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May 22, 2008

Attention: Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

e-FILED VIA DIS SYSTEM

Re: Peerless Network of Ohio, LLC
Case No. 08-0611-TP-ACE

Dear Sir or Madam:

Enclosed herewith for filing with the Commission please find an original of the above-referenced company's Application for a Certificate of Public Convenience and Necessity to provide resold competitive local and long distance telecommunications services in AT&T Ohio, Cincinnati Bell, Embarq and Verizon North exchanges e-filed via the Docketing Information System.

Should you have any questions concerning this matter, please contact the undersigned.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.



Patrick D. Crocker

PDC/tld

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

In the Matter of the Application of Peerless Network of Ohio, LLC to apply for Certificate of Public Convenience and Necessity to provide CTS and CLEC telecommunication services in Ohio)

TRF Docket No. 90-_____

Case No. 08 - 0611 - **TP** - ACE

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Peerless Network of Ohio, LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 225 W. Washington Street, Suite 1285, Chicago, IL 60606

Company Web Address _____

Regulatory Contact Person(s) Dan Meldazis

Phone 312-506-0920 Fax 312-506-0931

Regulatory Contact Person's Email Address dmeldazis@peerlessnetwork.com

Contact Person for Annual Report Dan Meldazis

Phone 312-506-0920

Address (if different from above) _____

Consumer Contact Information Dan Meldazis

Phone 312-506-0920

Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Peerless Network of Ohio, LLC, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) May 13, 2008 at (Location) Chicago, IL

*(Signature and Title)


John Barnicle, CEO

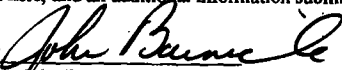
(Date) May 13, 2008

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, John Barnicle verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)


John Barnicle, CEO

(Date) May 13, 2008

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Peerless Network of Ohio, LLC to apply for Certificate of Public Convenience and Necessity to provide CTS and CLEC telecommunication services in Ohio)
)
)
)

Case No. 08 - 0611 - **TP** - ACE

Name of Registrant(s) Peerless Network of Ohio, LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 225 W. Washington Street, Suite 1285, Chicago, IL 60606

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☒ Interexchange Tariff¹

☒ Local Tariff¹

☐ Carrier-to-Carrier (Access) Tariff

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

☒ Service provisioned via Resale

☐ Service provisioned via Facilities

☐ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of CTS services

☒ Description of the proposed market area

☒ Explanation of how the proposed services in the proposed market area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the applicant intends to serve

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State² &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

¹ Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

² Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

If this company has been previously certified in the State of Ohio, include that certification number _____

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):

- ☒ Verification of compliance with any affiliate transaction requirements

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☐ retail tariffs ☒ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation Peerless Network of Ohio, LLC
(Name)


and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on

May 13, 2008

at

Chicago, IL


(Signature and Title) John Barnicle, CEO

May 13, 2008

(Date)

EXHIBIT LIST

EXHIBIT A	TARIFF
EXHIBIT B	DESCRIPTION OF SERVICES
Exhibit B-1	How Service Provisioned
Exhibit B-2	Description of Proposed Services
Exhibit B-3	Statement about Provision of CTS Services
Exhibit B-4	Description of Proposed Market Area
Exhibit B-5	Explanation of How Proposed Market Area is in Public Interest
Exhibit B-6	Description of Class of Customers Served
EXHIBIT C	BUSINESS REQUIREMENTS
Exhibit C-1	Registration with Ohio Department of Taxation
Exhibit C-2	Certification Ohio Secretary of State and Good Standing Certificate
EXHIBIT D	DOCUMENTATION ATTESTING TO FINANCIAL VIABILITY
Exhibit D-1	Executive Summary of Financial Condition, Liquidity, and Capital Resources
Exhibit D-2	Financial Statements (Actual and Pro Forma Income Statement and Balance Sheet)
Exhibit D-3	Documentation to support cash and funding sources.
EXHIBIT E	MANAGERIAL ABILITY AND CORPORATE STRUCTURE
Exhibit E-1	Technical and Managerial Expertise
Exhibit E-2	Officers and Directors
Exhibit E-3	Corporate Structure and Ownership
Exhibit E-4	Similar Operations in Other States
Exhibit E-5	Verification Records Maintained in Accordance with GAAP
Exhibit E-6	Compliance with Affiliate Transaction Requirements
EXHIBIT F	Documentation Attesting to Proposed Interactions with Carriers
Exhibit F-1	Rate Derivation
Exhibit F-2	Explanation Service Areas Approved Interconnection or Resale Agreement
Exhibit F-3	Notarized Affidavit accompanied by bona fide letters requesting negotiation, proposed timeline for construction, interconnection, and offering of service to end users.
EXHIBIT G	Documentation Attesting to Proposed Interactions with Customers
Exhibit G-1	Explanation of Required Payment in Advance of Receiving Dial Tone
Exhibit G-2	Tariff Sheets for Services and Charges to be Paid Prior to Receiving Dial Tone
Exhibit G-3	Sample Bill and Disconnection Notice
Exhibit G-4	Customer Application to Establish Residential Service
Exhibit G-5	List of Ohio ILEC Exchanges
Exhibit G-6	Mirroring Statement

EXHIBIT A
Tariffs (See Exhibit A-1)

EXHIBIT A-1
Local Exchange and Interexchange Tariff

Local Exchange Services P.U.C.O. Tariff No. 1

Local Exchange Service Catalog

Interexchange Services P.U.C.O. Tariff No. 2

Interexchange Service Catalog

LOCAL EXCHANGE SERVICES

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE FURNISHED BY

PEERLESS NETWORK OF OHIO, LLC

THROUGHOUT THE STATE OF OHIO

Issued: May 22, 2008

Effective: June 23, 2008

Issued under authority of the Public Utilities Commission of Ohio,

Dated _____, in Case No. 0 - _____-TP-ACE

Issued by: John Barnicle, CEO
Peerless Network of Ohio, LLC
225 W. Washington Street
Suite 1285
Chicago, IL 60606

LOCAL EXCHANGE SERVICES

CHECK SHEET

Pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Date</u>	<u>Page</u>	<u>Revision</u>	<u>Date</u>
1	Original		33	Original	
2	Original		34	Original	
3	Original		35	Original	
4	Original		36	Original	
5	Original		37	Original	
6	Original		38	Original	
7	Original		39	Original	
8	Original				
9	Original				
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23	Original				
24	Original				
25	Original				
26	Original				
27	Original				
28	Original				
29	Original				
30	Original				
31	Original				
32	Original				

Issued: May 22, 2008

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Issued by: John Barnicle, CEO
Peerless Network of Ohio, LLC
225 W. Washington Street
Suite 1285
Chicago, IL 60606

LOCAL EXCHANGE SERVICES

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Peerless Network of Ohio, LLC
225 W. Washington Street
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LOCAL EXCHANGE SERVICES

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225 W. Washington Street
Suite 1285
Chicago, IL 60606

LOCAL EXCHANGE SERVICES

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

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

- C - To signify changed regulation.
- D - To signify decreased rate.
- I - To signify increased rate.
- T - Textural Change.
- N - New rate or regulation.

Issued: May 22, 2008

Effective: June 23, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. 0 - _____-TP-ACE

Issued by: John Barnicle, CEO
Peerless Network of Ohio, LLC
225 W. Washington Street
Suite 1285
Chicago, IL 60606

LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by PEERLESS NETWORK OF OHIO, LLC to Customers within the local exchange service area defined herein. This tariff is effective only where an approved resale / interconnection agreement exists with the incumbent LEC currently serving such area.

PEERLESS NETWORK OF OHIO, LLC is subject to the commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code.

Issued: May 22, 2008

Effective: June 23, 2008

Issued under authority of the Public Utilities Commission of Ohio,

Dated _____, in Case No. 0 - _____-TP-ACE

Issued by: John Barnicle, CEO
Peerless Network of Ohio, LLC
225 W. Washington Street
Suite 1285
Chicago, IL 60606

LOCAL EXCHANGE SERVICES

SECTION 1 – DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a digital, nonverified account code.

Advance Payment: Payment of all or part of a charge for special construction required before the start of service.

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

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where dialing a different access code followed by the extension number can retrieve any call.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

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

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Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call or per line basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: PEERLESS NETWORK OF OHIO, LLC, which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

Customer: The person, firm, corporation or other entity, which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

Nonrecurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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Off-Hook: The term “off-hook” denotes the active condition of a telephone exchange service line.

On-Hook: The term “on-hook” denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user’s predesignated IXC.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer’s refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer’s acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that the Customer prior to initiating service execute Service Orders.

Services: The Company’s telecommunications services offered on the Company’s network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

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

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 tariff.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, 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

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

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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SECTION 2 – REGULATIONS**2.1.3 Terms and Conditions (continued)**

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 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 Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

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SECTION 2 – REGULATIONS**2.1.3 Terms and Conditions (continued)**

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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 tariff 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 tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these 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 of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood 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 any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. Rule 4901:1-5 of the Ohio Administrative Code crediting provisions will apply in accordance with the Minimum Telephone Service Standards and relevant Commission Orders. The Company may apply for an act of God waiver in accordance with Rule 4901:1-5 of the Ohio Administrative Code.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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2.1.4.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.1.4.8 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.9 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall install new service in accordance with Ohio Administrative Code, Rule 4901:1-5.

2.1.6.2 Repair appointments and commitments shall comply with Ohio Administrative Code, Rule 4901:1-5.

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2.1.6.3 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.4 Equipment installed at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling 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 Ownership of Facilities

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

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SECTION 2 – REGULATIONS**2.1.9 Telecommunications Service Priority**

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The telephone company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

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

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer**2.3.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) 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 noncompliance by the Customer, 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.

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- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service 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 costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, 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 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, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels**2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

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SECTION 2 – REGULATIONS**2.4.2 Station Equipment**

2.4.2.1 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 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. 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. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that 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.

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

2.4.3 Interconnection of Facilities

2.4.3.1 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.

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SECTION 2 – REGULATIONS**2.4.3 Interconnection of Facilities (continued)**

2.4.3.2 Local Service 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.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 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 Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.5 Payment Arrangements**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer. Subscriber bills will contain all of the information required by 4901:1-5 of the Ohio Administrative Code.

2.5.2.1 All service, installation, monthly Recurring Charges and Nonrecurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due.

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SECTION 2 – REGULATIONS**2.5.2 Billing and Collection of Charges (continued)**

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Checks with insufficient funds or non-existing accounts will be assessed a fee of \$30.00 up to a maximum rate of \$40.00 as set forth in Section 7.7, except as may be waived under appropriate circumstances.

2.5.3 Disputed Bills

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

PEERLESS NETWORK OF OHIO, LLC
225 W. Washington Street, Suite 1285
Chicago, IL 60606

Telephone: (312) 506-0920
Facsimile: (312) 506-0931
Toll Free: (888) 380-2721

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

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You may contact the PUCO at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov.

Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of the Rule 4901:1-17 of the Ohio Administrative Code and Rule 4901:1-5 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

2.5.5.2 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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Chicago, IL 60606

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.5.5 Deposits (continued)**

2.5.5.3 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901:1-17 of the Ohio Administrative Code and will be refunded to the Customer after twelve consecutive months of payment.

2.5.5.4 Credit may be established by any means found in 4901:1-17 of the Ohio Administrative Code

2.5.6 Discontinuance of Service

2.5.6.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

2.5.6.2 Disconnection for nonpayment of local service will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

2.5.6.3 Disconnection for Nonpayment of Toll Service will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

2.5.6.4 Disconnection for Reasons other than Nonpayment with notice will be in accordance with Rules 4901:1-5 of the Ohio Administrative Code.

2.5.6.5 Disconnection for Reasons other than Nonpayment without notice will be in accordance with Rule 4901:1-5 of the Ohio Administrative Code.

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS

- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) interruptions of service as a result of acts of God in accordance with MTSS 4901:1-5, military action, wars, insurrection, riots, or strikes; or
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.

2.6.3 Use of Alternative Service Provided by the Company: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

2.7 Cancellation of Service

2.7.1 Cancellation of Service by the Customer

Inclusion of early termination liability by the company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise. If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with:

- (1) All Nonrecurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS**2.7.1 Cancellation of Service by the Customer (continued)**

- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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SECTION 2 – REGULATIONS

- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-5 of the Ohio Administrative Code.

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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.1 Local Service Areas**

The Company will provide local exchange service throughout the AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North access areas.

3.2 Local Exchange Service

Installation, monthly recurring charges will apply to the Company's local exchange services.

3.2.1 The Company's Local Telephone Service provides a Customer with the ability to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service; and
- place or receive calls to 800/888/887 telephone numbers.

3.2.2 Local Line provided the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.2.3 Standard Features: Each Local Line customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing

3.2.4 Optional Features: A Customer may order optional features at the rates specified in this tariff.

3.2.5 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.3 Primary Interexchange Carrier Change Charge**

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.

Tier 1

MAXIMUM
\$7.50

3.4 BUSINESS NETWORKED SWITCHED SERVICES**3.4.1 General**

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.4.2 Service Descriptions and Rates**

The following Business Access Service Options are offered:

Basic Business Line Service
PBX Trunks

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

A. Service Establishment Charge

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or installation charge that is associated with the service the Customer orders.

Tier 2

-Per Order
-Per Visit (1 hour)
-After Hours (1 hour)

Line Connection
Service Order

Custom Features are also available as described in this tariff.

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LOCAL EXCHANGE SERVICES

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**B. Basic Business Line Service****1. General**

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

2. Flat Rate Basic Business Line Service

Service to points within the local calling area is included in the charge for Flat Rate Service.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

<u>Tier 1</u>		<u>MAXIMUM</u>
Monthly Recurring Charges:		
Business Multi-Line	(per line)	\$75.00
<u>Tier 2</u>		
Nonrecurring Connection Charge		
Monthly Recurring Charges:		
Business Single Line	(per line)	

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LOCAL EXCHANGE SERVICES

SECTION 4 – PROMOTIONAL OFFERINGS

The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charge shall be limited to ninety (90) calendar days on a per Customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 06-1344-TP-COI.

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LOCAL EXCHANGE SERVICES

SECTION 5 – INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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 tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and may be filed with the PUCO.

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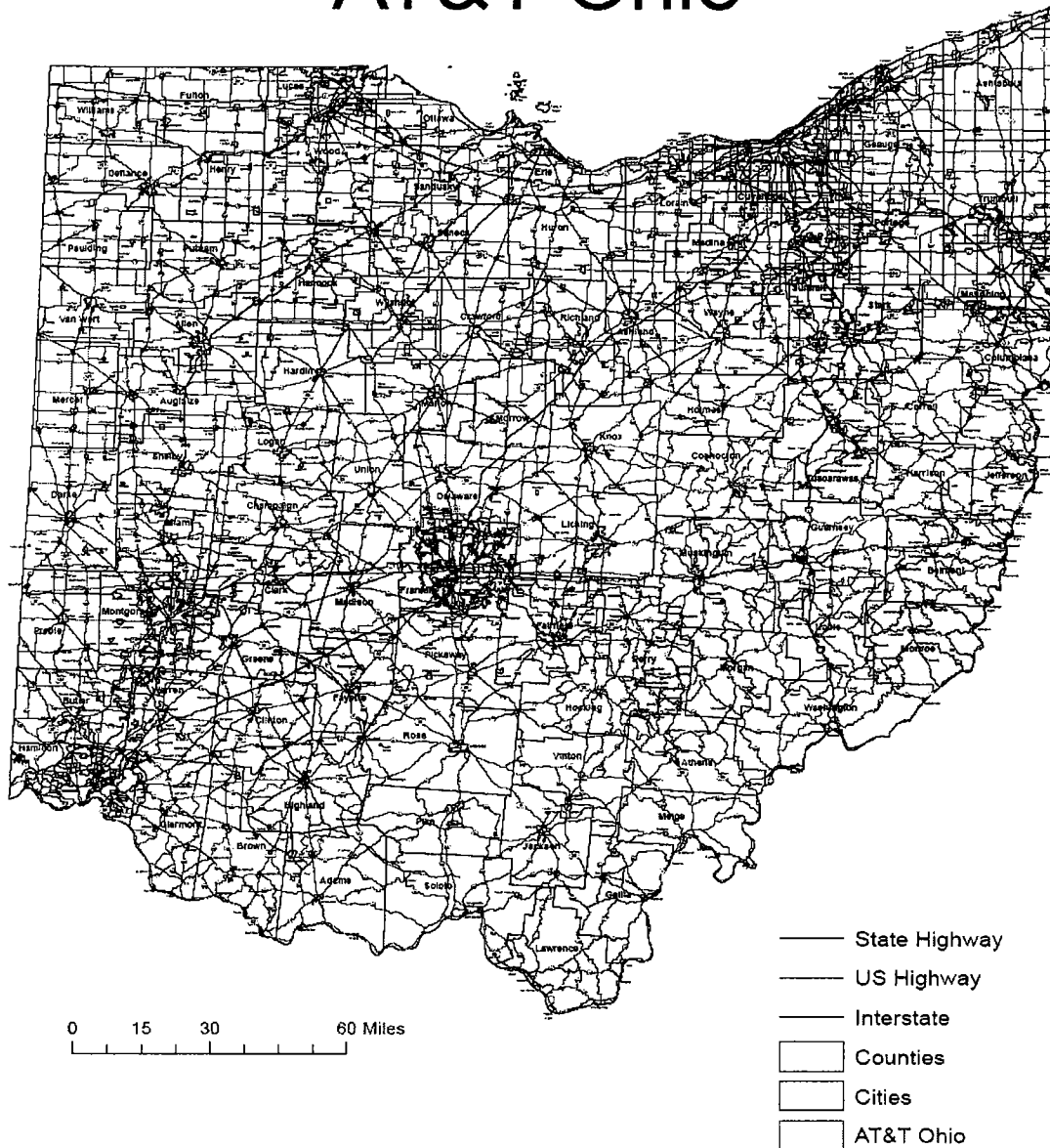
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LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICE AREA MAP

AT&T Ohio



Public Utilities Commission of Ohio, 2007

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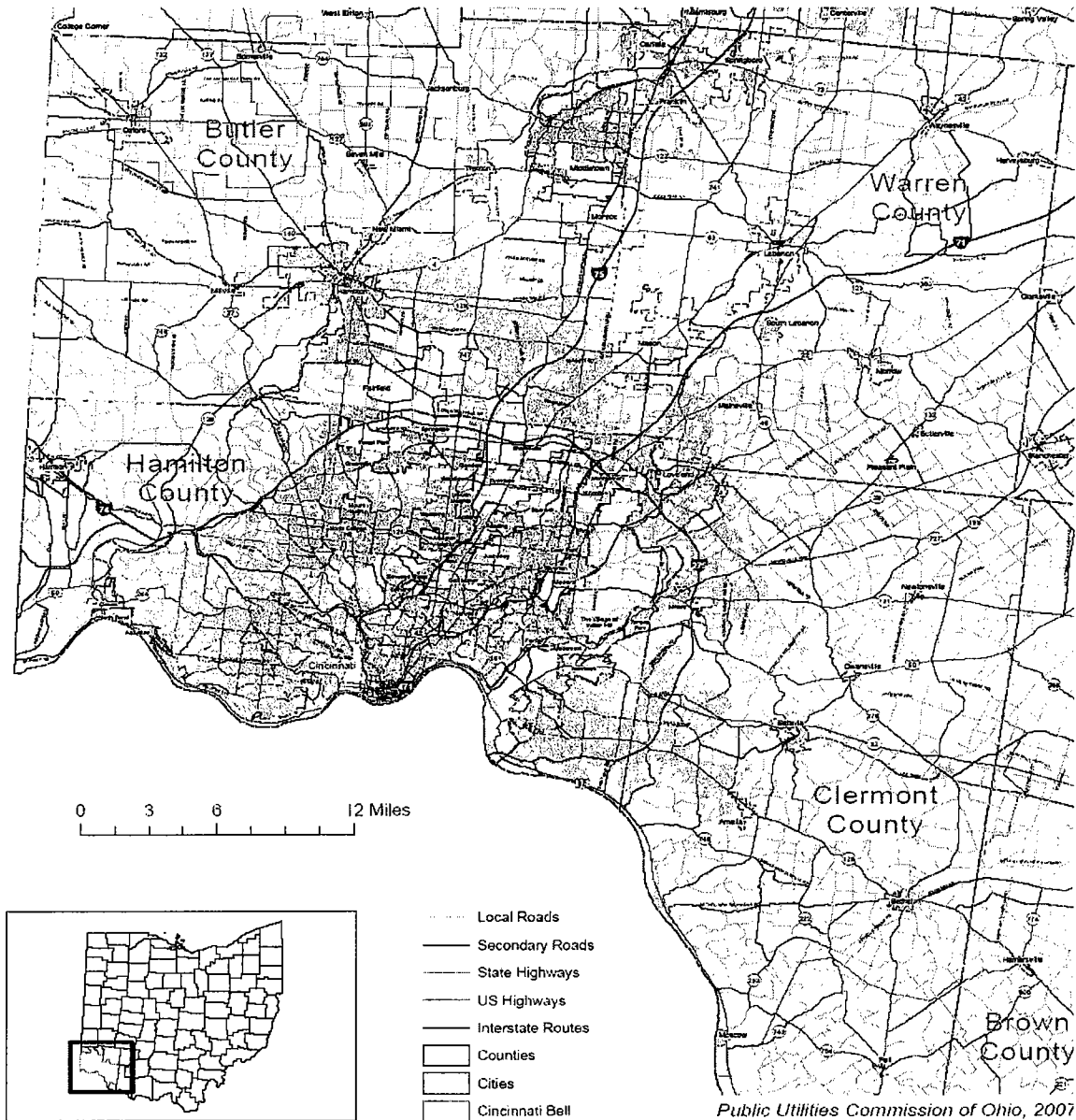
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LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICE AREA MAP

Cincinnati Bell Telephone Company



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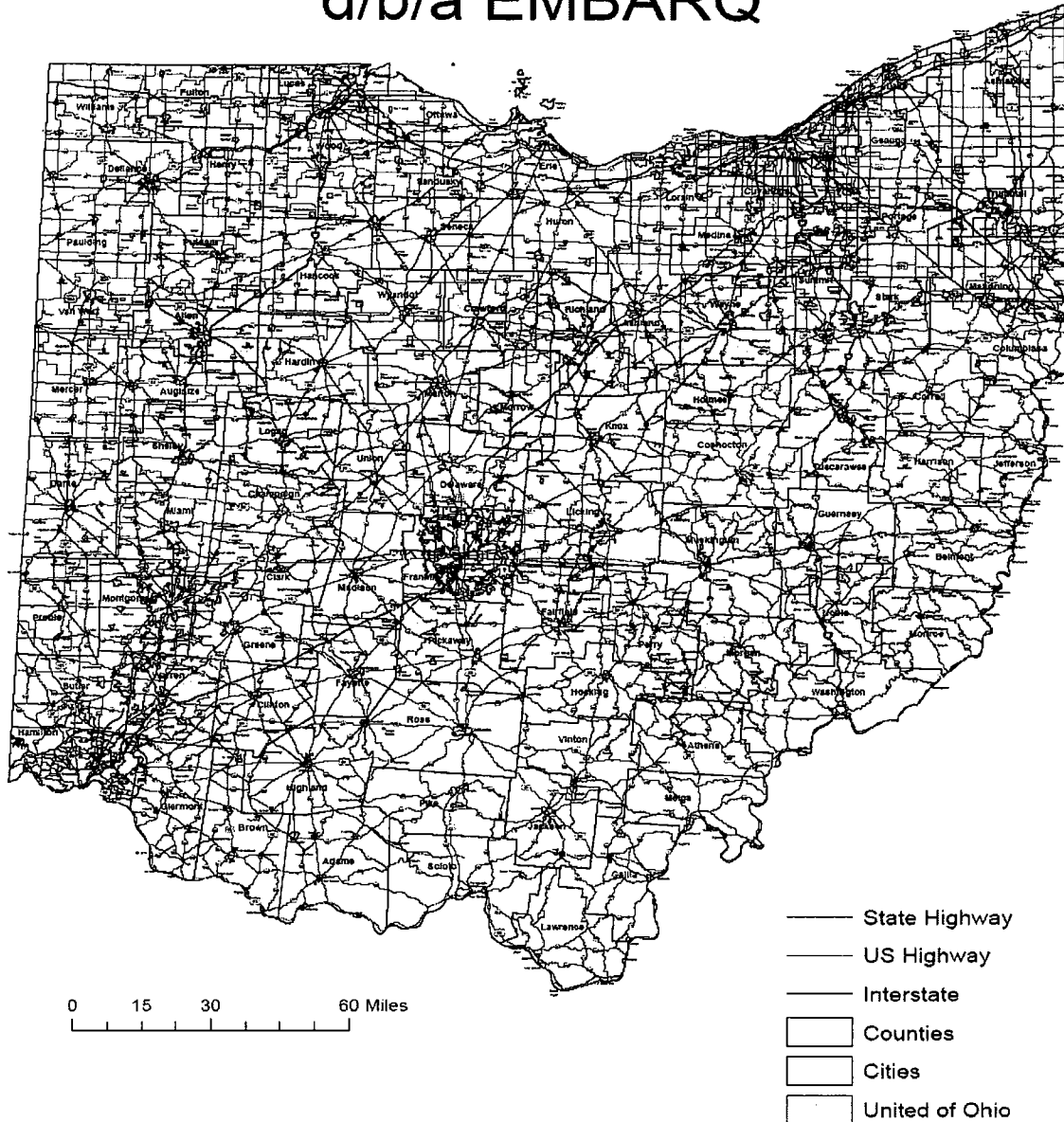
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LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICE AREA MAP

United Telephone Company of Ohio d/b/a EMBARQ



Public Utilities Commission of Ohio, 2007

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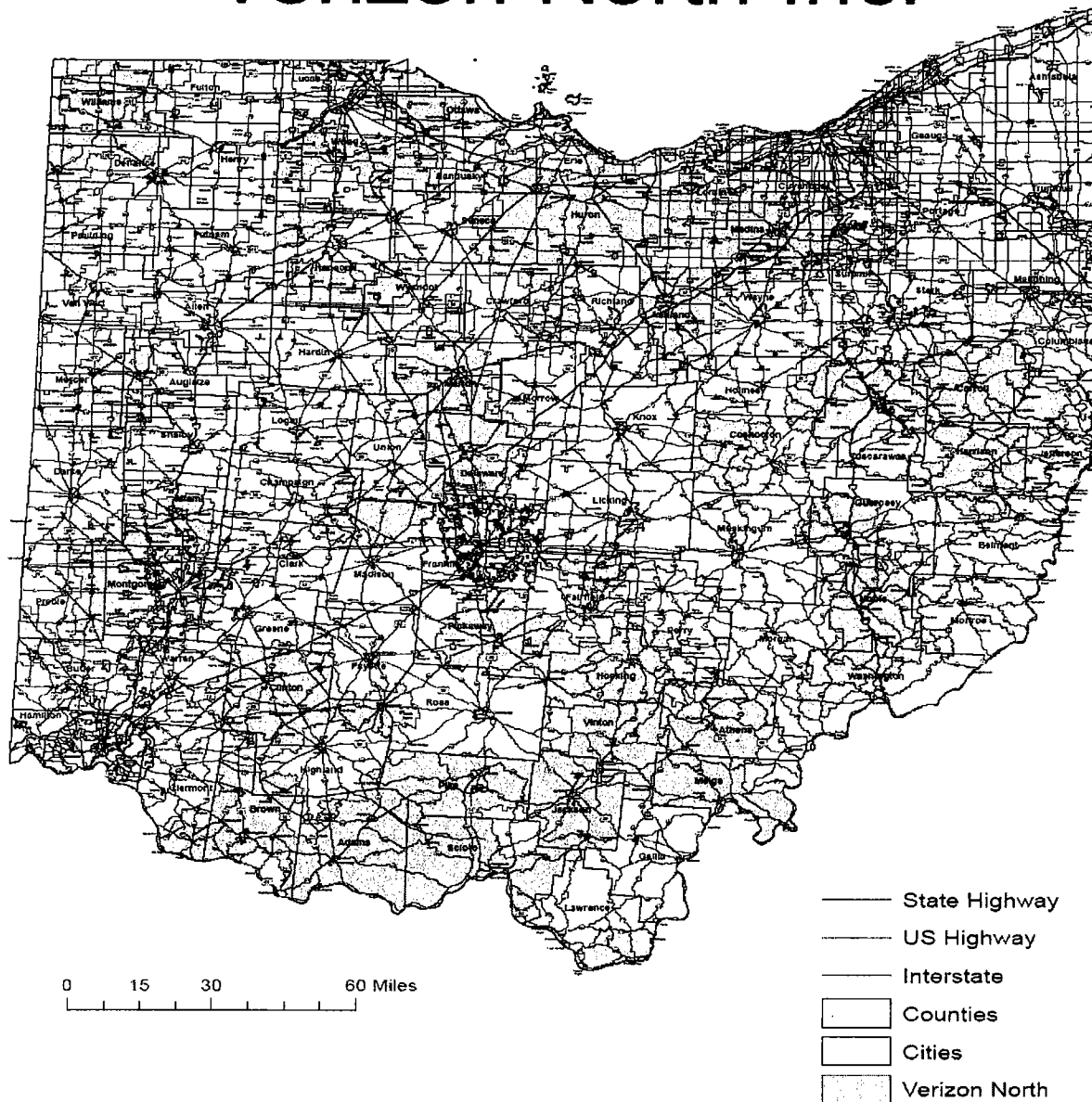
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LOCAL EXCHANGE SERVICES

SECTION 6 – SERVICE AREA MAP

Verizon North Inc.



Public Utilities Commission of Ohio, 2007

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LOCAL EXCHANGE SERVICES

SECTION 7 – PRICE LIST**7.1 Local Exchange Service – Rates and Charges****7.1.1 Primary Interexchange Carrier Change Charge**

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.

Tier 1

ACTUAL
\$2.50**7.1.2 Flat Rate Basic Business Line Service****Tier 1**

Monthly Recurring Charges:

Business Multi-Line (per line) \$25.00

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Local Exchange Telecommunications Services

PRICE LIST
FOR
DETARIFFED
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
PROVIDED BY
PEERLESS NETWORK OF OHIO, LLC

This Price List includes the local exchange services offered to local Customer within the State of Ohio that are detariffed by the Public Utilities Commission of Ohio.

The general terms and conditions applicable to the services listed in this Price list are contained in P.U.C.O. Tariff No. 1 on file with the Public Utilities Commission of Ohio.

Copies of the Tariff on file with the Public Utilities Commission of Ohio may be inspected during normal business hours at the Company's principal place of business at 225 W. Washington Street, Suite 1285, Chicago, IL 60606.

225 W. Washington Street, Suite 1285
Chicago, IL 60606

Local Exchange Telecommunications Services

Local Service Areas

The Company will provide local exchange service throughout the AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North access areas.

Local Exchange Service

Installation, monthly recurring charges will apply to the Company's local exchange services.

The Company's Local Telephone Service provides a Customer with the ability to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service; and
- place or receive calls to 800/888/887 telephone numbers.

Local Line provided the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

Standard Features: Each Local Line customer is provided with the following standard features:

- Touch Tone
- Direct Inward Dialing
- Direct Outward Dialing

Optional Features: A Customer may order optional features at the rates specified in this tariff.

Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified herein.

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Chicago, IL 60606

Local Exchange Telecommunications Services

Connection Charges

General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion.

Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section I of this Tariff.

Business
\$100.00

Moves, Adds, and Changes

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 for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service and is charged in addition to any other monthly or installation charge which is associated with the service the customer orders. 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.

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Local Exchange Telecommunications Services

Change: Change - including rearrangement or reclassification - of existing service at the same location.

	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business Charge per Order	\$50.00	\$50.00	\$50.00
Line Connection (per line)	\$100.00	\$100.00	\$100.00
Record Work Only (This charge is applicable for changes that do not involve central office or premise work.)			\$50.00

Charges Associated With Premises Visit**Trouble Isolation Charge**

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Per Premises Visit, Business: \$100.00

Primary Interexchange Carrier Change Charge

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.

\$2.50

Custom Calling Service**General**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

225 W. Washington Street, Suite 1285
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Local Exchange Telecommunications Services

Custom Calling Service (continued)

Feature Descriptions and Rates

Rates in this section are applied on a monthly basis unless otherwise specified:

CALL WAITING \$1.00

Provides a tone signal when a second call is coming in on a busy line.

CALL FORWARDING-Variable \$1.00

Permits a customer to automatically transfer all incoming calls to another dialable telephone number.

THREE-WAY CALLING \$1.00

Adds a third party to an established connection without operator assistance.

SPEED CALLING - 39 Number List \$1.00

Allows a customer to call other telephone numbers by dialing a code rather than the complete telephone number.

CALL TRACE Per Activation \$1.00

This feature will, upon successful customer activation, automatically trace the telephone number of the line used for the last call received by the Customer. Call Trace is provided to customers whose local Telephone Exchange Service includes only Residence lines. The company will not provide the traced number to the customer, but it will be provided to law enforcement officials upon written request of the customer.

DISTINCTIVE RINGING \$1.00

This feature allows a customer to designate up to ten telephone numbers from which incoming calls will have a distinctive ring. For customers with call waiting, a distinctive call-waiting signal will be received if a call from one of the designated telephone numbers is waiting.

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Local Exchange Telecommunications Services

Custom Calling Service (continued)

Feature Descriptions and Rates (continued)

CALL SCREENING

\$1.00

Customer can designate 10 numbers from which incoming calls will be connected to a pre-recorded announcement that calls are not being taken now.

CALLER ID

\$3.00

This Central Office feature provides for the display of the incoming telephone number on a customer provided display device attached to the customer's telephone or answering machine with a built-in display screen. The Caller ID feature will forward the calling number from the appropriately equipped terminating central office to the customer provided display device. The Company will forward all telephone numbers subject to technical limitations.

CALLER ID WITH NAME

\$5.00

This Central Office feature is only offered to customers being served by appropriately equipped central offices and subscribing to caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a customer provided display device. The company will forward all calling names subject to technical limitations.

BUSY LINE TRANSFER

\$1.00

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number served by the same central office switch, or provides inter-switch forwarding to a predetermined, dialable telephone number where technically available. If incoming calls are transferred to a number served by the same or a different central office switch, multiple calls will be transferred simultaneously provided that there are sufficient facilities to accept the calls. *This feature is not compatible with Call Waiting or Direct Inward Dialing Service.*

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Local Exchange Telecommunications Services

Custom Calling Service (continued)

Feature Descriptions and Rates (continued)

ALTERNATE ANSWERING **\$1.00**

In the event that the telephone number is not answered within the Company designated parameters, normally three to four rings, this feature automatically forwards incoming calls to a predetermined, or a different central office switch, multiple calls will be transferred simultaneously provided that are sufficient facilities to accept the calls.

MESSAGE WAITING TONE **\$1.00**

Allows an audible signal, stutter dial tone, to be present on the line when a message is waiting.

**BUSY LINE TRANSFER,
ALTERNATE ANSWERING,
MESSAGE WAITING TONE** **\$1.00**

Allows access to all three services.

CUSTOMER CONTROL OPTION

Allows the customer to activate/ deactivate the Busy Line Transfer and Alternate Answering features and to change the number to which the calls are forwarded.

Busy Line Transfer **\$1.00**

Alternate Answering **\$1.00**

EASY CALL **\$1.00**

Provides automatic dialing of a number when the customer's line is taken off-hook, at 7-second intervals.

SPECIAL DELIVERY SERVICE **\$1.00**

When a busy or don't answer condition exists on an outgoing call, this feature automatically forwards the calling party to a pre-determined telephone number.

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Local Exchange Telecommunications Services

Custom Calling Service (continued)

Feature Descriptions and Rates (continued)

CALL CONTROL

\$2.00

Available with Residence Basic Exchange Access Service and Residence ISDN service. Customer has the ability to screen outgoing call, then block or allow calls. This feature can be activated and deactivated and provides a PIN number to the subscriber. Customer can block long distance, Operator Assisted, specific telephone numbers, prefix and/or area codes, and/or all outgoing calls.

REMOTE CALL FORWARDING

First

\$5.00

Second

\$5.00

Remote Call Forwarding (CO Based), provides a method to automatically transfer all incoming calls to another dialed number at all times. The dialable number is user defined. The dialed number can be either 7 or 10 digit numbers (POTS) and can be changed via a service order. No physical telephone is required at the subscribed dialed number. Multiple simultaneous call paths can be provided, with each additional path priced at the rates above. (Business Service Ordering and Line Connection Charges apply.)

900 SPECIAL ACCESS CODE BLOCKING

N/C

Blocks access from a company provided Exchange Access Service to customer dialed 900 numbers.

976 PREFIX BLOCKING SERVICE

N/C

Blocks access from a company provided Exchange Access Service to customer dialed 976 numbers.

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Local Exchange Telecommunications Services

Custom Calling Service (continued)

Feature Descriptions and Rates (continued)

AUTOMATIC CALL BACK	Per Activation	\$1.00
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Allows a customer to return most recent incoming calls whether answered or not. If the line to which the request is made is idle, the call goes through, if the line is busy, the automatic callback continues to attempt until the line is free. The request is deactivated after 30 minutes or six unanswered ring backs if the call is not completed.

REPEAT DIALING	Per Activation	\$1.00
-----------------------	----------------	--------

Allows a Customer, by dialing a particular code, to redial a dialed number a specified number of times or until a party answers the call.

Service and Promotional Trials

General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.

225 W. Washington Street, Suite 1285
Chicago, IL 60606

Local Exchange Telecommunications Services

- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

Operator Assistance Surcharges

General

Operator Assistance Surcharges apply when a customer utilizes either an automated or live Company operator for purposes of completing or billing a call. Operator Assistance Surcharges apply in addition to local usage or long distance usage services as identified in this tariff.

Operator Assistance Surcharges -- Rate Schedule

PERSON-TO-PERSON	\$5.00
Operator assists caller by beginning to bill the call only when a specifically identified party answers the phone.	
BILLED TO A THIRD NUMBER	\$5.00
Operator assists the caller by billing the call to a verified number other than the station number from which the call is being made or by which the call is received.)	
COLLECT CALLS	\$5.00
Operator assists the caller by verify charges with, and billing the call to, the party receiving the call.	

Local Exchange Telecommunications Services

Operator Assistance Surcharges (continued)**Operator Assistance Surcharges -- Rate Schedule (continued)****CALLING CARD ASSISTANCE**

Operator assists the caller by accepting and/or billing, and/or completing a call based upon information pertaining to a billable calling card.

Automated Assistance (where available)	\$5.00
---	--------

Non-Automated Assistance	\$10.00
--------------------------	---------

SENT - PAID/OPERATOR ASSISTED

\$5.00

Operator assistance provided to stations capable of accepting pre-payment by terms of coin or non-calling card credit arrangements.

BUSY LINE VERIFICATION

\$5.00

Operator assists caller by verifying the busy status of an exchange access line. Charged for each verification.

BUSY LINE VERIFY AND INTERRUPT

\$5.00

Operator assists caller by first verifying the busy status of an exchange access line and then by interrupting the communications on the line to alert the communicating parties of the caller's need to reach the busy line.

Directory Services**General**

Directory services allow customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or are used by dialable directories and Company operators. This section applies only to services provided by the Company.

225 W. Washington Street, Suite 1285
Chicago, IL 60606

Local Exchange Telecommunications Services

Directory Services -- Rate Schedule

ALPHABETICAL DIRECTORY LISTING

N/C

One listing, without charge, is provided in the alphabetical section of the directory of the local exchange area in which the Customer's premises is located. This listing is termed the primary listing and is provided for each line provided pursuant to the Company's Exchange Access Service. Where two or more lines are arranged to hunt, all of those lines so arranged constitute a separate Customer Service.

EXTRA LISTINGS

An Extra Listing is any listing of a name or information in connection with a Customer's access line number beyond that provided pursuant to the Alphabetical Directory Listing Service provided above.)

Per Month for each listing:

\$1.00

PRIVATE LISTING

A telephone number that is not listed in either the directory assistance records or the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers.

Per Month for each listing:

\$1.00

SEMI-PRIVATE LISTING

A telephone number that is not listed in the alphabetical directory or that section of the directory containing the regular alphabetical list of names of Exchange Access Customers. The telephone number is listed in the directory assistance records and will be furnished upon request of the calling party.

Per Month for each listing:

\$1.00

225 W. Washington Street, Suite 1285
Chicago, IL 60606

Local Exchange Telecommunications Services

Directory Services (continued)

Directory Services -- Rate Schedule (continued)

DIRECTORY ASSISTANCE CALL

D.A. Call services furnish the customer with either automated or operator assisted access to the Company's Directory Services database on a dial-up basis. A maximum of two number requests will be accommodated per D.A. Call Service call.

Per Call

\$1.00

INFORMATION CALL COMPLETION

Information Call Completion (ICC) is available as an add-on to the Company's D.A. Call Service. ICC allows the customer to connect directly to a number requested via the Company's D.A. Call service by means of operator dialing.

Per Call Completed

\$1.00

Mobile telephone service customers will only be eligible for ICC service if an alternate billing option is used, i.e., calling card, billed-to-third number, collect and person-to-person special handling. However, should a mobile carrier request the option, the Company will provide ICC to a mobile carrier on a sent-paid basis.

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Local Exchange Telecommunications Services

Direct Inward Dial (DID) Services**General**

DID is a service which permits incoming dialed calls to be dialed directly by a calling party station associated with a switching system located on the Carrier's Customer Premises. These lines support inbound calling traffic only.

Direct Inward Dial Service -- Rate Schedule

	Monthly Recurring Charge	Non-Recurring Charge
DID Trunk Termination Charges		
Each DID trunk termination in central office, per trunk	\$50.00	\$50.00
Each DID trunk termination in Central Office arranged for Touch-Tone signaling.	\$50.00	\$50.00
Subsequent additions, deletions or rearrangements of DID trunk terminations in addition to above charges, per occasion.	\$50.00	\$50.00
DID Number Charges		
Each group of 10 assigned DID station numbers or fraction thereof, each group	\$2.00	\$2.00
Each group of 10 Reserved DID station numbers or fraction thereof, each group	\$2.00	\$2.00
Business		
DID Service from a Remote Central Office		
Mileage charges apply in addition to the rates specified preceding. Mileage charges are those specified for Foreign District Service as appropriate.		
Each new installation, addition, or rearrangement of trunks that provide DID service from a Remote Central Office, per occasion.	\$50.00	\$50.00

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Local Exchange Telecommunications Services

2-Way Direct Inward Dialing (DID) With Call Transfer

General

2-Way Direct Inward Dialing (DID) with Call Transfer is a service that permits incoming calls to reach customer provided equipment, without the assistance of an attendant, and allows the transfer of those calls to another line. Touch-Tone is a standard feature of this service.

Miscellaneous Services

TOLL RESTRICTION SERVICE

Toll Restriction Service will not allow inter-MSA 1+, 0+, 0-, 10XXX, or 700 calls to be completed.

- per line equipped

Monthly Rate

\$1.00

Toll billing exception that prevents third number billed and collect call is also a customer option.

INTERCEPT REFERRAL EXTENSION SERVICE

Provides notification to calling parties about changes in the status of the called party's telephone line. (An Add / Change Charge applies to add or change the length of months requested)

\$1.00

Non-Recurring Charge

TEMPORARY INTERCEPT

Enables a Customer to have incoming calls intercepted for 1 month. (Regular Exchange Access Service billing continues and an Add/Change charge applies)

- per Central Office Line

\$5.00

- per Port Intercepted

\$5.00

Customer Requested Service Suspensions

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

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Chicago, IL 60606

Local Exchange Telecommunications Services

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one year limit)	1/2 Regular Monthly Rate

BUSINESS NETWORKED SWITCHED SERVICES

General

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Service Descriptions and Rates

The following Business Access Service Options are offered:

Basic Business Line Service
PBX Trunks

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

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Local Exchange Telecommunications Services

A. Service Establishment Charge

This charge applies when the Company initially establishes the Customer's account for any service provided by the Company. This charge is applied in addition to any other monthly or installation charge that is associated with the service the Customer orders.

-Per Order		\$50.00
-Per Visit	(1 hour)	\$100.00
-After Hours	(1 hour)	\$200.00
Line Connection		\$100.00
Service Order		\$50.00

Custom Features are also available as described in this tariff.

B. Basic Business Line Service**1. General**

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

2. Flat Rate Basic Business Line Service

Service to points within the local calling area is included in the charge for Flat Rate Service.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge		\$10.00
Monthly Recurring Charges:		
Business Single Line	(per line)	\$20.00
Business Multi-Line	(per line)	\$25.00

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Local Exchange Telecommunications Services

Service Descriptions and Rates (continued)**C. PBX Trunk Service****1. General**

Analog and/or digital PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DS0 level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

2. Flat Rate Analog PBX Trunks**a. General**

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service.

b. Rates

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge:	\$10.00
Monthly Recurring Charges:	\$30.00
Terminal Numbers:	
1-10 lines in terminal group	\$5.00
11-20 lines in terminal group	\$10.00
21 + lines in terminal group	\$15.00

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Chicago, IL 60606Local Exchange Telecommunications Services

Service Descriptions and Rates (continued)**PBX Trunk Service (continued)**

3. Message Rate Analog PBX Trunks

a. Description

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel that can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

b. Rates

Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Nonrecurring Connection Charge:	\$10.00
Monthly Recurring Charges:	\$30.00
Terminal Numbers:	
1-10 lines in terminal group	\$5.00
11-20 lines in terminal group	\$10.00
21 + lines in terminal group	\$15.00

c. Message Usage Charges

Per Message Charge	\$0.01
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4. Analog DID Trunks

Nonrecurring Connection Charge	\$10.00
Monthly Recurring Charges (per trunk)	\$5.00
DID Station Numbers:	
- Each Group of 20	\$1.00
- Each Group of 100	\$12.00

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Local Exchange Telecommunications Services

Service Descriptions and Rates (continued)

PBX Trunk Service (continued)

5. Digital PBX Trunk Service

a. Description

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	Channel Bank or DSX-1 panel
Signaling Type:	Loop, Ground, E&M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming or Out-Going Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service.

b. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

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Local Exchange Telecommunications Services

Where appropriate facilities do not exist, Special Construction charges will also apply.

Nonrecurring Connection Charge:	\$250.00
Monthly Recurring Charges:	
Flat Rate:	
- Facility	\$100.00
- Per Active Channel (DID)	\$10.00
- Per Active Channel (DOD)	\$10.00
Message Rate:	
- Facility	\$100.00
- Per Active Channel (DID)	\$10.00
- Per Active Channel (DOD)	\$10.00

Service Descriptions and Rates (continued)**PBX Trunk Service (continued)**

5. Digital PBX Trunk Service (continued)

c. Message Usage Charges

Per Message Charge	\$0.01
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TITLE PAGE

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

PEERLESS NETWORK OF OHIO, LLC

Toll Services, except for Customer Deposits, Return Check Charge, Late Payment Charges, Directory Assistance, and Operator Assistance are now located in the Company's Pricing Guide and may also be viewed at the Company's headquarters: 200 South Wacker Drive, Suite 3100, Chicago, IL 60606.

"Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". **These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.**

Issued: May 22, 2008

Effective: June 23, 2008

Issued by: John Barnicle, CEO
PEERLESS NETWORK OF OHIO, LLC
200 South Wacker Drive, Suite 3100
Chicago, IL 60606

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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Issued: May 22, 2008

Effective: June 23, 2008

Issued by: John Barnicle, CEO
PEERLESS NETWORK OF OHIO, LLC
200 South Wacker Drive, Suite 3100
Chicago, IL 60606

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

1.1 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Ohio law and Commission regulations. At the option of the Company, this charge may be waived because of extenuating circumstances (i.e. bank error).

1.2 Late Payment Charge

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within thirty (30) days after the billing date, are subject to late payment penalty charges of 1.5% per month. The late payment charge will not be applied to previous late payment charges that have assessed against but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

1.3 Directory Assistance

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1" plus the area code of the desired number, and 555-1212. The customer may request up to two numbers per call to Directory Assistance.

Directory Assistance, Per Call	\$0.75
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1.4 Long Distance Operator Assistance Service \$2.50**1.5 Deposits**

Company will not require deposits or advance payments by Customers for services.

Issued: May 22, 2008

Effective: June 23, 2008

Issued by: John Barnicle, CEO
PEERLESS NETWORK OF OHIO, LLC
200 South Wacker Drive, Suite 3100
Chicago, IL 60606

225 W. Washington Street, Suite 1285
Chicago, IL 60606

Interexchange Telecommunications Services

PRICE LIST
FOR
DETARIFFED
INTEREXCHANGE TELECOMMUNICATIONS SERVICES
PROVIDED BY
PEERLESS NETWORK OF OHIO, LLC

This Price List includes the interexchange services offered to Customers within the State of Ohio that are detariffed by the Public Utilities Commission of Ohio.

The general terms and conditions applicable to the services listed in this Price list are contained in P.U.C.O. Tariff No. 2 on file with the Public Utilities Commission of Ohio.

Copies of the Tariff on file with the Public Utilities Commission of Ohio may be inspected during normal business hours at the Company's principal place of business at 225 W. Washington Street, Suite 1285, Chicago, IL 60606.

225 W. Washington Street, Suite 1285
Chicago, IL 60606

Interexchange Telecommunications Services

Switched Services

A. Switched Inbound Usage Charges

The Company's Switched Service is offered to business customers for both inbound and outbound, intraLATA, and interLATA, calling over standard switched lines. Calls are billed in sixty (60) second increments after an initial minimum call duration of sixty (60) seconds. The following rates are not time of day sensitive or distance sensitive, and apply 24 hours a day, 7 days a week.

DAY/EVENING/NIGHT/WEEKEND

Mileage / Time of Day	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.03	\$0.03

B. Switched Outbound Usage Charges

DAY/EVENING/NIGHT/WEEKEND

Mileage / Time of Day	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.03	\$0.03

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Chicago, IL 60606

Interexchange Telecommunications Services

Dedicated Services

The Company's Dedicated Service is offered to business and residential customers for both inbound and outbound, intraLATA and interLATA, calling over dedicated access lines. Calls are billed in sixty (60) second increments after an initial minimum call duration of sixty (60) seconds. The following rates are not time of day sensitive or distance sensitive, and apply 24 hours a day, 7 days a week.

A. Dedicated Inbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage / Time of Day	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.03	\$0.03

B. Dedicated Outbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage / Time of Day	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.03	\$0.03

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Chicago, IL 60606

Interexchange Telecommunications Services

Recurring Charges

Customers will incur the following monthly Recurring Charges:

	SWITCHED ACCESS	DEDICATED ACCESS
Per 800 Number	\$1.00	\$1.00
Accounting Codes (non-verified)	\$1.00	\$1.00
Authorization Codes/BTN (verified)	\$1.00	\$1.00
Authorization Code change/add/delete	\$1.00	\$1.00
Monthly Recurring Charge Per T-1	N/A	\$200.00

Non-Recurring Charges

Customers will incur the following Non-recurring Charges:

	SWITCHED ACCESS	DEDICATED ACCESS
Per 800/888 Number	\$5.00	\$5.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$5.00	\$5.00
Authorization Code change/add/delete	\$5.00	\$5.00
Set and Installation Charge	\$50.00	\$50.00

Pay Telephone (Payphone) Surcharge

A surcharge shall be assessed for each call made from a pay telephone to an 800 number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer's bill, this charge is reimbursed to pay telephone service provider.

Per Call	\$0.50
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EXHIBIT C
Business Requirements (See Exhibits C-1 and C-2)

EXHIBIT C-1
Evidence of Registration with Ohio Department of Taxation

Applicant is filing such notification concurrently with this filing. A copy of the notice is attached hereto.

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

ATTORNEYS AT LAW
900 COMERICA BUILDING
KALAMAZOO, MICHIGAN 49007-4752
TELEPHONE (269) 381-8844
FACSIMILE (269) 381-8822

GEORGE H. LENNON
DAVID G. CROCKER
MICHAEL D. O'CONNOR
GORDON C. MILLER
GARY P. BARTOSIEWICZ
BLAKE D. CROCKER

ROBERT M. TAYLOR
RON W. KIMBREL
PATRICK D. CROCKER
ANDREW J. VORBRICH
TYREN R. CUDNEY
MATTHEW C. JUSTICE

OF COUNSEL
JOHN T. PETERS, JR.
HAROLD E. FISCHER, JR.

VINCENT T. EARLY
(1922 - 2001)
JOSEPH J. BURGIE
(1926 - 1992)
LAWRENCE M. BRENTON
(1950 - 2007)

May 20, 2008

William Peters, Assistant Administrator
Ohio Department of Taxation
Personal Property Tax Division
Public Utilities Tax Section
PO Box 530
Columbus, OH 43216-0530

Dear Mr. Peters:

Please accept this letter as notice that Peerless Network of Ohio, LLC has applied for a Certificate of Public Convenience and Necessity from the Public Utilities Commission of Ohio ("PUCO") to operate as a provider of telecommunications services within Ohio. The Company expects to begin providing services at or near the time its application is approved by the PUCO.

Information concerning the Company may be obtained by writing or calling the Company at the address and phone number below:

Peerless Network of Ohio, LLC
225 W. Washington Street, Suite 1285
Chicago, IL 60606
Telephone: (312) 506-0920
Facsimile: (312) 506-0931
Toll-Free: (888) 380-2721

Should you have any questions relating to this correspondence, direct them to the undersigned.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

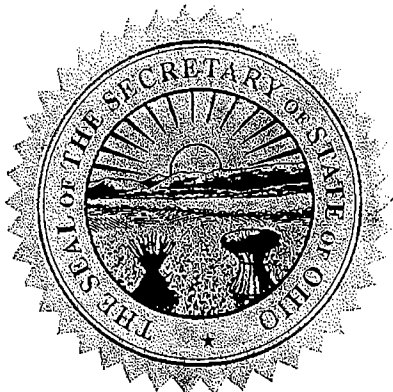
Patrick D. Crocker

PDC/tld

EXHIBIT C-2
Evidence of Registration with Ohio Secretary of State
and
Good Standing Certificate

**UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE**

I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities, that said records show PEERLESS NETWORK OF OHIO, LLC, an Ohio Limited Liability Company, Registration No 1615272, was organized within the State of Ohio on April 12, 2006, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 31st day of May, A.D. 2007*

Jennifer Brunner
Ohio Secretary of State



DATE 05/23/2007	DOCUMENT ID 200714203724	DESCRIPTION AMEND/ARTICLES- ORGANIZATION/DOM. LLC (LAM)	FILING 50 00	EXPED 00	PENALTY .00	CERT 00	COPY .00
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Receipt

This is not a bill. Please do not remit payment.

NIEHAUS & ASSOCIATES LTD
5470 MAIN ST STE 300
SYLVANIA, OH 43560

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner**1615272**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

PEERLESS NETWORK OF OHIO, LLC

and, that said business records show the filing and recording of:

Document(s)

AMEND/ARTICLES-ORGANIZATION/DOM. LLC

Document No(s):

200714203724

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 21st day of May, A.D.
2007.

Ohio Secretary of State



Prescribed by:
The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)

Mail Form to one of the Following:

☐ Yes
PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***

☒ No
PO Box 1028
Columbus, OH 43216

**Limited Liability Company Certificate of
Amendment / Restatement / Correction**
(Domestic or Foreign)
Filing Fee \$50.00

2007 MAY 2

PH 2

(CHECK ONLY ONE (1) BOX)

<p>(1) Domestic Limited Liability Company</p> <p><input checked="" type="checkbox"/> Amendment (129-LAM)</p> <p><input type="checkbox"/> Restatement (142-LRA)</p> <p style="text-align: center;"><u>April 12, 2006</u></p> <p style="text-align: center;">(Date of Organization)</p>	<p>(2) Foreign Limited Liability Company</p> <p><input type="checkbox"/> Correction (135-LFC)</p> <hr/> <p style="text-align: center;">(Home State)</p> <hr/> <p style="text-align: center;">(Qualifying in Ohio on MM/DD/YYYY)</p>
--	--

The undersigned authorized representative of Common Pointe Networks of Ohio 1615272
(Name) (Registration Number)

The above stated Limited Liability Company does hereby certify that the undersigned is duly authorized to execute this certificate, and hereby certifies that the above named Limited Liability Company ☒ Amend ☐ Restate ☐ Correct the following:

Complete the information in this section if box (1) Restatement is checked, all sections below must be completed. If box (1) Amendment or box (2) Correction is checked only complete sections that applies.

FIRST: The name of said limited liability company shall be:

Peerless Network of Ohio, LLC

(the name must include the words "limited liability company", "limited", "Ltd.", "Ltd.", "LLC", or "L.L.C.")

SECOND: (OPTIONAL) This limited liability company shall exist for a period of _____

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is **(OPTIONAL)** :

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village)

(state)

(zip code)

☐ Please check if additional provisions attached hereto are incorporated herein and made a part of these articles of organization.

FOURTH: Purpose (OPTIONAL)

Complete the information in this section if box (2) is checked and the Limited Liability Company wants to appoint a statutory agent

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:

(Name)

(Street)

NOTE: P O Box Addresses are NOT acceptable.

(City, village or township)

(State)

(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- A. the agent cannot be found or,
- B. the limited liability company fails to designate another agent when required to do so, or,
- C. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (signed)
by an authorized representative
(See Instructions)

Richard F. Knight
Authorized Representative

May 3, 2007
Date

Richard F. Knight
(Print Name)

Authorized Representative

(Print Name)

Authorized Representative

(Print Name)

Date

Date

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EXHIBIT D
Documentation attesting to applicant's financial viability
(See Exhibits D-1 through D-3)

EXHIBIT D-1

An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.



CONFIDENTIAL TREATMENT REQUESTED

FILED UNDER SEAL

EXHIBIT D-2

Copy of financial statements (actual and pro forma income statement and balance sheet). Indicate of financial statements are based on a certain geographical area(s) or information in other jurisdictions

CONFIDENTIAL TREATMENT REQUESTED

FILED UNDER SEAL

Peerless Network, LLC
Summary Balance Sheet
As of April 30, 2008

	<u>Apr 30, 08</u>
ASSETS	
Current Assets	
Checking/Savings	<u> </u>
Other Current Assets	<u> </u>
Total Current Assets	<u> </u>
Fixed Assets	<u> </u>
Other Assets	<u> </u>
TOTAL ASSETS	<u> </u>

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LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	<u> </u>
Other Current Liabilities	<u> </u>
Total Current Liabilities	<u> </u>
Long Term Liabilities	<u> </u>
Total Liabilities	<u> </u>
Equity	<u> </u>
TOTAL LIABILITIES & EQUITY	<u> </u>

UNAUDITED - PRIVILEGED AND CONFIDENTIAL

Peerless Network, LLC
Profit & Loss
April 2008

	<u>Apr 08</u>
Ordinary Income/Expense	
Cost of Goods Sold	
Network and Facilities	
Total COGS	
Gross Profit	
Expense	
Total Expense	
Net Ordinary Income	
Other Income/Expense	
Other Income	
Interest Income	
Total Other Income	
Other Expense	
Interest Expense	
Total Other Expense	
Net Other Income	
Net Income	

UNAUDITED - PRIVILEGED AND CONFIDENTIAL

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EXHIBIT D-3

Documentation to support the applicant's cash and funding sources

CONFIDENTIAL TREATMENT REQUESTED

FILED UNDER SEAL

**National City**

National City Bank
 PO BOX 8043
 ROYAL OAK MI 48068-8043

13293

Statement Period: Feb. 1, 2008 - Feb. 29, 2008
 Account Number: [REDACTED]

Contact Us

[REDACTED]
 [REDACTED]

Customer Service Hours:

Mon. - Fri.: 7 a.m. - 9 p.m. ET

Saturday: 7 a.m. - 2 p.m. ET

Sunday: 10 a.m. - 4 p.m. ET

Web: NationalCity.com



PEERLESS NETWORK LLC
 225 W WASHINGTON ST STE 1285
 CHICAGO IL 60606-3418

0

PUBLIC COPY**Important Information About Your Account****Information about Fee Increases***Effective Monday, April 28, 2008*

What's shown below replaces what's shown on your Pricing Schedule for Business Accounts. Anything on your Pricing Schedule that is **not** shown here remains the same.

Special Handling and Miscellaneous Service Fees

ATM activity (including account inquiries) remains **FREE** for National City customers at National City ATMs, otherwise: Non-National City ATM...\$2.00 each

Returned deposited item: Domestic...\$10.00 per item

**Automated Funds Manager****Account Summary for [REDACTED]****Beginning Balance as of Feb. 1, 2008**

Deposits	3 items	[REDACTED]
Miscellaneous Credits	42 items	[REDACTED]
Checks	26 items	[REDACTED]
Converted Checks	0 items	[REDACTED]
ACH Transfers	16 items	[REDACTED]
Wire Transfers	3 items	[REDACTED]
Other Debits and Transfers	21 items	[REDACTED]

Ending Balance as of Feb. 29, 2008

[REDACTED]

[REDACTED]



Deposits

Date	Amount	Date	Amount
02/05	[REDACTED]	02/19	[REDACTED]
02/13	[REDACTED]		

Total: 3 items for [REDACTED]

OTHER



Miscellaneous Credits

Date	Description	Amount
02/01	Sweep Investment Credit	[REDACTED]
02/01	Sweep INT/DIV Payment	[REDACTED]
02/04	Sweep Investment Credit	[REDACTED]
02/04	Sweep INT/DIV Payment	[REDACTED]
02/05	Sweep Investment Credit	[REDACTED]
02/05	Sweep INT/DIV Payment	[REDACTED]
02/06	Sweep Investment Credit	[REDACTED]
02/06	Sweep INT/DIV Payment	[REDACTED]
02/07	Sweep Investment Credit	[REDACTED]
02/07	Sweep INT/DIV Payment	[REDACTED]
02/08	Sweep Investment Credit	[REDACTED]
02/08	Sweep INT/DIV Payment	[REDACTED]
02/11	Sweep Investment Credit	[REDACTED]
02/11	Sweep INT/DIV Payment	[REDACTED]
02/12	Sweep Investment Credit	[REDACTED]
02/12	Sweep INT/DIV Payment	[REDACTED]
02/13	Sweep Investment Credit	[REDACTED]
02/13	Sweep INT/DIV Payment	[REDACTED]
02/14	Sweep Investment Credit	[REDACTED]
02/14	Sweep INT/DIV Payment	[REDACTED]
02/15	Sweep Investment Credit	[REDACTED]
02/15	Sweep INT/DIV Payment	[REDACTED]
02/19	Sweep Investment Credit	[REDACTED]
02/19	Sweep INT/DIV Payment	[REDACTED]
02/20	Sweep Investment Credit	[REDACTED]
02/20	Sweep INT/DIV Payment	[REDACTED]
02/21	Sweep Investment Credit	[REDACTED]
02/21	Sweep INT/DIV Payment	[REDACTED]
02/22	Sweep Investment Credit	[REDACTED]
02/22	Sweep INT/DIV Payment	[REDACTED]
02/25	Sweep Investment Credit	[REDACTED]
02/25	Wire Transfer Credit	[REDACTED]
02/25	Sweep INT/DIV Payment	[REDACTED]
02/26	Sweep Investment Credit	[REDACTED]
02/26	Sweep INT/DIV Payment	[REDACTED]
02/27	Sweep Investment Credit	[REDACTED]
02/27	Wire Transfer Credit	[REDACTED]

Continued

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OTHER



Miscellaneous Credits (continued)

Date	Description	Amount
02/27	Sweep INT/DIV Payment	[REDACTED]
02/28	Sweep Investment Credit	[REDACTED]
02/28	Sweep INT/DIV Payment	[REDACTED]
02/29	Sweep Investment Credit	[REDACTED]
02/29	Sweep INT/DIV Payment	[REDACTED]

Total: 42 items for [REDACTED]



Checks and Converted Checks

Checks

Check No.	Amount	Date	Check No.	Amount	Date
[REDACTED]	[REDACTED]	02/01	[REDACTED]	[REDACTED]	02/14
[REDACTED]	[REDACTED]	02/11	[REDACTED]	[REDACTED]	02/12
[REDACTED]	[REDACTED]	02/14	[REDACTED]	[REDACTED]	02/19
[REDACTED]	[REDACTED]	02/11	[REDACTED]	[REDACTED]	02/20
[REDACTED]	[REDACTED]	02/20	[REDACTED]	[REDACTED]	02/19
[REDACTED]	[REDACTED]	02/06	[REDACTED]	[REDACTED]	02/15
[REDACTED]	[REDACTED]	02/05	[REDACTED]	[REDACTED]	02/20
[REDACTED]	[REDACTED]	02/06	[REDACTED]	[REDACTED]	02/27
[REDACTED]	[REDACTED]	02/07	[REDACTED]	[REDACTED]	02/25
[REDACTED]	[REDACTED]	02/08	[REDACTED]	[REDACTED]	02/26
[REDACTED]	[REDACTED]	02/11	[REDACTED]	[REDACTED]	02/26
[REDACTED]	[REDACTED]	02/13	[REDACTED]	[REDACTED]	02/29
[REDACTED]	[REDACTED]	02/14	[REDACTED]	[REDACTED]	02/29

Total: 26 items for [REDACTED]

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*Indicates a gap in check sequence

ACH

ACH Transfers

Date	Description	Amount
02/01	Online Payment To Natl City Visa [REDACTED]	[REDACTED]
02/01	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
02/01	ADP Payroll Fees ADP - Fees [REDACTED]	[REDACTED]
02/06	ADP Payroll Fees ADP - Fees [REDACTED]	[REDACTED]
02/11	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
02/11	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
02/12	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
02/12	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
02/13	ADP Payroll Fees ADP - Fees [REDACTED]	[REDACTED]
02/19	Health Care Serv Obppaym [REDACTED]	[REDACTED]

Continued

ACH ACH Transfers (continued)

Date	Description	Amount
02/21	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
02/21	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
02/21	Analysis Charges Billing Period Ended 013108	[REDACTED]
02/26	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
02/27	ADP Payroll Fees ADP - Fees [REDACTED]	[REDACTED]
02/28	Chicago Transit Debits [REDACTED]	[REDACTED]
Total: 16 items for [REDACTED]		

WIRES Wire Transfers

Date	Description	Amount
02/19	Wire Transfer Debit	[REDACTED]
02/25	Wire Transfer Debit	[REDACTED]
02/26	Wire Transfer Debit	[REDACTED]
Total: 3 items for [REDACTED]		

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OTHER

Other Debits and Transfers

Date	Description	Amount
02/01	Sweep Investment Debit	[REDACTED]
02/04	Sweep Investment Debit	[REDACTED]
02/05	Sweep Investment Debit	[REDACTED]
02/06	Sweep Investment Debit	[REDACTED]
02/07	Sweep Investment Debit	[REDACTED]
02/07	Deposited Item Returned	[REDACTED]
02/08	Sweep Investment Debit	[REDACTED]
02/11	Sweep Investment Debit	[REDACTED]
02/12	Sweep Investment Debit	[REDACTED]
02/13	Sweep Investment Debit	[REDACTED]
02/14	Sweep Investment Debit	[REDACTED]
02/15	Sweep Investment Debit	[REDACTED]
02/19	Sweep Investment Debit	[REDACTED]
02/20	Sweep Investment Debit	[REDACTED]
02/21	Sweep Investment Debit	[REDACTED]
02/22	Sweep Investment Debit	[REDACTED]
02/25	Sweep Investment Debit	[REDACTED]
02/26	Sweep Investment Debit	[REDACTED]
02/27	Sweep Investment Debit	[REDACTED]
02/28	Sweep Investment Debit	[REDACTED]
02/29	Sweep Investment Debit	[REDACTED]
Total: 21 items for [REDACTED]		



National City

Statement Period: Feb. 1, 2008 - Feb. 29, 2008

Account Number: [REDACTED]

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call the Telephone Banking Center at the number listed on the front of this statement or write us at: National City Card Services, [REDACTED]
[REDACTED]

If you need more information about an electronic transfer or if you think an electronic transfer listed on your statement or receipt is wrong, notify us as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information. (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days for claims made within 30 days after the first deposit to a new account), we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

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Thank you for banking with National City!

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**National City**National City Bank
PO BOX 8043
ROYAL OAK MI 48068-8043

13243

C37

Statement Period: Mar. 1, 2008 - Mar. 31, 2008

Account Number: [REDACTED]

Contact Us[REDACTED]
[REDACTED]**Customer Service Hours:**

Mon. - Fri.: 7 a.m. - 9 p.m. ET

Saturday: 7 a.m. - 2 p.m. ET

Sunday: 10 a.m. - 4 p.m. ET

Web: NationalCity.com

PEERLESS NETWORK LLC
225 W WASHINGTON ST STE 1285
CHICAGO IL 60606-3418

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**Automated Funds Manager**

Account Summary for [REDACTED]

Beginning Balance as of Mar. 1, 2008 [REDACTED]

Deposits	1 item	[REDACTED]
Miscellaneous Credits	43 items	[REDACTED]
Checks	43 items	[REDACTED]
Converted Checks	0 items	[REDACTED]
ACH Transfers	13 items	[REDACTED]
Wire Transfers	3 items	[REDACTED]
Other Debits and Transfers	21 items	[REDACTED]

Ending Balance as of Mar. 31, 2008 [REDACTED]

**Deposits**

Date	Amount	Date	Amount
03/31	[REDACTED]		[REDACTED]

OTHER

**Miscellaneous Credits**

Date	Description	Amount
03/03	Sweep Investment Credit	[REDACTED]
03/03	Sweep INT/DIV Payment	[REDACTED]
03/04	Sweep Investment Credit	[REDACTED]
03/04	Sweep INT/DIV Payment	[REDACTED]
03/05	Sweep Investment Credit	[REDACTED]
03/05	Sweep INT/DIV Payment	[REDACTED]

Continued

OTHER



Miscellaneous Credits (continued)

Date	Description	Amount
03/06	Sweep Investment Credit	[REDACTED]
03/06	Sweep INT/DIV Payment	[REDACTED]
03/07	Sweep Investment Credit	[REDACTED]
03/07	Sweep INT/DIV Payment	[REDACTED]
03/10	Sweep Investment Credit	[REDACTED]
03/10	Sweep INT/DIV Payment	[REDACTED]
03/11	Sweep Investment Credit	[REDACTED]
03/11	Sweep INT/DIV Payment	[REDACTED]
03/12	Sweep Investment Credit	[REDACTED]
03/12	Sweep INT/DIV Payment	[REDACTED]
03/13	Sweep Investment Credit	[REDACTED]
03/13	Sweep INT/DIV Payment	[REDACTED]
03/14	Sweep Investment Credit	[REDACTED]
03/14	Sweep INT/DIV Payment	[REDACTED]
03/17	Sweep Investment Credit	[REDACTED]
03/17	Sweep INT/DIV Payment	[REDACTED]
03/18	Sweep Investment Credit	[REDACTED]
03/18	Wire Transfer Credit	[REDACTED]
03/18	Sweep INT/DIV Payment	[REDACTED]
03/19	Sweep Investment Credit	[REDACTED]
03/19	Sweep INT/DIV Payment	[REDACTED]
03/20	Sweep Investment Credit	[REDACTED]
03/20	Sweep INT/DIV Payment	[REDACTED]
03/21	Sweep Investment Credit	[REDACTED]
03/21	Sweep INT/DIV Payment	[REDACTED]
03/24	Sweep Investment Credit	[REDACTED]
03/24	Sweep INT/DIV Payment	[REDACTED]
03/25	Sweep Investment Credit	[REDACTED]
03/25	Sweep INT/DIV Payment	[REDACTED]
03/26	Sweep Investment Credit	[REDACTED]
03/26	Sweep INT/DIV Payment	[REDACTED]
03/27	Sweep Investment Credit	[REDACTED]
03/27	Sweep INT/DIV Payment	[REDACTED]
03/28	Sweep Investment Credit	[REDACTED]
03/28	Sweep INT/DIV Payment	[REDACTED]
03/31	Sweep Investment Credit	[REDACTED]
03/31	Sweep INT/DIV Payment	[REDACTED]

Total: 43 items for [REDACTED]

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Checks and Converted Checks

Checks

Check No.	Amount	Date	Check No.	Amount	Date
[REDACTED]	[REDACTED]	03/11	[REDACTED]	[REDACTED]	03/19
[REDACTED]	[REDACTED]	03/06	[REDACTED]	[REDACTED]	03/18
[REDACTED]	[REDACTED]	03/21	[REDACTED]	[REDACTED]	03/31
[REDACTED]	[REDACTED]	03/21	[REDACTED]	[REDACTED]	03/18
[REDACTED]	[REDACTED]	03/10	[REDACTED]	[REDACTED]	03/19
[REDACTED]	[REDACTED]	03/03	[REDACTED]	[REDACTED]	03/17
[REDACTED]	[REDACTED]	03/07	[REDACTED]	[REDACTED]	03/18
[REDACTED]	[REDACTED]	03/13	[REDACTED]	[REDACTED]	03/19
[REDACTED]	[REDACTED]	03/05	[REDACTED]	[REDACTED]	03/19
[REDACTED]	[REDACTED]	03/05	[REDACTED]	[REDACTED]	03/25
[REDACTED]	[REDACTED]	03/07	[REDACTED]	[REDACTED]	03/20
[REDACTED]	[REDACTED]	03/05	[REDACTED]	[REDACTED]	03/21
[REDACTED]	[REDACTED]	03/10	[REDACTED]	[REDACTED]	03/18
[REDACTED]	[REDACTED]	03/11	[REDACTED]	[REDACTED]	03/19
[REDACTED]	[REDACTED]	03/07	[REDACTED]	[REDACTED]	03/24
[REDACTED]	[REDACTED]	03/11	[REDACTED]	[REDACTED]	03/24
[REDACTED]	[REDACTED]	03/12	[REDACTED]	[REDACTED]	03/25
[REDACTED]	[REDACTED]	03/12	[REDACTED]	[REDACTED]	03/25
[REDACTED]	[REDACTED]	03/11	[REDACTED]	[REDACTED]	03/31
[REDACTED]	[REDACTED]	03/18	[REDACTED]	[REDACTED]	03/27
[REDACTED]	[REDACTED]	03/12	[REDACTED]	[REDACTED]	03/28
[REDACTED]	[REDACTED]	03/19			

Total: 43 items for [REDACTED]

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*Indicates a gap in check sequence

ACH ACH Transfers

Date	Description	Amount
03/03	National City Payment [REDACTED]	[REDACTED]
03/06	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
03/06	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
03/07	ADP Payroll Fees ADP - Fees [REDACTED]	[REDACTED]
03/11	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
03/12	ADP Payroll Fees ADP - Fees [REDACTED]	[REDACTED]
03/20	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
03/20	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
03/20	Analysis Charges Billing Period Ended 022908	[REDACTED]
03/24	Health Care Serv Obppaymt [REDACTED]	[REDACTED]

Continued

ACH ACH Transfers (continued)

Date	Description	Amount
03/26	ADP TX/Find Sc ADP - [REDACTED]	[REDACTED]
03/26	ADP Payroll Fees ADP [REDACTED]	[REDACTED]
03/31	Chicago Transit Debits [REDACTED]	[REDACTED]

Total: 13 items for [REDACTED]

WIRES Wire Transfers

Date	Description	Amount
03/18	Wire Transfer Debit	[REDACTED]
03/19	Wire Transfer Debit	[REDACTED]
03/27	Wire Transfer Debit	[REDACTED]

Total: 3 items for [REDACTED]

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OTHER

Other Debits and Transfers

Date	Description	Amount
03/03	Sweep Investment Debit	[REDACTED]
03/04	Sweep Investment Debit	[REDACTED]
03/05	Sweep Investment Debit	[REDACTED]
03/06	Sweep Investment Debit	[REDACTED]
03/07	Sweep Investment Debit	[REDACTED]
03/10	Sweep Investment Debit	[REDACTED]
03/11	Sweep Investment Debit	[REDACTED]
03/12	Sweep Investment Debit	[REDACTED]
03/13	Sweep Investment Debit	[REDACTED]
03/14	Sweep Investment Debit	[REDACTED]
03/17	Sweep Investment Debit	[REDACTED]
03/18	Sweep Investment Debit	[REDACTED]
03/19	Sweep Investment Debit	[REDACTED]
03/20	Sweep Investment Debit	[REDACTED]
03/21	Sweep Investment Debit	[REDACTED]
03/24	Sweep Investment Debit	[REDACTED]
03/25	Sweep Investment Debit	[REDACTED]
03/26	Sweep Investment Debit	[REDACTED]
03/27	Sweep Investment Debit	[REDACTED]
03/28	Sweep Investment Debit	[REDACTED]
03/31	Sweep Investment Debit	[REDACTED]

Total: 21 items for [REDACTED]



National City

Statement Period: Mar. 1, 2008 - Mar. 31, 2008

Account Number: [REDACTED]

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call the Telephone Banking Center at the number listed on the front of this statement or write us at: National City Card Services, [REDACTED]
[REDACTED]

If you need more information about an electronic transfer or if you think an electronic transfer listed on your statement or receipt is wrong, notify us as soon as possible. We must hear from you no later than 60 days after we sent you the **FIRST** statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information. (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days for claims made within 30 days after the first deposit to a new account), we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

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Thank you for banking with National City!

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**National City**National City Bank
PO BOX 8043
ROYAL OAK MI 48068-8043

13154

C37

Statement Period: Apr. 1, 2008 - Apr. 30, 2008

Account Number: [REDACTED]

Contact Us[REDACTED]
[REDACTED]**Customer Service Hours:**

Mon. - Fri.: 7 a.m. - 9 p.m. ET

Saturday: 7 a.m. - 2 p.m. ET

Sunday: 10 a.m. - 4 p.m. ET

Web: NationalCity.com

PEERLESS NETWORK LLC
225 W WASHINGTON ST STE 1285
CHICAGO IL 60606-3418

0

**Automated Funds Manager**

Account Summary for [REDACTED]

Beginning Balance as of Apr. 1, 2008

Deposits	3 items	[REDACTED]
Miscellaneous Credits	20 items	[REDACTED]
Checks	42 items	[REDACTED]
Converted Checks	0 items	[REDACTED]
ACH Transfers	16 items	[REDACTED]
Wire Transfers	1 item	[REDACTED]
Other Debits and Transfers	5 items	[REDACTED]

Ending Balance as of Apr. 30, 2008

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**Deposits**

Date	Amount	Date	Amount
04/11	[REDACTED]	04/24	[REDACTED]
04/17	[REDACTED]		

Total: 3 items for [REDACTED]

OTHER

**Miscellaneous Credits**

Date	Description	Amount
04/01	Sweep Investment Credit	[REDACTED]
04/01	Sweep INT/DIV Payment	[REDACTED]
04/02	Sweep Investment Credit	[REDACTED]
04/03	Sweep Investment Credit	[REDACTED]

Continued

OTHER



Miscellaneous Credits (continued)

Date	Description	Amount
04/04	Sweep Investment Credit	[REDACTED]
04/07	Sweep Investment Credit	[REDACTED]
04/08	Sweep Investment Credit	[REDACTED]
04/10	Sweep Investment Credit	[REDACTED]
04/11	Wire Transfer Credit	[REDACTED]
04/11	Wire Transfer Credit	[REDACTED]
04/16	Sweep Investment Credit	[REDACTED]
04/17	Sweep Investment Credit	[REDACTED]
04/21	Wire Transfer Credit	[REDACTED]
04/22	Sweep Investment Credit	[REDACTED]
04/23	Sweep Investment Credit	[REDACTED]
04/24	Sweep Investment Credit	[REDACTED]
04/25	Sweep Investment Credit	[REDACTED]
04/28	Sweep Investment Credit	[REDACTED]
04/29	Sweep Investment Credit	[REDACTED]
04/30	Sweep Investment Credit	[REDACTED]

Total: 20 items for [REDACTED]

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Checks and Converted Checks

Checks

Check No.	Amount	Date	Check No.	Amount	Date
[REDACTED]	[REDACTED]	04/17	[REDACTED]	[REDACTED]	04/11
[REDACTED]	[REDACTED]	04/23	[REDACTED]	[REDACTED]	04/18
[REDACTED]	[REDACTED]	04/22	[REDACTED]	[REDACTED]	04/16
[REDACTED]	[REDACTED]	04/08	[REDACTED]	[REDACTED]	04/16
[REDACTED]	[REDACTED]	04/01	[REDACTED]	[REDACTED]	04/21
[REDACTED]	[REDACTED]	04/01	[REDACTED]	[REDACTED]	04/16
[REDACTED]	[REDACTED]	04/15	[REDACTED]	[REDACTED]	04/17
[REDACTED]	[REDACTED]	04/10	[REDACTED]	[REDACTED]	04/30
[REDACTED]	[REDACTED]	04/08	[REDACTED]	[REDACTED]	04/23
[REDACTED]	[REDACTED]	04/07	[REDACTED]	[REDACTED]	04/21
[REDACTED]	[REDACTED]	04/04	[REDACTED]	[REDACTED]	04/21
[REDACTED]	[REDACTED]	04/04	[REDACTED]	[REDACTED]	04/23
[REDACTED]	[REDACTED]	04/03	[REDACTED]	[REDACTED]	04/23
[REDACTED]	[REDACTED]	04/21	[REDACTED]	[REDACTED]	04/24
[REDACTED]	[REDACTED]	04/16	[REDACTED]	[REDACTED]	04/24
[REDACTED]	[REDACTED]	04/16	[REDACTED]	[REDACTED]	04/21
[REDACTED]	[REDACTED]	04/08	[REDACTED]	[REDACTED]	04/23
[REDACTED]	[REDACTED]	04/14	[REDACTED]	[REDACTED]	04/23

Continued



Checks and Converted Checks (continued)

Checks

Check No.	Amount	Date	Check No.	Amount	Date
[REDACTED]	[REDACTED]	04/18	[REDACTED]	[REDACTED]	04/28
[REDACTED]	[REDACTED]	04/28	[REDACTED]	[REDACTED]	04/29
[REDACTED]	[REDACTED]	04/25	[REDACTED]	[REDACTED]	04/30

Total: 42 items for [REDACTED]

*Indicates a gap in check sequence



ACH Transfers

Date	Description	Amount
04/02	National City Payment [REDACTED]	[REDACTED]
04/03	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
04/03	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
04/04	ADP Payroll Fees ADP - Fees [REDACTED]	[REDACTED]
04/08	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
04/09	ADP Payroll Fees ADP - Fees [REDACTED]	[REDACTED]
04/16	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
04/17	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
04/17	ADP TX/Find Svc ADP - Tax [REDACTED]	[REDACTED]
04/17	Tem Dor Fetax Fe Tax Pmt [REDACTED]	[REDACTED]
04/18	Health Care Serv Obppaymt [REDACTED]	[REDACTED]
04/18	Analysis Charges Billing Period Ended 033108	[REDACTED]
04/22	ADP TX/Find Svc ADP - Tax E6Co [REDACTED]	[REDACTED]
04/23	ADP Payroll Fees ADP - Fees 13Cd [REDACTED]	[REDACTED]
04/25	National City Payment [REDACTED]	[REDACTED]
04/25	Chicago Transit Debits [REDACTED]	[REDACTED]

Total: 16 items for [REDACTED]

PUBLIC COPY



Wire Transfers

Date	Description	Amount
[REDACTED]	Wire Transfer Debit	[REDACTED]

Total: 1 item for [REDACTED]

OTHER

**Other Debits and Transfers**

Date	Description	Amount
04/01	Sweep Investment Debit	[REDACTED]
04/11	Sweep Investment Debit	[REDACTED]
04/14	Sweep Investment Debit	[REDACTED]
04/18	Sweep Investment Debit	[REDACTED]
04/21	Sweep Investment Debit	[REDACTED]

Total: 5 items for [REDACTED]

PUBLIC COPY**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Call the Telephone Banking Center at the number listed on the front of this statement or write us at: National City Card Services, [REDACTED]

If you need more information about an electronic transfer or if you think an electronic transfer listed on your statement or receipt is wrong, notify us as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information. (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days for claims made within 30 days after the first deposit to a new account), we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Member FDIC • ©2008, National City Corporation®

**Thank you for banking with National City!**

EXHIBIT E
Documentation attesting to the applicant's managerial
ability and corporate structure
(See Exhibit E-1 through E-6)

EXHIBIT E-1
Documentation attesting to the applicant's technical and managerial
expertise relative to the proposed service offering(s) and proposed
service area

Along with the Company's Chief Operations Officer and Chief Executive Officer, who are both electrical engineers, the Company has several highly experienced telecommunications professionals on staff. They are skilled in network operations and surveillance, translations engineering, network installation and maintenance, information technologies and operational support systems. The incumbent LEC and/or underlying carrier will provide the any further necessary engineering expertise.

John Barnicle
5216 S. Central Ave.
Western Springs, IL 60558
johnbarnicle@yahoo.com
(312) 543-1660

Experience

Oct. 2005 – May 2006 **Lynch Interactive Corp.** Rye, NY
President and Chief Executive Officer

- Completed “going dark” process necessary to take the company private to minimize impact of Sabanes-Oxley requirements of public companies.
- Started initiative to grow non-regulated revenue streams to reduce company’s reliance on USF support. Non-regulated revenue was on pace to grow 20% year over year.
- Completed refinancing of all or portions of six operating company loan agreements.

Feb. 2003 – October 2005 **Neutral Tandem, Inc.** Chicago, IL
President and Chief Operating Officer

- Co-founder of Neutral Tandem. The company grew organically from inception to an annualized revenue run rate of over \$40 million in only twenty months. It became EBITDA positive within twelve months of providing service. Customers included every major competitive wireless and wireline carrier in the country.
- Responsibilities included overseeing sales, marketing, engineering, operations and IS departments, with full P&L responsibility.
- Instrumental in raising over \$35 million in equity and debt capital at a challenging time in the telecom industry.

May 1996 – Oct. 2002 **Focal Communications** Chicago, IL
President and Chief Operating Officer

- Co-founder of Focal Communications. The company grew organically to annualized revenue run rate of approximately \$350 million, with nearly 1 million DS-0 equivalents of voice and data services in service across twenty-three markets
- Customers included half of the Fortune 100, wireless and VOIP providers and ISPs
- Services included local phone service (POTS, T-1s, Primary Rate ISDN), long distance, private lines, internet access, managed modem, co-location, and DSL
- Responsibilities included overseeing marketing, engineering, operations and IS departments, and various aspects of sales
- Service-related customer churn averaged about 1% per year, and the company won various awards for customer service and its IS systems implementation from customer groups, Innovation Week and CIO Magazine
- Full P/L responsibility, including responsibility for the capital budget, which peaked at nearly \$300 million per year.
- Participated in private and public fund raising including an IPO, two high yield bond offerings, bank credit facility and a private recapitalization raising over \$800 million

Feb. 1996 – May 1996

MFS Communications

Oak Brook Terrace, IL

April 1992- Sept. 1994

Vice President – Marketing

- Responsible for marketing all MFS services throughout North America. Led the integration the disparate marketing organizations of several MFS subsidiaries (Datanet, Intelenet, Telecom) when MFS underwent a major reorganization
- Developed and managed MFS' ILEC co-location business, responsible for everything from regulatory lobbying, budgeting, construction management, systems modifications, sales compensation plan adjustments, and sales support
- Participated on the team of people that developed MFS' switched services offering, which eventually grew into MFS Intelenet
- Responsible for negotiating MFS' first interconnection agreement with Ameritech
- Became the only employee of an MFS subsidiary (MFS Telephone), which acted as an agent to sell MFS Intelenet services to large businesses and internet services providers
- Provided technical sales support on the full range of services for MFS largest clients

Sept. 1994 – Feb.1996

Duff & Phelps Credit Rating Co.

Chicago, IL

Vice President

- Issued credit ratings and related research reports on public debt instruments of communications companies
- Clients included top IXC, Cable TV, wireless and emerging wireline carriers
- Met with senior management teams of rating clients to understand strategic direction of companies, performed extensive financial analysis on business plans, financial reports and debt issuance documents to assess relative credit risk that helped establish and maintain appropriate interest rates on these debt instruments

June 1986 – April 1992

Centel

Various locations

Staff Engineer/Sr. Manager, Business Services

- Responsibilities included all marketing efforts and resources associated with providing equipment and services to all business customers, representing approximately nearly \$100 million per year in revenue
- Developed a plan to utilize emerging competitive access providers to transport local telephony services outside of landlocked franchise territory boundaries into the greater metropolitan area served by Ameritech
- Planned and oversaw the initial introduction of Signaling System #7 in various Centel switching centers to support 800 number portability and CLASS services
- Planned all of Centel's 911/E911 implementation across 1.5 million access lines in nine states

Education

- M.B.A. Finance (with Distinction), DePaul University, 1995
- B.S. Electrical Engineering with an emphasis on RF communications systems, University of Illinois at Champaign, 1987

Richard Knight
645 North Kingsbury #1302
Chicago, IL. 60610
312-642-6286
rfk312@gmail.com

Summary 17 years of award winning business-building experience encompasses launching new technologies and products, creating local and national marketing programs, acquiring customers and directly impacting corporate margins by increasing gross revenues. I have developed, sold, supported, engineered and implemented customer solutions that achieved high-margin revenues. Experience includes Fortune 500, affinity and wholesale market segments.

Career History

Origin Communications (10/2002 – Present)
Chicago, IL.
Founder/President

Origin Communications provides customers in the call center and telecommunications markets with the latest cost savings technological solutions. Our programs increased customers' efficiencies and profitability by a minimum of 50%. Areas of expertise include Voice over Internet Protocol and sales and marketing strategies. Origin Communications delivers results to Small to Medium Enterprise (SME) Markets to the Fortune 500 Companies that positively impact profitability. Key accounts included Gateway Computers, TeleGuam Holdings, RWT Telephone, Excel Energy, Bramah Security Systems UK

Focal Communications (08/1997 – 10/2002)
Chicago, IL.
National Vice President Sales and Support

Executive responsible for developing rapid growth segments, driving network efficiencies, maximizing bottom line recurring revenues and minimizing SG&A costs. Effort included building a team that grew from 1 to over 120 sales, customer relations and technical support that was recognized as the industry leader in service quality.

- Drove revenue by creating Focal's first wholesale, strategic and agent business channels where my team sold network solutions to high-tech companies such as Time Warner/AOL, Excel Energy, Comcast, EarthLink, Bell South and Qwest.
- Increased revenues from \$0 to over \$280M or 80% of Focal's revenue.
- Inherited the declining business segment, the Data Services Group, which had lost \$40M or 33% of its revenues. Reversed the trend and began a 10% growth rate within 8 months.
- Maintain the lowest expense to revenue, bad debt to revenue, churn and highest revenue per team member.

MCI Communications (4/1995 – 8/1997)

Atlanta, GA.

Executive Manager

Led efforts on two initiatives to grow the Carrier business segment from \$300M to \$4B. Supervised 14 staff and a \$15.8M budget. The key was to build a marketing team and organizational structure from scratch. Recruited 14 product marketing and development managers internally from MCI divisions and led them to create segment specific products and programs.

- Introduced 6 new products worth \$1.7B in contracted revenue.
- Created MCI's first ever online, e-commerce services for our carrier customers to allow them to view order status and billing for their customer base.
- Provided training to over 300+ Carrier Services personnel.
- Implemented product strategies that minimized end-user confusion and regulatory risk.

MCI Communications (11/1993 – 04/1995)

Atlanta, GA.

Senior Manager

Developed and implemented new product segment strategies. Focused on new market entries that would diversify revenues and differentiate MCI from its key competitors.

- Initiated new programs that generated \$18M in annual revenue in the first 60 days.
- Introduced 3 new products representing over \$5M in monthly revenue.

MCI Communications (04/1991 – 11/1993)

Washington, DC

Marketing Manager

Managed Interexchange Carrier and Independent Telco Segments. Led national program development, implementation, support and strategy.

- Implemented initiatives that increased revenue over 75%, from \$350M to \$550M.
- Signed 8 Independent Telcos within the first 120 days.

MCI Communications (08/1990 – 04/1991)

Washington, DC

Partner Marketing Manager

Responsible for sales strategy to capture affinity marketing business revenues and then create the direct marketing campaigns to support revenue growth once the affinity partners signed-on.

- Established 7 new sales agents and affinity programs, which generated over \$1.5M in monthly revenues.
- Key accounts sold and managed included GE, American Home Builders Association and the American Bar Association

Education

M.B.A.	DePaul University	Chicago, IL.
B.B.A.	University of Iowa	Iowa City, IA.

Douglass B. Lee

Co-Founder/Chief Financial Officer

Douglass B. Lee has over 15 years of telecommunications industry experience, prior to co-founding Peerless Network, Doug served as Co-Founder and Chief Financial Officer of TeleGuam Holdings, LLC (the Incumbent Local Exchange Carrier (ILEC) on Guam, and an integrated provider of communications services in the Western Pacific, offering wireline, wireless, long distance, and broadband communication services to consumers and businesses). As a founding member for TeleGuam, he was responsible for managing all financial and accounting functions for the company, upon the company's leveraged buyout of the government run phone company. Doug also managed corporate development, IT, strategy, investor relations, and risk management, and was part of core team that successfully won the competitive bid over the Carlyle Group in 2004.

Doug has a wealth of financial experience both in and out of telecommunications having worked for Excelline Foods Inc as CFO and as a founding member of management in a private equity leveraged buyout of the company, as Vice President of Finance at Focal Communications and as a Senior Associate at PriceWaterhouse Coopers, Telecom, and Media in San Francisco CA, and at Coopers & Lybrand Consulting in Chicago Illinois.

Mr. Lee earned his M.B.A. from Harvard University Graduate School of Business Administration, and a B.S. from the University of Illinois, Urbana/Champaign, Illinois.

EXHIBIT E-2

List of names, addresses, and phone numbers of officer and directors

OFFICERS AND DIRECTORS

John Barnicle	CEO
Richard Knight	President
Douglass B. Lee	CFO

All individuals named above can be reached at:

Peerless Network of Ohio, LLC
225 W. Washington Street, Suite 1285
Chicago, IL 60606
Telephone: (312) 506-0920
Facsimile: (312) 506-0931

EXHIBIT E-3

Documentation indicating the applicant's corporate structure and ownership

Peerless Network of Ohio, LLC is an Ohio Limited Liability Company, which is owned by:

Peerless Networks, Inc.	100%
-------------------------	------

EXHIBIT E-4

**Information regarding any similar operations in other states.
If the company has been previously certified in the State of Ohio,
include that certification number**

Applicant's subsidiaries are currently authorized to provide local exchange or interexchange service in the following jurisdictions: Florida, Georgia, Illinois, Minnesota, New York, Oregon, Pennsylvania and Washington.

The Company has not previously been certified in Ohio.

EXHIBIT E-5

**Verification that the applicant will maintain local telephony records
separate and apart from any other account records in accordance
with the GAAP.**

Applicant will maintain its local telephone records separate and apart from any other account records in accordance with GAAP.

EXHIBIT E-6
Verification of compliance with any affiliate transaction requirements

Applicant is a wholly owned subsidiary of Peerless Network, LLC.

The following Affiliates are authorized in their respective state:

- Peerless Network of Florida, LLC
- Peerless Network of Georgia, LLC
- Peerless Network of Illinois, LLC
- Peerless Network of Massachusetts, LLC
- Peerless Network of Minnesota, LLC
- Peerless Network of New York, LLC
- Peerless Network of Oregon, LLC
- Peerless Network of Pennsylvania, LLC
- Peerless Network of Washington, LLC

Applications are currently pending for the following affiliates:

- Peerless Network of Arizona, LLC
- Peerless Network of California, LLC
- Peerless Network of Missouri, LLC
- Peerless Network of Texas, LLC

EXHIBIT F
Documentation attesting to the applicant's proposed interaction
with other Carriers
(See Exhibits F-1 through F-3)

EXHIBIT F-1
Explanation as to whether rates are derived through (check all applicable):

☒ interconnection agreement ☐ retail tariffs ☒ resale tariffs

EXHIBIT F-2
Explanation as to which service areas company currently
has an approved interconnection or resale agreement.

Applicant does not currently have an approved interconnection or resale agreement.

Applicant is requesting interconnection or resale with AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North. Applicant has requests pending and expects to have approval and ability to provide service in its target market upon or soon after receipt of authority.

EXHIBIT F-3

A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, and offering of services to end users.

Attached please find a notarized affidavit along with letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Applicant will initially provide resale services only. Applicant has no current plans to construct facilities in the State of Ohio.

Service will be offered to end users subsequent to Commission approval. Applicant intends to provide local service within the State of Ohio within sixty (60) days of certification by this Commission, and approval of its resale/interconnection agreements.

STATE OF OHIO
PUBLIC SERVICE COMMISSION OF OHIO

AFFIDAVIT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

1. My name is John Barnicle. I am the CEO of Peerless Network of Ohio, LLC.
2. I swear or affirm that Peerless Network of Ohio, LLC has requested negotiations to establish interconnection agreements with Cincinnati Bell Telephone Co, Embarq Corporation and Verizon.
3. I further swear or affirm that Peerless Network has entered into an interconnection agreement with AT&T, and will submit that agreement to the Public Utilities Commission of Ohio for approval once certification is granted to Peerless Network of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

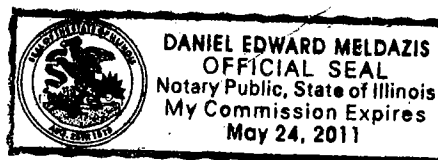
By: *John Barnicle*
John Barnicle, CEO

The forgoing instrument was acknowledged before me this 16th Day of May 2008, at Chicago, Illinois, by John Barnicle.

Daniel Edward Meldazis

Notary Public

My Commission Expires: *May 24, 2011*





16 May 2008

Director – Contract Management
Cincinnati Bell
201 East Fourth Street
Cincinnati, OH 45202

RE: Interconnection with Peerless Network of Ohio, LLC

Dear Sir or Madam:

Pursuant to Section 251 and 252 of the Telecommunications Act of 1996, we hereby request Cincinnati Bell to engage in negotiations to enter into an interconnection agreement with Peerless Network of Ohio, LLC.

Certified name of Carrier:	Peerless Network of Ohio, LLC
Physical street address:	225 W. Washington Street, Suite 1285
City/State/Zip	Chicago, IL 60606
Name of Contact Person:	Daniel Meldazis
Contact Person's Title:	Director Regulatory Affairs
Contact Person's Telephone:	312-506-0933
Contact Person's Fax:	312-506-0931
Contact Person's E-mail:	dmeldazis@peerlessnetwork.com
Type of negotiation desired:	Wireline interconnection agreement
State in which carrier wishes to do business:	Ohio
State of incorporation:	Delaware
State Certification:	Peerless is currently applying for certification in Ohio

If Cincinnati Bell has a template interconnection agreement, please forward that to my attention. If you have any questions, please call me at the number listed above. Thank you.

Sincerely,

Daniel Meldazis
Director Regulatory Affairs

225 West Washington Street, Suite 1285, Chicago, IL 60606
Phone: 312-506-0920



16 May 2008

Director – Contract Management
United Telephone Company of Ohio, d/b/a Embarq
Suite 3600
50 West Broad Street
Columbus, OH 43215

RE: Interconnection with Peerless Network of Ohio, LLC

Dear Sir or Madam:

Pursuant to Section 251 and 252 of the Telecommunications Act of 1996, we hereby request Embarq to engage in negotiations to enter into an interconnection agreement with Peerless Network of Ohio, LLC.

Certified name of Carrier:	Peerless Network of Ohio, LLC
Physical street address:	225 W. Washington Street, Suite 1285
City/State/Zip	Chicago, IL 60606
Name of Contact Person:	Daniel Meldazis
Contact Person's Title:	Director Regulatory Affairs
Contact Person's Telephone:	312-506-0933
Contact Person's Fax:	312-506-0931
Contact Person's E-mail:	dmeldazis@peerlessnetwork.com
Type of negotiation desired:	Wireline interconnection agreement
State in which carrier wishes to do business:	Ohio
State of incorporation:	Delaware
State Certification:	Peerless is currently applying for certification in Ohio

If Embarq has a template interconnection agreement, please forward that to my attention. If you have any questions, please call me at the number listed above. Thank you.

Sincerely,

Daniel Meldazis
Director Regulatory Affairs

225 West Washington Street, Suite 1285, Chicago, IL 60606
Phone: 312-506-0920



16 May 2008

Director – Contract Management
Verizon
HQE03D44
600 Hidden Ridge
Irving, TX 75038

RE: Interconnection with Peerless Network of Ohio, LLC

Dear Sir or Madam:

Pursuant to Section 251 and 252 of the Telecommunications Act of 1996, we hereby request Verizon to engage in negotiations to enter into an interconnection agreement with Peerless Network of Ohio, LLC.

Certified name of Carrier:	Peerless Network of Ohio, LLC
Physical street address:	225 W. Washington Street, Suite 1285
City/State/Zip	Chicago, IL 60606
Name of Contact Person:	Daniel Meldazis
Contact Person's Title:	Director Regulatory Affairs
Contact Person's Telephone:	312-506-0933
Contact Person's Fax:	312-506-0931
Contact Person's E-mail:	dmeldazis@peerlessnetwork.com
Type of negotiation desired:	Wireline interconnection agreement
State in which carrier wishes to do business:	Ohio
State of incorporation:	Delaware
State Certification:	Peerless is currently applying for certification in Ohio

If Verizon has a template interconnection agreement, please forward that to my attention. If you have any questions, please call me at the number listed above. Thank you.

Sincerely,

Daniel Meldazis
Director Regulatory Affairs

225 West Washington Street, Suite 1285, Chicago, IL 60606
Phone: 312-506-0920

EXHIBIT G
Documentation attesting to the applicant's proposed interactions
with Customers
(See Exhibit G-1 through G-6)

EXHIBIT G-1
Explanation of whether applicant intends to provide Local Services which
require payment in advance of customer receiving dial tone.

Applicant intends to bill customers in advance for monthly recurring charges and in arrears for calls placed.

EXHIBIT G-2
Tariff sheet(s) listing the services and associated charges that must be paid
prior to customer receiving dial tone (if applicable)

Applicant will not offer services that require payment in advance of Customer receiving dial tone.

EXHIBIT G-3

A sample of the customer bill and disconnection notice the applicant plans to utilize.

Sample Bill

Customer: [Insert Customer's
Name] **Address:** [Insert Address]

Account No.: [Insert account number or phone number]

Billing Date	Billing Period	Date Due

PEERLESS NETWORK OF OHIO, LLC

225 W. Washington Street, Suite 1285

Chicago, IL 60606

FOR BILLING INQUIRIES: **1-888-380-2721**

FOR SERVICE INQUIRIES: **1-888-380-2721**

Description	Rate	Quantity	Amount
Current Month's Charges			
Credits applied to account:			
Unpaid charges from previous bill:			
Late payments:			
Charges for regulated competitive service:			
Charges for local extended area service calls, including any usage-sensitive charges:			
Non-recurring, fractional or nonbasic service			
Charges for nonregulated services or products:			
Taxes and surcharges: [include summary]			
9-1-1 charges:			
An itemization of local charges is attached.			
Total Due	\$		

Please remit this bill via U.S. Mail to the address listed on this invoice.

If your complaint is not resolved after you have called Peerless Network of Ohio, LLC, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

ITEMIZATION OF CHARGES

Itemization of local service charges:

Monthly rate for local flat-rate service (or usage rate or base rate) -

NON-RESIDENTIAL DISCONNECTION NOTICE

Peerless Network of Ohio, LLC

[Date]

Customer Name

Account Number: xxxxxxxx

Address 1

Amount Past Due: \$xxxx.xx

Address 2

City, State, Zip

This will serve notice that Peerless Network of Ohio, LLC intends to disconnect your [insert either local or long distance or local and long distance] telephone service. Peerless Network of Ohio, LLC has decided to take this action, because it has not received payment for services since [insert date]. The total amount past due is [insert amount]. Failure to pay the amount required at the company's office or to one of its authorized agents by [insert date] may result in the disconnection of local or toll services. An additional charge for reconnection may apply if your service is disconnected. Payment to an authorized agent may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are [insert reasons]. In order to avoid the disconnection, the subscriber must take the following action [insert action taken and amount of payment to be made which is not greater than past due balance, not including non-regulated services]. The earliest date when disconnection will occur is [insert date].

Please note that the total amount due to avoid disconnection of local service is [insert figure]. The total amount due for toll charges is [insert figure]. Nonpayment of toll charges may result in the disconnection of toll service but not in the disconnection of local service. [If applicable – The total amount due for non-regulated charges is [insert figure]. However, nonpayment of non-regulated charges cannot result in the disconnection of local service or regulated toll service.]

You may contact us to make an inquiry, to discuss the delinquency, or to make a complaint.

Customer Service

Peerless Network of Ohio, LLC

225 W. Washington Street, Suite 1285
Chicago, IL 60606

Phone: (888) 380-2721

Hours: 7:00 a.m. to 4:00 p.m. EST

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called Peerless Network of Ohio, LLC, or for general information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

You may also be charged a deposit prior to restoration of service, which is [*"two-twelfths of the reasonably estimated charge for the following twelve months of service"*].

EXHIBIT G-4

**Provide a copy of any customer application form required in order to
establish residential service, if applicable.**

EXHIBIT G-5

For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Company Name: Peerless Network of Ohio, LLC *Select All AT&T Ohio*

dba: *Select All United Telephone dba Embarq*

Certificate Number: *Select All Verizon North*

Select All Cincinnati Bell

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

* Hanover was inadvertently omitted from the exchange name which was updated on 9-6-06.

ILEC	COUNTY	EXCHANGE	PMA
Arcadia	HANCOCK	Arcadia	
Arthur Mutual	PAULDING	Arthur	
AT&T Ohio	ADAMS	Winchester	X
AT&T Ohio	ATHENS	Nelsonville	X
AT&T Ohio	BELMONT	Barnesville	X
AT&T Ohio	BELMONT	Bellaire	X
AT&T Ohio	BELMONT	Bethesda	X
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	X
AT&T Ohio	BELMONT	Somerton	X
AT&T Ohio	BELMONT	St. Clairsville	X
AT&T Ohio	BROWN	Aberdeen	X
AT&T Ohio	BROWN	Ripley	X
AT&T Ohio	BUTLER	Middletown	X
AT&T Ohio	BUTLER	Monroe	X
AT&T Ohio	BUTLER	Trenton	X
AT&T Ohio	CHAMPAIGN	Christiansburg	X
AT&T Ohio	CLARK	Donnelsville	X
AT&T Ohio	CLARK	Enon	X
AT&T Ohio	CLARK	Medway	X
AT&T Ohio	CLARK	New Carlisle	X
AT&T Ohio	CLARK	North Hampton	X
AT&T Ohio	CLARK	Pitchin	X
AT&T Ohio	CLARK	South Charleston	X
AT&T Ohio	CLARK	South Vienna	X
AT&T Ohio	CLARK	Springfield	X
AT&T Ohio	CLARK	Tremont City	X
AT&T Ohio	COLUMBIANA	Columbiana	X
AT&T Ohio	COLUMBIANA	East Liverpool	X
AT&T Ohio	COLUMBIANA	East Palestine	X
AT&T Ohio	COLUMBIANA	Leetonia	X
AT&T Ohio	COLUMBIANA	Lisbon	X
AT&T Ohio	COLUMBIANA	New Waterford	X
AT&T Ohio	COLUMBIANA	Rogers	X
AT&T Ohio	COLUMBIANA	Salem	X
AT&T Ohio	COLUMBIANA	Salineville	X
AT&T Ohio	COLUMBIANA	Wellsville	X
AT&T Ohio	COSHOCTON	Conesville	X
AT&T Ohio	COSHOCTON	Coshocton	X
AT&T Ohio	COSHOCTON	West Lafayette	X
AT&T Ohio	CUYAHOGA	Bedford	X
AT&T Ohio	CUYAHOGA	Berea	X
AT&T Ohio	CUYAHOGA	Brecksville	X
AT&T Ohio	CUYAHOGA	Chagrin Falls	X
AT&T Ohio	CUYAHOGA	Cleveland	X
AT&T Ohio	CUYAHOGA	Gates Mills	X
AT&T Ohio	CUYAHOGA	Hillcrest	X
AT&T Ohio	CUYAHOGA	Independence	X
AT&T Ohio	CUYAHOGA	Montrose [CUY]	X
AT&T Ohio	CUYAHOGA	North Royalton	X
AT&T Ohio	CUYAHOGA	Olmsted Falls	X
AT&T Ohio	CUYAHOGA	Strongsville	X

Proposed Market Area (PMA) for
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AT&T Ohio	CUYAHOGA	Terrace	X
AT&T Ohio	CUYAHOGA	Trinity	X
AT&T Ohio	CUYAHOGA	Victory	X
AT&T Ohio	ERIE	Bloomington	X
AT&T Ohio	ERIE	Castalia	X
AT&T Ohio	ERIE	Sandusky	X
AT&T Ohio	FAIRFIELD	Carroll	X
AT&T Ohio	FAIRFIELD	Lancaster	X
AT&T Ohio	FAIRFIELD	Rushville	X
AT&T Ohio	FAIRFIELD	Sugar Grove	X
AT&T Ohio	FAYETTE	Bloomington	X
AT&T Ohio	FAYETTE	Jeffersonville	X
AT&T Ohio	FAYETTE	Milledgeville	X
AT&T Ohio	FAYETTE	House	X
AT&T Ohio	FRANKLIN	Alton	X
AT&T Ohio	FRANKLIN	Canal Winchester	X
AT&T Ohio	FRANKLIN	Columbus	X
AT&T Ohio	FRANKLIN	Dublin	X
AT&T Ohio	FRANKLIN	Gahanna	X
AT&T Ohio	FRANKLIN	Grove City	X
AT&T Ohio	FRANKLIN	Groveport	X
AT&T Ohio	FRANKLIN	Harrisburg	X
AT&T Ohio	FRANKLIN	Hilliard	X
AT&T Ohio	FRANKLIN	Lockbourne	X
AT&T Ohio	FRANKLIN	New Albany	X
AT&T Ohio	FRANKLIN	Reynoldsburg	X
AT&T Ohio	FRANKLIN	Westerville	X
AT&T Ohio	FRANKLIN	Worthington	X
AT&T Ohio	GALLIA	Cheshire	X
AT&T Ohio	GALLIA	Gallipolis	X
AT&T Ohio	GALLIA	Guyan	X
AT&T Ohio	GALLIA	Rio Grande	X
AT&T Ohio	GALLIA	Vinton	X
AT&T Ohio	GALLIA	Walnut	X
AT&T Ohio	GEAUGA	Burton	X
AT&T Ohio	GEAUGA	Chesterland	X
AT&T Ohio	GREENE	Beavercreek	X
AT&T Ohio	GREENE	Bellbrook	X
AT&T Ohio	GREENE	Bowersville	X
AT&T Ohio	GREENE	Cedarville	X
AT&T Ohio	GREENE	Fairborn	X
AT&T Ohio	GREENE	Jamesstown	X
AT&T Ohio	GREENE	Spring Valley	X
AT&T Ohio	GREENE	Xenia	X
AT&T Ohio	GREENE	Yellow Springs-Clifton	X
AT&T Ohio	HANCOCK	Findlay	X
AT&T Ohio	HIGHLAND	Belfast	X
AT&T Ohio	HIGHLAND	Danville [HIG]	X
AT&T Ohio	HIGHLAND	Hillsboro	X
AT&T Ohio	HIGHLAND	Marshall	X
AT&T Ohio	HIGHLAND	Rainsboro	X
AT&T Ohio	HIGHLAND	Sugar Tree Ridge	X
AT&T Ohio	HOCKING	Murray City	X
AT&T Ohio	JEFFERSON	Mingo Junction	X
AT&T Ohio	JEFFERSON	Steubenville	X
AT&T Ohio	JEFFERSON	Toronto	X
AT&T Ohio	LAKE	Leroy	X
AT&T Ohio	LAKE	Mentor	X
AT&T Ohio	LAKE	Painesville	X

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AT&T Ohio	LAKE	Wickliffe	X
AT&T Ohio	LAKE	Willoughby	X
AT&T Ohio	LAWRENCE	Arabia	X
AT&T Ohio	LAWRENCE	Ironton	X
AT&T Ohio	LUCAS	Holland	X
AT&T Ohio	LUCAS	Maumee	X
AT&T Ohio	LUCAS	Toledo	X
AT&T Ohio	LUCAS	Whitehouse	X
AT&T Ohio	MADISON	London	X
AT&T Ohio	MADISON	Sedalia	X
AT&T Ohio	MADISON	South Solon	X
AT&T Ohio	MADISON	West Jefferson	X
AT&T Ohio	MAHONING	Canfield	X
AT&T Ohio	MAHONING	Lowellville	X
AT&T Ohio	MAHONING	North Jackson	X
AT&T Ohio	MAHONING	North Lima	X
AT&T Ohio	MAHONING	Sebring	X
AT&T Ohio	MAHONING	Youngstown	X
AT&T Ohio	MIAMI	Fletcher-Lena	X
AT&T Ohio	MIAMI	Piqua	X
AT&T Ohio	MONROE	Beallsville	X
AT&T Ohio	MONROE	Clarington	X
AT&T Ohio	MONROE	Duffy	X
AT&T Ohio	MONROE	Graysville	X
AT&T Ohio	MONROE	Lewisville	X
AT&T Ohio	MONROE	Woodsfield	X
AT&T Ohio	MONTGOMERY	Centerville [MOT]	X
AT&T Ohio	MONTGOMERY	Dayton	X
AT&T Ohio	MONTGOMERY	W.Carrollton	X
AT&T Ohio	MONTGOMERY	Vandalia	X
AT&T Ohio	MUSKINGUM	Dresden	X
AT&T Ohio	MUSKINGUM	Fultonham	X
AT&T Ohio	MUSKINGUM	Norwich	X
AT&T Ohio	MUSKINGUM	Philo	X
AT&T Ohio	MUSKINGUM	Zanesville	X
AT&T Ohio	PERRY	Corning	X
AT&T Ohio	PERRY	Glenford	X
AT&T Ohio	PERRY	New Lexington	X
AT&T Ohio	PERRY	Roseville	X
AT&T Ohio	PERRY	Shawnee	X
AT&T Ohio	PERRY	Somerset	X
AT&T Ohio	PERRY	Thornville	X
AT&T Ohio	PICKAWAY	New Holland	X
AT&T Ohio	PORTAGE	Atwater	X
AT&T Ohio	PORTAGE	Kent	X
AT&T Ohio	PORTAGE	Mantua	X
AT&T Ohio	PORTAGE	Mogadore	X
AT&T Ohio	PORTAGE	Ravenna	X
AT&T Ohio	PORTAGE	Rootstown	X
AT&T Ohio	SANDUSKY	Fremont	X
AT&T Ohio	SANDUSKY	Lindsey	X
AT&T Ohio	SENECA	Fostoria	X
AT&T Ohio	SENECA	New Riegel	X
AT&T Ohio	SENECA	Tiffin	X
AT&T Ohio	STARK	Alliance	X
AT&T Ohio	STARK	Canal Fulton	X
AT&T Ohio	STARK	Canton	X
AT&T Ohio	STARK	Hartville	X
AT&T Ohio	STARK	Louisville	X

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AT&T Ohio	STARK	Magnolia-Waynesburg	X
AT&T Ohio	STARK	Marlboro	X
AT&T Ohio	STARK	Massillon	X
AT&T Ohio	STARK	Navarre	X
AT&T Ohio	STARK	North Canton	X
AT&T Ohio	STARK	Uniontown	X
AT&T Ohio	SUMMIT	Akron	X
AT&T Ohio	SUMMIT	Greensburg	X
AT&T Ohio	SUMMIT	Manchester [SUM]	X
AT&T Ohio	TRUMBULL	Girard	X
AT&T Ohio	TRUMBULL	Hubbard	X
AT&T Ohio	TRUMBULL	Kirtland	X
AT&T Ohio	TRUMBULL	Niles	X
AT&T Ohio	TRUMBULL	Sharon	X
AT&T Ohio	TUSCARAWAS	Gnadenhutten	X
AT&T Ohio	TUSCARAWAS	Newcomerstown	X
AT&T Ohio	TUSCARAWAS	Uhrichsville	X
AT&T Ohio	WARREN	Franklin	X
AT&T Ohio	WASHINGTON	Belpre	X
AT&T Ohio	WASHINGTON	Marietta	X
AT&T Ohio	WASHINGTON	New Matamoras	X
AT&T Ohio	WASHINGTON	Newport	X
AT&T Ohio	WAYNE	Dalton	X
AT&T Ohio	WOOD	Perrysburg	X
AT&T Ohio	WYANDOT	Upper Sandusky	X
Ayersville	DEFIANCE	Ayersville	
Bascom Mutual	SENECA	Bascom	
Benton Ridge	HANCOCK	Benton Ridge	
Benton Ridge	HENRY	New Bavaria	
Benton Ridge	PUTNAM	North Creek	
Buckland	AUGLAIZE	Buckland	
CC&S Telco	WILLIAMS	Cooney	
Century	ERIE	Birmingham	
Century	ERIE	Vermilion	
Century	LORAIN	Amherst	
Century	LORAIN	Avon	
Century	LORAIN	Avon Lake	
Century	LORAIN	Lorain	
Champaign	CHAMPAIGN	Terre Haute	
Champaign	CHAMPAIGN	Urbana	
Chillicothe	ROSS	Bainbridge [ROSS]	
Chillicothe	ROSS	Bourneville	
Chillicothe	ROSS	Chillicothe	
Chillicothe	ROSS	Clarksburg	
Chillicothe	ROSS	Frankfort	
Chillicothe	ROSS	Hallsville	
Chillicothe	ROSS	Kingston	
Chillicothe	ROSS	Londonderry	
Chillicothe	ROSS	Massieville	
Chillicothe	ROSS	Richmondale	
Cincinnati Bell	BUTLER	Bethany-West Chester	X
Cincinnati Bell	BUTLER	Hamilton	X
Cincinnati Bell	BUTLER	Reily	X
Cincinnati Bell	BUTLER	Seven Mile	X
Cincinnati Bell	BUTLER	Shandon	X
Cincinnati Bell	CLERMONT	Bethel	X
Cincinnati Bell	CLERMONT	Clermont	X
Cincinnati Bell	CLERMONT	Little Miami	X
Cincinnati Bell	CLERMONT	Newtonsville	X

Cincinnati Bell	CLERMONT	Williamsburg	X
Cincinnati Bell	HAMILTON	Cincinnati	X
Cincinnati Bell	HAMILTON	Harrison	X
Columbus Grove	PUTNAM	Columbus Grove	
Conneaut	ASHTABULA	Conneaut	
Continental	PAULDING	Grover Hill	
Continental	PUTNAM	Continental	
Continental	PUTNAM	Miller City	
Doylestown	WAYNE	Doylestown	
Farmers Mutual	HENRY	Okolona	
Fort Jennings	PUTNAM	Fort Jennings	
Germantown	MONTGOMERY	Germantown	
Glandorf	PUTNAM	Glandorf	
Kalida	PUTNAM	Kalida	
Little Miami	BROWN	Fayetteville	
Little Miami	WARREN	Butlerville	
McClure	HENRY	McClure	
Middle Point Home	VAN WERT	Middle Point	
Minford	SCIOTO	Minford	
New Knoxville	AUGLAIZE	New Knoxville	
Nova	ASHLAND	Nova	
Nova	ASHLAND	Sullivan	
Oakwood	PAULDING	Oakwood	
Orwell	ASHTABULA	Colebrook	
Orwell	ASHTABULA	Orwell	
Orwell	ASHTABULA	Windsor	
Orwell	HANCOCK	Mount Cory	
Orwell	PUTNAM	Belmore	
Orwell	PUTNAM	Gilboa	
Orwell	PUTNAM	Leipsic	
Orwell	PUTNAM	Pandora	
Orwell	TRUMBULL	North Bloomfield	
Ottoville Mutual	PUTNAM	Cloverdale	
Ottoville Mutual	PUTNAM	Ottoville	
Pattersonville	CARROLL	Pattersonville	
Ridgeville	HENRY	Ridgeville Corners	
Sherwood Mutual	DEFIANCE	Sherwood	
Sycamore	SENECA	McCutcheonville	
Sycamore	SENECA	Melmore	
Sycamore	WYANDOT	Sycamore	
Telephone Service Co	AUGLAIZE	Criddersville	
Telephone Service Co	AUGLAIZE	Wapakoneta	
United of Indiana	DARKE	Union City	
United Telephone dba Embarq	ALLEN	Beaverdam	X
United Telephone dba Embarq	ALLEN	Bluffton	X
United Telephone dba Embarq	ALLEN	Cairo	X
United Telephone dba Embarq	ALLEN	Delphos	X
United Telephone dba Embarq	ALLEN	Elida	X
United Telephone dba Embarq	ALLEN	Gomer	X
United Telephone dba Embarq	ALLEN	Lafayette	X
United Telephone dba Embarq	ALLEN	Lima	X
United Telephone dba Embarq	ALLEN	Westminster	X
United Telephone dba Embarq	ASHTABULA	Andover	X
United Telephone dba Embarq	ASHTABULA	Jefferson	X
United Telephone dba Embarq	ASHTABULA	New Lyme	X
United Telephone dba Embarq	ATHENS	Glouster	X
United Telephone dba Embarq	AUGLAIZE	Waynesfield	X
United Telephone dba Embarq	CHAMPAIGN	North Lewisburg	X
United Telephone dba Embarq	CHAMPAIGN	Rosewood	X

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United Telephone dba Embarq	CRAWFORD	Bucyrus	X
United Telephone dba Embarq	CRAWFORD	Chatfield	X
United Telephone dba Embarq	CRAWFORD	Lykens	X
United Telephone dba Embarq	CRAWFORD	New Winchester	X
United Telephone dba Embarq	DARKE	Ansonia	X
United Telephone dba Embarq	DARKE	Arcanum	X
United Telephone dba Embarq	DARKE	Bradford	X
United Telephone dba Embarq	DARKE	Gettysburg	X
United Telephone dba Embarq	DARKE	Greenville	X
United Telephone dba Embarq	DARKE	Hollansburg	X
United Telephone dba Embarq	DARKE	New Madison	X
United Telephone dba Embarq	DARKE	Rossburg	X
United Telephone dba Embarq	DARKE	Versailles	X
United Telephone dba Embarq	DEFIANCE	Defiance	X
United Telephone dba Embarq	DEFIANCE	Jewell	X
United Telephone dba Embarq	DELAWARE	Sunbury	X
United Telephone dba Embarq	FULTON	Archbold	X
United Telephone dba Embarq	FULTON	Lyons	X
United Telephone dba Embarq	FULTON	Metamora	X
United Telephone dba Embarq	FULTON	Swanton	X
United Telephone dba Embarq	FULTON	Wauseon	X
United Telephone dba Embarq	HARDIN	Ada	X
United Telephone dba Embarq	HARDIN	Alger	X
United Telephone dba Embarq	HARDIN	Dunkirk	X
United Telephone dba Embarq	HARDIN	Mount Victory	X
United Telephone dba Embarq	HARDIN	Ridgeway	X
United Telephone dba Embarq	HENRY	Deshler	X
United Telephone dba Embarq	HENRY	Florida	X
United Telephone dba Embarq	HENRY	Gerald	X
United Telephone dba Embarq	HENRY	Grelton-Malinta	X
United Telephone dba Embarq	HENRY	Hamler	X
United Telephone dba Embarq	HENRY	Holgate	X
United Telephone dba Embarq	HENRY	Liberty Center	X
United Telephone dba Embarq	HENRY	Napoleon	X
United Telephone dba Embarq	HOLMES	Big Prairie	X
United Telephone dba Embarq	HOLMES	Glenmont	X
United Telephone dba Embarq	HOLMES	Holmesville	X
United Telephone dba Embarq	HOLMES	Killbuck	X
United Telephone dba Embarq	HOLMES	Millersburg	X
United Telephone dba Embarq	HOLMES	Nashville	X
United Telephone dba Embarq	KNOX	Centerburg	X
United Telephone dba Embarq	KNOX	Danville [KNO]	X
United Telephone dba Embarq	KNOX	Fredericktown	X
United Telephone dba Embarq	KNOX	Gambier	X
United Telephone dba Embarq	KNOX	Martinsburg	X
United Telephone dba Embarq	KNOX	Mount Vernon	X
United Telephone dba Embarq	LICKING	Alexandria	X
United Telephone dba Embarq	LICKING	Croton	X
United Telephone dba Embarq	LICKING	Hebron	X
United Telephone dba Embarq	LICKING	Johnstown	X
United Telephone dba Embarq	LICKING	Pataskala	X
United Telephone dba Embarq	LICKING	Utica-Homer	X
United Telephone dba Embarq	LOGAN	Belle Center	X
United Telephone dba Embarq	LOGAN	Bellefontaine	X
United Telephone dba Embarq	LOGAN	De Graff	X
United Telephone dba Embarq	LOGAN	East Liberty	X
United Telephone dba Embarq	LOGAN	Huntsville	X
United Telephone dba Embarq	LOGAN	Rushsylvania	X
United Telephone dba Embarq	LOGAN	Russells Point	X

United Telephone dba Embarq	LOGAN	West Liberty	X
United Telephone dba Embarq	LOGAN	West Mansfield	X
United Telephone dba Embarq	LUCAS	Richfield Center-Berkey	X
United Telephone dba Embarq	LUCAS	Waterville	X
United Telephone dba Embarq	MAHONING	Berlin Center	X
United Telephone dba Embarq	MAHONING	Damascus	X
United Telephone dba Embarq	MAHONING	North Benton	X
United Telephone dba Embarq	MARION	Caledonia	X
United Telephone dba Embarq	MERCER	Rockford	X
United Telephone dba Embarq	MORGAN	Chesterhill	X
United Telephone dba Embarq	MORGAN	McConnelsville	X
United Telephone dba Embarq	MORGAN	Pennsville	X
United Telephone dba Embarq	MORGAN	Reinersville-Hackney	X
United Telephone dba Embarq	MORGAN	Stockport	X
United Telephone dba Embarq	MORROW	Cardington	X
United Telephone dba Embarq	MORROW	Chesterville	X
United Telephone dba Embarq	MORROW	Johnsville	X
United Telephone dba Embarq	MORROW	Marengo	X
United Telephone dba Embarq	MORROW	Mount Gilead	X
United Telephone dba Embarq	MUSKINGUM	Adamsville	X
United Telephone dba Embarq	MUSKINGUM	Fazeysburg	X
United Telephone dba Embarq	PERRY	Crooksville	X
United Telephone dba Embarq	PERRY	Junction City	X
United Telephone dba Embarq	PICKAWAY	Mount Sterling	X
United Telephone dba Embarq	PORTAGE	Lake Milton	X
United Telephone dba Embarq	PORTAGE	Wayland	X
United Telephone dba Embarq	PORTAGE	Windham	X
United Telephone dba Embarq	PREBLE	Camden	X
United Telephone dba Embarq	PREBLE	Eaton	X
United Telephone dba Embarq	PREBLE	Eldorado	X
United Telephone dba Embarq	PREBLE	New Paris	X
United Telephone dba Embarq	PREBLE	West Manchester	X
United Telephone dba Embarq	PUTNAM	Ottawa	X
United Telephone dba Embarq	RICHLAND	Adario	X
United Telephone dba Embarq	RICHLAND	Bellville	X
United Telephone dba Embarq	RICHLAND	Butler	X
United Telephone dba Embarq	RICHLAND	Lexington	X
United Telephone dba Embarq	RICHLAND	Lucas	X
United Telephone dba Embarq	RICHLAND	Mansfield	X
United Telephone dba Embarq	RICHLAND	Shelby	X
United Telephone dba Embarq	RICHLAND	Shiloh	X
United Telephone dba Embarq	SANDUSKY	Woodville	X
United Telephone dba Embarq	SENECA	Green Springs	X
United Telephone dba Embarq	SENECA	Old Fort	X
United Telephone dba Embarq	SHELBY	Anna	X
United Telephone dba Embarq	SHELBY	Botkins	X
United Telephone dba Embarq	SHELBY	Fort Loramie	X
United Telephone dba Embarq	SHELBY	Jackson Center	X
United Telephone dba Embarq	SHELBY	Sidney	X
United Telephone dba Embarq	TRUMBULL	Bristolville	X
United Telephone dba Embarq	TRUMBULL	Cortland	X
United Telephone dba Embarq	TRUMBULL	Greene	X
United Telephone dba Embarq	TRUMBULL	Hartford	X
United Telephone dba Embarq	TRUMBULL	Johnston	X
United Telephone dba Embarq	TRUMBULL	Kinsman	X
United Telephone dba Embarq	TRUMBULL	Newton Falls	X
United Telephone dba Embarq	TRUMBULL	Warren	X
United Telephone dba Embarq	UNION	Byhalia	X
United Telephone dba Embarq	UNION	Magnetic Springs	X

United Telephone dba Embarq	UNION	Marysville	X
United Telephone dba Embarq	UNION	Milford Center	X
United Telephone dba Embarq	UNION	Raymond	X
United Telephone dba Embarq	UNION	York Center	X
United Telephone dba Embarq	VAN WERT	Van Wert	X
United Telephone dba Embarq	VAN WERT	Venedocia	X
United Telephone dba Embarq	WARREN	Lebanon	X
United Telephone dba Embarq	WARREN	Mason	X
United Telephone dba Embarq	WARREN	Morrow	X
United Telephone dba Embarq	WARREN	South Lebanon	X
United Telephone dba Embarq	WARREN	Waynesville	X
United Telephone dba Embarq	WASHINGTON	Bartlett	X
United Telephone dba Embarq	WAYNE	Apple Creek	X
United Telephone dba Embarq	WAYNE	Fredericksburg	X
United Telephone dba Embarq	WAYNE	Kidron	X
United Telephone dba Embarq	WAYNE	Marshallville	X
United Telephone dba Embarq	WAYNE	Orrville	X
United Telephone dba Embarq	WAYNE	Rittman	X
United Telephone dba Embarq	WAYNE	Shreve	X
United Telephone dba Embarq	WAYNE	Smithville	X
United Telephone dba Embarq	WAYNE	Sterling	X
United Telephone dba Embarq	WAYNE	Wooster	X
United Telephone dba Embarq	WILLIAMS	Stryker	X
United Telephone dba Embarq	WOOD	Bloomdale	X
United Telephone dba Embarq	WOOD	Cygnets	X
United Telephone dba Embarq	WOOD	Luckey	X
United Telephone dba Embarq	WOOD	Moline	X
United Telephone dba Embarq	WOOD	Portage	X
United Telephone dba Embarq	WOOD	Risingsun	X
United Telephone dba Embarq	WOOD	Stony Ridge	X
Vanlue	HANCOCK	Vanlue	
Vaughnsville	PUTNAM	Vaughnsville	
Verizon North	ADAMS	Manchester [ADA]	X
Verizon North	ADAMS	Peebles	X
Verizon North	ADAMS	Seaman	X
Verizon North	ADAMS	West Union	X
Verizon North	ALLEN	Spencerville	X
Verizon North	ASHLAND	Ashland	X
Verizon North	ASHLAND	Hayesville	X
Verizon North	ASHLAND	Loudonville	X
Verizon North	ASHLAND	Perrysville	X
Verizon North	ASHLAND	Polk	X
Verizon North	ASHLAND	Redhaw	X
Verizon North	ASHLAND	Savannah	X
Verizon North	ATHENS	Albany	X
Verizon North	ATHENS	Amesville	X
Verizon North	ATHENS	Athens	X
Verizon North	ATHENS	Guysville	X
Verizon North	ATHENS	New Marshfield	X
Verizon North	ATHENS	Shade	X
Verizon North	ATHENS	The Plains	X
Verizon North	AUGLAIZE	Minster	X
Verizon North	AUGLAIZE	New Bremen	X
Verizon North	AUGLAIZE	St. Marys	X
Verizon North	BELMONT	Flushing	X
Verizon North	BROWN	Decatur	X
Verizon North	BROWN	Georgetown	X
Verizon North	BROWN	Hamersville	X
Verizon North	BROWN	Higginsport	X

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Verizon North	BROWN	Mount Orab	X
Verizon North	BROWN	Russellville	X
Verizon North	BROWN	Sardinia	X
Verizon North	BUTLER	Morning Sun	X
Verizon North	BUTLER	Oxford	X
Verizon North	CARROLL	Carrollton	X
Verizon North	CARROLL	Dellroy	X
Verizon North	CARROLL	Harlem Springs	X
Verizon North	CARROLL	Malvern	X
Verizon North	CARROLL	Mechanicstown	X
Verizon North	CHAMPAIGN	Mechanicsburg	X
Verizon North	CHAMPAIGN	Woodstock	X
Verizon North	CLARK	Catawba	X
Verizon North	CLERMONT	Felicity	X
Verizon North	CLINTON	Blanchester	X
Verizon North	CLINTON	Clarksville	X
Verizon North	CLINTON	Martinsville	X
Verizon North	CLINTON	New Burlington	X
Verizon North	CLINTON	New Vienna	X
Verizon North	CLINTON	Port William	X
Verizon North	CLINTON	Sabina	X
Verizon North	CLINTON	Wilmington	X
Verizon North	COLUMBIANA	East Rochester	X
Verizon North	COLUMBIANA	Hanoverton	X
Verizon North	COLUMBIANA	North Georgetown	X
Verizon North	COLUMBIANA	Winona	X
Verizon North	COSHOCTON	Cooperdale	X
Verizon North	COSHOCTON	Warsaw	X
Verizon North	CRAWFORD	Crestline	X
Verizon North	CRAWFORD	Galion	X
Verizon North	CRAWFORD	New Washington	X
Verizon North	DARKE	North Star	X
Verizon North	DARKE	Yorkshire	X
Verizon North	DEFIANCE	Hicksville	X
Verizon North	DEFIANCE	Ney	X
Verizon North	DELAWARE	Ashley	X
Verizon North	DELAWARE	Cheshire Center	X
Verizon North	DELAWARE	Delaware	X
Verizon North	DELAWARE	Kilbourne	X
Verizon North	DELAWARE	Ostrander	X
Verizon North	DELAWARE	Radnor	X
Verizon North	DELAWARE	Rathbone	X
Verizon North	ERIE	Berlin Heights	X
Verizon North	ERIE	Huron	X
Verizon North	ERIE	Kelleys Island	X
Verizon North	ERIE	Milan	X
Verizon North	FAIRFIELD	Amanda	X
Verizon North	FAIRFIELD	Baltimore	X
Verizon North	FAIRFIELD	Bremen	X
Verizon North	FAIRFIELD	Millersport	X
Verizon North	FAIRFIELD	Pleasantville	X
Verizon North	FULTON	Fayette	X
Verizon North	GUERNSEY	Byesville	X
Verizon North	GUERNSEY	Cambridge	X
Verizon North	HANCOCK	Arlington	X
Verizon North	HANCOCK	Jenera	X
Verizon North	HANCOCK	McComb	X
Verizon North	HANCOCK	Mount Blanchard	X
Verizon North	HANCOCK	Rawson	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Verizon North	HANCOCK	Van Buren	X
Verizon North	HARDIN	Forest	X
Verizon North	HARRISON	Bowerston	X
Verizon North	HARRISON	Cadiz	X
Verizon North	HARRISON	Freeport	X
Verizon North	HARRISON	Jewett	X
Verizon North	HARRISON	Scio	X
Verizon North	HIGHLAND	Greenfield	X
Verizon North	HIGHLAND	Leesburg	X
Verizon North	HIGHLAND	Lynchburg	X
Verizon North	HIGHLAND	Mowrystown	X
Verizon North	HIGHLAND	Sinking Spring	X
Verizon North	HOCKING	Laurelville	X
Verizon North	HOCKING	Logan	X
Verizon North	HOLMES	Berlin	X
Verizon North	HOLMES	Lakeville	X
Verizon North	HURON	Bellevue	X
Verizon North	HURON	Greenwich	X
Verizon North	HURON	Monroeville	X
Verizon North	HURON	New London	X
Verizon North	HURON	Norwalk	X
Verizon North	HURON	Wakeman	X
Verizon North	HURON	Willard	X
Verizon North	JACKSON	Jackson	X
Verizon North	JACKSON	Oak Hill	X
Verizon North	JACKSON	Wellston	X
Verizon North	JEFFERSON	Adena	X
Verizon North	JEFFERSON	Amsterdam	X
Verizon North	JEFFERSON	Bergholz	X
Verizon North	JEFFERSON	Brilliant	X
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant	X
Verizon North	JEFFERSON	Knoxville	X
Verizon North	JEFFERSON	Richmond	X
Verizon North	JEFFERSON	Smithfield	X
Verizon North	JEFFERSON	Tiltonsville	X
Verizon North	LAWRENCE	Chesapeake	X
Verizon North	LORAIN	Grafton	X
Verizon North	LORAIN	North Eaton	X
Verizon North	LORAIN	Oberlin	X
Verizon North	LORAIN	Wellington	X
Verizon North	LUCAS	Curtice-Oregon	X
Verizon North	LUCAS	Sylvania	X
Verizon North	MADISON	Resaca	X
Verizon North	MARION	Green Camp	X
Verizon North	MARION	Larue	X
Verizon North	MARION	Marion	X
Verizon North	MARION	Morral	X
Verizon North	MARION	Prospect	X
Verizon North	MARION	Waldo	X
Verizon North	MEDINA	Brunswick	X
Verizon North	MEDINA	Chatham	X
Verizon North	MEDINA	Homerville	X
Verizon North	MEDINA	Lodi	X
Verizon North	MEDINA	Medina	X
Verizon North	MEDINA	Seville	X
Verizon North	MEDINA	Sharon Center	X
Verizon North	MEDINA	Spencer	X
Verizon North	MEDINA	Valley City	X
Verizon North	MEDINA	Wadsworth	X

Verizon North	MEDINA	Westfield Center	X
Verizon North	MEIGS	Letart Falls	X
Verizon North	MEIGS	Pomeroy	X
Verizon North	MEIGS	Portland	X
Verizon North	MERCER	Celina	X
Verizon North	MERCER	Coldwater	X
Verizon North	MERCER	Fort Recovery	X
Verizon North	MERCER	Maria Stein	X
Verizon North	MERCER	Mendon	X
Verizon North	MIAMI	Laura	X
Verizon North	MIAMI	Tipp City	X
Verizon North	MIAMI	Troy	X
Verizon North	MIAMI	West Milton	X
Verizon North	MONTGOMERY	Brookville	X
Verizon North	MONTGOMERY	Englewood	X
Verizon North	MONTGOMERY	Farmersville	X
Verizon North	MONTGOMERY	Liberty	X
Verizon North	MONTGOMERY	New Lebanon	X
Verizon North	MONTGOMERY	Phillipsburg	X
Verizon North	MONTGOMERY	Trotwood	X
Verizon North	MUSKINGUM	New Concord	X
Verizon North	NOBLE	Caldwell	X
Verizon North	NOBLE	Dexter City	X
Verizon North	NOBLE	Summerfield	X
Verizon North	OTTAWA	Elmore	X
Verizon North	OTTAWA	Genoa	X
Verizon North	OTTAWA	Marblehead	X
Verizon North	OTTAWA	Oak Harbor	X
Verizon North	OTTAWA	Port Clinton	X
Verizon North	OTTAWA	Put-In-Bay	X
Verizon North	PAULDING	Antwerp	X
Verizon North	PAULDING	Payne	X
Verizon North	PICKAWAY	Ashville	X
Verizon North	PICKAWAY	Circleville	X
Verizon North	PICKAWAY	Williamsport	X
Verizon North	PIKE	Beaver	X
Verizon North	PIKE	Idaho	X
Verizon North	PIKE	Piketon	X
Verizon North	PIKE	Waverly	X
Verizon North	PORTAGE	Garrettsville	X
Verizon North	PREBLE	Gratis	X
Verizon North	PREBLE	Lewisburg	X
Verizon North	PREBLE	West Alexandria	X
Verizon North	RICHLAND	Plymouth	X
Verizon North	SANDUSKY	Clyde	X
Verizon North	SANDUSKY	Gibsonburg	X
Verizon North	SANDUSKY	Helena	X
Verizon North	SCIOTO	Portsmouth	X
Verizon North	SENECA	Attica	X
Verizon North	SENECA	Bettsville	X
Verizon North	SENECA	Bloomville	X
Verizon North	SENECA	Republic	X
Verizon North	STARK	Beach City	X
Verizon North	STARK	Brewster	X
Verizon North	STARK	Minerva	X
Verizon North	STARK	Paris	X
Verizon North	STARK	Wilmot	X
Verizon North	SUMMIT	Montrose [SUM]	X
Verizon North	TUSCARAWAS	Baltic	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Verizon North	TUSCARAWAS	Bolivar	X
Verizon North	TUSCARAWAS	Mineral City	X
Verizon North	TUSCARAWAS	New Philadelphia	X
Verizon North	TUSCARAWAS	Strasburg	X
Verizon North	TUSCARAWAS	Sugarcreek	X
Verizon North	UNION	Plain City	X
Verizon North	UNION	Richwood	X
Verizon North	VAN WERT	Convoy	X
Verizon North	VAN WERT	Ohio City	X
Verizon North	VAN WERT	Scott	X
Verizon North	VAN WERT	Willshire-Wren	X
Verizon North	VINTON	McArthur	X
Verizon North	VINTON	Wilkesville	X
Verizon North	WASHINGTON	Barlow	X
Verizon North	WASHINGTON	Beverly	X
Verizon North	WASHINGTON	Lowell	X
Verizon North	WASHINGTON	Lower Salem	X
Verizon North	WASHINGTON	Watertown	X
Verizon North	WAYNE	Burbank	X
Verizon North	WAYNE	Congress	X
Verizon North	WAYNE	Creston	X
Verizon North	WAYNE	West Salem	X
Verizon North	WILLIAMS	Bryan	X
Verizon North	WILLIAMS	Edgerton	X
Verizon North	WILLIAMS	Edon	X
Verizon North	WILLIAMS	Evansport	X
Verizon North	WILLIAMS	Montpelier	X
Verizon North	WILLIAMS	Pioneer	X
Verizon North	WILLIAMS	West Unity	X
Verizon North	WOOD	Bowling Green	X
Verizon North	WOOD	Grand Rapids	X
Verizon North	WOOD	Haskins-Tontogany	X
Verizon North	WOOD	North Baltimore	X
Verizon North	WOOD	Pemberville	X
Verizon North	WOOD	Wayne-Bradner	X
Verizon North	WOOD	Weston	X
Verizon North	WYANDOT	Carey	X
Verizon North	WYANDOT	Harpster	X
Verizon North	WYANDOT	Nevada	X
Verizon North	WYANDOT	Wharton	X
Wabash Mutual	MERCER	Wabash	
Windstream Ohio	CHAMPAIGN	St. Paris	
Windstream Ohio	FULTON	Chesterfield	
Windstream Ohio	FULTON	Delta	
Windstream Ohio	FULTON	Neapolis	
Windstream Ohio	HARDIN	Kenton	
Windstream Ohio	LICKING	Granville	
Windstream Ohio	LICKING	Gratiot	
Windstream Ohio	LICKING	Hanover-Marne*	
Windstream Ohio	LICKING	Newark	
Windstream Ohio	LICKING	St. Louisville	
Windstream Ohio	LORAIN	Columbia Station	
Windstream Ohio	LORAIN	Elyria	
Windstream Ohio	MIAMI	Covington	
Windstream Ohio	MIAMI	Pleasant Hill	
Windstream Ohio	PAULDING	Paulding	
Windstream Western Reserve	ASHTABULA	Ashtabula	

* Hanover was inadvertently omitted from the exchange name which was updated on 9-6-06.

Windstream Western Reserve	ASHTABULA	Austinburg
Windstream Western Reserve	ASHTABULA	Dorset
Windstream Western Reserve	ASHTABULA	Geneva
Windstream Western Reserve	ASHTABULA	Kingsville
Windstream Western Reserve	ASHTABULA	Pierpont
Windstream Western Reserve	ASHTABULA	Rock Creek
Windstream Western Reserve	ASHTABULA	Trumbull
Windstream Western Reserve	ATHENS	Coolville
Windstream Western Reserve	BELMONT	Centerville [BEL]
Windstream Western Reserve	BELMONT	Morristown
Windstream Western Reserve	BELMONT	Powhatan Point
Windstream Western Reserve	GEAUGA	Bainbridge [GEA]
Windstream Western Reserve	GEAUGA	Chardon
Windstream Western Reserve	GEAUGA	East Claridon
Windstream Western Reserve	GEAUGA	Huntsburg
Windstream Western Reserve	GEAUGA	Middlefield
Windstream Western Reserve	GEAUGA	Montville
Windstream Western Reserve	GEAUGA	Newbury
Windstream Western Reserve	GEAUGA	Parkman
Windstream Western Reserve	GEAUGA	Russell
Windstream Western Reserve	GEAUGA	Thompson
Windstream Western Reserve	GUERNSEY	Cumberland
Windstream Western Reserve	GUERNSEY	Fairview
Windstream Western Reserve	GUERNSEY	Old Washington
Windstream Western Reserve	GUERNSEY	Quaker City
Windstream Western Reserve	HARRISON	Hopedale
Windstream Western Reserve	JEFFERSON	Bloomington
Windstream Western Reserve	LAKE	Madison
Windstream Western Reserve	LAKE	Perry
Windstream Western Reserve	MEDINA	Hinckley
Windstream Western Reserve	MEIGS	Chester
Windstream Western Reserve	PORTAGE	Aurora
Windstream Western Reserve	PORTAGE	Hiram
Windstream Western Reserve	SUMMIT	Hudson
Windstream Western Reserve	SUMMIT	Northfield
Windstream Western Reserve	SUMMIT	Peninsula
Windstream Western Reserve	SUMMIT	Richfield
Windstream Western Reserve	SUMMIT	Twinsburg
Windstream Western Reserve	TRUMBULL	Mesopotamia
Windstream Western Reserve	WASHINGTON	Little Hocking

X

EXHIBIT G-6

If mirroring the entire LEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

Applicant is mirroring the entire AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North ILEC exchanges for both serving area and local calling areas.

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Summary: Application Application for Certificate of Public Convenience and Necessity to provide resold competitive local and long distance telecommunications services electronically filed by Mr. Patrick D. Crocker on behalf of Peerless Network of Ohio, LLC