 987 |
| 954 - 426 | 954 - 450 | 954 - 581 | 954 - 757 | 954 - 916 | 954 - 968 | 954 - 989 |
| 954 - 427 | 954 - 452 | 954 - 583 | 954 - 781 | 954 - 917 | 954 - 969 | |
| 954 - 428 | 954 - 472 | 954 - 584 | 954 - 782 | 954 - 935 | 954 - 970 | |
| 954 - 429 | 954 - 473 | 954 - 585 | 954 - 783 | 954 - 941 | 954 - 971 | |
| 954 - 430 | 954 - 474 | 954 - 587 | 954 - 784 | 954 - 942 | 954 - 972 | |

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.13. NETWORK EXCHANGE SERVICE ZONES, Continued

3.13.3. Zone 3

| NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX | NPA-NXX |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 305 - 224 | 352 - 493 | 386 - 437 | 561 - 791 | 772 - 581 | 850 - 773 | 904 - 529 |
| 305 - 230 | 352 - 495 | 386 - 445 | 561 - 792 | 772 - 589 | 850 - 870 | 904 - 548 |
| 305 - 242 | 352 - 498 | 386 - 446 | 561 - 793 | 772 - 595 | 850 - 871 | 904 - 696 |
| 305 - 245 | 352 - 522 | 386 - 447 | 561 - 795 | 772 - 785 | 850 - 874 | 904 - 713 |
| 305 - 246 | 352 - 540 | 386 - 466 | 561 - 798 | 772 - 871 | 850 - 936 | 904 - 714 |
| 305 - 247 | 352 - 542 | 386 - 467 | 561 - 904 | 772 - 873 | 850 - 937 | 904 - 751 |
| 305 - 248 | 352 - 543 | 386 - 586 | 772 - 250 | 772 - 878 | 850 - 939 | 904 - 757 |
| 305 - 257 | 352 - 544 | 386 - 649 | 772 - 336 | 772 - 879 | 850 - 957 | 904 - 764 |
| 305 - 258 | 352 - 592 | 386 - 719 | 772 - 340 | 786 - 243 | 850 - 968 | 904 - 765 |
| 305 - 515 | 352 - 596 | 386 - 749 | 772 - 343 | 786 - 349 | 850 - 981 | 904 - 766 |
| 305 - 744 | 352 - 597 | 386 - 752 | 772 - 344 | 850 - 263 | 850 - 983 | 904 - 768 |
| 305 - 745 | 352 - 754 | 386 - 754 | 772 - 388 | 850 - 265 | 850 - 994 | 904 - 808 |
| 305 - 872 | 352 - 796 | 386 - 755 | 772 - 429 | 850 - 271 | 850 - 995 | 904 - 810 |
| 352 - 447 | 352 - 797 | 386 - 758 | 772 - 460 | 850 - 277 | 904 - 225 | 904 - 819 |
| 352 - 463 | 352 - 799 | 386 - 961 | 772 - 461 | 850 - 415 | 904 - 230 | 904 - 823 |
| 352 - 465 | 352 - 848 | 386 - 985 | 772 - 462 | 850 - 515 | 904 - 251 | 904 - 824 |
| 352 - 466 | 386 - 246 | 407 - 349 | 772 - 464 | 850 - 535 | 904 - 266 | 904 - 825 |
| 352 - 472 | 386 - 312 | 407 - 568 | 772 - 465 | 850 - 539 | 904 - 282 | 904 - 826 |
| 352 - 473 | 386 - 325 | 561 - 333 | 772 - 466 | 850 - 623 | 904 - 284 | 904 - 827 |
| 352 - 481 | 386 - 326 | 561 - 587 | 772 - 467 | 850 - 626 | 904 - 287 | 904 - 829 |
| 352 - 486 | 386 - 328 | 561 - 753 | 772 - 468 | 850 - 638 | 904 - 289 | 904 - 924 |
| 352 - 489 | 386 - 329 | 561 - 784 | 772 - 489 | 850 - 675 | 904 - 291 | 904 - 940 |
| 352 - 490 | 386 - 345 | 561 - 790 | 772 - 571 | 850 - 722 | 904 - 522 | |

SECTION 4 - RATES AND CHARGES

4.1. NETWORK SWITCHED SERVICES

4.1.1. Residential Services

A. Residential Bundled Services

| | |
|-----------------------------------------------|---------------------|
| 1. PowerNet Global Unlimited Bundled Service | Monthly Rate |
| Per Line, Per Month | |
| Zone 1 | \$49.99 |
| Zone 2 | \$49.99 |
| Zone 3 | \$64.99 |
| 2. PowerNet Global Basic Plus Bundled Service | |
| Per Line, Per Month | |
| Zone 1 | \$29.99 |
| Zone 2 | \$29.99 |
| Zone 3 | \$44.99 |
| Direct Dialed InterLATA Toll, per minute | \$0.109 |
| Direct Dialed IntraLATA Toll, per minute | \$0.109 |
| 3. PowerNet Global Basic Bundled Service | |
| Per Line, Per Month | |
| Zone 1 | \$22.99 |
| Zone 2 | \$22.99 |
| Zone 3 | \$39.99 |
| Direct Dialed InterLATA Toll, per minute | \$0.109 |
| Direct Dialed IntraLATA Toll, per minute | \$0.109 |

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SECTION 4 - RATES AND CHARGES, Continued

4.1. NETWORK SWITCHED SERVICES, Continued

4.1.1. Residential Services, Continued

B. Residential Dial Tone Service

| | Monthly Rate |
|------------------------------------------------|---------------------|
| Per line, per month | |
| Zone 1 | \$15.99 |
| Zone 2 | \$19.99 |
| Zone 3 | \$34.99 |
| Feature Package, per month, per line | \$7.99 |
| Direct Dialed local Exchange calls, per minute | \$0.050 |
| Direct Dialed InterLATA Toll, per minute | \$0.109 |
| Direct Dialed IntraLATA Toll, per minute | \$0.109 |

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SECTION 4 - RATES AND CHARGES, Continued

4.1. NETWORK SWITCHED SERVICES, Continued

4.1.2. Business Services

[Reserved For Future Use]

SECTION 4 - RATES AND CHARGES, Continued

4.2. ADDITIONAL/MISCELLANEOUS CHARGES

4.2.1. Installation, Moves and Service Change Charges Non-Recurring

| | |
|----------------------------------|----------|
| New Installation* | \$150.00 |
| Move Service to new location* | \$75.00 |
| One-Time Changes to Service | \$9.99 |
| Installation of additional line* | \$75.00 |
| Missed Appointment | \$75.00 |
| Restoral charge | \$25.00 |

*Customer must be available at scheduled install time

4.2.2. Trouble Isolation Charge

Trouble isolation and other repair Services are provided to Customers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to the underlying carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying carrier's tariffed rates.

4.2.3. Per Use Custom Calling Features ChargePer Use

| | |
|---------------------------------|--------|
| Repeat Dialing (*66) | \$0.75 |
| Per Call Blocking (*67) | \$0.75 |
| Reveal Last incoming call (*69) | \$0.75 |

4.2.4. Individual Calling Features

| | |
|---------------------------------------|--------|
| All Call Blocking | \$3.50 |
| Automatic Call Rejection | \$3.50 |
| Call Forwarding – No Answer/Busy Line | \$3.50 |
| Call Forwarding- Variable | \$3.50 |
| Call Waiting | \$3.50 |
| Call Waiting with ID | \$3.50 |
| Caller ID With Name | \$3.50 |
| Speed Dial 8 | \$3.50 |
| Speed Dial 30 | \$3.50 |
| Three-Way Calling | \$3.50 |

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SECTION 4 – RATES, Continued

4.2. ADDITIONAL/MISCELLANEOUS CHARGES, Continued

| | |
|-----------------------------------------------------------------|-------------------|
| 4.2.5. Travel Card Service | Per Minute |
| Rate | \$0.129 |
| 2.5.6. Additional Monthly Charges | |
| Subscriber Line Charge (SLC), per line, per month | \$6.50 |
| Local Number Portability (LNP), per month | \$0.25 |
| 4.2.7. Directory Listing | |
| Non-Published Listing | \$2.40 |
| Non-Listed Listing | \$2.40 |
| Additional Listing | \$2.40 |
| 4.2.8. Directory Assistance | Per Usage |
| Directory Assistance | \$0.75 |
| Directory Assistance Call Completion | \$0.50 |
| 4.2.9. Presubscribed Interexchange Carrier Change Charge | Per Change |
| Charge | \$9.99 |
| 4.2.10. Pay Telephone Surcharge | Per Call |
| Charge | \$0.35 |

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SECTION 4 - RATES AND CHARGES, Continued

4.3. 911 TELEPHONE SERVICE

911 Telephone Service 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, PNG shall make arrangements for the Customer to reach the appropriate emergency Services through dialing "0".

Emergency 911 surcharge, per month \$0.50

4.4. TELECOMMUNICATIONS RELAY SERVICE

For intrastate toll calls received from the relay Service, the Company will when billing relay calls discount relay Service calls by fifty (50) percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted to sixty (60) percent off of the otherwise applicable rate for a voice non-relay call.

The Company passes through to its Customers the following surcharge, per access line up to 25 access lines, per month, to fund the Florida Telecommunications Relay Service.

TRS Surcharge, per access line up to 25 access lines, per month \$0.13

4.5. CALL BLOCKING SERVICE

Call Blocking Service is a Service that 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. Customers are automatically provided with Collect Call Blocking upon Subscription to the Company's Services, at no charge.

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SECTION 4 - RATES AND CHARGES, Continued

4.6. SERVICE PROVIDER OPTIONS

4.6.1 No Primary Interexchange Carrier (PIC) Option

Customers have the option of not selecting a toll provider as primary carrier for intraLATA and/or interLATA toll traffic, thus requiring the customer to use an access code to obtain toll providers' services (i.e., 1010-XXX).

4.6.2 Two PIC Option

Customers will be able to select one toll provider for intraLATA toll calls and, if so desired, the same or another toll provider for interLATA toll calls.

4.6.3 Preferred Carrier Freeze (PCF)

The Company offers a free service called Preferred Carrier Freeze. This service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange service provider as permanent choices which may not be changed absent further authorization from the Customer. The Company will send a letter to each Customer upon initiation or transfer of service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local service provider choice(s). At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

4.6.4 Carrier Change Charge

After the initial 30-day period, or at any time after an initial carrier selection has been made, any carrier selection or change is subject to a Non-Recurring Charge of \$9.99 per change, per line.

SECTION 4 - RATES AND CHARGES, Continued

4.7. RATES BY INDIVIDUAL CONTRACT BASIS (ICB)

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Price List. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Price List. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis

4.8. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.