INTERCONNECTION AGREEMENT

Between

Gallatin River Communications, L.L.C.

And

BitWise Communications, Inc.

This Agreement represents the positions of Gallatin River Communications, L.L.C. with respect to interconnection. Gallatin reserves the right to modify these positions based upon further review of existing orders from or the issuance of additional orders by the Federal Communications Commission, the Illinois Commerce Commission or a court of competent jurisdiction.

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PART A

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), entered into this _____day of July, 2004, is entered into by and between BitWise Communications, Inc. ("CLEC"), an Illinois corporation, and Gallatin River Communications, L.L.C. ("Gallatin"), a Delaware corporation, to establish the rates, terms and conditions for local interconnection and purchase of unbundled network elements (individually referred to as the "service" or collectively (the "services").

WHEREAS, Gallatin operates as an Incumbent Local Exchange Carrier in certain exchange areas in the State of Illinois, and CLEC operates or intends to operate as a competitive Local Exchange Carrier in some or all of those same exchange areas; and

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, Gallatin wishes to offer to CLEC the ability to purchase Unbundled Network Elements and certain other arrangements as specified herein. Such arrangements shall be provided pursuant to the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Illinois Commerce Commission (the "Commission");

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Act and other Applicable Law;

Now, therefore, in consideration of the terms and conditions contained herein, CLEC and Gallatin hereby mutually agree as follows:

PART A – GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, including Supplemental Attachments VII and VIII, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection and Unbundled Network Elements. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B – DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART C, consisting of the Attachments enumerated below, sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

I. Price Schedule
II. Network Elements
III. Interconnection
IV. Collocation
V. Rights of Way
VI. General Business Requirements
VII. Prices for Unbundled Network Elements
VIII. Collocation Rates

1.2 Gallatin shall not discontinue any interconnection arrangement or Network Element provided or required hereunder without providing CLEC thirty (30) days' prior written notice of such discontinuation of such element or arrangement. Gallatin agrees to cooperate with CLEC with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

1.3 Gallatin shall provide notice of network changes and upgrades in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

1.4 The services and facilities to be provided to CLEC by Gallatin in satisfaction of this Agreement may be provided pursuant to Gallatin tariffs and then current prices. Should there be a conflict between the terms of this Agreement and any such tariffs and practices, the terms of the tariff shall control to the extent allowed by law or Commission order.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Gallatin and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. CLEC shall not order services under this Agreement before Approval Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2 Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement and any Attachments hereto are subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered, allowed or directed by the Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of any appeal of the decision of the Commission or the FCC, in the exercise of their respective jurisdictions whether said changes or modifications result from an order issued on an appeal of the decision of the Commission or the FCC, a rulemaking proceeding, a generic investigation, a tariff proceeding, a costing/pricing proceeding, or an arbitration proceeding conducted by the Commission or FCC which applies to Gallatin or in which the Commission or FCC makes a generic determination to the extent that CLEC had the right and/or opportunity to participate in said proceeding (regardless of whether CLEC actually participates). Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties agree to petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

2.3 In the event Gallatin is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, Gallatin shall make reasonable efforts to provide to CLEC its tariff at the time of filing. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.

2.4 The Parties intend that any additional services requested by either party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

Section 3. Term and Termination

3.1 This Agreement shall be deemed effective upon the Approval Date. No order or request for services under this Agreement shall be processed until this Agreement is so approved unless otherwise agreed to, in writing by the Parties.

3.2 Except as provided herein, Gallatin and CLEC agree to provide service to each other on the terms defined in this Agreement Until December 31, 2000, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

3.3 Either party may terminate this Agreement effective at the end of the term or at any time thereafter by providing written notice of termination to the other party, such written notice to be provided at least 180 days in advance of the date of

termination. In the event of such termination pursuant to this Section 3.3, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under either (a) a new agreement executed by the Parties, or (b) standard interconnection terms and conditions contained in Gallatin's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC.

3.4 In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or

b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

3.5 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

3.6 If Gallatin sells, trades, or otherwise transfers substantially all the assets used to provide Local Interconnection or Network Elements in a particular exchange or group of exchanges Gallatin may terminate this Agreement in whole or in part as to a particular exchange or group of exchanges upon sixty (60) days prior written notice.

3.7 The rates shown in Table 1, Attachment C are interim for a period not to exceed nine months unless the parties mutually agree to extend the use of those rates. All other terms and conditions in this agreement shall survive such interim period.

Section 4. Charges and Payment

4.1 In consideration of the services provided by Gallatin under this Agreement, CLEC shall pay the charges set forth in Attachment I subject to the provisions of Section 2.3 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Part C, Attachment VI.

4.2 Gallatin will not accept any new or amended orders for Unbundled Network Elements, Interconnection or other services under the terms of this Agreement from CLEC while any past due, undisputed charges remain unpaid.

4.3 With respect to services provided by CLEC to Gallatin pursuant to this Agreement, the same billing and payment procedures referenced above shall apply, with the names of the Parties reversed appropriately.

Section 5. Audits and Examinations

5.1 As used herein "Audit" shall mean a comprehensive review of services performed or charges billed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement (e.g., examination and verification of LOAs). Either party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the ApprovalDate. The Requesting Party may perform Examinations as it deems necessary.

5.2 Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit or Examination, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3 Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 5.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.

5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit or Examination and are agreed to by the Parties. Interest at the lesser of one and one half percent (1½%) per month or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge to the day of payment or credit.

5.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

Section 6. Bona Fide Request Process for Further Unbundling

6.1 Each Party shall promptly consider and analyze access to categories of Unbundled Network Elements not covered in this Agreement with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to FCC Rule Section 51.319 adopted in First Report & Order, CC Docket No. 96-98, (rel. Aug. 8, 1996).

6.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

6.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

6.4 Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

6.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Bon Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element does not qualify as a Network Element that is required to be provided under the Act.

6.6 Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) days, notify the receiving Party of its intent to proceed or not to proceed.

6.7 The receiving Party shall promptly proceed with the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

6.8 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

6.9 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

6.10 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party

may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

Section 7. Intellectual Property Rights

Any intellectual property which originates from or is develop by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no separate, additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Gallatin from charging CLEC for such costs as permitted under a Commission order.

Section 8. Limitation of Liability

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages whatsoever, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 9 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. In addition to and without limiting the foregoing, in no event shall Gallatin's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

Section 9. Indemnification

9.1 Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful act or omission of the indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. In the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnifying Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and

to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

9.2 Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of the Indemnifying Party's subscribers for nonpayment.

9.3 When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers.

9.4 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by Applicable Law, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided by such Party to its Customers, that in no case shall such Party or any of its agents, contractors or other retained by such Party be liable to any subscriber or third party for (I) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Section 8 above). The indemnifying Party's liability under this Section 9 shall not exceed the amount for which the indemnified Party would have been liable if it had included in its tariffs and contracts provisions limiting its liability to the maximum extent allowed by Applicable Law.

Section 10. Remedies

10.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance.

10.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provision of this Agreement.

Section 11. Confidentiality and Publicity

11.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 11. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and "CPNI", and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

11.1.1 For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

11.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

11.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 11 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 11. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

11.2 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 11.2 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

11.3 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

11.4 Except as otherwise expressly provided in this Section 11, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

Section 12. Warranties

12.1 Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level at parity with that which it uses for its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

12.2 EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

Section 13. Assignment and Subcontract

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment hereof shall relieve the assignor of its obligations under this Agreement.

Section 14. Governing Law

This Agreement shall be governed by and construed in accordance with the Act, orders of the Commission, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Illinois, without regard to it conflicts of laws principles, shall govern.

Section 15. Relationship of Parties

It is the intention of the Parties that each Party shall provide services to the other as an independent contractor. Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section 16. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent either Party from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 17. Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To CLEC: BitWise Communications, Inc.
1301 W. Pioneer Parkway
Peoria, IL 61615

With Copy to: The Helein Law Group, LLP
8180 Greensboro Drive, Suite 700
McLean, VA 22102
Attn: Jonathan S. Marashlian

To Gallatin: Gary Hamilton, President
Gallatin River Communications L.L.C.
100 N. Cherry St.
Galesburg, IL 61401

With Copy To: Madison River Communications, Inc.
P.O. Box 167
103 South Fifth St.
Mebane, NC 27302
Attn: Paul Sunu

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such Party to the other pursuant to this Section 17.

Section 18. Waivers

18.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

18.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

Section 19. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 4, 5, 7, 8, 9, 10, 11, 21, 22 and 23.

Section 20. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 20 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Gallatin, Gallatin agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

Section 21. Dispute Resolution

21.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay

half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

21.2 If any portion of an amount due to a Party ("the Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

21.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

21.4 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 21.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct payment of any or all Disputed Amounts plus applicable late charges to be paid to either Party.

Section 22. Taxes

Any Federal, state or local excise, license, sales, use , or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

Section 23. Hazardous Substances

23.1 The CLEC will not bring to, transport across or dispose of any Hazardous Substances on the property of Gallatin.

Section 24. Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 25. Severability

Subject to Section 2 – Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 26. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 27. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 28. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 29. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 30. Implementation Plan

30.1 Implementation Team. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Each Part shall designate, in writing, persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

30.2 Implementation Plan. The agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan"). The Implementation Plan shall address the following matters and may include any other matters agreed upon by the Implementation Team:

30.2.1 The respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) and the trunk groups.

30.2.2 disaster recovery and escalation provisions;

30.2.3 escalation procedure for ordering, provisioning, billing, and maintenance;

30.2.4 single points of contact for ordering, provisioning, billing, and maintenance;

30.2.5 service ordering and provisioning procedures, including provision of the trunks and facilities;

30.2.6 provisioning and maintenance support;

30.2.7 conditioning and provisioning of collocation space and maintenance of Virtual Collocation equipment;

30.2.8 procedures and processes for Directories and Directory Listings;

30.2.9 billing processes and procedures;

30.2.10 network planning components including time intervals;

30.2.11 appropriate testing of services, equipment, facilities and Network Elements;

30.2.12 procedures for coordination of local PIC changes and processing;

30.2.13 physical and network security concerns; and

30.2.14 such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

BITWISE COMMUNICATIONS, INC.
GALLATIN RIVER COMMUNICATIONS, L.L.C.

By: _____	By: _____
Name: Michael Shuler Title: Chief Executive Officer	Name: Gary Hamilton Title: President
Date: _____	Date:

PART B – DEFINITIONS

Any capitalized terms used in this Agreement that are not defined in this Part B, or elsewhere in the Agreement, shall be defined as used in the Act.

"ASR" (ACCESS SERVICE REQUEST) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between CLEC and Gallatin for Local Interconnection.

"ACCESS SERVICES" refers to interstate and intrastate switched access and private line transport services.

"ACT" means the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th U.S. Congress, effective February 8, 1996.

"AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least 10% with respect to either party, or the right to control the business decisions, management and policy of another entity.

"APPLICABLE LAW" means all laws, regulations and orders applicable to each Party's performance of its obligations hereunder.

"APPROVAL DATE" is the date on which Commission approval of the Agreement is granted.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

"BASIC 911 SERVICE" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"BUSINESS DAY(S)" means the days of the week excluding Saturdays, Sundays, and for all holidays on which the U.S. mail is not delivered.

"CABS" means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4, and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"CENTRAL OFFICE SWITCH" or "CENTRAL OFFICE" means a switching entity within the public switched network, including but not limited to end office switches and tandem office switches. Central office switches may be employed as combination End Office/Tandem Office Switches (Combination Class5/Class 4).

"COLLOCATION" means the right of CLEC to place equipment in the Gallatin's central offices or other Gallatin locations. With physical collocation, CLEC obtains dedicated space to place

and maintain its equipment. With virtual collocation, Gallatin will install and maintain equipment that the CLEC provides to Gallatin.

"COMMISSION" means the Illinois Commerce Commission.

"CCS" (COMMON CHANNEL SIGNALING) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

"CONFIDENTIAL AND/OR PROPRIETARY INFORMATION" has the meaning set forth in Section 12 of Part A – General Terms.

"CONTROL OFFICE" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"CUSTOMER PROPRIETARY NETWORK INFORMATION" ("CPNI") means (A) information that relates to the quantity, technical configuration, type, destination and amount of use of a Telecommunications Service subscribed to by any customer of a Telecommunications Carrier, and that is made available to the carrier by the customer solely by virtue of the carrier customer relationship; and (B) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier.

"E911" (ENHANCED 911 SERVICE) means a telephone communication service which will automatically route a call dialed "911" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

"EMR" means the Exchange Message Record System for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia and which defines the industry standard for exchange message records.

"HAZARDOUS SUBSTANCE " means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"ILEC" means the incumbent local exchange carrier.

"IXC" (INTEREXCHANGE CARRIER) means a provider of interexchange telecommunications services.

"INP" (INTERIM NUMBER PORTABILITY) is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office. (Notwithstanding the foregoing, the parties acknowledge that the provision of INP through Remote Call Forwarding results in a lesser grade of service).

"IP" (INTERCONNECTION POINT) is a mutually agreed upon point of demarcation where the networks of Gallatin and CLEC interconnect for the exchange of traffic.

"LOCAL TRAFFIC" means traffic (excluding Commercial Mobile Radio Services traffic, e.g., paging, cellular, PCS) that is originated and terminated within a given local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by state commissions, then as defined in existing Gallatin tariffs.

"NETWORK ELEMENT" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"NP" (NUMBER PORTABILITY) means the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"NPA" (NUMBERING PLAN AREA) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX", "NXX CODE", OR "CENTRAL OFFICE CODE", OR "CO CODE" is the three digit switch entity indicator which is defined by the fourth, fifth, and sixth digits of a 10 digit telephone number within the North America Numbering Plan ("NANP").

"OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"PARITY" means the provision by Gallatin of services, Network Elements, functionality or telephone numbering resources under this Agreement to CLEC on terms and conditions, including provisioning and repair intervals, no less favorable that those offered to Gallatin, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Gallatin shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

"PARTIES" means, jointly, BitWise Communications, Inc. and Gallatin River Communications, L.L.C., and no other entity, affiliate, subsidiary or assign.

"P.01 TRANSMISSION GRADE OF SERVICE (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

"PSAP" (PUBLIC SAFETY ANSWERING POINT (PSAP)) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"RECIPIENT" means that party to this Agreement (a) to which Confidential Information has been disclosed by the other party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.

"SECAB" means the Small Exchange Carrier Access Billing document prepared by the billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Telcordia as Special Report SR-OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

"SELECTIVE ROUTING" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.

"SWITCH" means a Central Office Switch as defined in this Part B.

"SYNCHRONOUS OPTICAL NETWORK" or "SONET" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1) and higher rates are direct multiples of the base rate up to 1.22 GHps.

"TANDEM OFFICE SWITCHES" which are Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.

"TECHNICALLY FEASIBLE" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

"TELECOMMUNICATIONS" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in FCC Docket No. 91-141, and rules adopted pursuant thereto.

PART C – ATTACHMENT I

PRICE SCHEDULE

Section 1. General Principles

1.1 Subject to the provisions of Sections 2 and 12 of Part A of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

Section 2. Interconnection and Reciprocal Compensation

2.1 The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment III of this Agreement.

2.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment III of this Agreement.

2.3 Where a toll call is completed through one Party's (the "forwarding Party") INP arrangement (i.e. remote call forwarding) to the other Party's (the "terminating Party") subscriber, the terminating shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations

2.3.1 The Parties will jointly determine the amount of traffic that will be considered INP'ed traffic for compensation purposes. The terminating party shall charge the forwarding party for each minute of INP traffic at the INP blended rate specified in section 2.3.2, in lieu of any other compensation charges for terminating such traffic. The traffic that is not identified as INP'ed will be compensated as local interconnection as set forth in section 2.1.

2.3.2 For compensation of the INP traffic, the Parties shall jointly develop a process which will allow compensation for INP'ed traffic to be based on the initial origination point and final terminated point of the INP'ed call. The full reciprocal compensation rate, as listed in the Pricing Schedule, shall apply for local traffic, and full switched access charges, as listed in applicable tariffs, shall apply for intraLATA and interLATA. All three sets of rates will be weighted together based on the agreed minutes of use patterns to establish a single set of blended rates for all INP'ed traffic.

2.4 CLEC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Attachment when CLEC uses a Gallatin access tandem to terminate a local call to a third party LEC or another CLEC.

Section 3. Unbundled Network Elements

The charges that CLEC shall pay to Gallatin for Unbundled Network Elements are set forth in Table 1 of this Attachment I.

The charges set forth in Table 1 of this attachment are interim for the first six months of this agreement or until Gallatin has completed studies to develop rates based on Gallatin specific costs.

Table 1
Price List

RATE ELEMENT		RECURRING RATE	NRC
SERVICE CHARGES			
Service Order NRC			25.15
Service Order Listing Only			20.82
Central Office Interconnection Charge			11.81
Trip Charge			12.67
Outside Plant Interconnection (2-W)			31.03
Outside Plant Interconnection (4-W)			43.65
NID Installation Charge			21.83
NID Connection Charge			10.91
Testing			1.63
Loop Rework Charge (2-W)			13.05
Loop Rework Charge (4-W)			21.31
Trouble Isolation and Testing			76.53
NID			
1 Line		1.09	
2 Line		1.58	
LOOP			
2-wire Band 1	(See Exhibit 1)	24.27	
2-wire Band 2	(See Exhibit 1)	38.05	
2-wire Band 3	(See Exhibit 1)	64.72	
4-wire Band 1	(See Exhibit 1)	42.46	
4-wire Band 2	(See Exhibit 1)	66.59	
4-wire Band 3	(See Exhibit 1)	113.26	
Line Conditioning (Clear Channel Conditioning) 2-Wire		176.00	
Line Conditioning (Clear Channel Conditioning) 4-Wire		274.00	
LOCAL SWITCHING PORT			
Basic Port Band 1	(See Exhibit 2)	7.04	
Basic Port Band 2	(See Exhibit 2)	13.13	
ISDN-BRI		ICB	
ISDN-PRI		ICB	

Table 1
Price List

RATE ELEMENT	RECURRING RATE	NRC
LOCAL SWITCHING PORT (cont'd)		
CENTREX	ICB	
PBX	ICB	
DS1	ICB	
INTERIM NUMBER PORTABILITY		
RCF Residential	1.11	1.46
RCF Business	2.97	1.46
Call Path Residential	.08	.47
Call Path Business	.39	.47
TANDEM SWITCHING		
Tandem Switching - per minute of use	.002147	
INTEROFFICE TRANSPORT		
Dedicated DS1 Single Ring	597.33	213.53
Common DS1 MOU Single Ring - per minute of use	0.002765	217.60
RECIPROCAL COMPENSATION		
End Office Switching - per minute of use	0.005775	
INTERCONNECTION		
Cross Connection		
DS0 Elec. X-Conn.	1.19	
DS1 Elec. X-Conn.	3.79	
DS3 Elec. X-Conn.	33.30	
COLLOCATION		
Application Fee/ Per Premise		3,348.15
Floor Space (Per Square Ft)	4.25	
Conduit Space Per Foot (Per Linear Ft)	0.37	
Conduit Space – Vault (Per Linear Ft)	1.09	
Riser Space (Per Linear Ft)	3.70	
Switchboard Cable 100 Pr/100' Conn Block	44.93	

Table 1
Price List

RATE ELEMENT	RECURRING RATE	NRC
COLLOCATION (cont'd)		
DSX1 Jack Panel Pair	120.65	
DC Power	BitWise to Provide	
Other Cable, Racking, Cross Connects, Etc.	ICB	
911 SERVICES		
Tandem Port		
Per DS0 Equivalent	25.45	N/A
ANI/ALI Data Base Update – Per 100 Lines	22.75	N/A

Table 1
Price List
Exhibit 1

Local Loop Rates

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate
Dixon	DIXNILXAH	Band 1	24.27	42.46
Galesburg	GLBGILXDH	Band 1	24.27	42.46
Pekin	PEKNILXDH	Band 1	24.27	42.46
Havana	HAVNILXDR	Band 2	38.05	66.59
Knoxville	KNVLILXDR	Band 2	38.05	66.59
Lacon	LACNILXDS	Band 2	38.05	66.59
North Pekin	NPKNILXNS	Band 2	38.05	66.59
Savanna	SVNNILXAR	Band 2	38.05	66.59
Staunton	STTNILXEH	Band 2	38.05	66.59
Avon	AVONILXDR	Band 3	64.72	113.26
Cameron	CMRNILXDR	Band 3	64.72	113.26
Forest City	FRCYILXDR	Band 3	64.72	113.26
Galesburg XNR	GLBGILXNR	Band 3	64.72	113.26
Grand Detour	GRDTILXAR	Band 3	64.72	113.26
Green Valley	GNVYILXDR	Band 3	64.72	113.26
Harmon	HARMILXAR	Band 3	64.72	113.26
Livingston	LVNMILXER	Band 3	64.72	113.26
Manito	MANTILXDR	Band 3	64.72	113.26
Mt. Carroll	MTCAILXAR	Band 3	64.72	113.26
Nelson	NLSNILXAR	Band 3	64.72	113.26
South Pekin	SPKNILXSS	Band 3	64.72	113.26
Talbott	TLBTILXDR	Band 3	64.72	113.26
Thomson	THSNILXAS	Band 3	64.72	113.26
Topeka	TPKAILXDR	Band 3	64.72	113.26
Wataga	WATGILXDR	Band 3	64.72	113.26

Table 1
Price List
Exhibit 2

Local Port Rates

Exchanges	Rate Band	Rate
Dixon	1	7.04
Galesburg	1	7.04
Pekin	1	7.04
Avon	2	13.13
Cameron	2	13.13
Forest City	2	13.13
Grand Detour	2	13.13
Green Valley	2	13.13
Harmon	2	13.13
Havana	2	13.13
Knoxville	2	13.13
Lacon	2	13.13
Livingston	2	13.13
Manito	2	13.13
Mt. Carroll	2	13.13
Nelson	2	13.13
North Pekin	2	13.13
Savanna	2	13.13
South Pekin	2	13.13
Staunton	2	13.13
Talbott	2	13.13
Thomson	2	13.13
Topeka	2	13.13
Wataga	2	13.13