

The Missouri Public Utility Commission in its order dated October 28, 2004 in case number TA2005-0045 expressly granted waiver of the following commission rules and statutes:

COMMISSION RULES

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|-----------------------|------------------------------|
| 4 CSR 240-10.020 | - depreciation fund income |
| 4 CSR 240-30.040 | - uniform system of accounts |
| 4 CSR 240-3.550(5)(C) | - exchange boundary maps |

STATUTES

- | | |
|--------------------|---|
| Section 392.210.2 | - uniform system of accounts |
| Section 392.240(1) | - just and reasonable rates |
| Section 392.270 | - valuation of property (ratemaking) |
| Section 392.280 | - depreciation accounts |
| Section 392.290 | - issuance of securities |
| Section 392.300.2 | - acquisition of stock |
| Section 392.310 | - stock and debt issuance |
| Section 392.320 | - stock dividend payment |
| Section 392.330 | - issuance of securities, debts and notes |
| Section 392.340 | - reorganization(s) |

Issued: March 1, 2005

Effective: April 15, 2005

Issued By: Daniel E Meldazis, Director Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 2: REGULATIONS

2.5 Customer Deposits and Advance Payments (cont'd)

2.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - 1) two month's charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate of 5.75 or as specified by the Missouri Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

SECTION 2: REGULATIONS2.6.3 Discontinuance of Service for Cause (cont'd.)

- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days verbal or written notice of desire to terminate service. Notices should be sent to:

Broadwing Communications LLC
200 North LaSalle, Suite 800
Chicago, IL 60601
Attn: Customer Care
1-888-362-2522