

ADOPTION NOTICE

ExOp of Missouri, Inc. d/b/a Unite

ExOp of Missouri, Inc. d/b/a Unite hereby adopts ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, previously filed with the Missouri Public Service Commission, by ExOp Missouri, Inc.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc. which ExOp of Missouri, Inc. has heretofore filed with, and which were approved by, said Commission.

Issued: January 23, 2003

Effective: February 24, 2003

By: Kevin Anderson, CEO
ExOp of Missouri, Inc. d/b/a Unite
303 North Jefferson, P.O. Box 891
Kearney, Missouri 64060

ExOp of Missouri, Inc. d/b/a Unite

P.S.C. MO. No. 2
First Revised Title Sheet
Replaces Original Sheet No. 1

TITLE SHEET

INTEREXCHANGE/NON-SWITCHED LOCAL EXCHANGE TARIFF

OF

ExOp of Missouri, Inc. d/b/a Unite

This tariff contains the rates, terms and conditions applicable to the provision of interexchange and non-switched, dedicated, private line telecommunications services by ExOp of Missouri, Inc. d/b/a Unite within the State of Missouri. Copies of this tariff may be inspected during normal business hours at the Company's principal place of business. The Company provides facilities-based service and does not provide services on a resale basis. The telecommunications services provided by the Company are not for resale.

The Company and the services it offers under this tariff have been classified as "competitive" by the Missouri Public Service Commission in Case No. TA-97-139.

Issued: January 23, 2003

Effective: February 24, 2003

By: Kevin Anderson, CEO
ExOp of Missouri, Inc. d/b/a Unite
303 North Jefferson, P.O. Box 891
Kearney, Missouri 64060

Missouri Public
Service Commission

RECD OCT 05 1998

**TARIFF
OF
EXOP OF MISSOURI, INC.**

This Tariff, filed with the Missouri Public Service Commission, contains the rates, terms and conditions applicable to interexchange and nonswitched, dedicated, private line telecommunications services in the State of Missouri by ExOp of Missouri, Inc. (the "Company"). Copies of this Tariff may be inspected during normal business hours at the Company's principal place of business. The Company provides facilities-based services and does not provide interexchange or nonswitched private line telecommunications services on a resale basis. The telecommunications services provided by the Company are not for resale.

Notice: Pursuant to Case No. TA-99-139, the Missouri Public Service Commission has classified the Company as a competitive telecommunications company under the provisions of Chapter 392, Revised Statutes of Missouri.

Issued: October 5, 1998

Effective: November 19, 1998

Thomas W. White, President
ExOp of Missouri, Inc.
P.O. Box 891
Kearney, MO 64060

Missouri Public
Service Commission
99 - 139
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TABLE OF CONTENTS

Missouri Public Service Commission
SHEET NO

REC'D OCT 05 1998

Waiver of Rules and Regulations

Explanation of Symbols

6

Tariff Format

7

Exchanges Served

8

1. Definitions

9

2. Rules and Regulations

11

2.1 Undertaking of the Company

11

2.2 Limitations of Service

11

2.3 Use of Service

12

2.3.1 Permitted Uses

12

2.3.2 Minimum Service Period

12

2.3.3 Fixed Service Period

12

2.3.4 Termination

12

2.4 Liability

13

2.5 Interruption of Service

14

2.6 Responsibility of the Customer

14

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

16

2.6.3 Credit Allowances

16

2.6.4 Cancellation by Customer

17

2.6.5 Payment and Charges for Service

18

2.6.6 Deposits and Advance Payments

19

2.6.7 Bad Check Charge

19

Issued: October 5, 1998

Effective: November 19, 1998

Thomas W. White, President
ExOp of Missouri, Inc.
P.O. Box 891
Kearney, MO 64060

Missouri Public Service Commission
99-139
FILED NOV 19 1998

ExOp of Missouri, Inc.

Missouri Public
 Service Commission

REC'D DEC 10 1999

2.6.8	Late Payment Charge	20	
2.7	Responsibility of the Company	20	
2.7.1	Provision of Equipment and Facilities	20	
2.7.2	Calculation of Credit Allowance	20	
2.7.3	Cancellation of Credit	21	
2.7.4	Disconnection of Commercial Service by the Company	21	
2.7.5	Disconnection of Residential Service	22	
2.8	Restoration of Service	24	
2.9	Taxes and Surcharges	24	
2.10	Start of Billing	24	
2.11	Service Connection and Facilities on Customer's Premises	24	
3.	Toll Services	25	
3.1	Description	25	
3.2	Timing of Messages	26	
3.3	Usage Charges	26	
4.	Service Connection Charges	26.01	(T)
5.	Special Construction	26.01	(T)
5.1	Description	26.01	(T)
5.2	Special Construction Charges	27	
5.3	Rights-of-way and Easements	27	
5.4	Advance Payments	28	
5.5	Temporary Facilities	28	
5.6	Special Conditions	29	
5.7	Special Assemblies of Equipment or Speculative Projects	29	

Missouri Public
 Service Commission

FILED JAN 17 2000

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Thomas W. White, President
 ExOp of Missouri, Inc.
 P.O. Box 891
 Kearney, MO 64060

JAN 17 2000

2.6.8	Late Payment Charge	20
2.7	Responsibility of the Company	20
2.7.1	Provision of Equipment and Facilities	20
2.7.2	Calculation of Credit Allowance	20
2.7.3	Cancellation of Credit	21
2.7.4	Disconnection of Commercial Service by the Company	21
2.7.5	Disconnection of Residential Service	22
2.8	Restoration of Service	24
2.9	Taxes and Surcharges	24
2.10	Start of Billing	24
2.11	Service Connection and Facilities on Customer's Premises	24
3.	Toll Services	25
3.1	Description	25
3.2	Timing of Messages	26
3.3	Usage Charges	26
4.	Service Connection Charges	26
5.	Special Construction	26
5.1	Description	26
5.2	Special Construction Charges	27
5.3	Rights-of-way and Easements	27
5.4	Advance Payments	28
5.5	Temporary Facilities	28
5.6	Special Conditions	29
5.7	Special Assemblies of Equipment or Speculative Projects	29

Missouri Public Service Commission

REC'D OCT 05 1998

CANCELLED

JAN 17 2000

By 1st RS 3
Public Service Commission
MISSOURI

Issued: October 5, 1998

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Thomas W. White, President
ExOp of Missouri, Inc.
P.O. Box 891
Kearney, MO 64060

Missouri Public Service Commission

99-139
FILED NOV 19 1998

6.	Promotions	
7.	Private Line Services	30
	7.1 Services	30
	7.2 Individual Case Basis	30
8.	Operator Services	30
	8.1 Directory Assistance	30
	8.2 Operator Assistance	31
	8.2.2 Operator Assisted Surcharges	32
	8.3 Busy Line Verification	32
	8.4 Busy Line Verification with Interrupt	32
	8.5 Rates	33

Missouri Public
Service Commission
REC'D OCT 05 1998

Issued: October 5, 1998

Effective: November 19, 1998

Thomas W. White, President
ExOp of Missouri, Inc.
P.O. Box 891
Kearney, MO 64060

Missouri Public
Service Commission
99-139
FILED NOV 19 1998

WAIVER OF RULES AND REGULATIONS

RECD OCT 05 1998

Pursuant to Case No. TA-99-139, the Missouri Public Service Commission has classified ExOp of Missouri, Inc. as a competitive telecommunications company under the provisions of Chapter 392, Revised Statutes of Missouri, and waived the following statutes and rules:

Statutes

392.210.2	-	Uniform System of Accounts
392.240(1)	-	Setting Just and Reasonable Rates
392.270	-	Property Valuation
392.280	-	Depreciation Rates
392.290	-	Issuance of Securities
392.300.2	-	Acquisition of Stock
392.310	-	Issuance of Stock and Debt
392.320	-	Stock Dividend Payment
392.330	-	Issuance of Securities, Debts, and Notes
392.340	-	Reorganization(s)

Commission Rules

4 CSR 240-10.020	-	Depreciation Fund Income
4 CSR 240-30.040	-	Uniform System of Accounts
4 CSR 240-30.010(2)(C)	-	Rate Schedule Posted at Central Office
4 CSR 240-32.030(1)(B)	-	File Exchange Boundary Maps With Commission
4 CSR 240-32.030(1)(C)	-	Track Applications for Access Lines & Changes in Service Grades
4 CSR 240-32.030(2)	-	In-state Record Keeping
4 CSR 240-32.050(3)	-	Keep Tariff, Maps, Publicly Announced Information at Business Office
4 CSR 240-32.050(4)	-	Telephone Directories
4 CSR 240-32.050(5)	-	Call Intercept
4 CSR 240-32.050(6)	-	Telephone Number Changes
4 CSR 240-32.070(4)	-	Provide a Coin Telephone in Each Exchange
4 CSR 240-33.030	-	Inform Customers of Lowest Price
4 CSR 240-33.040(5)	-	Financing Fee
4 CSR 240-35	-	Reporting of Bypass and Customer Specific Arrangements

Issued: October 5, 1998

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P.O. Box 891
Kearney, MO 64060

Missouri Public
Service Commission
99-139
FILED NOV 19 1998

EXPLANATION OF SYMBOLS

- D Delete or Discontinue
- I Change resulting in an increase in rate
- M Moved from another Tariff location
- N New
- R Change resulting in a reduction in rate
- T Change in text or regulation but no change in rate or charge

Missouri Public
Service Commission

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Issued: October 5, 1998

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P.O. Box 891
Kearney, MO 64060

Missouri Public
Service Commission
99-139
FILED NOV 19 1998

REC'D OCT 05 1998

TARIFF FORMAT

- A. Sheet Numbering — Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets Nos. 7 and 8 would be Sheet No. 7.01.
- B. Sheet Revision Numbers — Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 2nd revised Sheet No. 7 cancels the 1st revised Sheet No. 7. -Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are eight levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)

Issued: October 5, 1998

Effective: November 19, 1998

Thomas W. White, President
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 P.O. Box 891
 Kearney, MO 64060

Missouri Public Service Commission
 99 - 139

FILED NOV 19 1998

ExOp of Missouri, Inc.

PSC Mo. No. 2

Missouri Public
Service Commission
Original Sheet No. 8

EXCHANGES SERVED

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The Company provides intrastate interexchange services to Customers located in the following exchanges:

Kearney
Platte City

Rates charged to Customers do not vary based upon the exchange to which a call is placed.

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P.O. Box 891
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Missouri Public
Service Commission
99 - 139
FILED NOV 19 1998

REC'D OCT 05 1998

1. DEFINITIONS

The following terms, whether or not capitalized in this Tariff, shall have the meanings set forth below:

Business — When used in relation to service, means service provided in offices, stores, factories and all other places for business use.

Commission — The Missouri Public Service Commission, unless the context indicates otherwise.

Company — ExOp of Missouri, Inc. unless the context indicates otherwise.

Customer — The Person which orders or uses the service and is responsible for the payment of rates and charges and compliance with tariff regulations.

Customer Premises — One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Customer Provided Equipment (CPE) — Equipment provided by the Customer.

Demarcation Point — That point of interconnection between the Company's facilities and the wiring at the Customer Premises. The Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules and regulations (a network interface).

The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment on the effective date of this Tariff. For multi-unit structures (e.g., apartments, college campuses, shopping centers), the structure owner shall make the final decision on whether the structure shall be treated as a multi-structure with one Demarcation Point per unit or, as a single unit with one Demarcation Point for the entire structure. The structure owner shall have the option of having the Demarcation Point placed at a location other than that determined by the Company, provided the structure owner pays any additional construction costs and such location is consistent with the minimum point of entry standard.

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as a single unit premises, with the Demarcation Point being placed on the shore.

Disconnection — The temporary cessation of telecommunications service.

Exchange Access Line — A central office line which provides access to the exchange telephone network for local and long distance telephone service and includes the service, central office equipment and all outside plant facilities furnished by the Company.

Exchange Service — The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

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P.O. Box 891
Kearney, MO 64060

Missouri Public Service Commission
99-139
FILED NOV 19 1998

REC'D OCT 05 1998

1. DEFINITIONS (continued)

LATA — Local Access and Transport Area.

Local Messages — A local message is a telephone conversation of any prescribed length between two telephone stations. It is the measurement upon which the charges for telephone communications are based when the calling station and the station to which communications are established are both within the same local service area.

Local Service Area — That area within which a Customer can make telephone calls at exchange rates.

Person — An individual, corporation, limited liability company, partnership, or any other entity.

Residence or Residential — When used in relation to service, means service provided in private residence for personal non-business use.

Station — Telephone equipment from or to which calls are placed.

Trunk — A commercial channel between two switching (i.e., Central Office, PBX) systems.

Termination — The permanent cessation of telecommunications service.

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P.O. Box 891
Kearney, MO 64060

Missouri Public
Service Commission
99-139
FILED NOV 19 1998

REC'D OCT 05 1998

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish intrastate interexchange telecommunications service pursuant to the terms and conditions contained in this Tariff. The Company also undertakes to provide nonswitched, dedicated, private line service within a local calling scope.
- 2.1.2 The furnishing of service under this Tariff is subject to the availability on a continuing-basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers from time to time as required at the sole discretion of the Company, pursuant to 4 CSR 240-32.080.
- 2.1.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.1.4 The Company may undertake service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- 2.1.5 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.6 Applications for initial or additional service made orally or in writing become a contract upon the establishment of the service or facility.

2.2 Limitations of Service

- 2.2.1 The Company offers service to all Persons who desire to purchase service from the Company consistent with all provisions of this Tariff. Persons interested in the Company's services shall submit information to the Company which fully satisfies the Company and identifies the services requested.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.

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P.O. Box 891
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Missouri Public
Service Commission
99-139
FILED NOV 19 1998

2. RULES AND REGULATIONS (continued)

2.2 Limitations of Service (continued)

2.2.3 The Company reserves the right to discontinue furnishing service, in the manner specified in Section 2.7, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by the Company under this Tariff remains with the Company. Prior written permission from the Company is required before any assignment or transfer. Any regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Use of Service

2.3.1 Permitted Uses

Service may not be used for any unlawful purposes, or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier.

2.3.2 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

2.3.3 Fixed Service Period

If Customer and the Company have agreed to a specified term of service under any service order, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice.

2.3.4 Termination

Any termination shall not relieve Customer of its obligations to pay any charges incurred under this Tariff or in any service order prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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P.O. Box 891
Kearney, MO 64060

Missouri Public
Service Commission
99-139
FILED NOV 19 1998

REC'D OCT 05 1998

2. RULES AND REGULATIONS (continued)

2.4 Liability

- 2.4.1 The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed the amount of the credit allowance described in Section 2.6 herein. The extension of credit allowances as described in Section 2.6 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.
- 2.4.2 The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- 2.4.3 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 - A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;
 - B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
 - C. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members or invitees;

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Effective: November 19, 1998

Thomas W. White, President
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P.O. Box 891
Kearney, MO 64060

Missouri Public Service Commission
99-139

FILED NOV 19 1998

2. RULES AND REGULATIONS (continued)

Missouri Public Service Commission

REC'D OCT 05 1998

2.4 Liability (continued)

2.4.3 (continued)

- D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company; or
- E. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 2.4 herein and the terms of Section 2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer within his or her control, or is not in wiring on Customer's side of the Demarcation Point or equipment, power supplies, or communications systems, if any, furnished by Customer or Persons other than the Company.

2.6 Responsibility of the Customer

2.6.1 All Customers assume general responsibilities in connection with the provision and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:

Issued: October 5, 1998

Effective: November 19, 1998

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P.O. Box 891
Kearney, MO 64060

Missouri Public Service Commission
99-139

FILED NOV 19 1998

2. RULES AND REGULATIONS (continued)

RECD OCT 05 1998

2.6 Responsibility of the Customer (continued)

2.6.1 (continued)

- A. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
- B. Providing:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.
- D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company's facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment on such premises.
- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by, the Company to the Customer.
- F. Providing the Company's authorized employees, contractors, or agents access to the Customer's premises at all reasonable hours for any purpose reasonably pertinent to furnishing of telephone service.

Issued: October 5, 1998

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P.O. Box 891
Kearney, MO 64060

Missouri Public
Service Commission
99-139
FILED NOV 19 1998

2. RULES AND REGULATIONS (continued)

Missouri Public Service Commission

2.6 Responsibility of the Customer (continued)

RECD OCT 05 1998

2.6.1 (continued)

- G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of the Company's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for the Company's employees, contractors, or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination service as stated herein, removing the facilities or equipment of the Company, and not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
- H. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees, contractors, or agents shall be installing or maintaining the Company's facilities and equipment.

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

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P.O. Box 891
Kearney, MO 64060

Missouri Public Service Commission
99-139
FILED NOV 19 1998

2. RULES AND REGULATIONS (continued)

RECD OCT 05 1998

2.6 Responsibility of the Customer (continued)

2.6.3 Credit Allowances (continued)

- C. Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment located on the Customer's side of the Demarcation Point.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
1. interruptions of service resulting from the Company performing routine maintenance;
 2. interruptions of service for implementation of a Customer order for a change in the service;
 3. interruptions caused by the negligence or willful act or omission of Customer or its authorized user; or
 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service provided. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service contract. Such termination charge will be equal to one month's usage as projected in the Company's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, or before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service has been provided, the nonrecoverable cost of such construction shall be borne by Customer.

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Thomas W. White, President
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P.O. Box 891
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Missouri Public
Service Commission
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2. RULES AND REGULATIONS (continued)

REC'D OCT 05 1998

2.6.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by the Company in accordance with the provisions of this Tariff.
- B. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, 800; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees.
- F. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be appealed to the Commission.

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2. RULES AND REGULATIONS (continued)

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2.6 Responsibility of the Customer (continued)

2.6.6 Deposits and Advance Payments

A. Advance Payments — The Company may require a Customer or applicant for service who is unable to establish credit satisfactory to the Company to make an advance payment. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

B. Deposits

The Company reserves the right to examine the credit record of all service applicants and require a security deposit when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Deposits held will accrue interest at a rate which is equal to a rate of one percent (1%) above the prime lending rate as published in *The Wall Street Journal*. This amount shall be adjusted annually by using the prime lending rate published in *The Wall Street Journal* for the last business day of September of each year with the revised rate to be implemented on the first of October of each year.

2.6.7 Bad Check Charge

The Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

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2. RULES AND REGULATIONS (continued)

RECD OCT 05 1998

2.6 Responsibility of the Customer (continued)

2.6.8 Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor of 1.5% per month.

Collection procedures are unaffected by the application of the late payment charge. The late payment charge does not apply to final amounts.

2.7 Responsibility of the Company

2.7.1 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff and applicable rules of the Commission.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the service provided to the Customer.

2.7.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted, the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than twelve hours.
- B. Customer will be credited at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption.

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2. RULES AND REGULATIONS (continued)

Missouri Public
Service Commission2.7 Responsibility of the Company (continued)

RECD OCT 05 1998

2.7.3 Cancellation of Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.7.4 Disconnection of Commercial Service by the Company

The Company may discontinue commercial service or cancel an application for commercial service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

- A. Without notice for tampering with the Company's equipment, hazardous conditions, or Customer use of equipment, where it adversely affects the Company's equipment or services; or
- B. Without notice in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- C. Without notice in the event the Company is prohibited from furnishing services by order of a court or other federal, state or local government authority, bureau, agency or commission, or
- D. Without notice if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- E. Without notice if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- F. Without notice if the Customer states that it will not or fails to comply with a request of the Company for security of the payment for service(s) or advance payments, as specified in this Tariff; or
- G. Without notice if the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- H. Without notice if the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using tricks, schemes; false or invalid numbers; false credit devices, electronic devices, or other means; or

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2. RULES AND REGULATIONS (continued)

REC'D OCT 05 1998

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Commercial Service by the Company (continued)

- I. Without notice if the Customer's use of equipment adversely affects the Company's service to others or endangers public safety or health;
- J. Without notice if upon condemnation of any material portion of the Customer's facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
- K. Without notice for fraudulent use of the Company's network.

2.7.5 Disconnection of Residential Service

Residential service may not be discontinued by the Company for failure to pay charges not subject to the Commission's jurisdiction unless specifically authorized in the Company's tariffs approved by the Commission.

Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

Residential Customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.

Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the Customer at least five days prior to the date of the proposed discontinuance.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

The Company's Notice of Discontinuance shall contain the following information:

The name and address and telephone number of the Customer.

A statement of the reason for the proposed discontinuance and the cost (to the Customer) for reconnection.

The date after which service will be discontinued unless appropriate action is taken.

How a Customer may avoid the discontinuance.

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2. RULES AND REGULATIONS (continued)

Missouri Public Service Commission

2.7 Responsibility of the Company (continued)

REC'D OCT 05 1998

2.7.5 Disconnection of Residential Service (continued)

The Company's notice of Discontinuation (continued)

The Customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full.

The telephone number where the Customer may make an inquiry.

A statement that this notice will not be effective if the charges involved are part of any unresolved dispute.

A statement of the exception for medical emergency as follows:

Residential Medical Emergency

The Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide the Company with reasonable evidence of such necessity.

Settlement Agreement for Residential Customers

1. When a residential Customer is unable to pay a charge in full when due, the Company shall permit the Customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both the Company and the Customer. A copy of the settlement agreement shall be delivered or mailed to the Customer upon request by the Customer.
2. Matters treated by a settlement agreement shall not constitute a basis for discontinuance as long as the terms of the settlement agreement are followed.

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P.O. Box 891
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2. RULES AND REGULATIONS (continued)

RECD OCT 05 1998

2.8 Restoration of Service

If service is discontinued for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

During the period of disconnection, Customer's telephone number will not be assigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

2.9 Taxes and Surcharges

2.9.1 The Customer is responsible for the payment of all applicable taxes and franchise fees. All other charges and surcharges will be submitted to the Commission for approval before the Company will add any portion of them to a Customer's bill.

2.9.2 All charges arising under Section 2.9.1 will be listed as separate line items and are not included in the quoted rates. Where a tax is levied on a percentage of gross receipts, that percentage will be applied to each Customer's bill so affected; and the amount so computed will be added as a separate item to the Customer's bill. Where a tax is levied other than on a percentage of gross receipts, a pro-rata share of the total tax shall be added as a separate itemized item to each Customer's bill. All such taxes collected by the Company shall be paid to the city, county, or taxing authority in accordance with the promulgated regulations pertaining to each tax.

2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

2.11 Service Connection and Facilities on Customer's Premises

The Company shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Tariff. All facilities shall conform to the established construction standards of the Company.

Except as otherwise specified in this Tariff, all equipment furnished by the Company in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company or its contractors or agents shall be allowed to connect, disconnect, change or alter in any manner any or all such facilities.

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ExOp of Missouri, Inc.

Missouri Public Service Commission

2. RULES AND REGULATIONS (continued)

REC'D DEC 10 1999

2.11 Service Connection and Facilities on Customer's Premises (continued)

Customer will be held responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control.

At the termination of service the Company may remove any and all of its property located at the Customer Premises, as provided for in this Tariff.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

3. TOLL SERVICES

3.1 Description

3.1.1 Toll service is furnished for telephone communication between telephones in different local calling areas within the state in accordance with the regulations and schedules of charges specified in this Tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff. Services include outbound (switched and dedicated access), inbound (switched and dedicated access), and travel card services.

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(D)

3.1.2 Outbound toll service offers Customers an outbound, "1+" dialed long distance service for calls originating and terminating in the State of Missouri, and is available using either switched access or dedicated origination.

3.1.3 Inbound toll service offers Customers in inbound toll service for calls originating and terminating in the State of Missouri, and is available using either switched access or dedicated access termination. This service enables the caller to contact the inbound toll service Customer without the caller incurring toll charges. Calls are placed by dialing a toll free "800 or 888 number."

3.1.4 Travel Card service is a service which allows the Customer to place calls from lines other than the Customer's presubscribed location and charge the call to the presubscribed location. The Customer may place calls from any touch tone in the U.S. by dialing a toll free "800 or 888 number" and entering a personal identification code, followed by the desired telephone number. Travel Card calls are billed at the Company's rates and appear on the Customer's monthly long distance bill.

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Issued: December 10, 1999

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JAN 17 2000

REC'D OCT 05 1998

2. RULES AND REGULATIONS (continued)

2.11 Service Connection and Facilities on Customer's Premises (continued)

Customer will be held responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control.

At the termination of service the Company may remove any and all of its property located at the Customer Premises, as provided for in this Tariff.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

3. TOLL SERVICES

3.1 Description

- 3.1.1 Toll service is furnished for telephone communication between telephones in different local calling areas within the state in accordance with the regulations and schedules of charges specified in this Tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff. Services include outbound (switched and dedicated access), inbound (switched and dedicated access), and travel card services. Toll service is an optional service available to Customers obtaining dial-tone from the Company.
- 3.1.2 Outbound toll service offers Customers an outbound, "1+" dialed long distance service for calls originating and terminating in the State of Missouri, and is available using either switched access or dedicated origination.
- 3.1.3 Inbound toll service offers Customers an inbound toll service for calls originating and terminating in the State of Missouri, and is available using either switched access or dedicated access termination. This service enables the caller to contact the inbound toll service Customer without the caller incurring toll charges. Calls are placed by dialing a toll free "800 or 888 number."
- 3.1.4 Travel Card service is a service which allows the Customer to place calls from lines other than the Customer's presubscribed location and charge the call to the presubscribed location. The Customer may place calls from any touch tone in the U.S. by dialing a toll free "800 or 888 number" and entering a personal identification code, followed by the desired telephone number. Travel Card calls are billed at the Company's rates and appear on the Customer's monthly long distance bill.

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CANCELLED

Thomas W. White, President
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1st RS 25
Missouri Public Service Commission
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Missouri Public Service Commission
99-139
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3. TOLL SERVICES (continued)

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3.1.5 Services Packages

3.1.5.1 Bronze Package

3.1.5.1.1 Description – The Bronze Package plan offers Residential Customers a flat rate charge for Local Telephone Service, Long Distance Service and Digital Cable TV. The Bronze Package includes: 3 calling features, metro calling plan, unlimited long distance, and equipment for 2 televisions.

3.1.5.2 Bronze II Package

3.1.5.2.1 Description – The Bronze II Package plan offers Residential Customers a flat rate charge for Local Telephone Service, Long Distance Service and High-Speed Internet. The Bronze Package II includes: 3 calling features, metro calling plan, unlimited long distance, and Starter High-Speed Internet

3.1.5.3 Silver Package

3.1.5.3.1 Description – The Silver Package plan offers Residential Customers a flat rate charge for Local Telephone Service, Long Distance Service, Digital Cable TV, and High-Speed Internet. The Silver Package includes: 3 calling features, metro calling plan, unlimited long distance, equipment for 2 televisions, and Starter High-Speed Internet.

3.1.5.4 Gold Package

3.1.5.4.1 Description – The Gold Package plan offers Residential Customers a flat rate charge for Local Telephone Service, Long Distance Service, Digital Cable TV, 1 Premium Movie Channel and High-Speed Internet. The Gold Package includes: 5 calling features, metro calling plan, caller ID on TV, unlimited long distance, equipment for 3 televisions and Standard High-Speed Internet

3.1.5.5 Platinum Package

3.1.5.5.1 Description – The Platinum Package plan offers Residential Customers a flat rate charge for Local Telephone Service, Long Distance Service, Digital Cable TV, 4 Premium Movie Channel and High-Speed Internet. The Platinum Package includes: 10 calling features, metro calling plan, caller ID on TV, voicemail, unlimited long distance, equipment for 3 televisions and Premium High-Speed Internet.

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Issued: May 2, 2007

Kevin Anderson, CEO
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PO Box 891
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Effective: June 1, 2007

3. TOLL SERVICES (continued)

3.2 Timing of Messages

- 3.2.1 Outbound and inbound toll service calls are timed in 6 (six) second increments with an 18 (eighteen) second minimum. Travel Card service calls are time in 1 (one) minute increments.
- 3.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 3.2.3 For person to person calls, call timing begins when a connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate. Operator Services rates specified in the Company's Basic Local Telecommunications Service tariff, PSC Mo. No. 1, may apply.
- 3.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.3 Usage Charges

3.3.1 Long Distance Rates

Standard Rates	Residential	Commercial
Interstate InterLATA – Peak	.09	.08
Off-Peak	.07	.08
Intrastate IntraLATA – Peak	.09	.09
Off-Peak	.09	.09

3.3.2 Calling Plans

3.3.2.i Unite Residential -

Unite 100 – 100 minutes of long distance	4.95
Excess usage	.065/minute
United 250 – 250 minutes of long distance	14.95
Excess usage	.065/minute

3.3.2.ii Unite Unlimited Calling Plan* -

Standard Residential - \$19.95/month	Residential Silver - \$0.00/month	(R)
Residential Bronze Bundle - \$9.95/month	Residential Gold - \$0.00/month	
Residential Bronze II Bundle - \$9.95/month	Residential Platinum - \$0.00/month	(R)

*Rates above apply when purchased with the corresponding Video and/or HSD bundle package.

Residential Calling plans provide unlimited calling within the United States only and cannot be used for access to the Internet or for business purposes. Unite has the right to discontinue unlimited long distance in the event of inappropriate use of the plan.

Unlimited pricing is for MCA lines. Non-MCA lines add - \$14.00

Issued: March 29, 2007

Kevin Anderson, CEO
 ExOp of Missouri, Inc.
 PO Box 891
 Kearney, MO 64060

Effective: March 30, 2007

3. TOLL SERVICES (continued)

3.2 Timing of Messages

- 3.2.1 Outbound and inbound toll service calls are timed in 6 (six) second increments with an 18 (eighteen) second minimum. Travel Card service calls are timed in 1(one) minute increments.
- 3.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 3.2.3 For person to person calls, call timing begins when a connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate. Operator Services rates specified in the Company's Basic Local Telecommunications Service tariff, PSC Mo. No. 1, may apply.
- 3.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.3 Usage Charges

3.3.1 Long Distance Rates

Standard Rates		Residential		Commercial	
Interstate	InterLATA – Peak	.09	(T)	.08	(R)
	Off-Peak	.07	(T)	.08	(R)
Intrastate	IntraLATA – Peak	.09	(R)	.09	(R)
	Off-Peak	.09	(R)	.09	(R)

3.3.2 Calling Plans

3.3.2.i Unite Residential –

Unite 100 – 100 minutes of long distance	4.95
Excess usage	.065/minute
Unite 250 – 250 minutes of long distance	14.95
Excess usage	.065/minute

3.3.2.ii Unite Unlimited Calling Plan –

Standard Residential	\$29.95/month
Residential Bronze – \$24.95	Residential Gold - \$14.95
Residential Silver - \$19.95	Residential Platinum - \$9.95

Residential Calling plans provide unlimited calling within the United States only and cannot be used for access to the Internet or for business purposes. Unite has the right to discontinue unlimited long distance in the event of inappropriate use of the plan.

Unlimited pricing is for MCA lines. Non-MCA lines add - \$14.00 (N)
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Issued: May 25, 2005

Kevin Anderson, CEO
 ExOp of Missouri, Inc.
 P.O. Box 891
 Kearney, MO 64060

Effective: July 1, 2005

ExOp of Missouri, Inc.

Missouri Public
Service Commission

3. TOLL SERVICES (continued)

REC'D DEC 10 1999

3.2 Timing of Messages

- 3.2.1 Outbound and inbound toll service calls are timed in 6 (six) second increments with an 18 (eighteen) second minimum. Travel Card service calls are timed in 1 (one) minute increments.
- 3.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 3.2.3 For person to person calls, call timing begins when a connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate. Operator Services rates specified in Section 8 may apply.
- 3.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.3 Usage Charges

IntraLATA Toll - Standard:

Inbound and Outbound Toll \$0.0155/6-second increment

InterLATA Toll - Standard:

Inbound and Outbound Toll (Residential)*

Daytime (8:00 a.m. to 5:59 p.m.) \$.009/6-second increment

Evening (6:00 p.m. to 7:59 a.m.) \$.007/6-second increment

Weekend (6:00 p.m. Friday to 7:59 a.m. Monday) \$.007/6-second increment

*In addition to incremental usage charges, the Company will charge each residential toll customer a monthly per-line charge of \$5.00. Customers who also subscribe to the Company's local telephone service will receive a monthly credit of \$5.00 per line to offset the monthly per-line charge.

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Missouri Public
Service Commission

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Effective [REDACTED]

Thomas W. White, President
ExOp of Missouri, Inc.
P.O. Box 891
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JAN 17 2000

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3. TOLL SERVICES (continued)

3.2 Timing of Messages

- 3.2.1 Outbound and inbound toll service calls are timed in 6 (six) second increments with an 18 (eighteen) second minimum. Travel Card service calls are timed in 1 (one) minute increments.
- 3.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 3.2.3 For person to person calls, call timing begins when a connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate. Operator Services rates specified in Section 8 may apply.
- 3.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.3 Usage Charges

IntraLATA and InterLATA Toll - Standard:

Inbound and Outbound Toll

Switched Access Origination	\$.015/6-second increment
Dedicated Access Origination	\$.012/6-second increment

Travel Card Service	\$.35/minute
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4. SERVICE CONNECTION CHARGES

The Company will not charge a service connection charge specific to its interexchange services.

5. SPECIAL CONSTRUCTION

5.1 Description

The Company, upon receipt of applicant's proper application, will install a telephone system with suitable materials to assure that the applicant will receive reasonably safe and adequate telephone service. The provision of the telephone system will be provided at no charge except where a charge is permitted under Sections 5.2 and 5.4. Temporary service is provided for under Section 5.5. Due to the Company's hub (central office) and spoke (fiber transmission line to an electronic distribution node) system design, it will have facilities available for the supply of service to any Customer within 12,000 feet of the hub or electronic distribution node.

CANCELLED

JAN 17 2000

By *1st RS 26*
Public Service Commission
MISSOURI

Issued: October 5, 1998

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Thomas W. White, President
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3. TOLL SERVICES (continued)

3.3 Usage Charges

3.3.2 Calling Plans

3.3.2.iii Unite 800 Service -

	Residential	Commercial
Intrastate Inter LATA	.09	.09
Interstate Inter LATA	.09	.09
Month Recurring Charge Per 800 Number		\$5.00

3.3.2.iv Unite Calling Card Service -

	Residential	Commercial
Intrastate Inter LATA	.155	.155
Interstate Inter LATA	.155	.155
Surcharge of .35/call		(N)

4. SERVICE CONNECTION CHARGES

The company will not charge a service connection charge specific to its interexchange services.

5. SPECIAL CONSTRUCTION

5.1 Description

A The Company, upon receipt of applicant's proper application, will install a telephone system with suitable materials to assure that the applicant will receive reasonably safe and adequate telephone service. The provision of the telephone system will be provided at no charge except where a charge is permitted under Sections 5.2 and 5.4. Temporary service is provided for under Section 5.5. Due to the Company's hub (central office) and spoke (fiber transmission line to an electronic distribution node) system design, it will have facilities available for the supply of service to any Customer within 12,000 feet of the hub or electric distribution node.

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Kevin Anderson, CEO
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Missouri Public Service Commission

3. TOLL SERVICES (continued)

3.3 Usage Charges (continued)

REC'D DEC 10 1999

Inbound and Outbound Toll (Commercial) \$.009/6-second increment (R)

InterLATA Toll - Volume Discount: (N)

Commercial customers using 20,000 or more minutes in any month for all interexchange services purchased from the Company (switched or dedicated, interLATA or intraLATA) \$.008/6-second increment (N)

Travel Card Service \$.35/minute (M)

4. SERVICE CONNECTION CHARGES

The Company will not charge a service connection charge specific to its interexchange services.

5. SPECIAL CONSTRUCTION

5.1 Description

A The Company, upon receipt of applicant's proper application, will install a telephone system with suitable materials to assure that the applicant will receive reasonably safe and adequate telephone service. The provision of the telephone system will be provided at no charge except where a charge is permitted under Sections 5.2 and 5.4. Temporary service is provided for under Section 5.5. Due to the Company's hub (central office) and spoke (fiber transmission line to an electronic distribution node) system design, it will have facilities available for the supply of service to any Customer within 12,000 feet of the hub or electronic distribution node. (M)

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5. SPECIAL CONSTRUCTION (continued)

5.1 Description (continued)

B. Special construction is that construction undertaken:

Where facilities are not presently available, and there is no other requirement for the facilities so constructed;

Of a type other than that which the Company would normally utilize in the furnishing of its services;

Over a route other than that which the Company would normally utilize in the furnishing of its services;

In a quantity greater than that which the Company would normally construct;

On an expedited basis;

On a temporary basis until permanent facilities are available; or

In advance of its normal construction.

5.2 Special Construction Charges

When the Company undertakes special construction for a Customer, the Company will charge the Customer a special construction charge equal to the sum of the following costs, plus a reasonable return on the Company's investment:

- Material
- Material overhead
- Installation labor
- Installation labor overhead

5.3 Rights-of-way and Easements

A. Within the applicant's subdivision, the Company will construct, own, operate, and maintain telephone lines only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained without cost or need for condemnation by the Company.

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Service Commission

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5. SPECIAL CONSTRUCTION (continued)

5.3 Rights-of-way and Easements (continued)

- B. Rights-of-way and easements within the subdivision, satisfactory to the Company, must be furnished by the applicant in reasonable time to meet construction and service requirements before the Company shall be required to commence its installation. Such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions and graded to within six inches of final grade by applicant at no charge to the Company. Such clearance and grading must be maintained by the applicant during construction by the Company.

5.4 Advance Payments

- A. Where, due to the manner in which a subdivision is developed, the Company is required to construct an underground telephone distribution system, pursuant to 4 CSR 240-30.020, through a section or sections of the subdivision where service will not be connected for at least two years, then the Company may require an advance payment equal to the estimated cost of construction from the applicant before construction is commenced. If in the judgment of the Company an advance is required under the above-described conditions, the Company has the right to refuse installation of the system until the required advance is paid to the Company. Where the subdivision is developed in a uniform manner, so that the Company may restrict the construction of its underground telephone distribution system to a section or sections in which buildings are being constructed, the Company may not require an advance.
- B. If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro rata basis as the permanent service connection is made to each building or multiple-occupancy buildings.
- C. Any portion of an advance remaining un-refunded ten years from the date the Company is first ready to render service with the extension will be retained by the Company and credited to the appropriate construction account.

5.5 Temporary Facilities

- A. Temporary facilities may be installed to provide service when necessary, for a maximum period of one year.
- B. Where it is necessary to place temporary facilities in advance of the permanent telephone system in order to provide telephone service, the Company may require the applicant to pay the estimated non-recoverable costs of the temporary facilities. If the required costs under the above-described conditions apply, the Company may require the applicant to pay the estimated non-recoverable costs of the temporary facilities. If the required costs under the above-described conditions apply, the Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Company.

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Service Commission
99-139
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5. SPECIAL CONSTRUCTION (continued)

5.6 Special Conditions

In circumstances where the application of these rules appears impractical or unjust to applicant or the Company or discriminatory to other Customers (e.g., difficult rock conditions), the Company or applicant shall refer the matter to the Missouri Public Service Commission for special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction.

5.7 Special Assemblies of Equipment or Speculative Projects

A. Special assemblies of equipment or speculative projects for which provision is not otherwise made in the tariff may be provided where practicable if not detrimental to any of the services furnished by the Company.

B. The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge, or any combination thereof and will include, when applicable, one or more of the following estimated expense items associated with the special equipment, or any combination thereof:

- Maintenance expense
- Depreciation expense
- Administration expense
- Taxes—including federal income tax
- A reasonable return on investment
- Other specific items of expense that may be associated with the facility provided

C. The estimated installation cost used in the derivation of the various expense items shall include the following:

- Material
- Material overhead
- Installation labor
- Installation labor overhead

D. Upon request copies of the cost derivation shall be submitted to the Commission.

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Missouri Public Service Commission
99-139
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6. PROMOTIONS

- 6.1 The Company provides may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing Services. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residential and/or commercial customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions.

(D)

7. PRIVATE LINE SERVICES

7.1 Services

The company will provide private line services to Customers on an Individual Case Basis ("ICB"), as discussed in Section 7.2.

7.2 Individual Case Basis

Individual Case Basis rates will be structured to recover the Company's cost of providing the services contracted for. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis. ICB contracts will not be entered into for switched services.

(D)

8. OPERATOR SERVICES

8.1 Directory Assistance

- 8.1.1 A Customer may obtain Directory Assistance in determining long distance telephone numbers by calling the Directory Assistance operator.

- 8.1.2 Each call to Directory Assistance will be charged as follows:

Per Call

\$0.90

- 8.1.3 The Customer may request a maximum of two telephone numbers per call to Directory Assistance Service.

Issued: May 25, 2005

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ExOp of Missouri, Inc.
P.O. Box 891
Kearney, MO 64060

Effective: July 1, 2005

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6. PROMOTIONS

6.1 The Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing Services. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residential and/or commercial customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions. (T)

6.2 All employees of commercial toll Customers will receive a monthly credit of \$5.00 per line to offset the \$5.00 per-line charge for interLATA toll Customers. Residential Customers who receive an offsetting credit because they subscribe to the Company's local service will not, however, receive an additional credit under this promotion. This promotion will be effective from February 1, 2000 through January 31, 2001. (N)

7. PRIVATE LINE SERVICES

7.1 Services

The Company will provide private line services to Customers on an Individual Case Basis ("ICB"), as discussed in Section 7.2.

7.2 Individual Case Basis

Individual Case Basis rates will be structured to recover the Company's cost of providing the services contracted for. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis. ICB contracts will not be entered into for switched services.

8. OPERATOR SERVICES

8.1 Directory Assistance

8.1.1 A Customer may obtain Directory Assistance in determining long distance telephone numbers by calling the Directory Assistance operator.

8.1.2 Each call to Directory Assistance will be charged as follows:

Per Call
\$ 0.90

Missouri Public Service Commission

FILED JAN 21 2000

8.1.3 The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

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6. PROMOTIONS

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing Services. The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residential and/or commercial customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions.

7. PRIVATE LINE SERVICES

7.1 Services

The Company will provide private line services to Customers on an Individual Case Basis ("ICB"), as discussed in Section 7.2.

7.2 Individual Case Basis

Individual Case Basis rates will be structured to recover the Company's cost of providing the services contracted for. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis. ICB contracts will not be entered into for switched services.

8. OPERATOR SERVICES

8.1 Directory Assistance

8.1.1 A Customer may obtain Directory Assistance in determining long distance telephone numbers by calling the Directory Assistance operator.

8.1.2 Each call to Directory Assistance will be charged as follows:

Per Call

\$ 0.90

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JAN 21 2000

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8.1.3 The Customer may request a maximum of two telephone numbers per Directory Assistance service.

8.1.4 A credit will be given for calls to Directory Assistance under the following circumstances:

- A. The Customer experiences poor transmission or is cut off during the Call; or
- B. The Customer is given an incorrect telephone number.

8.1.5 To obtain a credit under 8.1.4 above, the Customer must notify its Customer Service representative.

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P.O. Box 891
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Missouri Public Service Commission
99-139
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**Missouri Public
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PSC Mo. No. 2

REC'D JAN 14 2000

ExOp of Missouri, Inc.

Original Sheet No. 30.01

8.1.4 A credit will be given for calls to Directory Assistance under the following circumstances:

- A. The Customer experiences poor transmission or is cut off during the Call; or
- B. The Customer is given an incorrect telephone number.

8.1.5 To obtain a credit under 8.1.4 above, the Customer must notify its Customer Service representative.

(M)

(M)

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Thomas W. White, President
ExOp of Missouri, Inc.
P.O. Box 891
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8. OPERATOR SERVICES (continued)

8.2 Operator Assistance

8.2.1 A Customer may obtain the assistance of an operator to complete interexchange telephone calls in the following manner.

- A. Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- B. Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- C. Calling Cards: Provides the Customer with the capability to place a call using a calling card of an interexchange carrier with or without the assistance of an operator.
- D. Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- E. Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- F. General Assistance: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but this service does not include requesting the operator to complete the call.
- G. Incomplete Calls: The Company will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) subscriber notification or (ii) the Company's knowledge.
- H. Provider: The caller and billed party, if different from the caller, will be advised of which company is the operator service provider at the time of the initial contact.
- I. Rate Quotes: Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- J. Rates: Only tariffed rates approved by the Commission for the Company shall appear on the Company's billings.
- K. Billing Statements: The Company shall be listed on the other company's billing statements if another company has multi-company billing capabilities.

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P.O. Box 891
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Missouri Public
Service Commission
99-139
FILED NOV 19 1998

8. OPERATOR SERVICES (continued)

Missouri Public
Service Commission

8.2 Operator Assistance (continued)

REC'D OCT 05 1998

8.2.1 (continued)

- L. Calling Card Verification: The Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- M. Emergency Calls: The Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- N. Other Companies: Upon request, the Company will transfer calls to another authorized interexchange company, if billing can list the caller's actual origination point.
- O. Access Blockers: The Company will refuse operator services to traffic aggregators which block access to other companies.
- P. Displaying Information: The Company will assure that traffic aggregators will post and display information including: (1) which company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the operator and other authorized interexchange companies.

8.2.2 Operator Assisted Surcharges

The following surcharges will be applied:

	<u>Per Call</u>
Third Number Billing	\$.90
Collect Calling	\$.90
Calling Card	\$.35
Person to Person	\$2.50
Station to Station	\$.90
General Assistance	N/C

8.3 Busy Line Verification

Upon request of the calling party, the Company will determine if the line is clear or "in use" and report to the calling party.

8.4 Busy Line Verification with Interrupt

The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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P.O. Box 891
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Missouri Public
Service Commission
99-139
FILED NOV 19 1998

8. OPERATOR SERVICES (continued)

8.5 Rates

Missouri Public
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The following rates will apply for Busy Line Verification and Interrupt Services

REC'D OCT 05 1998

	<u>Per Request</u>
Busy Line Verification	\$1.40
Busy Line Interrupt	\$2.15

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Missouri Public
Service Commission
99-139
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