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PATRICK D. CROCKER patrick@crockerlawfirm.com

July 17, 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. 08-891-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 facilities-based and 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.

ery truly yours,

Patrick D. Crocker

CROCKER/& CROCKER, P.C.

PDC/tld

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

n the Matter of the Application of Peerless N	etwork of	TRF Docket No. 90-	·	
Ohio, LLC to apply for Certificate of Public and Necessity to provide facilities-based and resCLEC telecommunication services in Ohio	Convenience)	Case No. <u>08</u> - NOTE: Unless you have leave the "Case No" fiel	reserved a Case # or are fi	
Name of Registrant(s) Peerless Network of ODBA(s) of Registrant(s) Address of Registrant(s) 225 W. Washington Company Web Address Regulatory Contact Person(s) Dan Meldazis Regulatory Contact Person's Email Address Contact Person for Annual Report Dan Melda Address (if different from above) Consumer Contact Information Dan Meldazis Address (if different from above) Motion for protective order included with filin Motion for waiver(s) filed affecting this case? Section I – Pursuant to Chapter 4901:11 submitting this form by checking the bo NOTES: (1) For requirements for various application application form noted. (2) Information regarding the number of copies required the docketing information system section, by of the Commission.	Street, Suite 1285, Chicological Complex Street, Suite 1285, Chicological Comp	Phone 312- work.com Waivers may toll any Please indicate the Croviders: Please see ion of Ohio Administration may be obtained from the	Phone 3 Phone 3 Phone 1 Phone 3 Phone 1 Phone 1 Phone 2 Phone 3 Phone 2 Phone 3 Phone 4 Phone 1 Phone 1 Phone 2 Phone 2 Phone 3 Phone 2 Phone 3 Phone 4 Phone 3 Phone 3 Phone 3 Phone 4 Phone 3 Phone 3 Phone 4 Phone 5 Phone 5 Phone 5 Phone 5 Phone 5 Phone 6 Phone 5 Phone 6 Pho	12-506-0920 12-506-0920 e.reason for
Carrier Type Other (explain below)	☐ ILEC	☐ CLEC		AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	☐ TRF <u>1-6-04(B)</u>	☐ TRF <u>1-6-04(B)</u>		
New Service, expanded local calling	(0 day Notice) ZTA 1-6-04(B)	(0 day Notice) ZTA 1-6-04(B)		
area, correction of textual error	(0 day Notice)	(0 day Notice)		
Change Terms and Conditions,	ATA <u>1-6-04(B)</u>	☐ ATA <u>1-6-04(B)</u>		
Introduce non-recurring service charges	(Auto 30 days)	(Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	ATA <u>1-6-04(B)</u> (Auto 30 days)	☐ ATA <u>1-6-04(B)</u> (Auto 30 days)		
Business Contract	CTR <u>1-6-17</u>	CTR <u>1-6-17</u> (0 day Notice)		
Withdrawal	(0 day Notice) ATW <u>1-6-12(A)</u> (Non-Auto)	ATW <u>1-6-12(A)</u> (Auto 30 days)		-
Raise the Ceiling of a Rate	Not Applicable	☐ SLF <u>1-6-04(B)</u> (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring	TRF 1-6-05(E)	TRF 1-6-05(E)		
service charges	(0 day Notice)	(0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	TRF <u>1-6-05(C)</u> (0 day Notice)	☐ TRF <u>1-6-05(C)</u> (0 day Notice)	☐ TRF <u>1-6-05(C)</u> (0 day Notice)	
Residential - Change Rates, Terms and	TRF 1-6-05(E)	☐ TRF <u>1-6-05(E)</u>	TRF 1-6-05(E)	
Conditions, Promotions, or Withdrawal	(0 day Notice)	(0 day Notice)	(0 day Notice)	
Residential - Tier 2 Service Contracts	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)	☐ CTR <u>1-6-17</u> (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

Certification (See Supplemental ACE form)

Add Exchanges to Certificate	☐ ATA <u>1-6-09(C)</u> (Auto 30 days)	AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a c Exchange Listing Form	
Abandon all Services - With Customers	☐ ABN <u>1-6-11(A)</u> (Non-Auto)	ABN <u>1-6-11(A)</u> (Auto 90 day)	☐ ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Abandon all Services - Without Customers		ABN <u>1-6-11(A)</u> (Auto 30 days)	☐ ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	ACN <u>1-6-14(B)</u> (Auto 30 days)	☐ ACN <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	ACO <u>1-6-14(B)</u> (Auto 30 days)	ACO <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice) (
Merger (See below)	AMT <u>1-6-14(B)</u> (Auto 30 days)	AMT <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	ATC <u>1-6-14(B)</u> (Auto 30 days)	ATC <u>1-6-14(B)</u> (Auto 30 days)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	ATR <u>1-6-14(B)</u> (Auto 30 days)	ATR <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)
Procedural				
Designation of Process Agent(s)	☐ TRF (0 day Notice)	☐ TRF (0 day Notice)	TRF (0 day Notice)	☐ TRF (0 day Notice)
Section II – Carrier to Carrier (Pursual		RS and Other		
Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or	☐ NAG <u>1-7-07</u>	☐ NAG <u>1-7-07</u>		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	☐ ARB <u>1-7-09</u> (Non-Auto)	☐ ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	☐ ATA <u>1-7-14</u> (Auto 30 day)	☐ ATA <u>1-7-14</u> (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	☐ ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	UNC <u>1-7-04</u> or (Non-Auto) <u>1-7-05</u>	UNC <u>1-7-04</u> or (Non-Auto) 1-7-05		
Pole attachment changes in terms and conditions and price changes.	UNC 1-7-23(B) (Non-Auto)	UNC 1-7-05 (Non-Auto)		
<u>CMRS Providers</u> See <u>4901:1-6-15</u>	RCC [Registration & Change ir (0 day)	n Operations]	NAG [Interconnection Agreed (Auto 90 days)	ment or Amendment)
Other* (explain)				

ILEC

CLEC

(Auto 30 days)

CTS

(Auto 30 days)

AOS/IOS

☐ ACE <u>1-6-10</u>

(Auto 30 days)

*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 html

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)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
С	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).

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, <u>Peerless Network of Ohio, I</u> (Name)	LC , and am authorized to make this statement on its behalf.
I attest that these tariffs comply with all applicable rules, including the Mini 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filing rules, including the Minimum Telephone Service Standards, as modified and classification our tariff. We will fully comply with the rules of the state of Ohio and underst the suspension of our certificate to operate within the state of Ohio.	gs do not imply Commission approval and that the Commission's arified from time to time, supersede any contradictory provisions in
I declare under penalty of perjury that the foregoing is true and correct.	
*(Signature and this affidavit is required for every tariff-affecting filing. It may be signed by a applicant.	Title) Patrick D Crocker Attorney (Date) July 17, 2008
VERIFICATI	<u>ON</u>
I, Patrick D. Crocker verify that I have utilized the Telecommunications Application I the information submitted here; and all additional information submitted in connection wit *(Signature and Title) Patrick D. Crocker, Attorney *Verification is required for every filing. Itemay be signed by counsel or an officer of the designed in the signed by counsel or an officer of the designed in the signed by counsel or an officer of the designed in the signed by counsel or an officer of the designed in the signed in the	th this case, is true and correct to the best of my knowledge. (Date) July 17, 2008
To grow a regarded or every jung at may be signed by counsel or an opposit of the	pricant, or an autorized agent of the appacant.

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.

Ohio and	ne Matter of the Application of <u>Peerle</u> <u>b, LLC</u> to apply for <u>Certificate of Publi</u> <u>Necessity to provide facilities-based</u> <u>CLEC telecommunication services i</u>	c Convenience) I and resold CTS)	No. <u>0</u>	8 - <u>891</u> - TP - <u>ACE</u>
DB	A(s) of Registrant(s)	twork of Ohio, LLC ngton Street, Suite 1285, Chicago, IL 60	0606	
	tion for protective order included tion for waiver(s) filed affecting th	with filing?	r(s) to	olls any automatic timeframe]
Lis	st of Required Exhibits			
Ta	riffs: (Include all that apply)			
\boxtimes	Interexchange Tariff ¹		×	Carrier-to-Carrier (Access) Tariff
De	scription of Services	NOTE: All Facilities-Based ca	arriers	must file an Access Tariff
\boxtimes	Service provisioned via Resale	☐ Service provisioned via Facilities	Ø	Both Resold and Facilities-based
\boxtimes	Description of Proposed Services	Statement about the provision of CTS services	×	Description of the proposed market area
\boxtimes	Explanation of how the proposed services in the proposed market area are in the public interest.	□ Description of the class of customer applicant intends to serve	rs (e.g	g., residence, business) that the
Bu	siness Requirements			
	Evidence of Registration with:	○ Ohio Department of Taxation	\boxtimes	Ohio Secretary of State ² & Certificate of Good Standing
Do	cumentation attesting to the applic	cant's financial viability, including the	follov	wing:
M		the applicant's current financial condition th and external funds available to supports.		
\boxtimes		al and pro forma income statement a geographical area(s) or information in ot		
\boxtimes	Documentation to support the appli	icant's cash and funding sources.		
Dog	cumentation attesting to the applic	ant's managerial ability and corporat	<u>e stru</u>	cture, including the following:
\boxtimes	Documentation attesting to the a offering(s) and proposed service ar	pplicant's technical and managerial ex ea	pertis	e relative to the proposed service
\boxtimes	List of names, addresses, and phor	ne numbers of officers and directors, or p	artner	rs.
\boxtimes	Documentation indicating the applic	ant's corporate structure and ownership		
M	Information regarding any similar o	perations 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 provided by the Clate of Ohio include that continue to the		
N 2	If this company has been previously certified in the State of Ohio, include that certification number		
M	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.		
<u>Do</u>	cumentation attesting to the applicant's managerial ability and corporate structure (cont'd):		
\boxtimes	Verification of compliance with any affiliate transaction requirements		
<u>Do</u>	cumentation attesting to the applicant's proposed interactions with other Carriers		
\boxtimes	Explanation as to whether rates are derived through (check all applicable):		
\boxtimes	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.		
Do	cumentation 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.		
\boxtimes	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)		
\boxtimes	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.		
\boxtimes	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.		
	<u>Affidavit</u>		
l an	n an authorized representative of the applicant corporationPeerless Network of Ohio, LLC		
and	(Name) I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application		
For	m for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information mitted in connection with this case, is true and correct.		
Ex	ecuted ondruly 17, 2008 atKalamazoo, Michigan		
(5	ignature and Title) Ratrick D. Crocker, Attorney (Date)		
	Total Total		

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)

EXHIBT 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

Carrier-to-Carrier (Access) Tariff P.U.C.O. Tariff No. 3

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

PEERLESS NETWORK OF OHIO, LLC

THROUGHOUT THE STATE OF OHIO

Issued:	July 17, 2008		Effective:	August 16, 2008
	Issued under authority	of the Public Utilities Co	ommission of Ohio),
	Dated	, in Case No. <u>0</u>	TP-ACE	

Issued by: John Barnicle, CEO

Peerless Network of Ohio, LLC 225 W. Washington Street

Suite 1285

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>	Revision	<u>Date</u>	<u>Page</u>	<u>Revision</u>	<u>Date</u>
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 24 25 27 28 29 30 31 31 32 32 32 32 32 32 32 32 32 32 32 32 32	Original		33 34 35 36 37 38 39 40 41 42	Original Original Original Original Original Original Original Original Original	

Issued: July 17, 2008 Effective: August 16, 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

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			, ,	
Issued	d: July	17, 200	8 Effective: A	August 16, 2008
	-	Issue	ed under authority of the Public Utilities Commission of Ohio,	
			Dated, in Case No. <u>0</u> TP-ACE	
		1	lssued by: John Barnicle, CEO	

Peerless Network of Ohio, LLC 225 W. Washington Street

Suite 1285

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Issued: July 17, 2008 Effective: August 16, 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

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: July 17, 2008	Effective: August 16, 2008
Issued under authority of the Pub	
Dated, in Ca	se No. <u>0</u> TP-ACE

Issued by: John Barnicle, CEO

Peerless Network of Ohio, LLC 225 W. Washington Street

Suite 1285

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. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

lssued:	July 17, 2008		Effective:	August 16, 2008
	Issued under au	thority of the Public Utilities C	ommission of Ohio	٥,
	Dated	, in Case No. <u>0 - </u>	TP-ACE	
	Issued by:	John Barnicle, CEO		

Peerless Network of Ohio, LLC 225 W. Washington Street

Suite 1285

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.

<u>Authorized User</u>: 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.

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

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

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

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

<u>Call Park</u>: 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.

<u>Call Pickup</u>: 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.

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

<u>Call Waiting</u>: 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.

Issued:	July 17, 2008		Effective:	August 16, 2008
	Issued under aut	thority of the Public Utilities Com	nmission of Ohi	0,
	Dated	, in Case No. <u>0 - </u>	TP-ACE	
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<u>Call Waiting Cancel</u>: 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.

<u>Calling Number Delivery Blocking</u>: 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.

<u>Customer</u>: 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.

<u>Customer Group Dialing Plan</u>: 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.

<u>Direct Inward Dialing (DID)</u>: A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

<u>Do Not Disturb</u>: 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.

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

<u>Joint User</u>: 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.

<u>LATA</u>: 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.

<u>Least Idle Trunk Selection (LIDL)</u>: 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.

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

<u>Local Exchange Carrier</u>: 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.

<u>Message Waiting</u>: 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.

<u>Multiple Appearance Directory Numbers</u>: 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.

<u>Nonrecurring Charges</u>: 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.

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

<u>Presubscription</u>: 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.

<u>Service Commencement Date</u>: 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.

<u>Service Order</u>: 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.

<u>Speed Call</u>: 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.

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

<u>User</u>: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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SECTION 2 - REGULATIONS

2.1 <u>Undertaking of the Company</u>

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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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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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 Section 4901:1-5 of the Ohio Administrative Code.
- 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. Credits for interruptions will be given in accordance with the Minimum Telephone Service Standards as codified in § 4901:1-5 of the Ohio Administrative Code. 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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2.1.9 <u>Telecommunications Service Priority</u>

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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2.3.1 General (continued)

- (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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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 discontinuance. temporary Durina 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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2.4.3 <u>Interconnection of Facilities (continued)</u>

- 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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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, 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 <u>Customer Complaints and/or Billing Disputes</u>

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 Telephone: (312) 506-0920 225 W. Washington Street, Suite 1285 Facsimile: (312) 506-0931 Chicago, IL 60606 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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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 <u>Credit for Interruptions</u>: 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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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 <u>Use of Alternative Service Provided by the Company</u>: 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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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 <u>Transfer and Assignments</u>

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 <u>Notices and Communications</u>

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

3.3 Service Charges and Surcharges

3.3.1. Connection Charges

MAXIMUM \$135.00

A. 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.

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SECTION 3 – SERVICE DESCRIPTIONS AND RATES

B. **Exceptions to the Charge**

- 1. 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.
- 2. The Company may from time to time waive or reduce the charge as part of a promotion.

3.3.2 **Restoral Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

MAXIMUM

Business

\$300.00

3.3.3 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.

Change:

Change - including rearrangement or reclassification - of existing service at

the same location

MAXIMUM <u>Move</u> Add Business Charge per Order \$200.00

Line Connection (per line) \$300.00 \$300.00 \$300.00

Record Work Only

\$200.00

\$200.00

(This charge is applicable for changes that do not involve central office or premise work.)

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Change

\$200.00

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SECTION 3 – SERVICE DESCRIPTIONS AND RATES

3.3.4 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.

MAXIMUM

Per Premises Visit, Business:

\$300.00

3.3.5 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. If a subscriber changes both the InterLata and IntraLata presubscribed interexchange carrier at the same time, 50% of the otherwise applicable IntraLata presubscription change charge will apply.

MAXIMUM

\$5.50

\$1.25

Manual Process
Electronic Process

3.4 Custom Calling Service

3.4.1 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.

3.4.2 Feature Descriptions and Rates

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

MAXIMUM \$12.00

CALLER ID

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.

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SECTION 3 – SERVICE DESCRIPTIONS AND RATES

3.5 BUSINESS NETWORKED SWITCHED SERVICES

3.5.1 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;
- 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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SECTION 3 – SERVICE DESCRIPTIONS AND RATES

3.5.2 Service Descriptions and Rates

The following Business Access Service Options are offered:

Basic Business Line Service

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key 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.

Α. 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 connection charge that is associated with the service the Customer orders.

T	ier	1

		MAXIMUM
-Per Order		\$200.00
-Per Visit	(1 hour)	\$300.00
-After Hours	(1 hour)	\$400.00
Line Connection	n	\$300.00
Service Order		\$200.00

Custom Features are also available as described in the service catalog.

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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: Directionality: Dual Tone Multi-Frequency (DTMF) 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.

Tier 1
Monthly Recurring Charges:
Business Single Line

<u>MAXIMUM</u>

\$150.00

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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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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.

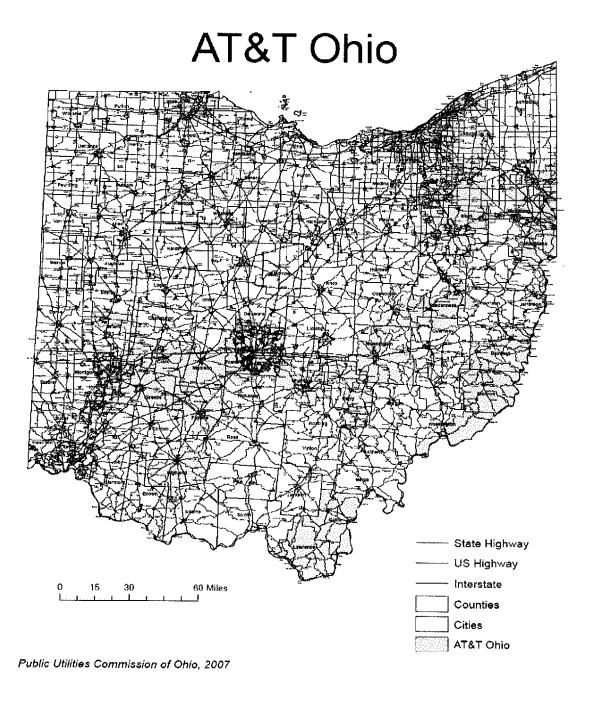
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SECTION 6 – SERVICE AREA MAP



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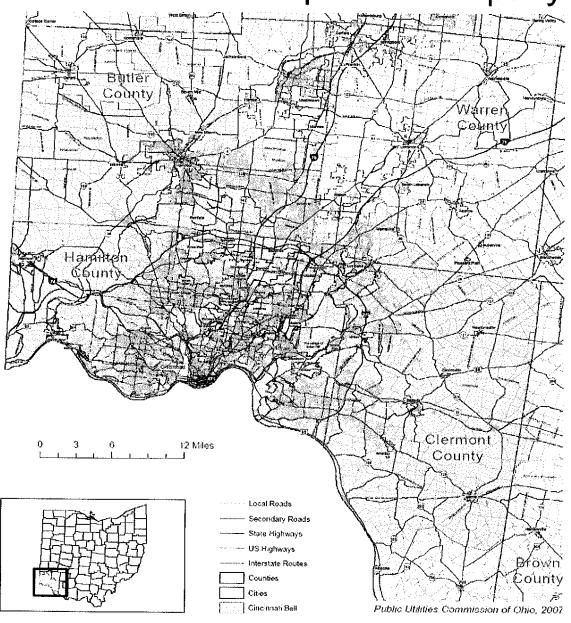
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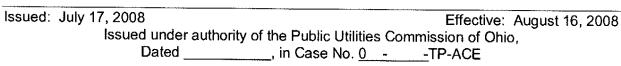
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SECTION 6 - SERVICE AREA MAP

Cincinnati Bell Telephone Company





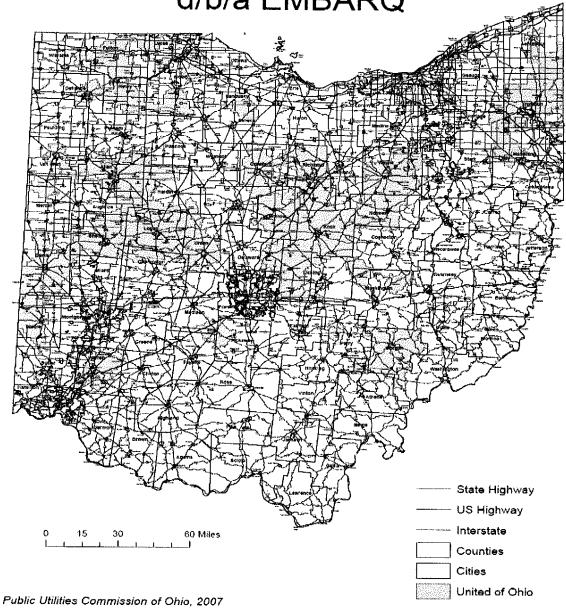
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SECTION 6 – SERVICE AREA MAP

United Telephone Company of Ohio d/b/a EMBARQ



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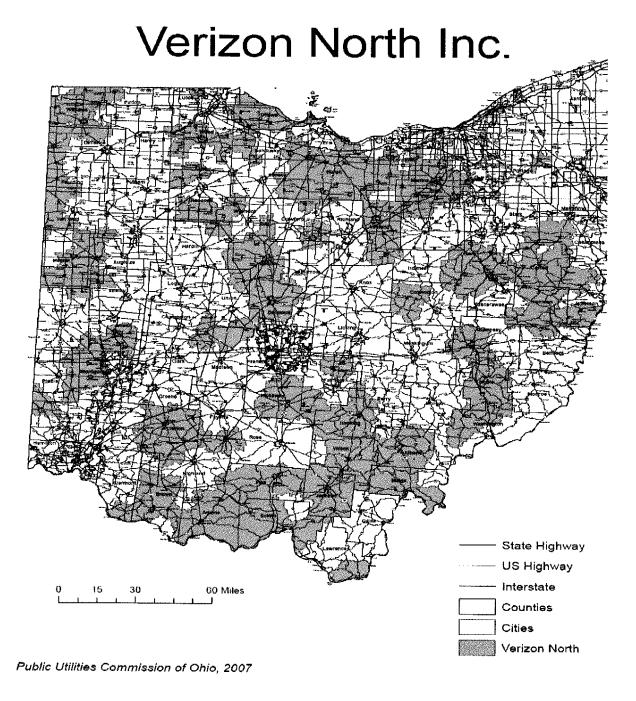
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SECTION 6 - SERVICE AREA MAP



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SECTION 7 – PRICE LIST

Local Exchange Service - Rates and Charges

7.1 Service Charges and Surcharges

7.1.1 Connection Charges

\$45.00

7.1.2 Restoral Charge

Business \$100.00

7.1.3 Moves, Adds, and Changes

MoveAddChangeBusiness Charge per Order\$50.00\$50.00

Line Connection (per line) \$100.00 \$100.00

Record Work Only

\$50.00

(This charge is applicable for changes that do not involve central office or premise work.)

7.1.4 Charges Associated With Premises Visit

Trouble Isolation Charge

Per Premises Visit, Business: \$100.00

7.1.5 Primary Interexchange Carrier Change Charge

Manual Process \$5.50 Electronic Process \$1.25

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SECTION 7 - PRICE LIST

7.2 Custom Calling Service

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.

7.3 Service Establishment Charge

Tier 1

\$100.00
\$200.00
\$100.00 \$50.00

Custom Features are also available as described in this tariff.

7.4 Flat Rate Basic Business Line Service

Tier 1

Monthly Recurring Charges: Business Single Line

\$48.00

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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.

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.

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.

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.

\$50.00

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Local Exchange Telecommunications Services

Change:

Change - including rearrangement or reclassification - of existing service at

the same location.

Business Charge per Order Move Add Change \$50.00 \$50.00

Line Connection (per line) \$100.00 \$100.00

Record Work Only (This charge is applicable for changes that do not involve central office or premise work.)

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

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.

\$1.00

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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 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 telephore	ne	•
numbers by dialing a code rather than the	he	
complete telephone number		

CALL TRACE	Per Activation	\$1.00
This feature will, upon successful cust	tomer	·
activation, automatically trace the telep		
number of the line used for the las	t call	
received by the Customer. Call Tra-	ce is	

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 RINGINGThis feature allows a customer to designate \$1.00

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.

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 prerecorded announcement that calls are not being taken now.

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.

Local Exchange Telecommunications Services

Custom Calling Service (continued)

Feature Descriptions and Rates (continued)

tur	e Descriptions and Rates (continued)	
	ALTERNATE ANSWERING 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.	\$1.00
	MESSAGE WAITING TONE Allows an audible signal, stutter dial tone, to be present on the line when a message is waiting.	\$1.00
	BUSY LINE TRANSFER, ALTERNATE ANSWERING, MESSAGE WAITING TONE Allows access to all three services.	\$1.00
	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 Alternate Answering	\$1.00 \$1.00
	EASY CALL Provides automatic dialing of a number when the customer's line is taken off-hook, at 7-second intervals.	\$1.00
	SPECIAL DELIVERY SERVICE 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.	\$1.00

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 dialeble 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.

Local Exchange Telecommunications Services

Custom Calling Service (continued)

Feature Descriptions and Rates (continued)

AUTOMATIC CALL BACK

Per Activation

\$1.00

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.

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.

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 \$5.00 (where available)

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.

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

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.

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

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

Monthly Rate

TOLL RESTRICTION SERVICE

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

- per line equipped

\$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

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 Lineper Port Intercepted

Non-Recurring Charge

\$5.00 \$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.

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.

Period of Suspension

Charge

- 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:

- receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- 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.

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 service catalog.

B. Basic Business Line Service

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.

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.

Monthly Recurring Charges:

Business Multi-Line

(per line)

\$48.00

Service Descriptions and Rates (continued)

C. PBX Trunk Service

1. General

Analog and/or digital PBX trunks are provided for connection of customerprovided 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: Directionality:

Dual Tone Multi-Frequency (DTMF) 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

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

ŀ	'er	Message	Charge	\$0.01

4. Analog DID Trunks

Nonrecurring Connection Charge Monthly Recurring Charges (per trunk)	\$10.00 \$5.00
DID Station Numbers:	40.00
- Each Group of 20	\$1.00
- Each Group of 100	\$12.00

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: Start Dial Indicator: Loop, Ground, E&M I, II, III 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.

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

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.

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.

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.

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.

Issued: June 16, 2008

\$50.00

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

Local Exchange Telecommunications Services

Change:

Change - including rearrangement or reclassification - of existing service at

the same location.

Move <u>Add</u> Change 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.)

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

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.

Issued: June 16, 2008

\$1.00

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

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 Provides a tone signal when a second call is coming in on a busy line. CALL FORWARDING-Variable Permits a customer to automatically transfer \$1.00

all incoming calls to another dialable telephone number.

THREE-WAY CALLING Adds a third party to an established connection without operator assistance. \$1.00

SPEED CALLING - 39 Number List 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.

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 prerecorded announcement that calls are not being taken now.

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.

Issued: June 16, 2008

Local Exchange Telecommunications Services

Custom Calling Service (continued)

Featu

u	re Descriptions and Rates (continued)	
	ALTERNATE ANSWERING 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.	\$1.00
	MESSAGE WAITING TONE Allows an audible signal, stutter dial tone, to be present on the line when a message is waiting.	\$1.00
	BUSY LINE TRANSFER, ALTERNATE ANSWERING, MESSAGE WAITING TONE Allows access to all three services.	\$1.00
	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 Alternate Answering	\$1.00 \$1.00
	EASY CALL Provides automatic dialing of a number when the customer's line is taken off-hook, at 7-second intervals.	\$1.00
	SPECIAL DELIVERY SERVICE 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.	\$1.00

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 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.

Local Exchange Telecommunications Services

Custom Calling Service (continued)

Feature Descriptions and Rates (continued)

AUTOMATIC CALL BACK

Per Activation

\$1.00

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.

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

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

\$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)

Non-Automated Assistance

\$5.00 \$10.00

Non Automated Assistance

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.

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

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.

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

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

\$1.00

Monthly Rate

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.

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.

Period of Suspension

Charge

- 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.

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 Connectio	n	\$100.00
Service Order		\$50.00

Custom Features are also available as described in this service catalog.

B. Basic Business Line Service

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.

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.

Monthly Recurring Charges:

Business Multi-Line

(per line)

\$48.00

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: Directionality:

Dual Tone Multi-Frequency (DTMF)

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

Service Descriptions and Rates (continued)

PBX Trunk Service (continued)

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	\$0.0	1

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

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: Signaling Type:

Channel Bank or DSX-1 panel Loop, Ground, E&M I. II. III

Start Dial Indicator:

Immediate Wink, Delay Dial, Dial

Tone

Pulse Type:

Dual Tone Multi-Frequency (DTMF)

Directionality: I

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.

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

Nonrecurring Connection Charge: Monthly Recurring Charges: Flat Rate:	\$250.00
- 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

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TITLE PAGE

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

PEERLESS NETWORK OF OHIO, LLC

Toll Services, except for Customer Deposits, Return Check Charge and Late Payment Charges 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: July 17, 2008

Effective: August 16, 2008

Issued by:

John Barnicle, CEO

PEERLESS NETWORK OF OHIO, LLC 200 South Wacker Drive, Suite 3100

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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Issued: July 17, 2008

Effective: August 16, 2008

Issued by:

John Barnicle, CEO

PEERLESS NETWORK OF OHIO, LLC 200 South Wacker Drive, Suite 3100

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 Deposits

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

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Effective: August 16, 2008

Issued by:

John Barnicle, CEO

PEERLESS NETWORK OF OHIO, LLC 200 South Wacker Drive, Suite 3100

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.

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

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. <u>Dedicated Inbound Usage Rates</u>

DAY/EVENING/NIGHT/WEEKEND

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

B. <u>Dedicated Outbound Usage Rates</u>

DAY/EVENING/NIGHT/WEEKEND

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

Interexchange Telecommunications Services

Recurring Charges

Customers will incur the following monthly Recurring Charges:

	SWITCHED	DEDICATED
	ACCESS	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	DEDICATED
	ACCESS	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

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
Long Distance Operator Assistance Service	\$2.50

Ohio

TELECOMMUNICATIONS CARRIER-TO-CARRIER SERVICES TARIFF

OF

PEERLESS NETWORK OF OHIO, LLC

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of competitive carrier to carrier and access services and facilities for telecommunications services provided by PEERLESS NETWORK OF OHIO, LLC ("Peerless") within the State of Ohio. This rate sheet is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at the Company's principal place of business at 225 West Washington Street, Suite 1285, Chicago, IL 60606.

issued: July 17, 2008

Effective: August 16, 2008

Issued under authority of the Public Utilities Commission of Ohio,
Dated ______ in Case No. 08-0611-TP-ACE

Issued by:

Daniel Meldazis, Director Regulatory Affairs PEERLESS NETWORK OF OHIO, LLC 225 W. Washington, Suite 1285 Chicago, IL 60606

CHECK SHEET

Sheets of this rate sheet are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
1	Original	26	Original		
2 3	Original	27	Original		
	Original	28	Original		
4	Original	29	Original		
5	Original	30	Original		
6	Original	31	Original		
7	Original	32	Original		
8 9	Original	33	Original		
9	Original	34	Original		
10	Original	35	Original		
11	Original	36	Original		
12	Original	37	Original		
13	Original	38	Original		
14	Original	39	Original		
15	Original		J		
16	Original				
17	Original				
18	Original				
19	Original				
20	Original				
21	Original		•		
22	Original				
23	Original				
24	Original				
25	Original				

^{*-} indicates pages included in this filing

Issued: July 17, 2008

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Daniel Meldazis, Director Regulatory Affairs PEERLESS NETWORK OF OHIO, LLC 225 W. Washington, Suite 1285

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SYMBOLS

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

D - Delete or discontinue.

Change resulting in an increase to a customer's bill.

M - Moved from another rate sheet location.

N - New.

R - Change resulting in a reduction to a customer's bill.

T - Change in text or regulation but no change in rate or charge.

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225 W. Washington, Suite 1285

RATE SHEET FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the rate sheet. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its rate sheet approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2. 2.1 2.1.1 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a) 2.1.1.A.1.(a).l. 2.1.1.A.1.(a).l.(i). 2.1.1.A.1.(a).l.(i).

D. Check Sheets - When a rate sheet filing is made with the FCC, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the sheets contained in the rate sheet, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The rate sheet user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FCC.

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Issued under authority of the Public Utilities Commission of Ohio,

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Issued by:

Daniel Meldazis, Director Regulatory Affairs PEERLESS NETWORK OF OHIO, LLC 225 W. Washington, Suite 1285 Chicago, IL 60606

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this rate sheet for the Access Services of this Company are defined below.

Access Code: A uniform seven-digit code assigned by the Company to an individual Customer. The seven-digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

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

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: Refers to the Public Utility Commission of Ohio

Common Channel Signaling (CCS): A high-speed packet switched communications network that is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: PEERLESS NETWORK OF OHIO, LLC, issuer of this rate sheet

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

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Dated ______ in Case No. 08-0611-TP-ACE

Dated ______ in Case No. <u>08-0611-1P-ACE</u>

Issued by: Daniel Meldazis, Director Regulatory Affairs PEERLESS NETWORK OF OHIO, LLC

225 W. Washington, Suite 1285

SECTION 1 – DEFINITIONS (continued)

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 rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunk side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center. Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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Issued by:

Daniel Meldazis, Director Regulatory Affairs PEERLESS NETWORK OF OHIO, LLC 225 W. Washington, Suite 1285 Chicago, IL 60606

SECTION 1 – DEFINITIONS (continued)

Local Traffic is "Local Traffic" under this rate sheet is: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Peerless Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective rate sheet.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

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.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariffed approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

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SECTION 1 – DEFINITIONS (continued)

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this rate sheet.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this rate sheet.

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

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

2.1.1 Scope

The Company's services offered pursuant to this Rate Sheet are furnished for Switched Access Service.

The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.1 Undertaking of Company (continued)

2.1.3 <u>Terms and Conditions</u>

- A. 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, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. 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.D below.
- D. 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

A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.1 Undertaking of Company (continued)

2.1.4 <u>Liability of the Company (continued)</u>

- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. 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.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.1 Undertaking of Company (continued)

2.1.4 <u>Liability of the Company (continued)</u>

- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this rate sheet, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this rate sheet.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this rate sheet including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this rate sheet.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.1 Undertaking of Company (continued)

2.1.4 <u>Liability of the Company (continued)</u>

- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- The Company shall not be liable for the Customer's failure to fulfill its obligations to N. take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.1 Undertaking of Company (continued)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.1 Undertaking of Company (continued)

2.1.6 Provisions of Equipment and Facilities (continued)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - 2. the reception of signals by Customer-provided equipment; or
 - network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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

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SECTION 2 - RULES AND REGULATIONS (continued)

2.1 Undertaking of Company (continued)

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

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

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

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SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 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 The Customer shall be responsible for:
 - A. the payment of all applicable charges pursuant to this rate sheet;
 - 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
 - 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 Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

- 2.3.1 The Customer shall be responsible for: (continued)
 - 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 Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.I.C above.

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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection 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 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 obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

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;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 25 percent interstate traffic and 75 percent intrastate traffic.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.3 <u>Jurisdictional Reporting (continued)</u>

B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 25 percent interstate traffic and 75 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.
- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.3 <u>Jurisdictional Reporting (continued)</u>

E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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.

2.4.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 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, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Customer Equipment and Channels (continued)

2.4.2 Station Equipment (continued)

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or 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

Interconnection provides the ability for another local exchange carrier to connect to the facilities and equipment of the Company for the mutual exchange of traffic. To qualify, traffic terminating on the Company's network must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company. Rules governing Interconnection are set forth in the Commission Local Service Guidelines.

2.4.4 Inspections

A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Customer Equipment and Channels (continued)

2.4.4 <u>Inspections (continued)</u>

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken.

If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

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

A. Taxes

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

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

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Daniel Meldazis, Director Regulatory Affairs PEERLESS NETWORK OF OHIO, LLC

225 W. Washington, Suite 1285

SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.2 Billing and Collection of Charges (continued)

Nonrecurring Charges are due and payable within 25 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 25 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 25 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.3 Refusal and Discontinuance of Service (continued)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this rate sheet, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
 - Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1. (a-e), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
 - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
 - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

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SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.3 Refusal and Discontinuance of Service (continued)

- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
 - Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
 - Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users presubscribed to the Customer; or
 - V. Any other Fraudulent means or devices; or
- 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;
- 3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
- 4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Payment Arrangements (continued)

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

2.6 Allowances for Interruptions in Service

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

The Company will calculate the credit allowance after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to The Company.

A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which The Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages, which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Allowances for Interruptions in Service (continued)

2.6.1 <u>Limitations on Allowances</u>

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this rate sheet by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Transfers and Assignments

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

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SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Notices and Communications

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this rate sheet shall 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.
- 2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Resale to Local Exchange Carriers

SECTION 2.10 IS AVAILABLE ONLY TO CARRIERS, WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

The Company's retail services contained in the price list found in Ohio Tariff No. 1 are available to certified local exchange carriers at the applicable retail rates without discriminatory or anti-competitive conditions or limitations. Services not available for resale are those found in Section IXC of the Commission's Local Service Guidelines.

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Daniel Meldazis, Director Regulatory Affairs PEERLESS NETWORK OF OHIO, LLC

225 W. Washington, Suite 1285

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this rate sheet. These charges are in addition to other applicable charges set forth in other sections of this rate sheet.

3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

- A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Nonrecurring Charges will apply for the new service, and a new minimum period will be established:
 - 1. A change in the identity of the Customer of record; or
 - 2. A move by the Customer to a different building.
- B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly-billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Nonrecurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (continued)

3.2 Miscellaneous Charges (continued)

3.2 Miscellaneous Charges

Non-recurring Charges

Customer Requested Due Date Change ^{1, 2}	\$50
Customer Requested Expedite ^{1, 2}	\$50
Cancellation (after 3 business days from order placement) ²	\$50
Design Change, DS0/DS1 ²	\$100
Design Change, DS3 and higher ²	\$150
Administrative Processing ²	\$100

- 1 Company Due Date Change Policy No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.
- For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements

4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

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Issued b	y: Daniel Meldazis, Directo	

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SECTION 4 - SWITCHED ACCESS SERVICE (continued)

4.2 Provision and Description of Switched Access Service Arrangements (continued)

4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0-and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

- 4.3.1 <u>Design Layout Report</u>: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.
- 4.3.2 <u>Acceptance Testing</u>: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C message noise, 3-tone slope, d.c. continuity and operational signaling.

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SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Nonrecurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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SECTION 5 - SWITCHED ACCESS RATES (continued)

5.2 **Rate Categories**

5.2.1 The Company provides originating and terminating switched access service based on aggregate traffic volumes.

5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Database Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX database.

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5.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center-(indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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5.4

CARRIER TO CARRIER SERVICES TARIFF

Rates and Charges			
5.4.1	Local Switching		
	Originating, per minute	\$0.005820	
	Terminating, per minute	\$0.005820	
5.4.2	Toll-Free 8XX Data Base Query		
	Toll Free Database Query	\$0.002294	per query
5.4.3	End Office Switching		
	Carrier Common Line	\$0.000000	
	Information Surcharge	\$0.000000	

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5.4 Rates and Charges (continued)

5.4.4 Switched Transport

Entrance Facility (Per DS1)

Monthly recurring \$227.00

Nonrecurring \$1,010.00 (First)

\$950.00 (Additional)

Direct Transport (Per DS1)

Dedicated Transport - Termination

Monthly recurring \$81.00

Nonrecurring \$310.00 (First)

\$250.00 (Additional)

Dedicated Transport - Facility, per mile \$25.00
Dedicated Tandem Port - per port \$133.80
Dedicated Trunk Port - per port \$120.25

Common Transport

Access Order Charge \$60.00

Nonrecurring trunk charges \$115.00 (First)

\$40.00 (Additional)

Tandem Switched Transport -

Termination per minute \$0.000244

Tandem Switched Transport -

Facility, per minute, per mile \$0.000044
Tandem Switching, per minute \$0.001033
Common Transport Multiplexing, per minute \$0.000042

Common Trunk Port, per minute \$0.000369 Interconnection charge, per minute \$0.000000

5.4.5 Carrier Common Line

-Terminating per Access Minute \$0,000000 -Originating per Access Minute \$0,000000

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EXHIBIT B Description of Services (Exhibit B-1 through B-6)

EXHIBIT B-1 Service will be provisioned via resale

Peerless Network of Ohio, LLC's ("Applicant") service will be provided via the Company's own facilities, facilities leased from other carriers and resale of the incumbent local service providers ("ILECs").

Peerless Network of Ohio, LLC services will be provisioned by several means. This will give the Company flexibility in initiating service to its customers depending on the market circumstances.

EXHIBIT B-2 Description of Proposed Services

Initially, Peerless Network of Ohio, LLC plans to offer local exchange services to business customers located in the territories of AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North. Exchange services to be offered include but will not be limited to: (i) local exchange access services to single-line and multi-line business customers at various points in the specified service areas; and (ii) local exchange usage services to customers of Applicant' end user access services.

In addition to the above, Applicant, through interconnection with other carriers, will offer dual party relay service; 911 Emergency Services; directory assistance and operator assisted calls; and toll free calling.

Applicant also seeks authority to offer a full range of "1+" interexchange telecommunications services on a resale basis. Specifically, Applicant seeks authority to provide MTS, out -WATS, in-WATS, and Calling Card services.

Applicant will provide interexchange carrier access services, both intraLATA and intrastate within the boundaries of the State of Ohio. The applicant will further provide tandem transit services within Ohio between carriers interconnecting with the applicant.

EXHIBIT B-3Statement about the provision of CTS services

	Applicant does not seek authority for the provision of CTS service by means of this application.
\boxtimes	Applicant is also filing for CTS authority in this Case filing.

EXHIBIT B-4 Description of the proposed market area

The applicant proposed to provide service in all areas in the State of Ohio serviced by AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq and Verizon North.

EXHIBIT B-5

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

Granting this application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio. Peerless Network of Ohio, LLC will provide business customer high quality, cost effective local exchange telecommunications service, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These very real benefits work to maximize the public interest by providing continuing incentive for carriers to reduce costs, while simultaneously promoting the availability of potentially desirable services.

EXHIBIT B-6

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

The Applicant intends to service business customers.

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.

CROCKER & CROCKER, P.C.

ATTORNEYS AT LAW
THE KALAMAZOO BUILDING
107 W. MICHIGAN AVENUE, 4TH FLOOR
KALAMAZOO, MICHIGAN 49007
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PATRICK D. CROCKER patrick@crockerlawfirm.com

July 17, 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,

CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/tdd

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

DATE: 05/23/2007 DOCUMENT ID 200714203724

DESCRIPTION AMEND/ARTICLES-ORGANIZATION/DOM. LLC (LAM)

FILING 50.00 EXPED 00 PENALTY

CERT

COPY .00

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)

Document No(s):

AMEND/ARTICLES-ORGANIZATION/DOM. LLC

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.

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)

www.sos.state.oh.us e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)			
Mail Fon	n to one of the Following:		
0	PO Box 1390		
O Yes	Columbus, OH 43216		
*** R	equires an additional fee of \$100 ***		
⊕ No	PO Box 1028		
	Columbus, OH 43216		

e-mail: busserv@sos	s.state.oh.us		₩ NO	Columbus, OH 43216
	Amendment /	ity Company Certificate (Restatement / Correction mestic or Foreign)	of n	2087 MAY 2
		iling Fee \$50.00		
(CHECK ONLY ONE	E (1) BOX)			N
(1) Domestic Limited Amendment (Liability Company 129-LAM)	(2) Foreign Limited Liability Compa Correction (135-LFC)	ny	P
Restatement (142-LRA)			5
	April 12, 2006	(Home State)	(Qualifyir	g in Ohio on MM/DD/(Y)
	(Date of Organization)			
The undersigned auti	nonzed representative of	Common Pointe Networks of Ohio	161	5272 (Registration Number)
The above stated Limite certificate, and hereby of the following:	ed Liability Company does hereby rertifies that the above named Lin	certify that the undersigned is duly author	orized to e nend 🗀	execute this Restate Correct
Complete the informat	ion in this section if box (1) Re	statement is checked, all sections bet	ow must	be completed.
f box (1) Amendment	or box (2) Correction is checke	d only complete sections that applies		
FIRST: The name	of said limited liability compar	y shall be:		
	letwork of Ohio, LLC			
(the name mu	ust include the words "limited liability	company", "limited", "Ltd.", "Ltd", "LLC", or "L	L C.")	
SECOND: (OPTIONA	L) This limited trability compar	ny shall exist for a period of		
THIRD: The address any bylaws	ss to which interested persons s of this limited liability compar	may direct requests for copies of an y is (OPTIONAL):	y operati	ng agreement and
(street addres	35)	NOTE: P.O. Box Addresse:	s are NOT	acceptable.
(city, township, or village)	(state) (zip coo	de)	
Please check if addit	ional provisions attached hereto are	incorporated herein and made a part of these	e articles of	forganization.
OURTH: Purpose (6	OPTIONAL)			
•				

543

Page 1 of 2

Last Revised: May 2002

Complete the information in the appoint a statutory agent	his section if box (2) is checked and the Limited	Liability Company wants to
		
ompany may be served in the s	eby appoints the following as its agent upon whom tate of Ohio The name and complete address of	process against the limited liability the agent is:
(Name)		
(Street)	OUTE: PO Box Addresses are NOT acceptable.	
(City vittage or township)	(Siete) (Z)) p Code)
The limited liability company irrevaulthority of the agent continues,	vocably consents to service of process on the ager and to service of process upon the OHIO SECRE	nt listed above as long as the TARY OF STATE if:
A. the agent cannot i B. the limited liability		On required to do as
REQUIRED Must be authenticated (signed) by an authorized representative (See Instructions)	Tuhand At	May 3, 2007
	Richard F. Knight (Print Name)	
	Authorized Representative	
	(Print Name)	Date
	Authorized Representative	Date
	(Print Name)	

543

Page 2 of 2

Last Revised: May 2002

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 Number 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 17th day of July, A.D. 2008

Ohio Secretary of State

Validation Number: V2008198J5D1D3

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

4:13 PM 05/15/08 Accrual Basis

Peerless Network, LLC Summary Balance Sheet

As of April 30, 2008

ASSETS

Current Assets

Checking/Savings Other Current Assets

Total Current Assets

Apr 30, 08

Fixed Assets Other Assets

TOTAL ASSETS



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LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable
Other Current Liabilities

Total Current Liabilities



Long Term Liabilities

Total Liabilities



Equity

TOTAL LIABILITIES & EQUITY



UNAUDITED - PRIVILEGED AND CONFIDENTIAL

4:11 PM 05/15/08 Accrual Basis

Peerless Network, LLC Profit & Loss

April 2008

Apr 08 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 FO BOX 8043 FOYAL OAK MI 48068-8043

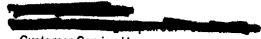
13293

Statemer

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

Account Number:

Contact Us



Customer Service Hours:

Mon. - Fri.: 7 a.m. - 9 p.m. E' Saturday: 7 a.m. - 2 p.m. E' Sunday: 10 a.m. - 4 p.m. E'

Web: NationalCity.com

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Important Information About Your Account

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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

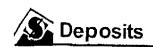
Returned deposited item: Domestic...\$10.00 per item



Automated Funds Manager

Account Summary for Beginning Balance as of Feb. 1, 2008 Deposits 3 items Miscellaneous Credits 42 items Checks 26 items Converted Checks 0 items ACH Transfers 16 items Wire Transfers 3 items Other Debits and Transfers 21 items Ending Balance as of Feb. 29, 2008





Date	Amount	Date	Amount
02/05		02/19	
02/13			

Total: 3 items for

OTHER

Miscellaneous Credits

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

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Continued

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

OTHER

Miscellaneous Credits (continued)

Date	Description	Amount
02/27	Sweep INT/DIV Payment	
02/28	Sweep Investment Credit	
02/28	Sweep INT/DIV Payment	
02/29	Sweep Investment Credit	The state of the s
02/29	Sweep INT/DIV Payment	
		Total: 42 items for



Checks and Converted Checks

Checks

Check No.	Amount	Date
		02/01
		02/11
	مالانتان	02/14
		02/11
		02/20
		02/06
		02/05
		02/06
	To contrast the state of the	02/07
		02/08
	4	02/11
		02/13
		02/14

Check No.	Amount	Date
		02/14
		02/12
		02/19
		02/20
		02/19
		02/15
		02/20
		02/27
		02/25
		02/26
		02/26
	ر حص	02/29
		02/29
	Total: 26 items for	

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ACH ACH Transfers

Date	Description	Amount
02/01	Online Payment To Natl City Visa 1	
02/01	ACP TXFind Suc ACP - Tax	
02/01	ACP Payroll Fees ACP - Fees	
02/06	ACP Payroll Fees ACP - Foes	
02/11	ADP TX/Find Suc ADP - Tax	
02/11	ACP TX/Find Suc ACP - Tax	
02/12	ADP TX/Find Suc ADP - Tax	V
02/12	ADP TX/Find Suc ADP - Tax	
02/13	ADP Payroll Fees ADP - Fees	
02/19	Health Care Serv Obppaymt	

Continued



^{*}Indicates a gap in check sequence

ACH ACH Transfers (continued)

Date	Description	Amount
02/21	ACP TX/Find Suc ACP - Tax	
02/21	ACP TX/Find Suc ACP - Tax	
02/21	Analysis Charges Billing Period Ended 013108	
02/26	ADP TX/Find Suc ADP - Tax	
02/27	ACP Payroll Fees ACP - Fees	
02/28	Chicago Transit Debits	
		Total: 16 itama fau f

Wire Transfers

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

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OTHER

Other Debits and Transfers

Date	Description		Amount
02/01	Sweep Investment Debit		
02/04	Sweep Investment Debit		
02/05	Sweep Investment Debit		
02/06	Sveep Investment Debit		
02/07	Sweep Investment Debit		
02/07	Deposited Item Returned		
02/08	Sweep Investment Debit		
02/11	Sweep Investment Debit		
02/12	Sweep Investment Debit		
02/13	Sweep Investment Debit		
02/14	Sweep Investment Debit		
02/15	Sweep Investment Debit		
02/19	Sweep Investment Debit		
02/20	Sweep Investment Debit		
02/21	Sweep Investment Debit		
02/22	Sweep Investment Debit	4	
02/25	Sweep Investment Debit	: At give,	
02/26	Sweep Investment Debit		
02/27	Sweep Investment Debit	**	
02/28	Sweep Investment Debit		
02/29	Sweep Investment Debit	P. A. 7et	
		to the state	

Total: 21 items for



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

Account Number:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call the Telephone Barnking Center at the number listed on the front of this statement or write us at: National City Card Services, Attack

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 rust hear from you no latter than 60 days after we sent you the FRST 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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C37

National City

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

13243

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

Contact Us

Customer Service Hours:

Mon. - Fri.: 7 a.m. - 9 p.m. E' Saturday: 7 a.m. - 2 p.m. E' Sunday: 10 a.m. - 4 p.m. E'

Web: NationalCity.com

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HILLIAM HILLAND HILLAN

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Automated Funds Manager

Account Summary for

Beginning Balance as of Mar. 1, 2008

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

Ending Balance as of Mar. 31, 2008

Deposits (

Date Amo	 Amount
03/31	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

OTHER

Miscellaneous Credits

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

Continued

Miscellaneous Credits (continued)

Date	Description	Amount
03/06	Sweep Investment Credit	Amount
03/06	Sweep INT/DIV Payment	
03/07	Sweep Investment Credit	
03/07	Sweep INT/DIV Payment	
03/10	Sweep Investment Credit	
03/10	Sweep INT/DIV Payment	
03/11	Sweep Investment Credit	
03/11	Sweep INT/DIV Payment	
03/12	Sweep Investment Credit	
03/12	Sweep INT/DIV Payment	
03/13	Sweep Investment Credit	
03/13	Sweep INT/DIV Payment	
03/14	Sweep Investment Credit	
03/14	Sweep INT/DIV Payment	
03/17	Sweep Investment Credit	
03/17	Sweep INT/DIV Payment	
03/18	Sweep Investment Credit	
03/18	Wire Transfer Credit	
03/18	Sweep INT/DIV Payment	
03/19	Sweep Investment Credit	
03/19	Sweep INT/DIV Payment	
03/20	Sweep Investment Credit	
03/20	Sweep INT/DIV Payment	
03/21	Sweep Investment Credit	
03/21	Sweep INT/DIV Payment	
03/24	Sweep Investment Credit	
03/24	Sweep INT/IDIV Payment	
03/25	Sweep Investment Credit	
03/25	Sweep INT/DIV Payment	
03/26	Sweep Investment Credit	
03/26	Sweep INT/DIV Payment	
03/27	Sweep Investment Credit	
03/27	Sweep INT/DIV Payment	
03/28	Sweep Investment Credit	
03/28	Sweep INT/DIV Payment	
03/31	Sweep Investment Credit	Total: 43 items for
03/31	Sweep INT/DIV Payment	
		Total: 43 items for

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National City



Checks and Converted Checks

Checks

Check No.	Amount	Date	Check No.	Amount	Date
4		03/11			03/19
		03/06			03/18
		03/21			03/31
		03/21			03/18
		03/10			03/19
		03/03			03/17
	499	03/07			03/18
		03/13			03/19
		03/05			03/19
		03/05			03/25
	مخالات	03/07			03/20
		03/05	-		03/21
	المستقالة	03/10			03/18
		03/11			03/19
		03/07			03/24
		03/11			03/24
		03/12			03/25
		03/12		445	03/25
		03/11			03/31
		03/18			03/27
		03/12			03/28
		03/19			



*Indicates a gap in check sequence

ACH ACH Transfers

Date	Description	Amount
03/03	National City Payment	
03/06	ADP TX/Find Sic ADP - Tax	
03/06	ADP TX/Find Sic ADP - Tax	
03/07	ADP Payroll Fees ADP - Fees	
03/11	ADP TX/Find Suc ADP - Tax	
03/12	ADP Payroll Fees ADP - Fees	
03/20	ACP TX/Find Suc ACP - Tax	,
03/20	ADP TX/Find Suc ADP - Tax	
03/20	Analysis Charges Billing Period Ended 022908	
03/24	Health Care Serv Obppaymt	

Continued

Total: 43 items for

ACH ACH Transfers (continued)

Date	Description	Amount
03/26	ACP TX/Find Suc ACP -	, and an
03/26	ACP Payroll Fees ACP	
03/31	Chicago Transit Debits	
		Total: 13 items for

Wire Transfers

Amoun	Description	Date
	Wire Transfer Debit	03/18
	Wire Transfer Debit	03/19
	Wire Transfer Debit	03/27

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OTHER

Other Debits and Transfers

Date	Description	Amount
03/03	Sweep Investment Debit	Alloward
03/04	Sweep Investment Debit	
03 /0 5	Sweep Investment Debit	
03/06	Sveep Investment Debit	
03/07	Sweep Investment Debit	
03/10	Sweep Investment Debit	
03/11	Sweep Investment Debit	
03/12	Sweep Investment Debit	
03/13	Sweep Investment Debit	
03/14	Sweep Investment Debit	
03/17	Sweep Investment Debit	
03/18	Sweep Investment Debit	
03/19	Sweep Investment Debit	
03/20	Sweep Investment Debit	
03/21	Sweep Investment Debit	
03/24	Sweep Investment Debit	
03/25	Sweep Investment Debit	
03/26	Sweep Investment Debit	
03/27	Sweep Investment Debit	
03/28	Sweep Investment Debit	
03/31	Sweep Investment Debit	

Total: 21 items for



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

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,

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 FPST 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 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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National City

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

13154

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

Contact Us

Customer Service Hours:

Mon. - Fri.: 7 a.m. - 9 p.m. Ef Saturday: 7 a.m. - 2 p.m. Ef Sunday: 10 a.m. - 4 p.m. Ef

Web: NationalCity.com

0

HILLIAM HILLIA

✓

Automated Funds Manager

Account Summary for

Beginning Balance as of Ap	r. 1, 2008	
Deposits	3 items	
Miscellaneous Credits	20 items	
Checks	42 items	4
Converted Chedis	0 items	حث
ACH Transfers	16 items	
Wire Transfers	1 item	
Other Debits and Transfers	5 items	

Ending Balance as of Apr. 30, 2008

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Date	Amount
04/11	
04/17	

nount		Date
		04/24

Total: 3 items for

OTHER

🙉 Miscellaneous Credits

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

Continued

OTHER

Miscellaneous Credits (continued)

Date	Description	Amount
04/04	Sweep Investment Credit	- Tanoun
04/07	Sweep Investment Credit	
04/08	Sweep Investment Credit	
04/10	Sweep Investment Credit	
D4/11	Wire Transfer Credit	
04/11	Wire Transfer Credit	
24/16	Sweep Investment Credit	
)4/17	Sweep Investment Credit	
)4/21	Wire Transfer Credit	
)4/22	Sweep Investment Credit	
)4/23	Sweep Investment Credit	
X/24	Sweep Investment Credit	
14/25	Sweep Investment Credit	
4/28	Sweep Investment Credit	
4/29	Sweep Investment Credit	
4/30	Sweep Investment Credit	

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Total: 20 items for



Checks and Converted Checks

Checks

Check No.	Amount	Date
		04/17
*		04/23
	4	04/22
		04/08
		04/01
		04/01
		04/15
		04/10
		04/08
	9	04/07
		04/04
	مرحت	04/04
		04/03
765		04/21
		04/16
		04/16
		04/08
		04/14

Check No.	Amount	Date
		04/11
~		04/18
		04/16
	مراکست	04/16
		04/21
		04/16
		04/17
4		04/30
		04/23
4115	مروسي	04/21
		04/21
		04/23
		04/23
		04/24
		04/24
		04/21
		04/23
4		04/23

Continued

National City

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



Checks and Converted Checks (continued)

Checks

Check No.	Amount	Date
		04/18
		04/28
		04/25

Check No.	Amount	Date
		04/28
		04/29
	السينية ا	04/30

Total: 42 items for

ACH ACH Transfers

Date	Description	William Control
		Amount
04/02	National City Payment	
04/03	ADP TX/Find Sic ADP - Tax	
04/03	ACP TX/Find Suc ACP - Tax	
04/04	ADP Payroll Fees ADP - Fees	
04/08	ACP TX/Find Suc ACP - Tax	
04/09	ACP Payroll Fees ACP - Fees	
04/16	ADP TX/Find Suc ADP - Tax	
04/17	ACP TX/Find Suc ACP - Tax	
04/17	ACP TX/Find Suc ACP - Tax	
04/17	Tem Dor Fetax Fe Tax Pmt	
24/18	Health Care Serv Obppaymt	
04/18	Analysis Charges Billing Period Ended 033108	
04/22	ADP TX/Find Suc ADP - Tax E6Cd	
04/23	ADP Payroll Fees ADP - Fees 13Cd	
)4/25	National City Payment	
)4/25	Chicago Transit Debits	
		Total: 16 items for

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WIRES Wire Transfers

Date	Description	•
<u> </u>	Wire Transfer Debit	
		Total: 1 item for

^{*}Indicates a gap in check sequence

Other Debits and Transfers

Date	Description	A
04/01	Sweep Investment Debit	Amount
04/11	Sweep Investment Debit	
04/14	Sveep Investment Debit	
04/18	Sweep Investment Debit	P ₁
04/21	Sweep Investment Debit	BL/C
		Total: 5 items for

IN CASE OF EFFRORS 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,

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 FRST 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 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

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

Cente

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 cofounding 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 form 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 it its resale/interconnection agreements.

STATE OF OHIO PUBLIC SERVICE COMMISSION OF OHIO

<u>AFFIDAVIT</u>

STATE OF ILLINOIS	4)
)
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.

John Barnicle, CEO

My Commission Expires May 24, 2011

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

Notary Public

My Commission Expires: May 24, 2011

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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:

Physical street address:

City/State/Zip

Name of Contact Person:

Contact Person's Title:

Contact Person's Telephone:

Contact Person's Fax:

Contact Person's E-mail:

Type of negotiation desired:

State in which carrier wishes to do business:

State of incorporation:

State Certification:

Peerless Network of Ohio, LLC

225 W. Washington Street, Suite 1285

Chicago, IL 60606

Daniel Meldazis

Director Regulatory Affairs

312-506-0933

312-506-0931

dmeldazis@peerlessnetwork.com

Wireline interconnection agreement

Ohio

Delaware

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



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,

Same Auldery

Director Regulatory Affairs



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:

Physical street address:

City/State/Zip

Name of Contact Person:

Contact Person's Title:

Contact Person's Telephone:

Contact Person's Fax:

Contact Person's E-mail:

Type of negotiation desired:

State in which carrier wishes to do business:

State of incorporation:

State Certification:

Peerless Network of Ohio, LLC

225 W. Washington Street, Suite 1285

Chicago, IL 60606

Daniel Meldazis

Director Regulatory Affairs

312-506-0933

312-506-0931

dmeldazis@peerlessnetwork.com

Wireline interconnection agreement

Ohio

Delaware

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

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 Address 1 Address 2 City, State, Zip Account Number: xxxxxxx Amount Past Due: \$xxxx,xx

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 pas 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-5For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve

Company Name:	Peerless Network of Ohio, LLC	Select All AT&T Ohio
dba:	Select All United	d 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

ILEC	COUNTY	EXCHANGE	PMA
Arcadia	HANCOCK	Arcadia	
Arthur Mutual	PAULDING	Arthur	
NT&T Ohio	ADAMS	Winchester	X
NT&T Ohio	ATHENS	Nelsonville	X
NT&T Ohio	BELMONT	Barnesville	X
NT&T Ohio	BELMONT	Bellaire	X
AT&T Ohio	BELMONT	Bethesda	X
NT&T Ohio	BELMONT	Martins Ferry-Bridgeport	X
AT&T Ohio	BELMONT	Somerton	X
AT&T Ohio	BELMONT	St. Clairsville	X
T&T Ohio	BROWN	Aberdeen	X
AT&T Ohio	BROWN	Ripley	X
NT&T Ohio	BUTLER	Middletown	X
NT&T Ohio	BUTLER	Monroe	X
NT&T Ohio	BUTLER	Trenton	X
NT&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
T&T Ohio	CLARK	South Charleston	X
AT&T Ohio	CLARK	South Vienna	, il
	the contract of the contract o	en en en la compania de la compania	X
T&T Ohio	CLARK	Springfield	X
T&T Ohio	CLARK	Tremont City	X
T&T Ohio	COLUMBIANA	Columbiana	X
T&T Ohio	COLUMBIANA	East Liverpool	X
T&T Ohio	COLUMBIANA	East Palestine	X
T&T Ohio	COLUMBIANA	Leetonia	X
T&T Ohio	COLUMBIANA	Lisbon	X
NT&T Ohio	COLUMBIANA	New Waterford	X
NT&T Ohio	COLUMBIANA	Rogers	X
NT&T Ohio	COLUMBIANA	Salem	X
NT&T Ohio	COLUMBIANA	Salineville	X
AT&T Ohio	COLUMBIANA	Wellsville	X
NT&T Ohio	COSHOCTON	Conesville	X
NT&T Ohio	COSHOCTON	Coshocton	X
NT&T Ohio	COSHOCTON	West Lafayette	X
NT&T Ohio	CUYAHOGA	Bedford	X
AT&T Ohio	CUYAHOGA	Berea	X
AT&T Ohio	CUYAHOGA	Brecksville	X
NT&T Ohio	CUYAHOGA	Chagrin Falls	X
AT&T Ohio	CUYAHOGA	Cleveland	X
NT&T Ohio	CUYAHOGA	Gates Mills	X
NT&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
AT&T Ohio	CUYAHOGA	Terrace	x

T&T Ohio	CUYAHOGA	Trinity
T&T Ohio	CUYAHOGA	Victory
T&T Ohio	ERIE	Bloomingville
T&T Ohio	ERIE	Castalia
T&T Ohio	ERIE	Sandusky
T&T Ohio	FAIRFIELD	e e e e e e e e e e e e e e e e e e e
T&T Ohio	FAIRFIELD	
		Lancaster
T&T Ohio	FAIRFIELD	Rushville
T&T Ohio	FAIRFIELD	Sugar Grove
T&T Ohio	FAYETTE	Bloomingburg
T&T Ohio	FAYETTE	Jeffersonville
T&T Ohio	FAYETTE	Milledgeville
T&T Ohio	FAYETTE	House
T&T Ohio	FRANKLIN	Alton
T&T Ohio	FRANKLIN	oren erren errelagaren errelagiotakoa birrilarria birrilarria birrilarria birrilarria birrilarria birrilarria b
T&T Ohio		
	FRANKLIN	Columbus
T&T Ohio	FRANKLIN	Dublin
T&T Ohio	FRANKLIN	Gahanna
T&T Ohio	FRANKLIN	Grove City
T&T Ohio	FRANKLIN	Groveport
T&T Ohio	FRANKLIN	Harrisburg
T&T Ohio	FRANKLIN	Hilliard
T&T Ohio	FRANKLIN	
T&T Ohio		
the state of the s	FRANKLIN	New Albany
T&T Ohio	FRANKLIN	Reynoldsburg
T&T Ohio	FRANKLIN	Westerville
T&T Ohio	FRANKLIN	Worthington
T&T Ohio	GALLIA	Cheshire
T&T Ohio	GALLIA	Gallipolis
T&T Ohio	GALLIA	Guyan
T&T Ohio	GALLIA	Rio Grande
T&T Ohio	GALLIA	
er e		Vinton
T&T Ohio	GALLIA	Walnut
T&T Ohio	GEAUGA	Burton
T&T Ohio	GEAUGA	Chesterland
T&T Ohio	GREENE	Beavercreek
T&T Ohio	GREENE	Bellbrook
T&T Ohio	GREENE	Bowersville
T&T Ohio	GREENE	Cedarville
T&T Ohio	GREENE	Fairborn
		interes interes en enferir interes en energene en en encourage
T&T Ohio	GREENE	Jamestown
T&T Ohio	GREENE	Spring Valley
T&T Ohio	GREENE	Xenia
T&T Ohio	GREENE	Yellow Springs-Clifton
T&T Ohio	HANCOCK	Findlay
T&T Ohio	HIGHLAND	Belfast
T&T Ohio	HIGHLAND	Danville [HIG]
T&T Ohio	HIGHLAND	
		Hillsboro
T&T Ohio	HIGHLAND	Marshall
T&T Ohio	HIGHLAND	Rainsboro
T&T Ohio	HIGHLAND	Sugar Tree Ridge
T&T Ohio	HOCKING	Murray City
T&T Ohio	JEFFERSON	Mingo Junction
T&T Ohio	JEFFERSON	Steubenville
T&T Ohio	JEFFERSON	titit territit til til til som om
		anna anna ann ann fhailtean ann an an an ann ann an ann an ann an a
T&T Ohio	LAKE	Leroy
T&T Ohio	LAKE	Mentor
T&T Ohio	LAKE	Painesville
T&T Ohio	LAKE	Wickliffe
T&T Ohio	LAKE	Willoughby

AT&T Ohio	LAWRENCE	Arabia
AT&T Ohio	LAWRENCE	Ironton
AT&T Ohio	LUCAS	Holland
AT&T Ohio	LUCAS	Maumee
AT&T Ohio	LUCAS	Toledo
AT&T Ohio	LUCAS	Whitehouse
AT&T Ohio	MADISON	northern nature of the complete of the control of t
AT&T Ohio	in the composition of the compos	London
	MADISON	Sedalia
AT&T Ohio	MADISON	South Solon
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T&T Ohio	MONTGOMERY	Centerville [MOT]
T&T Ohio	MONTGOMERY	Dayton
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Conneaut	ASHTABULA	Conneaut
Continental	PAULDING	Grover Hill
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Doylestown	WAYNE	Doylestown
Farmers Mutual	HENRY	Okolona
Fort Jennings	PUTNAM	Fort Jennings
Germantown	MONTGOMERY	Germantown
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Orwell	HANCOCK	Mount Cory
Orwell	PUTNAM	Belmore
Orwell	PUTNAM	Gilboa
Orwell	PUTNAM	Leipsic
Orwell	PUTNAM	Pandora
Orwell	TRUMBULL	North Bloomfield
Ottoville Mutual	PUTNAM	Cloverdale
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Pattersonville	CARROLL	Pattersonville
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Sycamore	SENECA	McCutcheonville
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Verizon North	HIGHLAND	Lynchburg
Verizon North	HIGHLAND	Mowrystown
Verizon North	HIGHLAND	Sinking Spring
√erizon North	HOCKING	Laurelville
Verizon North	HOCKING	Logan
Verizon North	HOLMES	Berlin
Verizon North	HOLMES	Lakeville
Verizon North	HURON	Bellevue
Verizon North	HURON	Greenwich
/erizon North	HURON	Monroeville
Verizon North	HURON	New London
Verizon North	HURON	Norwalk
	and the state of the first and the state of	
/erizon North	HURON	Wakeman
/erizon North	HURON	Willard
/erizon North	JACKSON	Jackson
/erizon North	JACKSON	Oak Hill
/erizon North	JACKSON	Wellston
/erizon North	JEFFERSON	Adena
/erizon North	JEFFERSON	Amsterdam
/erizon North	JEFFERSON	Bergholz
/erizon North	JEFFERSON	Brilliant
/erizon North	JEFFERSON	Dillonvale-Mt. Pleasant
erizon North	JEFFERSON	Knoxville
erizon North	JEFFERSON	
erizon North		Richmond
and the second of the second o	JEFFERSON	Smithfield
erizon North	JEFFERSON	Tiltonsville
erizon North	LAWRENCE	Chesapeake
erizon North	LORAIN	Grafton
erizon North	LORAIN	North Eaton
/erizon North	LORAIN	Oberlin
/erizon North	LORAIN	Wellington
/erizon North	LUCAS	Curtice-Oregon
/erizon North	LUCAS	Sylvania
/erizon North	MADISON	Resaca
/erizon North	MARION	Green Camp
/erizon North	MARION	
/erizon North	interior to the control of a great control of the c	Larue
	MARION	Marion
erizon North	MARION	Morral
/erizon North	MARION	Prospect
erizon North	MARION	Waldo
/erizon North	MEDINA	Brunswick
/erizon North	MEDINA	Chatham
/erizon North	MEDINA	Homerville
/erizon North	MEDINA	Lodi
/erizon North	MEDINA	Medina
/erizon North	MEDINA	Seville
/erizon North	MEDINA	in the contract of the contrac
/erizon North	ti tertitek til til til til gjeller eller el	Sharon Center
/erizon North	MEDINA	Spencer
and the contract of the company of the contract of the contrac	MEDINA	Valley City
erizon North	MEDINA	Wadsworth
erizon North	MEDINA	Westfield Center
erizon North	MEIGS	Letart Falls
erizon North	MEIGS	Pomeroy
erizon North	MEIGS	Portland
erizon North	MERCER	Celina
/erizon North	MERCER	Coldwater
erizon North	MERCER	Fort Recovery
erizon North	MERCER	Maria Stein
erizon North	MERCER	Mendon
~	MIAMI	INCHIONI

Verizon North	MIAMI	Tipp City
Verizon North	MIAMI	Troy
Verizon North	MIAMI	West Milton
Verizon North	MONTGOMERY	Brookville
Verizon North	MONTGOMERY	Englewood)
Verizon North	MONTGOMERY	Farmersville)
Verizon North	MONTGOMERY	Liberty
Verizon North	MONTGOMERY	New Lebanon
Verizon North	MONTGOMERY	Phillipsburg)
Verizon North	MONTGOMERY	Trotwood
Verizon North	MUSKINGUM	New Concord
Verizon North	NOBLE	Caldwell
Verizon North	NOBLE	Dexter City
Verizon North	NOBLE	Summerfield)
Verizon North	OTTAWA	
Verizon North	OTTAWA	international de la companya della c
Verizon North	OTTAWA	Genoa)
Verizon North	The second was a second control of the secon	Marblehead >
venzon North	OTTAWA	Oak Harbor
	OTTAWA	Port Clinton
Verizon North	OTTAWA	Put-In-Bay
Verizon North	PAULDING	Antwerp
Verizon North	PAULDING	Payne
Verizon North	PICKAWAY	Ashville
Verizon North	PICKAWAY	Circleville
Verizon North	PICKAWAY	Williamsport
Verizon North	PIKE	Beaver
Verizon North	PIKE	ldaho)
/erizon North	PIKE	Piketon)
Verizon North	PIKE	Waverly)
Verizon North	PORTAGE	Garrettsville)
Verizon North	PREBLE	Gratis)
Verizon North	PREBLE	Lewisburg >
Verizon North	PREBLE	West Alexandria
Verizon North	RICHLAND	Plymouth
Verizon North	SANDUSKY	Clyde
Verizon North	SANDUSKY	Gibsonburg >
Verizon North	SANDUSKY	Helena)
Verizon North	SCIOTO	Portsmouth
Verizon North	SENECA	Attica >
Verizon North	SENECA	Bettsville
Verizon North	SENECA	Bloomville
Verizon North	SENECA	Republic
Verizon North	STARK	Beach City
√erizon North	STARK	* * * * * * * * * * * * * * * * * * * *
Verizon North	STARK	
Verizon North		Minerva)
and the first of the control of the	STARK	Paris)
Verizon North	STARK	Wilmot
/erizon North	SUMMIT	Montrose [SUM]
/erizon North	TUSCARAWAS	Baltic
/erizon North	TUSCARAWAS	Bolivar
/erizon North	TUSCARAWAS	Mineral City
erizon North	TUSCARAWAS	New Philadelphia
/erizon North	TUSCARAWAS	Strasburg)
/erizon North	TUSCARAWAS	Sugarcreek
/erizon North	UNION	Plain City
/erizon North	UNION	Richwood
/erizon North	VAN WERT	Convoy
Verizon North	VAN WERT	Ohio City
/erizon North	VAN WERT	Scott
/erizon North	VAN WERT	Willshire-Wren

Verizon North	VINTON	McArthur
Verizon North	VINTON	Wilkesville
Verizon North	WASHINGTON	Barlow
Verizon North	WASHINGTON	Beverly
Verizon North	WASHINGTON	Lowell
Verizon North	WASHINGTON	Lower Salem
Verizon North	WASHINGTON	Watertown
Verizon North	WAYNE	Burbank
Verizon North	WAYNE	Congress
Verizon North	WAYNE	Creston
Verizon North	WAYNE	West Salem
Verizon North	WILLIAMS	Bryan
Verizon North	WILLIAMS	Edgerton
Verizon North	WILLIAMS	Edon
Verizon North	WILLIAMS	Evansport
Verizon North	WILLIAMS	Montpelier
Verizon North	WILLIAMS	Pioneer
Verizon North	WILLIAMS	West Unity
Verizon North	WOOD	Bowling Green
Verizon North	WOOD	Grand Rapids
Verizon North	WOOD	Haskins-Tontogany
Verizon North	WOOD	North Baltimore
Verizon North	WOOD	Pemberville
Verizon North	WOOD	Wayne-Bradner
Verizon North	WOOD	Weston
Verizon North	WYANDOT	e di kalandara Taraha da kacamatan da kalandara kenada kenada kenada kenada kenada kenada kenada kenada kenada
Verizon North	WYANDOT	Carey
Verizon North	WYANDOT	Harpster
Verizon North	WYANDOT	Nevada
Wabash Mutual	MERCER	Wharton Wabash
Windstream Ohio	CHAMPAIGN	eraka da ada ada kalandaran beraran be
Windstream Ohio	FULTON	St. Paris
Windstream Ohio	t of the territory and the transfer of the contract of the con	Chesterfield
Windstream Ohio	FULTON	Delta
Windstream Ohio	FULTON	Neapolis
1 1 1 1 1 1 1 2 1 2 1 3 1 3 1 3 1 3 1 1 1 1	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	
Windstream Western Reserve	ASHTABULA	Paulding Ashtabula
Windstream Western Reserve	ASHTABULA	Ashtabula
Windstream Western Reserve		Austinburg
Windstream Western Reserve	ASHTABULA	Dorset
Windstream Western Reserve	ASHTABULA	Geneva
	ASHTABULA	Kingsville
Windstream Western Reserve	ASHTABULA	Pierpont
Windstream Western Reserve	ASHTABULA	Rock Creek
Windstream Western Reserve	ASHTABULA	Trumbull
Windstream Western Reserve	ATHENS	Coolville
Vindstream Western Reserve	BELMONT	Centerville [BEL]
		Y & #
Windstream Western Reserve	BELMONT	Morristown
	BELMONT BELMONT GEAUGA	Morristown Powhatan Point

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

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

Windstream Western Reserve	GEAUGA	Chardon	}
Windstream Western Reserve	GEAUGA	East Claridon	S. C. C. S. Z. Sandari and Sandari and Antonio and Ant
Windstream Western Reserve	GEAUGA	Huntsburg	The state of the s
Windstream Western Reserve	GEAUGA	Middlefield	
Windstream Western Reserve	GEAUGA	Montville	t det et skrivet en
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	was to the first the same was a second to the same of
Windstream Western Reserve	GUERNSEY	Old Washington	****
Windstream Western Reserve	GUERNSEY	Quaker City	The state of the s
Windstream Western Reserve	HARRISON	Hopedale	* * * * * * * * * * * * * * * * * * *
Windstream Western Reserve	JEFFERSON	Bloomingdale	******
Windstream Western Reserve	LAKE	Madison	
Windstream Western Reserve	LAKE	Perry	
Windstream Western Reserve	MEDINA	Hinckley	A first of the first term of the contract of t
Windstream Western Reserve	MEIGS	Chester	THE PERSON NAMED IN COLUMN TO STATE OF THE PERSON NAMED I
Windstream Western Reserve	PORTAGE	Aurora	
Windstream Western Reserve	PORTAGE	Hiram	Section 2010
Windstream Western Reserve	SUMMIT	Hudson	
Windstream Western Reserve	SUMMIT	Northfield	to to the first term to the energy of many and many many many many
Windstream Western Reserve	SUMMIT	Peninsula	Control of the contro
Windstream Western Reserve	SUMMIT	Richfield	Mark Mark 1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (
Windstream Western Reserve	SUMMIT	Twinsburg	****************************
Windstream Western Reserve	TRUMBULL	Mesopotamia	
Windstream Western Reserve	WASHINGTON	Little Hocking	

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.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/17/2008 4:25:45 PM

in

Case No(s). 08-0891-TP-ACE

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