Docket No. 05-0442
ICC Staff Exhibit 4.0

VERIFIED STATEMENT

OF

GENIO STARANCZAK

PRINCIPAL ECONOMIST

TELECOMMUNICATIONS DIVISION

ILLINOIS COMMERCE COMMISSION

VERIFIED PETITION FOR ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS AND RELATED ARRANGEMENTS PURSUANT TO SECTION 252(B) OF THE TELECOMMUNICATIONS ACT OF 1996.

ISSUES:

2, 13, 14, 15, 33, & 34

DOCKET NO. 05-0442

AUGUST 18, 2005

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I. Witness Identification

Q. What is your name, title and business address?

A. My name is Genio Staranczak. I work for the Illinois Commerce Commission as principal economist in the Telecommunications Division. My business address is 527 East Capitol Avenue, Springfield, Illinois 62701.

Q. Please describe your educational background and previous job responsibilities.

A. I earned my Bachelor of Arts degree in economics from Lakehead University in 1972 and a Doctor of Philosophy degree in economics from Queen's University, Kingston, Ontario, Canada in 1979. In 1977, I began a 20-year career with Bell Canada as an economic forecaster first on a regional and then on a national basis. During the six years I worked directly on economic forecasting, I participated in a series of yearly rate cases.

In 1983, I worked on special assignment to examine economic policy issues related to a forthcoming long-distance competition regulatory proceeding and drafted testimony in this regard. In 1986, I became Director - Policy and Performance where I continued to analyze telecom policy issues, conducted total factor productivity studies, price responsiveness analyses and was responsible for developing revenue forecasting methodologies. For the years 1986-1995, I

worked on other regulatory issues such as expanded local calling areas, measured local service, costing studies as well as participating in another general rate case and working on revenue forecasting issues. During this period I published two articles in telecommunications journals on competition and rate rebalancing. I also participated in a number of telecom industry conferences as a speaker. In addition, for eight years, I was a member of Statistics Canada Price Advisory Committee, which counsels the government on measurement methodologies for the consumer price index.

In 1995, I became Director of Price Cap Regulation and was primarily responsible for putting together the price cap formula in Bell Canada's alternative regulation proceeding. I also authored the methodology used for measuring total factor productivity and input prices adopted by Bell Canada and most other Canadian telephone companies who participated in the price cap proceeding. In addition, I advised on other alternative regulation issues including construction of the baskets, pricing flexibility and rate rebalancing. From 1997 to 2000, I was Director of Long-Term Forecasting for the US economy at the WEFA group, a macroeconomic forecasting and consulting firm based in the Philadelphia area. I joined the Staff of the Illinois Commerce Commission in September of 2000.

Q. Have you previously testified before the Illinois Commerce Commission?

A. Yes. I filed testimony in the alternative regulation proceeding, Docket No. 98-0252/0335, in the universal service proceeding (USF), Docket No. 00-0233/0335 consolidated, in the MAG order proceeding, Docket No. 01-0808, in the 271 case, Docket No. 01-0662, in the UNE case, Docket No. 02-0864, in the AT&T arbitration case, Docket No. 03-0329 and in the Alhambra USF case, Docket No. 04-0354.

II. PURPOSE OF TESTIMONY

Q. What is the purpose of your testimony?

A. My testimony will address arbitration issues 2, 13, 14, 15, 33 and 34.

III. Issues

(a) Issue 2 (a): Scope of FCC Rules for FTTH, FTTC and Hybrid Loops

Q. What are the positions of the parties on issue 2(a)?

A. The CLECs contend that the Federal Communications Commission's (FCC's) unbundling relief for fiber-to-the-home (FTTH), fiber-to-the-curb (FTTC) and hybrid loops is limited to the mass market as stated repeatedly by the FCC in its

orders.[1] SBC Illinois (SBCI) contends the FCC has determined that incumbents are only required to provide unbundled access to FTTH or FTTH loops if (a) SBC Illinois has deployed a FTTH/FTTC Loop (b) The FTTH/FTTC Loop is deployed in an overbuild that is parallel to, or in replacement of, an existing cooper loop facility and (c) SBC Illinois has retired the existing copper loop facility[2]. According to SBCI, the Federal Communications Commission (FCC) did not limit the scope of its rules on FTTH, FTTC and Hybrid Loops to those loops serving "mass market customers" since the FCC in TRO Errata clarified the definition of a FTTH loop as a fiber loop "serving an end user's customer's premises"[3].

Q. Please discuss issue 2(a).

A. The FCC in a TRO errata clarified the definition of a FTTH loop as a fiber loop "serving an end user's customer's premises"[4]. By removing the word residential from its FTTH definition the FCC seemed to imply that its unbundling relief is not limited to residential or indeed mass market customers since the term "end user's" is not qualified in any way.

On the other hand, in the Multiple Dwelling Unit (MDU) Order,[5] an Order issued after the TRO, the FCC decided to "…to include predominantly residential MDUs

[1] CLEC IB at 8.
[2] SBCI IB at 24.
[3] SBCI IB at 25.
[4] See TRRO, Errata (rel. Sept. 17, 2003), nos. 37, & 38.
[5] MDU Reconsideration Order, 19 FCC Rcd 15, 856, 2004 FCC LEXIS 4506, (rel. Aug. 9, 2004) ("MDU Order").

in our FTTH rules…[because] …not requiring unbundling for fiber loops serving predominantly residential MDUs furthers the goals of Section 706."[6] This statement clearly indicates that the FCC differentiates between MDUs that are predominantly residential from MDUs that are not predominantly residential when interpreting its TRO conclusions with respect to unbundling relief. If the FCC wanted its FTTH or FTTC unbundling relief conclusions to apply to all customers, mass market and enterprise, there is no reason for the FCC to distinguish predominantly residential MDUs from other MDUs, since all MDU dwellings, whether residential or business, would qualify for unbundling relief in that case.

Later in the MDU Order the FCC articulates the reasons it believes unbundling relief is appropriate for mass market customers but not for enterprise customers by concluding that "…tailoring FTTH relief to predominantly residential MDUs is more appropriate than a single, categorical rule covering all types of multiunit premises. A categorical rule would retain disincentives to deploying broadband to millions of consumers contrary to the goals of section 706 or would eliminate unbundling for enterprise customers where the record shows additional investment incentives are not needed."[7] These statements suggest that the FCC lifted unbundling rules for mass market customers because the FCC feared that unbundling requirements for mass market customers would discourage ILECs from deploying broadband to mass market customers. Similarly, the statements imply that the FCC did not lift unbundling requirements for enterprise customers

[6] MDU Order, ¶ 7.

because, even if ILECs were required to unbundle for enterprise customers, they still had a strong incentive to deploy broadband to this type of customer. Since the FCC distinguishes residential customers from non-residential customers when discussing unbundling requirements for MDUs in the MDU order it appears that the FCC wanted its unbundling relief rules to apply only to mass market customers and consequently the CLECs' proposed language should be adopted on this issue.

(a) Issue 2 (b): Definition of Mass Market Customer

Q. What are the positions of the parties on issue 2(b)?

A. The CLECs maintain that a definition of "mass market" customers should include all residential customers and all business locations served by telecommunications capacity of less than 4 DSOs. According to the CLECs this definition is more consistent with FCC precedent, which characterized mass market customers as residential and/or very small business customers with a common understanding of what is a very small business customer.[8] SBCI maintains that after the D.C. Circuit court vacated the FCC's attempted rules for mass market switching the FCC held that the transition plan for mass market switching applies to all unbundled local switching arrangements used to serve

[7] MDU Order, ¶ 8.
[8] CLEC Ex. 7 at 3.

customers at less than the DS1 Capacity level.[9] Consequently, SBC Illinois proposes a 24-DSO cutoff for Mass Market Switching.[10]

Q. Please discuss Issue 2(b).

A. The CLECs definition of mass market customer is more consistent with FCC precedent than SBC's definition of mass market customer and consequently the Commission should adopt the CLECs proposed definition of mass market customer i.e. a business with fewer than 4 DSO lines. Mass market customer refers to very small business customers (business customers that have characteristics of residential customers) and a business customer with fewer than 4 DSOs qualifies as a small business customer since the overwhelming majority of residences would also have fewer then 4 lines. In contrast, SBC's definition of mass market customer would include any business customer with up to 23 DSOs. A business with 23 DSOs might well be a business with over 20 employees and a business with over twenty employees would more properly be characterized as a medium sized business. It is true that the FCC transition plan for mass market switching applies to all customers served at less than DS1 capacity, but I suspect that the FCC implemented such a rule so as to maximize the number of customers that would be allowed to transition out of UNE-P. Consequently, I recommend that the CLECs' proposed language be adopted on this issue.

[9] SBCI IB at 27.

(a) Issue 2 (c): Definition of "Predominantly Residential".

Q. What are the positions of the parties on issue 2(c)?

A. The CLECs propose that all multiple dwelling units (MDUs) be defined as "predominantly residential" if more than 75% of the rentable square footage is allocated to residences.[11] SBCI advocates a "common-sense understanding" of the term and consequently proposes that any apartment building, condominium, cooperative, planned unit development, or like structure that allocates more than fifty percent of its rentable square footage to residence be defined as predominantly residential.[12]

Q. Please discuss issue 2(c).

A. The Commission should adopt SBCI's "common sense understanding" of the term predominantly residential. According to Dictionary.com, predominant, used as an adjective, means most common or conspicuous: main or prevalent. Most common, main or prevalent can reasonably be interpreted to mean more than half. Consequently any apartment building, condominium, cooperative, planned unit development, or like structure that allocated more than fifty percent of its office space to residential use is by definition predominantly residential and

[10] SBCI IB at 27.
[11] CLEC IB at 16.
[12] SBCI IB at 28

should be so deemed by the Commission. (It should be noted that an apartment or like building may have many business tenants that use fewer than 4 lines and therefore these business customers would also have characteristics of residential customers - see 2(c) below.) The CLECs provide no qualitative or quantitative rationale to justify their proposal that "predominantly residential" should be interpreted to mean 75% residential. Why for example is 75% a better definition of predominantly residential than 60% or 51% or any other number above 50%. Since there is no support or even justification for 75%, and because 75% is too restrictive an interpretation of the word, predominantly (the CLEC proposal would imply that 65% residential is not predominantly residential even though a location that is 65% residential is clearly a location that is mainly or most commonly residential), the CLEC proposed language should be rejected.

(b) Issue 13: Transition Rates for Migrated Customers

Q. What are the positions of the parties on issue 13?

A. The CLECs propose that unless the CLEC specifically requests or contractually agrees otherwise, the FCC-established transition rate for UNE-P should apply to the CLECs' entire embedded base of UNE-P customers until the end of the transition period even if those customers are migrated to a functionally equivalent SBC service arrangement prior to the end of the transition period.[13] SBCI argues that when an alternative arrangement goes into effect, the agreed-upon price for

that new arrangement also goes into effect[14]. Transition prices, according to SBCI are just that: transition prices, not post-transition prices[15].

Q. Please discuss issue 13.

A. The CLECs argue that the FCC adopted a transition period of twelve months to provide "adequate time for both competitive LECs and incumbent LECs to perform the tasks necessary to an orderly transition..."[16]. According to the CLECs, unless the Commission mandates transition rates for the entire transition period, the CLECs would have an incentive to wait until the latest possible time to place orders to migrate their embedded UNE-P base while SBC would have an incentive to get as many UNE-P customers converted as early as possible. This type of perverse incentive is entirely at odds with the FCC's articulated desire for an orderly transition, according to the CLECs.

Although it is true that the CLECs have a financial incentive to wait until the last possible moment to convert customers away from UNE-P to alternative service arrangements, it is equally true that CLECs have a strong business incentive to migrate customers in as orderly a manner as possible. If the CLECs wait until the last minute to migrate customers in order to take advantage of lower UNE-P rates, they risk disrupting the service of these late migrating customers. The

[13] CLEC IB at 57.
[14] SBCI IB at 73.
[15] *Id*.
[16] CLEC IB at 59.

disrupted customers will (quite rightly) blame the CLECs for the interruption in service and be tempted to switch back to SBC. In addition, CLECs who wait until the last minute to convert, could earn the unenviable reputation of being more concerned with saving a few dollars than they are with providing customers with good service. This dubious image could cost the CLECs business in the long run. Consequently, it is in the CLECs own interests to ensure that the transition away from UNE-P is as smooth as possible. The Commission should not subsidize the CLECs at SBCI's expense (by requiring SBC to charge CLECs transition UNE-P rates even for customers who have migrated off of UNE-P) in order to guarantee CLECs do not make business decisions that could possibly disrupt service for their customers during the transition period. As a result, the Commission should adopt SBC's proposed language on this issue.

(c) Issue 14: Caps on DS1 Loops

Q. What are the positions of the parties on issue 14?

A. The CLECs argue that the DS1 loop cap proposed by the FCC applies only where DS3 loops are not available as a Section 251 UNE.[17] SBCI maintains that FCC rules establish hard caps on the number of unbundled DS1 and DS3 loops that a CLEC can purchase at a single location, even where "impairment" exists, and these rules specify that a requesting carrier may obtain a maximum of ten

unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops.[18]

Q. Please discuss Issue 14.

A. The FCC established a cap of 10 on the number of DS1 loops that a CLEC can obtain from any single building as Section 251 UNEs. The FCC reasoned that a competitor serving a building at the ten plus DS1 capacity level or higher would find it economic to purchase a single DS3 loop rather than purchasing individual DS1 loops. The FCC, however, does not appear to factor non-recurring charges associated with conversion of existing DS1 loops into a DS3 loop into its reasoning.

A CLEC may currently be serving a location with more than ten DS1s and it may continue to be economic for the CLEC to service the building with 10 plus DS1s rather than with a single DS3 because the CLEC would have to absorb non-recurring charges associated with converting its 10 plus DS1s to a single DS3 if it chose to convert. The expenses associated with these non-recurring conversion charges may outweigh the savings the CLEC would realize from renting a single

[17] CLEC IB at 66.
[18] SBC IB at 74.

DS3 as opposed to ten plus DS1s. This type of situation seems to be the reasoning behind the CLECs position on this issue. See CLEC Ex. 4 at 10-12. (The CLEC may service a building with ten plus DS1 lines as opposed to a single DS3 line because the CLEC may have added customers over time such that demand for lines is currently over ten DS1s but was less than ten DS1 lines when the CLEC first serviced the building.)

The question is whether the FCC's flawed DSI/DS3 conversion economics provides the Commission sufficient justification to adopt the CLECs position on this issue. The answer is no. The FCC clearly wants to establish limits on the number of DS1s that a CLEC can obtain from a specific location in order to encourage facilities based entry and that the FCC limit was meant to apply in situations where the CLECs are not DS3 impaired as well as situations where the CLECs are DS3 impaired. See TRO ¶ 181.

In addition, it is a lot more efficient (*i.e.*, less costly) for SBC to provision 1 DS3 than it is for SBC to provision 10 plus DS1s. From a public policy point of view therefore, allowing CLECs to order more than 10 DS1s at a location will encourage inefficient provisioning of lines indefinitely into the future. In contrast, requiring CLECs at existing locations to convert 10 plus DS1s into a DS3 is a one time event with associated one time costs that will lead to more efficient provisioning in the future. The Commission should therefore adopt SBCI's proposed language on this issue.

(d) Issue 15: Caps on DSI Transport

Q. What are the positions of the parties on issue 15?

A. The CLECs contend that the 10 circuit limitation for DS1 transport applies only on those transport routes where DS3 transport is not available as a Section 251 UNE.[19] SBCI's position is that the FCC's rules establish hard caps on the number of unbundled DS1 and DS3 transport UNEs that a CLEC can purchase on a single route, even where "impairment" exists and the rules clearly state that a requesting carrier may obtain a maximum of 10 unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on a unbundled basis.[20]

Q. Please discuss Issue 15.

A. Issue 15 is very similar to issue 14. SBCI purports to adhere to FCC rules on DS1 transport while the CLECs interpret the TRRO itself in such a way that will allow the CLECs to order as many DS1 transport loops as they wish when the route is DS3 transport impaired. Again the CLECs obviously do not wish to pay the non-recurring charges associated with converting 10 plus DS1s into a single DS3[21]. The CLECs, moreover, cite to ¶ 128 of the TRRO to support their

[19] SBCI IB at 68
[20] SBCI IB at 77.
[21] CLEC Ex. 4.0 at 10-12.

position.[22] In addition, the CLECs argue that SBC's interpretation of the FCC DS1 transport cap will have a negative effect on competition in the small and medium-sized customer market since it will limit the number of DS1 EELs that can be used to serve this type of customer on transport routes in moderate-to-less dense wire centers[23].

The Commission, however, must again look at the FCC's intent. In the TRRO, the FCC clearly wanted to limit the number of DS1 *loops* that a CLEC could order from a specific building irrespective of whether the building was DS3 impaired or not.[24] Unfortunately, and as noted above, the FCC's intention regarding its DS1 *transport* cap is not so readily apparent.[25]

Nonetheless, from a purely policy perspective,[26] and as the CLECs point out, CLECs should be able to obtain facilities similar to a DS1 EEL from SBC even if the DS1 transport cap is enforced; i.e., CLECs could obtain commingled DS1 UNE loop with a Special Access DS1 transport facility[27]. They will have to pay more for special access than they do for a TELRIC priced DS1 transport loop but this should give the CLECs greater incentives to co-locate in more central offices and build more of their own facilities which is appears to be what the FCC had in

[22] See TRRO, ¶ 128 ("On routes for which we determine that there is no unbundling obligation for DS3 transport, but for which impairment exists for DS1 transport, we limit the number of DS1 transport circuits that each carrier may obtain on that route to 10 circuits. ").
[23] CLEC Ex. 4.0 at 8-10.
[24] TRRO, ¶ 181 ("Specifically, we establish a cap of ten DS1 loops that each carrier may obtain to a building.").
[25] See TRRO, ¶ 128.
[26] Staff will address the apparent contradiction between the FCC's rule and ¶ 128 of the TRRO in its Initial Brief.

mind. Consequently, from a policy perspective (*i.e.*, the desire of the FCC to encourage facilities based as opposed to UNE based competition), and in order to maintain logical consistency between the cap on DS1 loops and the cap on DS1 transport, I recommend that the Commission adopt SBC's proposed language on this issue.

(e) Issue 33: Retirement of Copper Loops

Q. What are the positions of the parties on Issue 33?

A. The CLECs maintain that SBCI may not retire a copper loop unless (a) SBC performs upon CLEC request a line station transfer where an alternative copper or non-packetized hybrid is available or (b) that SBC obtains a determination in advance from the Commission that the CLEC's rejection of SBC's proposed alternative is unreasonable and contrary to the public interest.[28] SBCI contends that FCC rules limit unbundled access to an incumbent's FTTH and FTTC loops where those facilities "overbuild" existing cooper facilities. SBCI further maintains that FCC rules also give incumbents the right to retire copper loops that have been replaced by FTTH and FTTC overbuild facilities subject to TRO specified notice requirements, requirements that are reflected in the language to which the parties have already agreed to in Section 11.1.3 of the Arbitration[29].

[27] CLEC Ex. 4.0 at 10.
[28] CLEC IB at 135.
[29] See SBCI IB at 148.

Q. Please comment on issue 33.

A. The CLECs contend that the retirement and replacement of a copper loop that currently serves a CLEC DSL customer will not allow the CLEC to continue to offer DSL service to that customer over the replacement hybrid loop because of technological limitations. Therefore, the CLEC will be forced to disconnect the customer's DSL service and the customer might not be able to replace that service with comparable service from SBC, since CLECs offer DSL service that is different from the DSL service SBCI offers.[30]

FCC rules require incumbents that replace copper loops with FTTC or FTTH loops to provide access to a 64 kbps transmission path over the replacement loop[31]. The FCC rules however do not require, although they specifically allow,[32] ILECs to obtain commission approval prior to the retirement of any copper loops[33]. Moreover, it is unreasonable to give CLECs veto power over the kind of network SBC should maintain or require the Commission to sanction the minutest of SBCI's network management decisions.

Finally, current FCC rules do not require SBCI to perform a line station transfer (LST) where an alternative copper or non-packetized hybrid loop is available.

[30] CLEC IB at 136.
[31] TRO, ¶ 277.
[32] TRO, ¶ 284.
[33] TRO, ¶ 281.

SBC has proposed to provide LSTs where available and this voluntary offer should not be made a requirement. The Commission should therefore adopt SBCI's proposed language in Section 11.1.3.

(f) Issue 34: Non-Recurring Charges for IDLC Hybrid Loop Conversion

Q. What are the positions of the parties on issue 34?

A. The CLECs argue that the FCC has not excused SBC from its obligation to unbundle hybrid loops where it has deployed Integrated Digital Loop Carrier (IDLC) systems.[34] Consequently, if a CLEC requests access to a loop located at a customer premises that SBC serves with an IDLC Hybrid Loop, then SBC should not be permitted to impose non-recurring charges other than standard loop charges. In addition, SBC should not be permitted to impose charges for routine network modifications if it provides access to the IDLC loop.[35] Finally, the CLECs propose certain methods by which SBC may provide unbundled loops where it has deployed IDLC when such provision would not otherwise be technically feasible, although the CLECS leave SBC with the ability to choose a method that would suit both SBC and CLEC needs.[36] SBCI acknowledges that incumbents are required by FCC rules to provide unbundled access to loops served by IDLC systems, but claims that the same FCC rules allow the

[34] CLEC IB at 138.
[35] CLEC IB at 139.
[36] CLEC IB at 139.

incumbent to recover compensation from the requesting carrier.[37] SBCI further contends that the compensation for unbundling IDLC loops should be the compensation that exists under its current interconnection agreements. Thirdly, SBCI maintains that SBCI, and SBCI alone, should be able to decide how to unbundle an IDLC loop and that these methods should not be dictated by CLECs.

Q. Please discuss issue 34.

A. In the TRO, the FCC required that incumbent LECs provide requesting carriers "access to a transmission path over hybrid loops served by Integrated DLC systems"[38] and that in most cases this access "will be either through a spare copper facility or through the availability of Universal DLC systems".[39] Even if neither of these options is available the FCC ruled that incumbent LECs must present requesting carriers a technically feasible method of unbundled access[40]. In the TRO and the TRRO, however, the FCC did not indicate how or if incumbent ILECs should be compensated for providing a technically feasible method of access. Since the FCC did not comment on the compensation mechanism for providing technically feasible IDLC access, it's existing IDLC compensation rules remain effective, which state…" the costs associated with these mechanisms [technically feasible methods to unbundle IDLC-delivered

[37] SBCI IB at 153.
[38] TRO, ¶ 297.
[39] *Id*.
[40] *Id*.

loops] will be recovered from requesting carriers"[41]. As a result, the Commission should leave in place whatever compensation arrangements exist under current interconnection agreements.

The remaining dispute under issue 34 revolves around the method by which SBCI is to provide access to unbundled IDLC loops. The CLECs suggest the interconnection agreement implement a "safeguard" that would protect against attempts by SBC to impose unjustified charges for special construction when no special construction is necessary[42]. The CLECs fear SBCI will provide the most expensive "alternative" it can devise.

SBCI counters that the CLEC safeguard would dictate the methods used by SBC to unbundle the IDLC loop and that SBC Illinois's network belongs to SBC Illinois and it is SBCI that decides how to manage the network. Moreover, SBCI contends that the CLEC proposal requires SBC Illinois to use the CLEC's unbundling methods at no additional charge even if the methods are not technically feasible.

SBCI should have the right to manage its network and it should have the right to decide how to unbundle IDLC loops. Nevertheless, there is little in the current interconnection agreement that precludes SBCI from providing CLECs a technically feasible method of access that has many associated non-standard

[41] First Report and Order, ¶ 384 (rel. Aug. 8, 1996).

charges as opposed to another technically feasible of access than has fewer (and less expensive) associated special charges. To prevent this type of possible gaming, I propose the following wording to section 11.2.4.

IDLC Hybrid Loops. Where **a** CLEC requests **an unbundled** loop to a premises to which SBC has deployed an IDLC Hybrid Loop, SBC **can only charge the** CLEC **the least cost** technically feasible method of unbundled access. SBC may not impose special construction or other non-standard charges (which does not include routine network modification charges permitted under Section 8.1.5 of this Attachment) to the provision unbundled loops where it has deployed IDLC except **as provided under this Agreement**.

Q. Does this conclude your testimony?

A. Yes it does.

[42] CLEC IB at 140.

VERIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, Genio Staranczak, do on oath depose and state that if called as a witness herein, I would testify to the facts contained in the foregoing document based upon personal knowledge.

SIGNED AND SWORN TO BEFORE ME THIS Sixteenth DAY OF AUGUST, 2005.

NOTARY PUBLIC

OFFICIAL SEAL
MERI L. SANDERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-19-2007