EXHIBIT F

Proposed Tariffs No.1 & No.2

LOCAL EXCHANGE SERVICES TARIFF

OF

INETWORKS GROUP, INC.

This tariff is on file with the Illinois Commerce Commission and copies may be inspected, during normal business hours, at iNetworks Group, Inc., 125 S. Wacker Drive, Suite 2510, Chicago, IL 60606.

TELECOMMUNICATIONS SERVICES

CHECK LIST

Sheets 1 through 49 inclusive of this tariff are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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TELECOMMUNICATIONS SERVICES

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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

(C) To signify changed regulation.

(D) To signify deleted or discontinued rate, regulation or condition.

(I) To signify a change resulting, in an increase to a customer's bill.

(M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.

(N) To signify new rate, regulation, condition or sheet.

(R) To signify a change resulting in a reduction to a customer's bill.

(T) To signify change in text but no change in rate, rule or condition.

(Y) To signify a reference to other published tariffs.

(Z) To signify a correction.

TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34. 1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Kentucky Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

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D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List 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 the Check List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier, local exchange telecommunications services by iNetworks Group, Inc. (hereinafter referred to as "Company") between various locations in the State of Illinois.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Illinois Commerce Commission.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.26 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.26 hereof

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

ICB

Individual Case Basis" or "ICB" has the meaning set forth in Section 2.35 hereof.

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

InterLATA Service

"InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier (" LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Subscriber

"Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD

TDD" means a Telecommunications Device for the Deaf.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouses, LECS, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold or leased by the Company pursuant to this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the company

2.1.1 Obligation to Provide Service

The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (I) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.

2.1.2 Conditions to Company's Obligations

The obligations of the company to provide services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the company (Cont'd)

2.1.3 Right to Discontinue or Block Services

The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (I) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Tariff(s).

2.4 Call blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Interconnection

2.5.1 Services or facilities furnished by the company will be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the company is not part of a joint undertaking with any Other Provider.

2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights of-way, and other arrangements necessary for such Interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Equipment

2.6.1 The company's facilities or Services may be used with or terminated to Customer Premises equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.

2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the company, or other Carriers as required, to leave access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Non-routine maintenance and installation

At the Customer's request, the Company will perform installation or maintenance on weekends or times other than during normal business hours; provided, however, customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance. Said non-routine maintenance and installation will be subject to availability to Company by contract providers..

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruption at any time (I) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service commencement and acceptance

Billing for Services will commence as of the Service Commencement date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13 Service Order Cancellation

Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an individual case basis will incur a charge equal to the greater of (i) the non-recurring charges for the MSP, or (ii) the company's reasonably incurred, actual expenses associated with such cancellation..

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Credit Card Calls are subject to any applicable limitations established by Title 12 of the Code of Federal Regulations Part 226 ("Regulation Z") or to any other Regulation.

2.14.2 All amounts stated in each monthly invoice are due and payable immediately upon Customer's receipt thereof.

2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis. Local service charges, including installation charges, are billed in advance. Certain toll charges and NRCs are billed in arrears.

2.14.4 Charges for telecommunications Service will be billed to Customer on a monthly (30 days) basis, in advance, 20 days before the due date for the following month's service. Customer's Service will be discontinued if the amount stated on the monthly invoice is not paid in full by 5:00 p.m. on the 10th day of the month following the due date. Customers may pay their monthly bills with a casher's check, money order, cash, money gram, credit card or ACH payment directly to the Company or at an authorized agent of the Company.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Billing and Payments (Cont'd)

2.14.5 Except as otherwise provided in this Tariff, the Company, at its sole Option, may Terminate Services in the event Customer fails to pay any invoice within ten (10) calendar days after the due date stated thereon, subject to five (5) business days prior written notice and to any other applicable Commission Regulations provided. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to Obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

2.15 Late Payment

If the customer's invoice is not paid in full by 5:00 p.m. on the 10th day of the month following the due date the customers account will be charged a 10.00 late payment fee.

2.16 Deposits

The Company will not require any Customer to make a deposit to secure or maintain service.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17 Advance Payments

2.17.1 Recurring Advance Payments

The Company will not require any Customer to make an advance payment.

2.17.2 Non-Recurring Advance Payments

The Company will not require any Customer to make an advance payment.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Discontinuation

2.20.1 By Company

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefore whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

A By order of a Governmental Authority;

B In the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person;

C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer

The Customer may Terminate Service upon thirty (30) days prior verbal notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.22 Limitation of Liability

2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense, (including without limitation reasonable attorney's fees) (I) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.

2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 Hereof.

2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.22 Limitation of Liability (Cont'd)

2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.

2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within-sixty (60) days from the date that the alleged act or omission occurred.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any, and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from Injury to or death of any person (including Injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such Injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.25.1 Libel or slander resulting from Subscriber's use of the Services;

2.25.2 Any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;

2.25.3 Infringement of any patent, copyright, trademark, trade name, service mark or Trade secret arising from: (i) the transmission of any material transmitted (a) By any Subscriber of (b) by any other person using the Services provided to any Subscriber, Subscriber location or Authorization Code; or (ii) from the combination Subscriber's use of Services with CPE or with other Subscriber provided facilities Or services; and

2.25.4 Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.26 Credits and Credit Allowances

2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to leave 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars ($20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.26 Credits and Credit Allowances (Cont'd)

2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the minimum Service Period.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.27 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with the Company's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any performance failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.31 Full Force and Effect

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

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of Illinois.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.34 Assignment

2.34.1 By Customer

The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.35 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction of ICB is construction undertaken.

2.35.1 Where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;

2.35.2 Where facilities other than those which the Company provides are requested by the Customer;

2.35.3 Where facilities are requested by the Customer over a route other than that which the Company serves;

2.35.4 When Services are requested in a quantity greater than that which the Company would normally provide to a Customer;

2.35.5 Where Services are requested by a Customer on an expedited basis; or

2.35.6 Where Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, nonrecurring, and early termination Charges.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.36 Customer Complaints and/or Billing Disputes

Customers may contact the Company's representatives 24 hours a day, 7 days a week at 1- 866-363-6387 or by writing to the Company, Customer Service Department, 125 S. Wacker Drive, Suite 2510, Chicago, IL 60606.

Any objection to billed charges should be reported within thirty (30) days of the date of the invoice to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Exchange Service

Basic local exchange services are provided by the Company through resale of local exchange access and local exchange services provided by an Underlying Carrier. The Company's Services consist of (i) Residential Telecommunications Service, (ii) Business Telecommunications Service, (iii) Optional Features, (iv) access to Directory Listing Services, and (v) access to 911 services.

3.1.1 Switched Local Service

Switched Local Service is an intrastate, telecommunications service which permits Customers to establish communications between two locations within one local exchange. Switched Local Service interfaces with the local central office equipment.

Switched Local Service provides a Customer with a single, voice-grade communications Channel, including a telephone number and a Directory Listing. The Company's Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling area; (iii) originate calls to direct dial (1+) or (O+) toll services. The Company's Service does not permit a Customer to originate calls to caller paid information services (i.e., 900, 976, and 711).

The Company will charge a Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Exchange Service (Cont'd)

3.1.2 Dedicated Local Service

Dedicated Local Service is an intrastate, telecommunications service which permits Customers to establish communications between two locations within one local exchange. Dedicated Local Service interfaces with the local central office equipment.

Dedicated Local Service can be provisioned to provide a Customer with a multiple, voice-grade communications Channels, including telephone numbers and a Directory Listings. The Company's Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling area; (iii) originate calls to direct dial (1+) or (O+) toll services. The Company's Service does not permit a Customer to originate calls to caller paid information services (i.e., 900, 976, and 711).

The Company will charge a Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

Dedicated Local Service can be provided via Digital Subscriber Level 1 (DS1), Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI), Digital Subscriber Level 3 (DS3), Optical Carrier Level 3 (OC3), Optical Carrier Level 12 (OC12), and Optical Carrier Level 48 (OC48).

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Exchange Service (Cont'd)

3.1.3 Local Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

The ISDN PRI Port provides a DS1 level electrical interface to the local switch for the provision of 24 DS0 64 Kbps channels. The base configuration consists of 23 64 Kbps B channels for end user voice and/or data traffic and one 64 D channel for out of band signaling control of the B channels. The Primary Rate ISDN Port provides access to the functions and capabilities of the local switch data functions. The full complement of channels will always be present at the physical network interface. All channels can simultaneously support independent applications. B channels are capable of supporting Voice and Circuit Switched Data. The D channel controls all B channels Voice and Circuit Switched Data.

Long distance usage generated from a Local ISDN PRI will be considered switched.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Exchange Service (Cont'd)

3.1.4 Leased Line Service

The Company offers and leased line services capable of transmitting voice and data. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month to month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including mileage and Customer commitment to a volume of service for a fixed term of months.

Leased Line Services are available from the Company, where technically and economically feasible.

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's network specified by the Customer. Leased Line service is provided to Customers with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps).

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Service (Cont'd)

3.1.5 Unlimited Domestic Long Distance

Selected Residential Plans may include unlimited domestic long distance. Unlimited long distance includes voice calls by residential customers to all fifty states. Data, business calls and internet access calls are not included. Residential use is considered to be 2000 minutes or less per month. Any residential customer on this plan that uses more than 2000 minutes per month for more than one consecutive month will have their service suspended.

3.1.6 Standard Features

Each Customer is provided with only local exchange service unless subscribing to a plan that includes long distance as described herein below.

3.1.7 Optional Features

Customers may select from the following optional features: (i) Anonymous Call Reject, (ii) Call Block, (iii) Call Forwarding, (iv) Call Return; (v) Call Trace; (vi) Call Waiting; (vii) Caller ID (viii) Speed Dial; (ix) Three Way Calling; (x) Unpublished Number; and (xi) Voice Mail.

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.8 Optional Feature Descriptions

Anonymous Call Reject

This service allows customers to automatically stop certain calls from ringing their phone. These calls are restricted calls or those that would be reflected as "Private" on the customer's caller id. This option is only available when purchasing a service bundle.

Call Block

The Subscriber may block incoming telephone calls from unwanted calls by dialing a two digit code.

Call Forwarding

The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.

Call Return

The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.

Call Trace

This service permits the tracing of the last call received and holds the information for an authorized law enforcement agency.

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.8 Optional Feature Descriptions (Cont'd)

Call Waiting

A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchook or by hanging up the phone.

Caller ID

The Subscriber may view on a display unit the telephone number and name of incoming telephone calls.

Speed Dial

The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code. This option is only available when purchasing a service bundle.

Three Way Calling

The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.8 Optional Feature Descriptions (Cont'd)

Unpublished Number

The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the customer's exchange area.

Voice Mail

The Subscriber will have a private voice mail messaging system which will allow them to create a personal greeting, play messages and save or delete messages.

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2 Directory Listing Service

3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identify of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.

3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.3 911 Emergency Service

3.3.1 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.

3.3.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.

3.3.3 Upon the Company's transmittal of a Customer's 911 Service record, including The Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's Street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 service calls to the proper Public Safety Answering Point.

3.3.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

SECTION 4 - RATES

4.1 Return Check Charge

The policy of the Company will be to accept checks on a discretionary basis with a return check charge of twenty dollars.

4.2 Reconnection/Activation Fee

A charge of $200.00, or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has terminated the Services to Subscriber for any reason allowed by this Tariff.

4.3 Promotions

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made available to Commission Staff upon written request.

SECTION 4 – RATES (CONT'D)

4.4 Miscellaneous Charges

When charges are waived by Underlying Carrier due to promotions, the Company will also waive the charges. This would include but not limited to Line Connection charges, Line Change Charges, Secondary Charges, etc.. However when there are any charges applicable and due the Underlying Carrier, the Company will pass them on to the end user at the tariff price of the Underlying Carrier.

The installation charges may be paid either in full with application or half at application and the other half billed on the first invoice. This would be extended to new customers and would not apply to reapplication of customers who have previously been disconnected for non-payment of a bill(s).

4.5 Customized Service Packages and Competitive Discounts

From time-to-time, based on competitive situations, the Company will offer special discount structures or promotional offerings to retain existing customers and/or develop new customers.

Customized service packages and competitive pricing packages may also be furnished at negotiated rates on a case-by-case basis, in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis

SECTION 4 – RATES (CONT'D)

4.6 Business Local Exchange Services

4.6.1 Non-recurring Charges

Processing/Application Fee	$10.00
Reconnection/Activation Fee	$50.00
Restoral Fee	$25.00

4.6.2 Recurring Charges

Business Basic Service	$59.99
Call Restriction	Included
Directory Listing	Included
911 Service	Included
Hearing Impaired Service	Included
Access Charge	Included
Area Calling (where available)	$25.00
FCC Authorized Line Fee	$ 6.50
Local Number Portability	$ 0.35

SECTION 4 – RATES (CONT'D)

4.6 Business Local Exchange Services

4.6.3 Business Packages

	Monthly
Package A	$55.99
Each additional line	$55.99
Unlimited local calling	
100 minutes of LD	
Package B	$59.99
Each additional line	$59.99
Unlimited local calling	
100 minutes of LD	
Caller ID	
Call Waiting	
Three-Way Calling	
Package C	$69.99
Each additional line	$69.99
Unlimited local calling	
Unlimited long distance	
Caller ID	
Call Waiting	
Three-Way Calling	

SECTION 4 – RATES (CONT'D)

4.6 Business Local Exchange Services (Cont'd)

4.6.3 Business Packages (Cont'd)

	Monthly
Package D	$79.99
Each additional line	$79.99
Unlimited local calling	
Unlimited long distance	
Caller ID	
Call Waiting	
Three-Way Calling	
Call Return	
Call Block	
Call Forwarding Variable	
Call Forwarding Don't Answer-Basic	
Call Forwarding Busy Line-Basic	

SECTION 4 – RATES (CONT'D)

4.7 Additional Non-recurring Charges

Add/Change/Delete Features	$15.00
Caller ID Setup Fee	$10.00
Change Name	$15.00
Change Telephone Number	$25.00
Non-Productive Trip Charge	$90.00
Move – Order	$50.00

4.8 Individual Feature Recurring Charges

Call Block	$6.99
Call Forwarding	$6.99
Call Return	$7.99
Call Trace	$11.99
Call Waiting	$6.99
Caller ID	$9.99
Speed Dial	$5.99
Three-Way	$6.99
Unpublished Number	$5.99
Voice Mail	$8.99
Long-Distance 100 Minutes	$6.99
Long-Distance 200 Minutes	$11.99
Long-Distance 500 Minutes	$26.99

4.9 Directory Assistance

"1-411" local directory assistance	$1.29 per call
"1-XXX-555-1212" directory assistance	$0.99 per call

SECTION 4 – RATES (CONT'D)

4.10 Dedicate Service – Nonrecurring Installation Charges

Transmission Speed	Term of Contract in Months 12
DS1	$1,000.00
PRI	$1,000.00

Note: The foregoing rates represent a onetime installation charge associated with the Service.

4.11 Dedicated Service – Base Rates for Recurring Charges

Transmission Speed	Duration of Contract (in months) 12
DS1	$0.1210

Note: The foregoing monthly rates are per DS0 mile, based on V&H coordinates; additional POP to POP charges and/or local access charges may apply. Contracts over 12 months will be priced ICB

SECTION 4 – RATES (CONT'D)

4.2.6 Dedicated Service – Volume Discount Percentages by Contract Term

Volume	Term of Contract in Months 12
$100,000.00	3%
$200,000.00	5%
$500,000.00	7%

Note: All Volume Discounts are applied when the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to that lower increment. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month.