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MISSOURI
PUBLIC SERVICE COMMISSION

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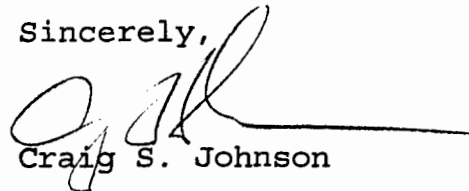
Re: Sho-Me Technologies, L.L.C. Substitute Tariff Sheets

Dear Laura:

As discussed, enclosed please find an original and three copies of Sho-Me Technologies Original Sheet Nos. 2, 3, 7, 9, 12, 16, and 19. These pages have the revisions we discussed on May 7, and I would appreciate your seeing that they are substituted for the corresponding tariff sheets originally filed.

Thank you for your attention.

Sincerely,



Craig S. Johnson

CSJ:skl
Enclosure
cc: John Richards

REGULATORY WAIVERS**STATUTES**

392.240 (1) RSMo	Rate
392.270 RSMo	Valuation of Property
392.280 RSMo	Depreciation
392.290 RSMo	Issuance securities
392.310 RSMo	Issuance securities
392.320 RSMo	Stock dividends
392.330 RSMo	Disposition stock proceeds
392.340 RSMo	Reorganization

RULES

4 CSR 240-10.020	Income on Deprec Invest
4 CSR 240-30.010 (2) (C)	Rate schedules
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-32.030 (1) (B)	Exchange maps
4 CSR 240-32.030 (1) (C)	Applications
4 CSR 240-32.030 (2)	Records
4 CSR 240-32.050 (3-6)	Records
4 CSR 240-32.070 (4)	Coin telephone
4 CSR 240-33.030	Minimum charges
4 CSR 240-33.040 (5)	Delinquent Charges

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Effective: June 21, 1997

Issued by: John K. Davis, General Manager
Sho-Me Technologies L.L.C.
301 W. Jackson - P.O. Box D
Marshfield, Missouri 65706

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these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.

3. DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise require:

- A. Bit - The smallest amount of information in the binary system of notation.
- B. Cable Facilities - A coaxial and or fiber optic cable network with associated repeater amplifiers and coupling devices which provides the path for transmission of signals to or from the Customer's or User's Premises.
- C. Customer - The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.
- D. Circuit - A communications path of a specific bandwidth or transmission speed between two or more points of termination.
- E. Facilities - All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.
- F. Individual Case Basis - A service arrangement in which the regulations, rates, and charges are developed on the specific circumstances of the case.

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negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed.

5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

A. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

1. The Customer has entered into a written contract with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

B. Customer is Responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with

month, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer.

Undisputed invoices not paid within thirty (30) days are subject to interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 13 of this Tariff.

Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.

6. OBLIGATIONS OF THE COMPANY

- A. Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities.
- The Company undertakes to maintain and repair any equipment which it furnished to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- B. Limitations: The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems

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2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

7. SERVICE PERIOD

The period for which service will be provided by the Company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

8. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Reserved for Future Use

9. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such charge should apply in the particular instance.

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13. SERVICE CANCELLATIONS

A. Discontinuance of Service by the Company: The Company, by such written notice to the Customer as specified in the contract between the Customer and the Company, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

1. Non-payment of any sum due to the Company by a Customer;
or
2. A breach of any of Customer's representations or warranties contained in the contract between the Customer and Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

B. Cancellation of Service by the Customer Prior to End of the Contract Period:
When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.