

In the Matter of

IN THE MATTER OF THE FILING FOR
APPROVAL OF TRANSFER OF
CERTIFICATES OF AUTHORITY FROM
ONESTAR LONG DISTANCE, INC. AND
CRG INTERNATIONAL, INC. TO
ONESTAR COMMUNICATIONS, LLC

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

2/17/01 Filed and Docketed;
2/19/01 Weekly Filing;
2/22/01 Revised Brief Pages;
2/23/01 Revised Brief Pages;
2/23/01 Certificate of Authority from Sec of State;
2/23/01 Order Granting Transfer of Certificates of Authority;
2/23/01 Docket Closed.

OneStar

Long Distance, Inc.

July 11, 2001

RECEIVED

JUL 17 2001

South Dakota Public Utilities Commission
Attn: Executive Secretary
500 East Capitol
Pierre, South Dakota 57501

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: OneStar Long Distance, Inc. and CRG International, Inc. Petition for Approval of Transfer of Assets, Certificates, and Control to OneStar Communications, LLC; and OneStar Communications, LLC Petition for a Waiver of the Commission's Carrier Change Orders.

Dear Sir/Madam:

The undersigned hereby submits for filing an original and ten copies of the following documents:

- Notification of OneStar Long Distance, Inc. and CRG International, Inc.'s transfer of assets, certificates, and control to OneStar Communications, LLC; and
- OneStar Communications, LLC's Petition for a Waiver of the Commission's Carrier Change Orders.

An expedited review of these documents is requested as noted in the various petitions.

A duplicate copy of this letter is enclosed. If you would date stamp said duplicate and return it to the undersigned in the self-addressed, stamped envelope provided, it would be appreciated.

If you have any questions regarding this matter, please contact the undersigned by telephone at (812) 437-7644, by facsimile at (812) 437-7988, or by electronic mail at clayne@onestarld.com.

Respectfully Submitted,



China Layne
Reports and Tariff Analyst

Enclosures

RECEIVED

South Dakota Public Service Commission

JUL 11 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Joint Petition of
OneStar Communications, LLC,
OneStar Long Distance, Inc., and
CRG International, Inc. for Approval of
Transfer of Assets, Certificates, and Control

Docket No.

Pursuant to the applicable statutes of the state of South Dakota and the rules and regulations of the South Dakota Public Service Commission ("Commission"), OneStar Communications, LLC ("OneStar"), OneStar Long Distance, Inc. ("OneStar Long Distance"), and CRG International, Inc. ("Network One"), collectively referred to as the "Parties", hereby jointly petition for the Commission's approval of a transfer of assets, certificates, and control.

Parties request expedited treatment of this application and also intend for this application to serve as an application for authority to discontinue the carrier services of CRG International, Inc. and OneStar Long Distance, Inc. in accordance with the applicable state provisions. In the absence of written notification to the contrary, once the transfer application is accepted for filing, the application to discontinue, reduce, or impair service shall be considered granted by the Commission. At that time, we also request that the corresponding tariffs of OneStar Long Distance and Network One be cancelled.

Description of Transaction

On March 7, 2001, OneStar Long Distance and Network One signed an Operating Agreement and a Contribution Agreement. As a result of the aforementioned agreements, OneStar Long Distance and Network One will transfer select assets, including their customer bases, OneStar Long Distance's long distance certificate (TC99-006), Network One's long distance certificate (TC00-001) and operational control to OneStar. After the transfer, the entire stock of OneStar will consist of the contributions of OneStar Long Distance and Network One. OneStar will henceforth provide all of the services of OneStar Long Distance and Network One in the state of South Dakota. After the transaction, neither OneStar Long Distance nor Network One will provide any telecommunications services in South Dakota. As a result of the transaction, the managerial, technical, and financial qualifications of OneStar will be solely the product of a combination of the corresponding elements of OneStar Long Distance and Network One. Enclosed, as Exhibit A is a copy of the Contribution Agreement. Enclosed, as Exhibit B are charts detailing the structure of the three companies before and after the transaction. The proposed transfer of assets, certificates, and control is contingent on several factors, including Commission approval.

Description of the Applicants

OneStar Communications, LLC is a privately owned limited liability company that was formed in Indiana on February 26, 2001. The principal offices of OneStar are located at 7100 Eagle Crest Boulevard, Evansville, Indiana 47715. Presently, OneStar is seeking authorizations to provide resale

and facilities-based long distance service in 50 states, the District of Columbia, and the Federal Communications Commission jurisdictions, resold and facilities-based local exchange service in 27 states and the District of Columbia, operator service in conjunction with these services, and pre-paid long distance calling service in 36 states, the District of Columbia and the Federal Communications Commission jurisdictions. OneStar does not currently provide any telecommunications services in South Dakota or any other state. OneStar Communications, LLC has no outstanding slamming complaints. Attached, as Exhibit C is the Operating Agreement for OneStar Communications, LLC.

OneStar Long Distance is a privately owned telecommunications provider incorporated in Indiana on December 21, 1992. OneStar Long Distance's principal offices are located at 7100 Eagle Crest Boulevard, Evansville, Indiana 47715-8152. OneStar Long Distance is a non-dominant carrier that is authorized to provide intrastate, interstate, and international long distance service in 48 states, the District of Columbia, and the Federal Communications Commission jurisdictions. OneStar Long Distance is authorized to provide local exchange service in 18 states. OneStar Long Distance is authorized to provide long distance service in the state of South Dakota.

CRG International, Inc. is a privately owned telecommunications provider incorporated in Georgia on June 5, 1992. Network One's principal offices are located at 2000 Riveredge Parkway, Suite 900, Atlanta, Georgia, 30328. Network One is a non-dominant carrier authorized to provide intrastate, interstate, and international long distance service in 46 states, the District of Columbia, and the Federal Communications Commission jurisdictions. Network One is also authorized to provide local service in 19 jurisdictions. Network One is further authorized to provide operator service in 46 states and the District of Columbia. Network One is authorized to provide long distance service, in conjunction with operator service in South Dakota.

OneStar and OneStar Long Distance share substantially similar management and officers.

Contact Information

The contact information for the Regulatory Liaison for this petition is as follows.

Ami Larrison
Director of Regulatory Affairs
OneStar Long Distance, Inc.
7100 Eagle Crest Blvd.
Evansville, IN 47715-8152
812-437-7790
Alarrison@onestarld.com

Effect on Customers of the Transfer of Assets and Control

Although the proposed transaction includes transferring the customer bases of two unrelated companies to a third company, the effect on those customers transferred will not be pronounced. Both of the customer bases transferred will see a change in the name of the company that provides and bills their telecommunications services. There may also be a change in the rates for services of the customer bases, as their new telecommunications provider, OneStar, normalizes the rates and conditions of

services for those services of OneStar Long Distance and Network One that are the same. It is the position of the Parties that these changes will not harm the transferred customer bases, but will be to their benefit. By changing the rates for services offered to the customer bases and introducing the new service provider's name on both customer bases' bills and correspondence, OneStar can avoid any confusion of the transferred customers about the changes in their providers, and ensure that both customer bases receive the same quality of service after the transfer.

In accordance with the desire to eliminate customer confusion about the consequences of the transfer and in compliance with Commission regulations, the Parties submit as **Exhibit D**, a petition for a waiver of the Commission's Carrier Change Rules.

Public Interest Statement

Approval of the transfer of assets, certificates, and control from OneStar Long Distance and Network One to OneStar is in the public interest, because it will promote competition in the telecommunications market in the state of South Dakota. The proposed transfer will also make available the new and advanced services and other benefits to small and medium-sized consumers that are usually only available to high volume consumers. This transfer will enable OneStar to more effectively penetrate the long distance and operator service markets in South Dakota. In addition, the transaction will add a new participant to the list of providers in South Dakota that can offer small and mid-sized customers a full array of advanced telecommunications services in most major markets at competitive prices. Furthermore, the proposed transaction will make OneStar a capable competitor in the data services market, and thereby promote healthy competition in this market. The transfer will also increase competition in the general long distance market by combining the strengths of two proven long distance providers, OneStar Long Distance and Network One. Finally, the transaction will combine the companies' complementary assets to enable OneStar to offer a broader range of services in South Dakota more efficiently and to more customers. All together, the proposed transfer of assets, certificates, and control to OneStar promises to promote competition and consumer choice in the state of South Dakota.

Financial, Technical, and Managerial Qualifications

OneStar contends that it possesses the financial, managerial, and technical qualifications to provide the services of OneStar Long Distance and Network One at the same or better standard of quality. The entire make-up of OneStar's financial, technical, and managerial qualifications will, in actuality, be the product of a combination of the corresponding elements for OneStar Long Distance and Network One. OneStar, therefore, argues that the only effective way of evaluating its financial, technical, and managerial fitness for providing service is to examine the corresponding information for OneStar Long Distance and Network One in addition to the information for OneStar Communications, LLC. To that end, OneStar submits as **Exhibit E**, the pro forma financial statements of OneStar, along with the most recent financial statements of OneStar Long Distance and Network One. Attached as **Exhibit F**, is a detailed summary of OneStar Long Distance's and Network One's histories in the telecommunications industry. Attached as **Exhibit G** are the resumes of OneStar's key management personnel. And enclosed as **Exhibit H** is a statement of OneStar's technical qualifications, which includes a profile of OneStar's key technical personnel.

For the reasons set forth in this petition, the Parties have shown that the transfer is in the public interest. Therefore, OneStar, OneStar Long Distance, and Network One respectfully request that the Commission give expedited and due consideration to the evidence in this petition and grant approval of the Petitioners' proposed transfer of assets, certificates, and control.

Respectfully Submitted,

ONESTAR LONG DISTANCE, INC.

Leo Larrison
Director of Regulatory Affairs
OneStar Long Distance, Inc.
7100 Eagle Creek Boulevard
Bloomington, IN 47415

CRG INTERNATIONAL, INC.

William Stapleton, COO
CRG International, Inc.
2000 Riveredge Parkway Suite 900
Atlanta, GA 30328

Exhibits

- Exhibit A: copy of Contribution Agreement
- Exhibit B: charts detailing corporate structure of Parties
- Exhibit C: copy of Operating Agreement
- Exhibit D: petition for waiver of the Commission's Carrier Change Rules
- Exhibit E: pro forma financial statements of OneStar Communications, LLC and most recent financial statements of OneStar Long Distance, Inc. and CRG International, Inc.
- Exhibit F: company histories for OneStar Communications, LLC, OneStar Long Distance, Inc., and CRG International, Inc.
- Exhibit G: resumes of OneStar Communications, LLC's key management personnel
- Exhibit H: description of technical qualifications
- Exhibit I: additional information requested by the South Dakota Public Service Commission
- Exhibit J: OneStar Communications, LLC's illustrative interexchange tariff
- Exhibit K: information about the ownership of OneStar Communications, LLC

EXHIBIT

A

NEXT

37

DOCUMENT (S)

BEST IMAGE

POSSIBLE

CONTRIBUTION AGREEMENT

This Agreement dated _____, 2001, by and between **ONESTAR LONG DISTANCE, INC.**, an Indiana corporation ("OneStar"), **ORG INTERNATIONAL, INC. d/b/a NETWORK ONE**, Georgia corporation ("Network One"), and **ONESTAR COMMUNICATIONS, LLC**, an Indiana limited liability company ("OneStar Communications").

WHEREAS, OneStar and Network One possess operating assets for the provision of services in the telecommunications industry (the "**Business**"); and

WHEREAS, OneStar and Network One desire to combine operations through the formation of an LLC and the contribution of certain identified operation assets to that LLC; and

WHEREAS, OneStar formed OneStar Communications, and intend for OneStar to initially own eighty percent (80%) of the membership interest and Network One to initially own twenty percent (20%) of the membership interest; and

WHEREAS, the parties desire to set forth the terms under which said formation and contribution of assets shall be made, as more particularly set forth below:

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agrees as follows:

1. FORMATION OF LLC.

OneStar has formed OneStar Communications. The file-marked copy of the Articles of Organization is attached hereto as Exhibit 1.

2. CONTRIBUTIONS.

2.1 OneStar agrees to contribute as a capital contribution to OneStar Communications the assets set forth on Exhibit 2.1 ("**OneStar Contribution**"). Said transfer shall be as a capital contribution and shall be received by OneStar Communications in exchange for the OneStar membership interest set forth above. The value of the OneStar Contribution shall be as specified on Exhibit 2.1.

2.2 Network One agrees to contribute as a capital contribution to OneStar Communications the assets set forth on Exhibit 2.2 ("**Network One Contribution**"). Said transfer shall be as a capital contribution and shall be received by OneStar Communications in exchange for

the Network One membership interest set forth above. The value of the Network One Contribution shall be as specified on Exhibit 2.2.

2.3 Assumed Liabilities. OneStar Communications assumes only those liabilities of OneStar set forth on Schedule 2.3 attached hereto, and those liabilities of Network One set forth on Exhibits 4.5 and 4.7 attached hereto (the "Assumed Liabilities") regardless of the amount of such Assumed Liabilities on the date of Closing.

2.4 Consideration. For and in consideration of the contribution, assignment, transfer, conveyance, and delivery to OneStar Communications of the Contributions, OneStar Communications assumes the Assumed Liabilities, and OneStar and Network One shall receive the Membership Interests in OneStar Communications contemplated by the Operating Agreement whereby OneStar Communications is formed, a copy of which is attached hereto as Exhibit 2.4 (the "Operating Agreement").

2.5 Closing. Subject to the consummation of the Closing, the contribution, assignment, transfer, and conveyance to OneStar Communications of the Contributions will be effective as of 12:01 a.m. on the day that all regulatory approvals are received from the states of Alabama, Georgia, Maryland, Massachusetts, Maine, Minnesota, New Hampshire, Rhode Island, Vermont, Virginia, Washington, and West Virginia.

2.6 Other Liabilities. Any other liabilities of OneStar or Network One not included as an Assumed Liability shall be assumed by OneStar Communications only upon the following terms and conditions:

(a) Any such liabilities of OneStar of less than Five Hundred Thousand Dollars (\$500,000) in the aggregate and any such liabilities of Network One of less than Five Hundred thousand Dollars (\$500,000) in the aggregate shall be assumed by OneStar Communications, without any change in the Membership Interest of any OneStar Communications Member

(b) Any such liabilities of OneStar of greater than Five Hundred thousand Dollars (\$500,000) but less than One Million Dollars (\$1,000,000) in the aggregate and any such liabilities of Network One of greater than Five Hundred Thousand Dollars (\$500,000) but less than One Million Dollars (\$1,000,000) in the aggregate shall be assumed by OneStar Communications, with the following changes in the Membership Interests:

(i) If such liability is a liability of OneStar, then the amount of such liability shall be changed to equity in OneStar Communications and OneStar's Membership Interest in OneStar Communications shall be decreased by the Percentage Interest Adjustment, as defined on Exhibit 2.6.

(ii) If such liability is a liability of Network One, then the amount of such

liability shall be changed to equity in OneStar Communications and Network One's Membership Interest in OneStar Communications shall be decreased by the Percentage Interest Adjustment, as defined on Exhibit 2.6.

(c) Any such liabilities of OneStar over One Million Dollars (\$1,000,000) in the aggregate and any such liabilities of Network One over One Million Dollars (\$1,000,000) in the aggregate shall only be assumed by OneStar Communications upon the approval of all Members.

3. REPRESENTATIONS AND WARRANTIES OF ONESTAR

OneStar represents and warrants to Network One as follows, which representations and warranties are made as of the date hereof and as of the Closing Date and shall survive the Closing

3.1 Organization.

(a) OneStar is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana, is duly qualified and in good standing as a foreign corporation in the states set forth in Exhibit 3.1(a) attached hereto with full power and authority to own its properties and assets and to carry on lawfully its business as currently conducted, and is not required to be qualified to do business as a foreign corporation in any other jurisdiction.

(b) Investments. OneStar does not hold any securities of, or any interest in, any other individual, corporation, partnership, joint venture, trust, association, unincorporated organization, other entity, or Governmental Body ("Person").

3.2 Organizational Documents. A true, complete and correct copy of the Articles of Incorporation and the By-Laws of OneStar, together with all amendments thereto (the "OneStar Organizational Documents"), are set forth on Exhibit 3.2 attached hereto.

3.3 Authorization. OneStar has full legal right, power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The execution, delivery and performance by OneStar of this Agreement and the other agreements and documents referred to herein and the actions contemplated hereby and thereby have been duly and validly authorized by all necessary action, and this Agreement and such other agreements and documents constitute valid and binding obligations of OneStar, enforceable in accordance with their terms, subject to (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law, and (ii) bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally.

3.4 Financial Statements and Absence of Changes. The balance sheet as of November 30, 2000, and the income statement and statement of changes in financial condition or

cash flows for the fiscal year then ended and the balance sheets as of the end of each month through November 30, 2000 and the income statement and statement of cash flows for each of the months then ended of OneStar (the "**OneStar Financial Statements**") have been provided to Network One. Each of the OneStar Financial Statements is true, complete and correct and fairly presents (including but not limited to the inclusion of all adjustments with respect to interim periods which are necessary to present fairly the financial condition and assets and liabilities or the results of operations of OneStar) the financial condition and assets and liabilities or the results of operations of OneStar as of the dates and for the periods indicated. The OneStar Financial Statements were prepared in accordance with generally accepted accounting principles applicable to the business of OneStar consistently applied in accordance with past accounting practices. Except as reflected in the OneStar Financial Statements, OneStar has no debts, obligations, guaranties of obligations of others or liabilities (contingent or otherwise) that would be required to be disclosed in financial statements prepared in accordance with generally accepted accounting principles. Since November 30, 2000, there have been no material adverse changes to the business, financial condition, results of operations or prospects of OneStar from that described and reflected in the OneStar Financial Statements as of that date. Any financial statements prepared with respect to OneStar subsequent to the date hereof shall be promptly provided to Network One and shall constitute OneStar Financial Statements for purposes hereof.

3.5 Intellectual Property. Except as set forth in Exhibit 3.5 attached hereto, OneStar does not have any patents, copyrights, trade names, trademarks, service marks, other such names or marks or applications therefor and has not conducted business under any trade or fictitious name other than its current name. No other intellectual property is required in the operation of the business of OneStar. There are no pending or threatened claims of infringement upon the rights to any intellectual property of others or, except as set forth in Exhibit 3.7 attached hereto, any agreements or undertakings with respect to any such rights.

3.6 Liabilities. Except as and to the extent reflected or reserved against it in the OneStar Financial Statements, OneStar had no material liabilities or obligations as of the dates thereof, secured or unsecured (whether accrued, absolute, contingent or otherwise), including, without limitation, tax liabilities due or to become due, agent buyouts, and employment contract buyouts, and OneStar has not incurred, and will not incur, any liabilities or obligations since the date of the most recent of the OneStar Financial Statements, except liabilities permitted by this Agreement. Except as set forth in Exhibit 3.6 attached hereto, OneStar has no obligations or liabilities, whether direct or indirect, joint or several, absolute or contingent, matured or unmatured, secured or unsecured, which could be affected by the execution and delivery of this Agreement or consummation of the transactions contemplated by this Agreement or which could affect the same.

3.7 Contracts. Except as set forth in Exhibit 3.7 attached hereto or in any other exhibit attached hereto and referenced below, true, correct and complete copies of which referenced items have previously been delivered to Network One, OneStar is not a party to or bound by any of the following (hereinafter, any of the following are referred to collectively as the "**Contracts**" and individually as a "**Contract**");

(a) contract for the purchase or sale of services, equipment, inventory, materials, supplies or any capital item or items, or supply agreements with the federal government or any state or local government or any agency thereof;

(b) collective bargaining agreement or other agreement with any labor union or labor organization or any employment, consulting, severance, bonus, deferred compensation or similar agreement;

(c) agreement, indenture or other instrument relating to the borrowing of money or guaranty of any obligation for the borrowing of money;

(d) tenancy, lease, license or similar agreement relating to property except as set forth in Exhibit 3.25 attached hereto;

(e) license, lease or other agreement to provide or acquire telecommunications or other services or equipment of any kind;

(f) any insurance policies naming OneStar as an insured or beneficiary or as a loss payee, or for which OneStar has paid all or part of the premium;

(g) any instrument or agreement relating to indebtedness by way of lease-purchase arrangements, conditional sale, guarantee or other undertakings on which others rely in extending credit, any joint venture agreements or any chattel mortgages or other security arrangements;

(h) any agreement or contract with, or any obligation to or from, an Affiliate, or a shareholder of OneStar. For purposes of this Agreement, "Affiliate" shall mean: any Person (i) that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Person involved, including, without limitation, shareholders, officers and directors, (ii) that directly or beneficially owns or holds five percent (5%) or more of any equity interest in the Person involved, or (iii) five percent (5%) or more of whose voting securities (or in the case of a Person which is not a corporation, five percent (5%) or more of any equity interest) is owned directly or beneficially by the Person involved. As used herein, the term "control" shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities, by contract or otherwise;

(i) any other plans, agreements, contracts, powers of attorney, bids or proposals, whether written or oral;

(j) any agreements or contracts with any telecommunications carrier;

(k) any agreements with agents for the sale of telecommunications services;

- (i) any contracts or agreements with any LEC;
- (ii) any agreements or contracts concerning billing of telecommunications or other services;
- (iii) copies of all contracts with brokers for the sale of all or a portion of the capital stock or assets of OneStar.

Except as set forth in Exhibit 3.7 attached hereto, neither OneStar nor, to the knowledge of OneStar without inquiry of other parties to such Contract, any other party to any such Contract has breached any provisions of, or is in violation or default under the terms of, or has caused or permitted to exist any event that with or without due notice or lapse of time or both would constitute a default or event of default under, any such Contract. All such Contracts are valid, binding and in full force and effect and, to the knowledge of OneStar, any Contract will continue in full force and effect to the benefit of OneStar, without change following the consummation of the transactions contemplated by this Agreement without obtaining the consent of any other party thereto, except as set forth in Exhibit 3.7 attached hereto, and the execution and delivery of this Agreement by OneStar and the consummation of the transactions contemplated by this Agreement will not violate or cause a default or event of default under any provision of, or result in the acceleration of any obligation under, or the termination of any Contract.

3.8 Litigation and Compliance. Except as set forth in Exhibit 3.8 attached hereto, there is no pending or threatened claim, lawsuit or administrative proceeding by or against, or to the knowledge of OneStar, no investigation of, OneStar or the operation of its business. The business of OneStar is not affected by any pending or, to the knowledge of OneStar, threatened strike or other labor disturbance. OneStar and the operation of its business are in compliance with all federal, state and local laws and regulations and administrative orders and all tariffs, rules and regulations of local exchange carriers and inter-exchange carriers applicable thereto where the failure to be in compliance could have a material adverse effect on the OneStar Contribution, the business or contribution of OneStar or the transactions contemplated by this Agreement. There is no order, writ, injunction or decree relating to or affecting the operations or the business of OneStar or the transactions contemplated by this Agreement.

3.9 Non-Contravention. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in the breach of any term or provision of, constitute a default under, or accelerate or augment the performance otherwise required under any provision of the OneStar Organizational Documents or any agreement (including without limitation any loan agreement or promissory note), indenture, instrument, order, law or regulation to which OneStar is a party or by which they are bound, or will result in the creation of any lien or encumbrance upon any property, including but not limited to the shares, of OneStar.

3.10 Licenses, Permits and Required Consents. OneStar has all federal, state and local franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits

necessary to the conduct of its business as currently conducted where the failure to have the same could have a material adverse effect on the OneStar Contribution, the business or condition of OneStar or the transactions contemplated by this Agreement. A list of such franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits is set forth in Exhibit 3.10(a) attached hereto, true, correct and complete copies of which have previously been delivered to Network One. Except as set forth in Exhibit 3.10(a) attached hereto, all franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits relating to the business of OneStar are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or threatened which could have the effect of revoking or limiting any such franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations or permits and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

Exhibit 3.10(b) attached hereto sets forth all registrations, filings, applications, notices, transfers, consents, approvals, orders, qualifications, authorizations, certifications, waivers or other actions of any kind required to be made, filed, given or obtained by or on behalf of OneStar or any of its shareholders with, to or from any persons, governmental authorities or private entities in connection with the consummation of the transactions contemplated by this Agreement.

3.11 Insurance. Exhibit 3.11 attached hereto sets forth a list of all policies of insurance which insure the properties, business or liability of OneStar, setting forth the types and amounts of coverage, true, correct and complete copies of which have previously been delivered to Network One. Each of such policies is current and in full force and effect and OneStar has not received notice of default under, or intended cancellation or non-renewal of, any such policies. Such insurance is adequate and OneStar will keep all current insurance policies in effect through the Closing. OneStar has not been refused any insurance by an insurance carrier to which it has applied for insurance. OneStar shall bear the risk of loss of, or damage to, its properties through the Closing and shall be entitled to any insurance proceeds if the Closing does not occur.

3.12 Employee Benefit Plans.

(a) Exhibit 3.12 attached hereto sets forth a complete list and brief description of each employee benefit plan ("Employee Benefit Plan" or "Plan"), as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), maintained for employees of OneStar or contributed to by OneStar. For purposes of this Section, OneStar shall include all trades or businesses (whether or not incorporated) which are a member of a group of which OneStar is a member and which are under common control within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder.

(b) Each Employee Benefit Plan and any related trust agreement, annuity contract or any other funding or implementing instrument complies currently and has complied in the past, as to form, operation and administration, with the provisions of ERISA, as amended, and all other laws, rules and regulations and with the Code where required in order to be tax-qualified under

Sections 401(a) or 405(a) and 501(a) of the Code and no event has occurred which will or could give rise to disqualification of any such Plan under said sections. All necessary governmental approvals for the Employee Benefit Plans have been obtained; each Employee Benefit Plan which is subject thereto meets and has met at all times the minimum funding standards of Section 302 of ERISA, Section 412 of the Code and any other applicable law and no accumulated funding deficiency, whether or not waived, exists with respect to any such Plan; each Employee Benefit Plan which is an employee pension benefit plan (as defined in Section 3(2)(A) of ERISA) has been duly authorized by OneStar, and a favorable determination as to the qualification under the Code of each such employee pension benefit plan has been made by the Internal Revenue Service. Each Employee Benefit Plan which is subject to Title IV of ERISA is sufficient to meet benefit commitments (as that term is defined in Section 4001(a)(16) of ERISA) and there are no unfunded vested benefits under any Plan. All of the costs of each Plan have been provided for on the basis of consistent methods in accordance with sound actuarial assumptions and practices. None of the Plans is a "Multiemployer Plan" within the meaning of Section 3(37) of ERISA.

(c) Neither OneStar nor any fiduciary or administrator of any Employee Benefit Plan has engaged in any transaction in violation of Section 406(a) or (b) of ERISA for which no exemption exists under Section 408 of ERISA or any "prohibited transaction" (as defined in Section 4975(c)(1) of the Code) for which no exemption exists under Section 4975(c)(2) or 4975(d) of the Code. No event has occurred which will or could subject any such Plan to income tax under Section 511 of the Code or to an excise tax under Section 4971 through 4981 of the Code.

(d) All premiums (and interest charges and penalties for late payment, if applicable) due the Pension Benefit Guaranty Corporation ("PBGC") have been paid with respect to each Employee Benefit Plan and each plan year thereof for which premiums have been required. There has been no "reportable event" (as defined in Section 4043(b) of ERISA and the regulations of the PBGC under such section) with respect to any Employee Benefit Plan subject to Title IV of ERISA. No liability to the PBGC has been incurred by OneStar on account of any termination of an Employee Benefit Plan subject to Title IV of ERISA. No filing has been made (or other action taken) by or on behalf of OneStar, and no proceeding has been commenced by the PBGC, to terminate any Employee Benefit Plan subject to Title IV of ERISA maintained, or wholly or partially funded by OneStar. OneStar has not (i) ceased operations at a facility so as to become subject to the provisions of Section 4062(e) of ERISA; (ii) withdrawn as a substantial employer so as to become subject to the provisions of Section 4063 of ERISA; or (iii) ceased making contributions to any Employee Benefit Plan subject to Section 4064(a) of ERISA.

(e) OneStar has delivered to Network One a complete and correct copy of (i) each Employee Benefit Plan (and related trust agreement, annuity contract or other funding or implementing instrument), including all amendments thereto; (ii) all filings (including all attachments thereto) made or required to be made (including but not limited to annual reports and returns) with the Internal Revenue Service, Department of Labor or the PBGC relative to any Employee Benefit Plan for each of the three (3) most recent plan years; (iii) the actuarial reports as of the last valuation date, balance sheets and consolidated financial statements as of the last valuation

date and the most recent IRS determination letters; and (iv) other relevant documents in the possession of OneStar or its employees or agents, with respect to each Employee Benefit Plan. Such documents fairly present the financial condition.

(f) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in: (i) a complete or partial withdrawal from any Employee Benefit Plan, or (ii) any funding deficiency or lien under ERISA.

(g) Neither Network One nor OneStar Communications will incur any liability or obligation as a result of the transactions contemplated by this Agreement with respect to or arising out of any Employee Benefit Plan or other benefit plan or program maintained by or on behalf of OneStar or any multi-employer pension or welfare plan or program.

3.13 Taxes and Returns. OneStar is properly classified and taxed as a corporation, as defined in Section 1361 of the Code, for federal income tax purposes. All taxes, charges, fees, levies, interest, penalties, additions to tax or other assessments, including but not limited to income, provincial, excise, property (real, tangible personal or intangible personal), sales, use, gross receipts, business and occupation, value added and franchise taxes, license, recording, documentation and registration fees and customs duties, imposed by any governmental body and any payments with respect thereto required under any tax-sharing agreement ("Taxes") for which OneStar is or may be liable, including interest and penalties, required to be paid, collected or withheld with respect to all open years have been paid or collected or withheld and remitted to the appropriate governmental agency except for any Taxes which OneStar is contesting in good faith which have been noted in the OneStar Financial Statements, and except for Taxes not yet payable which have been adequately provided for in the OneStar Financial Statements. True, complete and correct returns (including, without limitation, information returns and other material information) have been timely filed with the appropriate governmental agency with respect to all Taxes and the copies thereof which have been provided to Network pursuant to its request are true, accurate and complete. OneStar has not filed or entered into any election, consent or extension agreement that extends any applicable statute of limitations or the time within which a return must be filed. OneStar is not a party to any action or proceeding, pending or threatened, by any governmental authority for assessment or collection of Taxes, no unresolved claim for assessment or collection of Taxes has been asserted, no audit or investigation by any governmental authority is pending or threatened and no such matters are under discussion with any governmental authority. No deficiencies for Taxes have been claimed, proposed or assessed by any taxing or other governmental authority. OneStar has not made an election, and is not required, to treat any asset as owned by another person for federal income tax purposes or as tax-exempt bond financed property or tax-exempt use property within the meaning of Section 168 of the Code. OneStar hereby agrees to indemnify and hold harmless Network One, its Affiliates and their respective successors and assigns from and against any Tax which constitutes, or could result in, a lien on any of the assets or a claim against Network One, its Affiliates or their respective successors or assigns.

3.14 Changes. Except as otherwise expressly disclosed in Exhibit 3.14 hereto, since

3.14 No Adverse Actions. Except as otherwise set forth in Exhibit 3.15, there has not been:

(a) any damage, destruction, other casualty loss or other occurrence that could, individually or in the aggregate, have a material adverse effect on the value of the OneStar Contribution or the business or condition of OneStar;

(b) any disposition of any asset of OneStar other than in the ordinary course of business;

(c) any amendment, modification or termination of any existing, or entering into any new, contract, agreement, lease, license, permit or franchise that could, individually or in the aggregate, have a material adverse effect on the value of the OneStar Contribution or the business or condition of OneStar;

(d) any changes in the accounting methods or practices followed by OneStar or any change in depreciation or amortization policies or rates; or

(e) any other material adverse change in the assets (including but not limited to the OneStar Contribution), business or condition of OneStar.

3.15 No Adverse Actions. Except as otherwise set forth in Exhibit 3.15, there is no existing pending or, to the knowledge of OneStar, threatened termination, cancellation, amendment, modification or change in the business relationship of OneStar with any supplier, customer or other person or entity except as are immaterial individually and in the aggregate and which are in the ordinary course of business. None of OneStar or any shareholder, agent, employee or other person associated with or acting on behalf of any of the foregoing has used any corporation funds for unlawful contributions, payments, gifts, entertainment or other unlawful expenses relating to political activity, or made any direct or indirect unlawful payments to governmental officials or others.

3.16 Labor Matters. OneStar has no obligations, contingent or otherwise, under any employment or consulting agreement, collective bargaining agreement or other contract with a labor union or other labor or employee group, and OneStar will incur no liability or obligation with respect to any employee, consultant or agent of OneStar as a result of or arising out of the consummation of the transactions contemplated by this Agreement. There are no efforts presently being made or, to the knowledge of OneStar, threatened by or on behalf of any labor union with respect to employees of OneStar. OneStar is in compliance with all federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against OneStar is pending or, to the knowledge of OneStar, threatened before the National Labor Relations Board; there is no labor strike, dispute, slowdown or shutoff pending or, to the knowledge of OneStar, threatened against or involving OneStar; no representation question exists respecting the employees of OneStar; no grievance or internal or

informal complaint which might have a material adverse effect upon OneStar or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is pending and no claim therefor has been asserted; no collective bargaining agreement is currently being negotiated by OneStar; and OneStar has not experienced any labor difficulty. There has not been, and will not be, to the knowledge of OneStar, any adverse change in relations with employees of OneStar as a result of any announcement or consummation of the transactions contemplated by this Agreement.

3.17 Disclosure. No representation, warranty or statement made by or on behalf of OneStar in this Agreement or the Exhibits attached hereto or in the certificates or other materials furnished or to be furnished to Network One or its representatives or lenders in connection with this Agreement and the transactions contemplated hereby or thereby, contains or will contain any untrue statement of fact or omits or will omit to state a fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading in any material respect. All information and documents provided prior to the date of this Agreement, and all information and documents subsequently provided, to Network One or its representatives or lenders by or on behalf of OneStar or the shareholders are or contain, or will be or will contain as to subsequently provided information or documents, true, accurate and complete information with respect to the subject matter thereof and are, or will be as to subsequently provided information or documents, fully responsive to any specific request made by or on behalf of Network One or its representatives or lenders. Prior to the Closing, full disclosure shall have been made to Network One of all material facts with respect to OneStar and its business, assets, operations, condition and prospects and the transactions contemplated by this Agreement which a reasonable purchaser would deem relevant. Through the Closing, OneStar shall promptly notify Network One of any change or event which could adversely affect the OneStar Contribution or the operations, business, conditions or prospects of OneStar.

3.18 Agency Agreements. Exhibit 3.7 contains all of the agency agreements, written or verbal, between OneStar and any third party pursuant to which such third party has acquired customers for OneStar which are included in the assets or to whom OneStar owes any form of compensation for sales to customers.

3.19 Trade Agreements. Exhibit 3.7 contains all the Trade Agreements, written or verbal, between OneStar and any third party pursuant to which OneStar provides long distance services in exchange for consideration other than its ordinary and customary cash payment.

3.20 Accounts Receivable. All accounts receivable of OneStar represent sales actually made or services actually performed in the ordinary course of business, are current and collectible net of any reserves calculated consistent with past practice and, to the best knowledge of OneStar, are not subject to any defense, counterclaim or offset with respect to any such accounts receivable.

3.21 Equipment. The equipment of OneStar is structurally sound with no known defects and is in good operating condition and repair (ordinary wear and tear excepted) and is

adequate for the uses to which it is being put, and none of such equipment is in need of maintenance or repair except for ordinary, routine maintenance and repairs. Except as set forth in Exhibit 3.21, OneStar has not received notification that OneStar is in violation of any applicable law, ordinance or regulation in respect of its equipment or its operation, and, to the best knowledge of OneStar, there is no such violation which could have a material adverse effect on OneStar.

3.22 No Condemnation or Expropriation. Neither the whole nor any portion of the property or leaseholds held by OneStar is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any Governmental Body or other Person with or without payment or compensation therefor, nor, to the best knowledge of OneStar, has any such condemnation, expropriation or taking been proposed.

3.23 Take or Pay Contracts. Exhibit 3.7 lists all agreements pursuant to which OneStar is required to purchase a minimum quantity of utilities, products or services or to have payment therefor. OneStar has utilized the minimum quantity of utilities, products or services that it is required to utilize pursuant to such contracts and OneStar has made no prepayments for utilities, products or services that it has not utilized.

3.24 Banking Relationships. Exhibit 3.24 sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which OneStar maintains safe deposit boxes or accounts of any nature and the names of all persons authorized to have access thereto, draw thereon or make withdrawals therefrom. Upon request, OneStar will deliver to Network One copies of all records, including all signatures or authorization cards.

3.25 Leases. Exhibit 3.25 lists and contains an accurate and complete description of the principal terms of all leases pursuant to which OneStar leases real or personal property. All such leases are valid, binding and enforceable by OneStar in accordance with their terms, and are in full force and effect. There are no existing defaults (or, to the best of OneStar's knowledge, events which, with notice or lapse of time or both, could constitute a default) by OneStar, or to the best knowledge of OneStar, by any other Person which could entitle the lessor thereunder, OneStar or any other Person to terminate such lease.

3.26 Status of Agreements. All contracts, agreements, commitments, plans, leases, policies and the like disclosed or required to be disclosed in this Agreement are valid and in full force and effect. OneStar has performed in all material respects the obligations to be performed thereunder on or prior to the date hereof; there are no existing defaults (or, to the best of OneStar's knowledge, events which, with notice or lapse of time or both, would constitute a default) by OneStar which would entitle the other party thereto to terminate such instrument or to collect substantial payments from OneStar thereunder, or to the best knowledge of OneStar, any other Person thereunder; and copies thereof have been delivered to Network One.

3.27 Books and Records. The books of account, minute books, stock record books

and other records of OneStar, all of which have been or will be made available to Network One, are complete and correct in all material respects and have been maintained in accordance with sound business practices.

3.28 Personnel. Exhibit 3.28 lists (a) the current salary rates of all salaried employees and officers of OneStar and (b) the wage rate ranges for all non-salaried employees and officers of OneStar by classification, including in the case of (a) and (b) all bonuses or other payments.

3.29 Compliance with Law. To the best of OneStar's knowledge, OneStar has complied in all material respects with, and the operations of OneStar have been conducted in all material respects in accordance with, all applicable laws, regulations and other requirements of all Governmental Bodies having jurisdiction over them, including, without limitation, all such laws, regulations and requirements relating to air, noise and water pollution, antitrust, consumer protection, currency exchange, environmental compliance, equal opportunity, hazardous substances and waste, health, occupational safety and securities matters. OneStar has not received any notification of any asserted present or past failure by OneStar to comply with any such laws, rules or regulations. To the best knowledge of OneStar, OneStar has all licenses, permits, orders, and common carrier transportation rights or approvals from all Governmental Bodies required for the conduct of its business, and is not in violation of any such license, permit, order, right or approval. All such licenses, permits, orders, rights and approvals are in full force and effect, and no suspension or cancellation thereof has been threatened.

3.30 Absence of Certain Commercial Practices. OneStar has not, and no director, officer, agent, employee or other Person acting on behalf of it has, given or agreed to give any gift or similar benefit of more than nominal value to any customer, supplier, or employee or official of any Governmental Body or any other Person who is or may be in a position to help or hinder OneStar or assist in connection with any proposed transaction, which gift or similar benefit, if not given in the past, might have materially and adversely affected the business or prospects of OneStar, or which, if not continued in the future, might materially and adversely affect the business or prospects of OneStar. OneStar has not, and no director, officer, agent, employee or other Person acting on its behalf has, accepted or received any unlawful contributions, payments, gifts, or expenditures.

3.31 No Brokers. Except as set forth in Exhibit 3.31, all negotiations relating to this Agreement have been carried on by OneStar without the intervention of any other Person in such manner as to give rise to any valid claim against Network One. OneStar or OneStar Communications or their property or any shareholder or member for a brokerage commission, finder's fee or other like payment to any Person.

3.32 Real Property Interests. Exhibit 3.32 describes all interests in real property leased or owned by OneStar. OneStar will deliver to Network One at or before the Closing copies of all instruments (as recorded) by which OneStar acquired such real property interests therein owned by it, and copies of all related documents in the possession of OneStar relating to such property or

~~interests~~ OneStar has good, valid and marketable title to all the properties and assets that it purports to own (personal real and mixed, tangible and intangible), including, without limitation, all the properties and assets reflected in the OneStar Financial Statements, and all the properties and assets purchased or otherwise acquired by OneStar since the date of the OneStar Financial Statements.

3.33 Title to Assets OneStar owns and has good marketable title to all of its ~~properties and assets~~, free and clear of any security interest, pledge, mortgage, lien, charge, adverse claim or restriction of any kind, including but not limited to any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership ("**Encumbrances**") and not subject to any rights of way, building use restrictions, exceptions, variances, reservations or limitations of any nature whatsoever, except, as set forth in Exhibit 3.33. Except as set forth in Exhibit 3.33, none of the assets used in the business of OneStar is owned by any shareholder. On the Closing Date, the OneStar Contribution will be free and clear of all Encumbrances, except those specifically identified in Exhibit 3.33.

3.34 Sufficiency of Assets. The properties and assets owned or leased by OneStar Contribution include all rights, properties and other assets necessary to permit OneStar to conduct its business in all material respects in the same manner as it is conducted on, and has been conducted prior to the date of this Agreement.

4 REPRESENTATIONS AND WARRANTIES OF NETWORK ONE

Network One represents and warrants to OneStar as follows, which representations and warranties are made as of the date hereof and as of the Closing Date and shall survive the Closing:

4.1 Organization

(a) Network One is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified and in good standing as a foreign corporation in the states set forth in Exhibit 4.1(a) attached hereto with full power and authority to own its properties and assets and to carry on lawfully its business as currently conducted, and is not required to be qualified to do business as a foreign corporation in any other jurisdiction.

(b) Investments. Network One does not hold any securities of, or any interest in, any other Person.

4.2 Organizational Documents. A true, complete and correct copy of the Articles of Incorporation and the By-Laws of Network One, together with all amendments thereto (the "**Network Organizational Documents**"), are set forth on Exhibit 4.2 attached hereto.

4.3 Ownership of Shares. The authorized capital stock of Network One consists of Eight Million Nine Hundred Nine Thousand Eight Hundred Eighty-one (8,909,881) shares of voting common stock of which Six Hundred Six Thousand One hundred Three (606,103) are issued

and outstanding and Eight Million Three Hundred Three Thousand Seven Hundred Seventy-eight (8,378,778) shares held in the treasury and One Million Ninety Thousand One Hundred Nineteen (1,091,191) shares of preferred stock of which One Million Forty-eight thousand Twenty-eight (1,048,228) are issued and outstanding and Forty-two Thousand Ninety-one (42,091) shares held in the treasury. The Network One Contribution are owned of record and beneficially by the Persons set forth in Exhibit 4.3 attached hereto. There are no outstanding options, rights, conversion rights, agreements or commitments of any kind relating to the issuance, sale or transfer of any shares of capital stock or other securities of Network One, except as set forth in Exhibit 4.3. There are no "phantom" stock rights or agreements or similar rights or agreements intended to or which confer upon any Person rights similar to any rights accruing to owners of shares of capital stock of Network One.

4.4 Authorization. Network One has full legal right, power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The execution, delivery and performance by Network One of this Agreement and the other agreements and documents referred to herein and the actions contemplated hereby and thereby have been duly and lawfully authorized by all necessary action, and this Agreement and such other agreements and documents constitute valid and binding obligations of Network One, enforceable in accordance with their terms, subject to (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law, and (ii) bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally.

4.5 Financial Statements and Absence of Changes. The balance sheet as of September 30, 2000, and the income statement and statement of changes in financial condition or cash flows for the fiscal year then ended and the balance sheets as of the end of each month from September 30, 2000, through November 30, 2000, and the income statement and statement of cash flows for each of the months then ended of Network One (the "**Network One Financial Statements**") have been provided to OneStar as set forth in Exhibit 4.5 attached hereto. Each of the Network One Financial Statements is true, complete and correct and fairly presents (including but not limited to the inclusion of all adjustments with respect to interim periods which are necessary to present fairly the financial condition and assets and liabilities or the results of operations of Network One) the financial condition and assets and liabilities or the results of operations of Network One as of the dates and for the periods indicated. The Network One Financial Statements were prepared in accordance with generally accepted accounting principles applicable to the business of Network One consistently applied in accordance with past accounting practices. Except as reflected in the Network One Financial Statements, Network One has no debts, obligations, guarantees or obligations of others or liabilities (contingent or otherwise) that would be required to be disclosed in financial statements prepared in accordance with generally accepted accounting principles. Since November 30, 2000, there have been no material adverse changes to the business, financial condition, results of operations or prospects of Network One from that described and reflected in the Network One Financial Statements as of that date. Any financial statements prepared with respect to Network One subsequent to the date hereof shall be promptly provided to OneStar and shall constitute Network One Financial Statements for purposes hereof.

4.6 ~~Intellectual Property~~ Except as set forth in Exhibit 4.6 attached hereto, Network One does not have any patents, copy rights, trade names, trademarks, service marks, other such rights or marks or applications therefor and has not conducted business under any trade or ~~business name other than its current name~~ No other intellectual property is required in the operation of the business of Network One. There are no pending or threatened claims of infringement upon the ~~rights to any intellectual property of others or, except as set forth in Exhibit 4.8 attached hereto, any agreements or undertakings with respect to any such rights.~~

4.7 ~~Liabilities~~ Except as and to the extent reflected or reserved against it in the Network One Financial Statements, Network One had no material liabilities or obligations as of the date thereof secured or unsecured (whether accrued, absolute, contingent or otherwise), including, without limitation, its liabilities due or to become due, agent buyouts, and employment contract buyouts and Network One has not incurred, and will not incur, any liabilities or obligations since the date of the most recent of the Network One Financial Statements, except liabilities permitted by this Agreement. Except as set forth in Exhibit 4.7 attached hereto, Network One has no obligations or liabilities, whether direct or indirect, joint or several, absolute or contingent, matured or ~~unmatured~~ secured or unsecured, which could be affected by the execution and delivery of this Agreement or consummation of the transactions contemplated by this Agreement or which could affect the value

4.8 ~~Contracts~~ Except as set forth in Exhibit 4.8 attached hereto or in any other exhibits attached hereto and referenced below, true, correct and complete copies of which referenced exhibits have previously been delivered to OneStar, Network One is not a party to or bound by any of the following Contracts or Contract:

(a) contract for the purchase or sale of services, equipment, inventory, materials, supplies or any capital item or items, or supply agreements with the federal government or any state or local government or any agency thereof;

(b) collective bargaining agreement or other agreement with any labor union or labor organization or any employment, consulting, severance, bonus, deferred compensation or other agreement;

(c) agreement, indenture or other instrument relating to the borrowing of money or guarantee of any obligation for the borrowing of money;

(d) tenancy, lease, license or similar agreement relating to property except as set forth in Exhibit 4.9 attached hereto;

(e) license, lease or other agreement to provide or acquire telecommunications or other services or equipment of any kind;

(f) any insurance policies naming Network One as an insured or beneficiary or as a loss payee or for which Network One has paid all or part of the premium;

(g) any statement or agreement relating to indebtedness by way of lease-purchase arrangements, conditional sale, guarantee or other undertakings on which others rely in extending credit or other security agreements or any chattel mortgages or other security arrangements;

(h) any agreement or contract with, or any obligation to or from, an Affiliate, or a subsidiary of Network One;

(i) any other plans, agreements, contracts, powers of attorney, bids or proposals, whether written or oral;

(j) any agreements or contracts with any telecommunications carrier;

(k) any agreements with agents for the sale of telecommunications services;

(l) any contracts or agreements with any LEC;

(m) any agreements or contracts concerning billing of telecommunications or other services;

(n) copies of all contracts with brokers for the sale of all or a portion of the capital stock or assets of Network One.

Except as set forth in Exhibit 4.8 attached hereto, neither Network One nor, to the knowledge of Network One without inquiry of other parties to such Contract, any other party to any such Contract has breached any provisions of, or is in violation or default under the terms of, or has caused or permitted to exist any event that with or without due notice or lapse of time or both would constitute a default or event of default under, any such Contract. All such Contracts are valid, binding and in full force and effect and, to the knowledge of Network One, any Contract will continue in full force and effect to the benefit of OneStar, without change following the consummation of the transactions contemplated by this Agreement without obtaining the consent of any other party thereto, except as set forth in Exhibit 4.8 attached hereto, and the execution and delivery of this Agreement by Network One and the consummation of the transactions contemplated by this Agreement will not violate or cause a default or event of default under any provision of, or result in the acceleration of any obligation under, or the termination of any Contract.

4.9 Litigation and Compliance. Except as set forth in Exhibit 4.9 attached hereto, there is no pending or threatened claim, lawsuit or administrative proceeding by or against, or to the knowledge of Network One, no investigation of, Network One or the operation of its business. The business of Network One is not affected by any pending or, to the knowledge of Network One, threatened strike or other labor disturbance. Network One and the operation of its business are in compliance with all federal, state and local laws and regulations and administrative orders and all tariffs, rules and regulations of local exchange carriers and inter-exchange carriers applicable thereto which the failure to be in compliance could have a material adverse effect on the Network One Contribution, the business or condition of Network One or the transactions contemplated by this

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

Each Employee Benefit Plan or Plan maintained for employees of Network One or contributed to by Network One for purposes of this Section. Network One shall include all trades or businesses whether or not incorporated which are a member of a group of which Network One is a member and which are under common control within the meaning of Section 414 of the Code, and the regulations promulgated thereunder.

Each Employee Benefit Plan and any related trust agreement, annuity contract or other funding or implementing instrument complies currently and has complied in the past as to form, operation and administration, with the provisions of ERISA, as amended, and all other laws, rules and regulations and with the Code where required in order to be tax-qualified under Sections 401(a) or 408(a) and 501(c) of the Code and no event has occurred which will or could give rise to disqualification of any such Plan under said sections. All necessary governmental approvals for the Employee Benefit Plans have been obtained, each Employee Benefit Plan which is subject to Title IV of ERISA has met at all times the minimum funding standards of Section 302 of ERISA, Section 412 of the Code and any other applicable law and no accumulated funding deficiency, whether or not waived, exists with respect to any such Plan; each Employee Benefit Plan which is an employer-sponsored benefit plan (as defined in Section 302(a)(1) of ERISA) has been duly authorized by the Internal Revenue Service and a favorable determination as to the qualification under the Code of each such employer-sponsored benefit plan has been made by the Internal Revenue Service. Each Employee Benefit Plan which is subject to Title IV of ERISA is sufficient to meet benefit commitments, as that term is defined in Section 401(a)(10) of ERISA, and there are no unfunded vested benefits under any Plan. All of the costs of each Plan have been provided for on the basis of consistent methods in accordance with sound actuarial assumptions and practices. None of the Plans is a "Multiemployer Plan" within the meaning of Section 307 of ERISA.

Neither Network One nor any fiduciary or administrator of any Employee Benefit Plan has engaged in any transaction in violation of Section 406(a) or (b) of ERISA for which an exemption exists under Section 408 of ERISA or any "prohibited transaction" (as defined in Section 4975(c)(1) of the Code) for which no exemption exists under Section 4975(c)(2) or 4975(d) of the Code. No event has occurred which will or could subject any such Plan to income tax under Section 411 of the Code or to an excise tax under Section 4971 through 4981 of the Code.

(d) All premiums (and interest charges and penalties for late payment, if applicable) due the PBGC have been paid with respect to each Employee Benefit Plan and each plan year thereof for which premiums have been required. There has been no "reportable event" (as defined in Section 4044(b) of ERISA and the regulations of the PBGC under such section) with respect to any Employee Benefit Plan subject to Title IV of ERISA. No liability to the PBGC has been incurred by Network One on account of any termination of an Employee Benefit Plan subject to Title IV of ERISA. No filing has been made (or other action taken) by or on behalf of Network One, and no proceeding has been commenced by the PBGC, to terminate any Employee Benefit Plan subject to Title IV of ERISA maintained, or wholly or partially funded by Network One. Network One has not ceased operations at a facility so as to become subject to the provisions of Section 4062(e) of ERISA, or withdrawn as a substantial employer so as to become subject to the provisions of Section

and the IRS, or increased making contributions to any Employee Benefit Plan subject to Section 408(a) of ERISA.

(c) Network One has delivered to OneStar a complete and correct copy of (i) each Employee Benefit Plan (and related trust agreement, annuity contract or other funding or implementing instrument), including all amendments thereto; (ii) all filings (including all communications thereto) made or required to be made (including but not limited to annual reports and returns) with the Internal Revenue Service, Department of Labor or the PBGC relative to any Employee Benefit Plan for each of the three (3) most recent plan years; (iii) the actuarial reports as of the last valuation date, balance sheets and consolidated financial statements as of the last valuation date, and the most recent IRS determination letters; and (iv) other relevant documents in the possession of Network One or its employees or agents, with respect to each Employee Benefit Plan. Such documents fairly present the financial condition.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in: (i) a complete or partial withdrawal from any Employee Benefit Plan, or (ii) any funding deficiency or lien under ERISA.

(e) Neither OneStar nor OneStar Communications will incur any liability or be responsible for any of the transactions contemplated by this Agreement with respect to or arising from any Employee Benefit Plan or other benefit plan or program maintained by or on behalf of Network One or any other company or pension or welfare plan or program.

Taxes and Returns Network One is properly classified and taxed as a corporation as defined in Section 7701 of the Code, for federal income tax purposes. All Taxes for which Network One is or may be liable, including interest and penalties, required to be paid, assessed or otherwise with respect to all open years have been paid or collected or withheld and reported to the appropriate governmental agency except for any Taxes which Network One is advised by its tax advisor have been noted in the Network One Financial Statements, and except for any Taxes for which there have been adequately provided for in the Network One Financial Statements. All complete and correct returns (including, without limitation, information returns and other Tax-related information) have been timely filed with the appropriate governmental agency with respect to all Taxes and the copies thereof which have been provided to OneStar pursuant to its request are true, accurate and complete. Network One has not filed or entered into any election, agreement or extension agreement that extends any applicable statute of limitations or the time within which a return must be filed. Network One is not a party to any action or proceeding, pending or threatened, by any governmental authority for assessment or collection of Taxes, no unresolved claim for assessment or collection of Taxes has been asserted, no audit or investigation by any governmental authority is pending or threatened and no such matters are under discussion with any governmental authority. No deficiencies for Taxes have been claimed, proposed or assessed by any taxing or other governmental authority. Network One has not made an election, and is not required, to treat any asset as owned by another person for federal income tax purposes or as tax-exempt bond financial property, or tax-exempt use property within the meaning of Section 168 of the Code. Network One hereby agrees to indemnify and hold harmless OneStar, its Affiliates and their

respective successors and assigns from and against any Tax which constitutes, or could result in, a lien on any of the assets or a claim against OneStar, its Affiliates or their respective successors or assigns.

4.15 Changes. Except as otherwise expressly disclosed in Exhibit 4.15 hereto, since November 30, 2000, there has not been:

(a) any damage, destruction, other casualty loss or other occurrence that could, individually or in the aggregate, have a material adverse effect on the value of the Network One Contribution or the business or condition of Network One;

(b) any disposition of any asset of Network One other than in the ordinary course of business;

(c) any amendment, modification or termination of any existing, or entering into any new, contract, agreement, lease, license, permit or franchise that could, individually or in the aggregate, have a material adverse effect on the value of the Network One Contribution or the business or condition of Network One;

(d) any changes in the accounting methods or practices followed by Network One or any change in depreciation or amortization policies or rates; or

(e) any other material adverse change in the assets (including but not limited to the Network One Contribution), business or condition of Network One.

4.16 No Adverse Actions. Except as otherwise set forth in Exhibit 4.16, there is no existing, pending or, to the knowledge of Network One, threatened termination, cancellation, limitation, modification or change in the business relationship of Network One with any supplier, customer or other person or entity except as are immaterial individually and in the aggregate and which are in the ordinary course of business. None of Network One or any shareholder, agent, employee or other person associated with or acting on behalf of any of the foregoing has used any corporation funds for unlawful contributions, payments, gifts, entertainment or other unlawful expenses relating to political activity, or made any direct or indirect unlawful payments to governmental officials or others.

4.17 Labor Matters. Network One has no obligations, contingent or otherwise, under any employment or consulting agreement, collective bargaining agreement or other contract with a labor union or other labor or employee group, and OneStar will incur no liability or obligation with respect to any employee, consultant or agent of Network One as a result of or arising out of the consummation of the transactions contemplated by this Agreement. There are no efforts presently being made or, to the knowledge of Network One, threatened by or on behalf of any labor union with respect to employees of Network One. Network One is in compliance with all federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor

There is no labor strike, threatened or to the knowledge of Network One, pending or, to the knowledge of Network One, threatened before the National Labor Relations Board; there is no labor strike, threatened or to the knowledge of Network One, threatened against or for the purpose of compelling Network One, threatened against or for the purpose of compelling Network One; the representation question exists respecting the employees of Network One; no formal or informal complaint which might have a material adverse effect upon Network One or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is pending and no claim therefor has been asserted; no collective bargaining agreement is currently being negotiated by Network One; and Network One has not experienced any labor difficulty. There has not been, and will not be, to the knowledge of Network One, any adverse change in relations with employees of Network One as a result of any action or omission of Network One in connection with the transactions contemplated by this Agreement.

4.18 Disclosure. No representation, warranty or statement made by or on behalf of Network One in this Agreement or the Exhibits attached hereto or in the certificates or other documents furnished or to be furnished to OneStar or its representatives or lenders in connection with the Agreement and the transactions contemplated hereby or thereby, contains or will contain any untrue statement of fact or will omit to state a fact required to be stated herein or therein or which is necessary to make the statements contained herein or therein not misleading in any material respect. All information and documents provided prior to the date of this Agreement, and all information and documents subsequently provided to OneStar or its representatives or lenders by or on behalf of Network One or the shareholders are or contain, or will be or will contain as to subsequently provided information or documents, true, accurate and complete information with respect to the matters mentioned and are, or will be as to subsequently provided information or documents, fully compliant with any specific request made by or on behalf of OneStar or its representatives or lenders. From the date hereof, full disclosure shall have been made to OneStar of all material facts with respect to Network One and its business, assets, operations, condition and prospects and the transactions contemplated by this Agreement which a reasonable purchaser would deem relevant. Through the date of this Agreement, Network One will promptly notify OneStar of any change or event which could adversely affect the business, condition or the operations, business, conditions or prospects of Network One.

4.19 Agency Agreements. Exhibit 4.8 contains all of the agency agreements, contracts or verbal between Network One and any third party pursuant to which such third party has agreed to sell for Network One which are included in the assets or to whom Network One owes any form of compensation for sales to customers.

4.20 Trade Agreements. Exhibit 4.8 contains all the Trade Agreements, written or verbal between Network One and any third party pursuant to which Network One provides long term contracts in exchange for consideration other than its ordinary and customary cash payment.

4.21 Accounts Receivable. All accounts receivable of Network One represent sales actually made or services actually performed in the ordinary course of business, are current and collectible net of any reserves calculated consistent with past practice and, to the best knowledge of Network One, are not subject to any defense, counterclaim or offset with respect to any such

4.22 Equipment. The equipment of Network One is structurally sound with no known defects and is in good operating condition and repair (ordinary wear and tear excepted) and is adequate for the uses to which it is being put, and none of such equipment is in need of maintenance or repairs except for ordinary, routine maintenance and repairs. Except as set forth in Exhibit 4.22, Network One has not received notification that Network One is in violation of any applicable law, ordinance or regulation in respect of its equipment or its operation, and, to the best knowledge of Network One, there is no such violation which could have a material adverse effect on Network One.

4.23 No Condemnation or Expropriation. Neither the whole nor any portion of the property or leaseholds held by Network One is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any Governmental Body or other Person with or without payment or compensation therefor, nor, to the best knowledge of Network One, has any such condemnation, expropriation or taking been proposed.

4.24 Take or Pay Contracts. Exhibit 4.8 lists all agreements pursuant to which Network One is required to purchase a minimum quantity of utilities, products or services or to have payment therefor. Network One has utilized the minimum quantity of utilities, products or services that it is required to utilize pursuant to such contracts and Network One has made no prepayments for utilities, products or services that it has not utilized.

4.25 Banking Relationships. Exhibit 4.25 sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which Network One maintains safe deposit boxes or accounts of any nature and the names of all persons authorized to have access thereto, draw thereon or make withdrawals therefrom. Upon request, Network One will deliver to OneStar copies of all records, including all signatures or authorization cards.

4.26 Leases. Exhibit 4.26 lists and contains an accurate and complete description of the principal terms of all leases pursuant to which Network One leases real or personal property. All such leases are valid, binding and enforceable by Network One in accordance with their terms, and are in full force and effect. There are no existing defaults (or, to the best of Network One's knowledge, events which, with notice or lapse of time or both, could constitute a default) by Network One, or to the best knowledge of Network One, by any other Person which could entitle the lessor thereunder, Network One or any other Person to terminate such lease.

4.27 Status of Agreements. All contracts, agreements, commitments, plans, leases, policies and the like disclosed or required to be disclosed in this Agreement are valid and in full force and effect; Network One has performed in all material respects the obligations to be performed thereunder on or prior to the date hereof; there are no existing defaults (or, to the best of Network One's knowledge, events which, with notice or lapse of time or both, would constitute a default) by Network One which would entitle the other party thereto to terminate such instrument or to collect

substantial payments from Network One thereunder, or to the best knowledge of Network One, any other Person thereunder; and copies thereof have been delivered to OneStar.

4.28 Books and Records. The books of account, minute books, stock record books and other records of Network One, all of which have been or will be made available to OneStar, are complete and correct in all material respects and have been maintained in accordance with sound business practices.

4.29 Personnel. Exhibit 4.29 lists (a) the current salary rates of all salaried employees and officers of Network One and (b) the wage rate ranges for all non-salaried employees and officers of Network One by classification, including in the case of (a) and (b) all bonuses or other payments.

4.30 Compliance with Law. To the best of Network One's knowledge, Network One has complied in all material respects with, and the operations of Network One have been conducted in all material respects in accordance with, all applicable laws, regulations and other requirements of all Governmental Bodies having jurisdiction over them, including, without limitation, all such laws, regulations and requirements relating to air, noise and water pollution, antitrust, consumer protection, currency exchange, environmental compliance, equal opportunity, hazardous substances and waste, health, occupational safety and securities matters. Network One has not received any notification of any asserted present or past failure by Network One to comply with any such laws, rules or regulations. To the best knowledge of Network One, Network One has all licenses, permits, orders, and common carrier transportation rights or approvals from all Governmental Bodies required for the conduct of its business, and is not in violation of any such license, permit, order, right or approval. All such licenses, permits, orders, rights and approvals are in full force and effect, and no suspension or cancellation thereof has been threatened.

4.31 Absence of Certain Commercial Practices. Network One has not, and no director, officer, agent, employee or other Person acting on behalf of it has, given or agreed to give any gift or similar benefit of more than nominal value to any customer, supplier, or employee or official of any Governmental Body or any other Person who is or may be in a position to help or hinder Network One or assist in connection with any proposed transaction, which gift or similar benefit, if not given in the past, might have materially and adversely affected the business or prospects of Network One, or which, if not continued in the future, might materially and adversely affect the business or prospects of Network One. Network One has not, and no director, officer, agent, employee or other Person acting on its behalf has, accepted or received any unlawful contributions, payments, gifts, or expenditures.

4.32 No Brokers. Except as set forth in Exhibit 4.32, all negotiations relating to this Agreement have been carried on by Network One without the intervention of any other Person in such manner as to give rise to any valid claim against OneStar. Network One or OneStar Communications or their property or any shareholder or member for a brokerage commission, finder's fee or other like payment to any Person.

4.13 Real Property Interests. Exhibit 4.33 describes all interests in real property owned or owned by Network One. Network One will deliver to OneStar at or before the Closing copies of all instruments (as recorded) by which Network One acquired such real property interests (including all copies of all related documents in the possession of Network One relating to such property or interests). Network One has good, valid and marketable title to all the properties and assets that it purports to own (personal, real and mixed, tangible and intangible), including, without limitation, all the properties and assets reflected in the Network One Financial Statements, and all the properties and assets purchased or otherwise acquired by Network One since the date of the Network One Financial Statements.

4.14 Title to Assets. Network One owns and has good marketable title to all of its properties and assets, free and clear of any Encumbrances and not subject to any rights of way, easements or restrictions, exceptions, variances, reservations or limitations of any nature whatsoever, except as set forth in Exhibit 4.34. Except as set forth in Exhibit 4.34, none of the assets used in the business of Network One is owned by any shareholder. On the Closing Date, the Network One properties and assets will be free and clear of all Encumbrances, except those specifically identified in Exhibit 4.34.

4.15 Sufficiency of Assets. The properties and assets owned or leased by Network One include the properties and other assets necessary to permit Network One to conduct its business in all material respects in the same manner as it is conducted on, and has been conducted prior to the date of this Agreement.

4 INDEMNITY

4.16 Network One agrees to indemnify OneStar and OneStar Communications and their Affiliates and their respective directors, officers, shareholders, employees, agents, successors and assigns against, and hold each and every one of the foregoing harmless from, any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs or expenses, whether accrued, absolute, contingent or otherwise, including but not limited to court costs and attorneys' fees, which any of the foregoing may incur or to which any of the foregoing may be subjected, arising out of or otherwise based upon any misrepresentation or breach of warranty or representation by Network One or any breach or default by it under any of the covenants or other provisions of this Agreement or of any other agreement or instrument to which OneStar or an Affiliate of OneStar is a party or which is in favor of OneStar or an Affiliate of OneStar.

4.17 OneStar agrees to indemnify Network One and OneStar Communications and their Affiliates and their respective directors, officers, shareholders, employees, agents, successors and assigns against, and hold each and every one of the foregoing harmless from, any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs or expenses, whether accrued, absolute, contingent or otherwise, including but not limited to court costs and attorneys' fees, which any of the foregoing may incur or to which any of the foregoing may be subjected, arising out of or otherwise based upon any misrepresentation or breach of warranty or representation by OneStar or any breach or default by it under any of the covenants or other provisions of this

... to which Network One or an Affiliate of Network One is a party or which is a party of Network One or an Affiliate of Network One.

... The party indemnified hereunder (the "Indemnified Party") shall be the party indemnified by the indemnifying party (the "Indemnifying Party") and the Indemnifying Party shall be the party indemnified by the Indemnified Party, and the Indemnifying Party does not defend or settle such claims without the Indemnified Party's participation, in which case the Indemnified Party shall pay the cost of such defense, and the Indemnified Party may settle such claims without the Indemnifying Party's consent. If the Indemnified Party fails to settle such claims and the Indemnifying Party is thereby materially prejudiced by such failure to settle such claims, the Indemnifying Party's obligation of indemnity shall be recognized with respect to such claim to the extent that the Indemnifying Party has been prejudiced by the failure to settle such claims.

COVENANTS FOLLOWING:

... The obligations of Network One under this Agreement shall be subject to the satisfaction at or prior to the Closing of each of the following conditions. Each of such conditions may be waived, in writing, by Network One.

... The representations and warranties of OneStar contained in this Agreement shall be true and correct in all material respects on the date hereof and on the Closing Date:

... OneStar shall have performed and complied with all of the covenants and obligations required and satisfied all of the conditions required by this Agreement to the satisfaction of Network One and shall be satisfied by OneStar at or prior to the Closing.

... All required governmental and regulatory approvals, consents and/or waiting periods shall have been obtained or shall have expired, limited in the case of those involving state governments to the states of Alabama, Georgia, Maryland, Massachusetts, Rhode Island, Vermont, Virginia, Washington, and West Virginia.

... On the Closing Date, there shall be no injunction, restraining order or decree of any court of law or of governmental agency or body in effect that restrains or prohibits the consummation of the transactions contemplated by this Agreement.

... Network One shall have consented to the transactions contemplated by this Agreement and

... Companies shall have expressly assumed that certain Network

One Promissory Note in the principal amount of Two Hundred Thousand Dollars (\$200,000) and payable to Concord Hill Capital (the "Concord Hill Capital Note")

6.2 Closing Conditions of OneStar. The obligations of OneStar under this Agreement are subject to the satisfaction at or prior to the Closing of each of the following conditions, but compliance with any or all of any such conditions may be waived in writing, by OneStar:

(a) The representations and warranties of Network One contained in this Agreement shall be true and correct in all material respects on the date hereof and on the Closing Date;

(b) Network One shall have performed and complied with all the covenants and agreements in all material respects and satisfied all the conditions required by this Agreement to be performed or complied with or satisfied by it or them at or prior to the Closing;

(c) All required governmental, regulatory and third-party approvals, consents and/or waiting periods shall have been obtained or shall have expired, limited in the case of those involving state public utility or service commissions to the states of Alabama, Georgia, Maryland, Massachusetts, Maine, Minnesota, New Hampshire, Rhode Island, Vermont, Virginia, Washington, and West Virginia; which regulatory approvals shall include, without limitation, authority to provide intral-ATA telecommunications services in the manner currently provided by Network One;

(d) OneStar lenders shall have consented to the transactions contemplated by this Agreement;

(e) OneStar shall have obtained a credit facility in the amount of Ten Million Five Hundred Thousand Dollars (\$10,500,000);

(f) OneStar shall have arranged for the continuation and/or provision of the services, products or facilities provided to or by Network One;

(g) On the Closing Date, there shall be no injunction, restraining order or decree of any nature of any court or governmental agency or body in effect that restrains or prohibits the consummation of the transactions contemplated by this Agreement;

(h) Richland Ventures, Cordova Capital Partners, Firstar Bank, and Old National Bank shall have consented in writing to the transactions contemplated by this Agreement;

(i) There shall not have occurred any unknown liability of Network One that has become known greater than One Million Dollars (\$1,000,000) in the aggregate

7. THE CLOSING.

7.1 Deliveries by Network One. At the Closing, OneStar shall receive from Network One the following and Network One shall cause the same to be delivered to OneStar:

(a) Certificate of good standing or existence from each of the states in which Network One is organized or qualified which issues such certificates as to corporations stating that Network One is a validly existing corporation in good standing;

(b) A certificate, dated as of the Closing, signed on behalf of Network One to the effect that the conditions specified in Section 6.2, above (except for clauses (c) through (h) thereof), have been satisfied;

(c) An opinion from counsel of Network One, in form and substance reasonably satisfactory to counsel for OneStar, to the effect that: (i) Network One is a corporation, duly organized, validly existing, and in good standing under the laws of the state of Georgia, and (ii) this Agreement and the other agreements and documents to which Network One is a party contemplated hereby have been duly and validly authorized, executed, and delivered on behalf of Network One and constitute (subject to standard exceptions to enforceability arising from the bankruptcy laws and rules of equity) its valid, binding, and enforceable agreements;

(d) Copies of duly adopted shareholder and director actions approving the execution, delivery and performance of this Agreement and the other instruments contemplated hereby certified on behalf of Network One;

(e) Instruments of transfer and assignment, consents, certificates, stoppage letters and all other documents and agreements in form and substance satisfactory to OneStar which OneStar may deem necessary to transfer to and vest in OneStar Communications title to and ownership of the Contributions;

(f) An original or photostatic copy duly certified as accurate and complete of all requisite governmental or regulatory approvals of the transactions contemplated hereby;

(g) Such other documents and instruments as OneStar may reasonably request, including, but not limited to LOA's, applications, and term agreements; and

(h) Certified copies of the Articles of Incorporation and By-Laws of Network One

7.2 OneStar Deliveries. At the Closing, Network One shall receive from OneStar the following:

(a) Certificate of existence from the Secretary of State of the State of Indiana stating that OneStar is a validly existing corporation in good standing;

(b) A certificate, dated as of the Closing, signed by an officer of OneStar to the

effect that the conditions specified in Section 6.1. above, have been satisfied:

(c) Copies of duly adopted resolutions of the OneStar shareholders and Board of Directors approving the execution, delivery and performance of this Agreement, certified by its Secretary;

(d) An opinion from counsel of OneStar, in form and substance reasonably satisfactory to counsel for Network One, to the effect that: (i) OneStar is a corporation, duly incorporated and validly existing under the laws of the State of Indiana and (ii) this Agreement and the other agreements and documents to which OneStar is a party contemplated hereby have been duly and validly authorized, executed and delivered on behalf of OneStar and constitute (subject to standard exceptions to enforceability arising from the bankruptcy laws and rules of equity) its valid, binding and enforceable agreements;

(e) Instruments of transfer and assignment, consents, certificates, estoppel letters, and all other documents and agreements in form and substance satisfactory to Network One which Network One may deem necessary to transfer to and vest in OneStar Communications title to and ownership of the Contributions; and

(f) An original or photostatic copy duly certified as accurate and complete of all requisite governmental or regulatory approvals of the transactions contemplated hereby;

7.3 OneStar Communications.

At Closing, OneStar Communications shall receive the following:

(a) From Network One, a Bill of Sale transferring title to all Contributions from Network One; and

(b) From OneStar, a Bill of Sale transferring title to all Contributions from OneStar

At Closing, OneStar Communications shall deliver the following:

(a) To Network One, such Membership Interest necessary to complete the transaction;

(b) To OneStar, such Membership Interest necessary to complete the transaction, and

(c) OneStar Communications shall deliver Fifty Thousand Dollars (\$50,000) by check or wire transfer to Concord Hill Capital as the initial installment payment due under the Concord Hill Capital Note.

effect that the conditions specified in Section 6.1. above, have been satisfied.

(c) Copies of duly adopted resolutions of the OneStar shareholders and Board of Directors approving the execution, delivery and performance of this Agreement, certified by its Secretary.

(d) An opinion from counsel of OneStar, in form and substance reasonably satisfactory to counsel for Network One, to the effect that: (i) OneStar is a corporation, duly incorporated and validly existing under the laws of the State of Indiana and (ii) this Agreement and the other agreements and documents to which OneStar is a party contemplated hereby have been duly and validly authorized, executed and delivered on behalf of OneStar and constitute (subject to standard exceptions to enforceability arising from the bankruptcy laws and rules of equity) its valid, binding and enforceable agreements;

(e) Instruments of transfer and assignment, consents, certificates, stoppage letters, and all other documents and agreements in form and substance satisfactory to Network One which Network One may deem necessary to transfer to and vest in OneStar Communications title to and ownership of the Contributions; and

(f) An original or photostatic copy duly certified as accurate and complete of all requisite governmental or regulatory approvals of the transactions contemplated hereby.

7.3 OneStar Communications.

At Closing, OneStar Communications shall receive the following

- (a) From Network One, a Bill of Sale transferring title to all Contributions from Network One; and
- (b) From OneStar, a Bill of Sale transferring title to all Contributions from OneStar.

At Closing, OneStar Communications shall deliver the following

- (a) To Network One, such Membership Interest necessary to complete the transaction;
- (b) To OneStar, such Membership Interest necessary to complete the transaction, and
- (c) OneStar Communications shall deliver Fifty Thousand Dollars (\$50,000) by check or wire transfer to Concord Hill Capital as the initial installment payment due under the Concord Hill Capital Note.

TERMINATION.

8.1 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated only (a) by the mutual written consent of OneStar and Network One; (b) by either OneStar or Network One upon written notice given to the other within ten (10) days after the giving of a notice of the failure of a condition to Closing as provided herein; or (c) by OneStar or Network One if, for any reason, the Closing has not occurred on or before June 30, 2001 through no fault of such party, provided said date may be extended from time to time by mutual agreement of the parties, which agreement shall not be unreasonably withheld, in the event one or more conditions to the obligations of the parties hereunder has not been satisfied or waived.

8.2 Effect of Termination. In the event of the termination and abandonment of this Agreement pursuant to the preceding Section of this Agreement, this Agreement shall immediately become void and have no effect, and without any liability on the part of any party or its shareholders, partners, directors or officers in respect thereof, except as otherwise provided in this Agreement; and except that nothing herein will relieve any party from liability for any breach of this Agreement.

MISCELLANEOUS.

9.1 Expenses. Except as otherwise provided in this Agreement, Network One shall bear its own respective expenses, fees and commissions (including, but not limited to, all compensation and expenses of counsel, financial advisors, brokers, consultants, actuaries and accountants) incurred in connection with the preparation, negotiation and consummation of this Agreement and consummation of the transactions contemplated hereby. Except as otherwise provided in this Agreement, OneStar shall bear its own fees, expenses and commissions (including, but not limited to, all compensation and expenses of counsel, financial advisors, brokers, consultants, actuaries and accountants) incurred in connection with the preparation, negotiation and consummation of this Agreement and consummation of the transactions contemplated hereby. Network One represents and warrants to OneStar that no broker, agent or other person acting on their behalf will be entitled to a fee, commission or other payment as a result of or arising out of this Agreement or the transactions contemplated hereby.

9.2 Public Disclosure. No press release or other public announcement or communication will be made or caused to be made concerning the terms and conditions of this Agreement unless specifically approved in advance by OneStar and Network One.

9.3 Notices. Any notices or other communications required under this Agreement shall be in writing, shall be deemed to have been given when delivered in person, by fax or telecopier, when delivered to a recognized next business day courier, or if mailed when deposited in the United States mail, first class, registered or certified, return receipt requested, with or without postage prepaid, addressed as follows or to such other address as notice shall have been given pursuant hereto:

If to Network One:

CRG International, Inc. d/b/a Network One
Gene E. Lane, Jr.
2000 Riveredge Parkway, Suite 900
Atlanta, GA 30328-4618
Telecopier: (770) 980-1122

If to OneStar Communications:

OneStar Communications, LLC
Attn: Alan Powers, CEO
7100 Eagle Crest Blvd.
Evansville, IN 47715
Telecopier: (812) 471-5878

OneStar Communications, LLC
Attn: Michael W. Hanus, President
1620 Helminski Road
Arbor Vitae, WI 54508

If to OneStar:

OneStar Long Distance, Inc.
Attn: Alan Powers, CEO
7100 Eagle Crest Blvd.
Evansville, IN 47715
Telecopier: (812) 471-5878

OneStar Long Distance, Inc.
Attn: Michael W. Hanus, President
1620 Helminski Road
Arbor Vitae, WI 54508

with a copy to:

Terry G. Farmer
Bamberger, Foreman, Oswald and Hahn, LLP
7th Floor Hulman Building
P. O. Box 657
Evansville, IN 47704-0657
Telecopier: (812) 421-4936

9.4 Assignment. This Agreement may not be assigned, by operation of law or otherwise, except that OneStar may assign its rights under this Agreement in whole or in part to a subsidiary or other Affiliate of OneStar (including but not limited to any subsidiary or Affiliate of OneStar formed or acquired following the date hereof) or to any lender of OneStar, provided OneStar shall remain responsible for its performance of this Agreement, subject to the terms and conditions hereof.

9.5 Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9.7 Amendment. Except as hereinafter provided, this Agreement may not be amended except by a writing signed by the party to be charged.

9.8 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties and their Affiliates with respect to the subject matter hereof.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

9.10 Survival. The covenants, agreements, indemnities, representations and warranties of OneStar and Network One made in or pursuant to this Agreement shall survive the Closing, notwithstanding any investigation made or information obtained by or on behalf of another party.

9.11 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless OneStar elects otherwise.

9.12 Third Parties. Nothing contained in this Agreement or in any instrument or document executed by any party in connection with the transactions contemplated hereby shall create any rights in, or be deemed to have been executed for the benefit of, any person or entity that is not a party hereto or a successor or permitted assign of such a party.

9.13 Consent to Jurisdiction, Venue. Any action or proceeding relating in any way to this Agreement may be brought and enforced in the Vanderburgh Superior Court in the City of Evansville, State of Indiana, and each irrevocably submits to the jurisdiction of such court and waives any objection to the laying of venue in such court or any claim that such court is an inconvenient forum.

9.14 JURY WAIVER. EACH PARTY HERETO WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRIBUTION AGREEMENT OR ANY OTHER AGREEMENT EXECUTED PURSUANT HERETO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly

Figure 1

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, came **CRG INTERNATIONAL, INC. d/b/a NETWORK ONE**, by _____, its _____, who, as such officer, acknowledged the execution of the foregoing document for and on behalf of said company.

WITNESS my hand and notarial seal this ____ day of _____, 2001

My county of residence is _____ County,
State of _____, and
My commission expires: _____

NOTARY PUBLIC

PRINTED NAME

STATE OF IN) SS:
)
COUNTY OF ROBERTSON)

Before me, the undersigned Notary Public in and for said County and State, came **ONESTAR COMMUNICATIONS, LLC**, by Patricia L. Smith, its _____, who, as such officer, acknowledged the execution of the foregoing document for and on behalf of said company.

WITNESS my hand and notarial seal this 10 day of March, 2001

My county of residence is _____ County,
ROBERTSON County,
State of TX, and
My commission expires: 10/27/07

Sharon Price
NOTARY PUBLIC

Sharon Price
PRINTED NAME

STATE OF Georgia)
) SS:
COUNTY OF DeKalb)

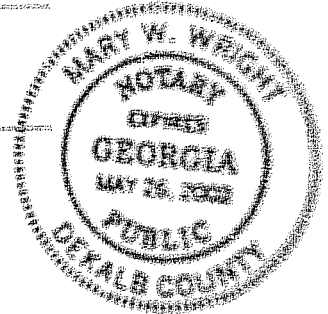
Before me, the undersigned Notary Public in and for said County and State, came ~~CRG~~
INTERNATIONAL, INC. d/b/a NETWORK ONE, by Dr. E. J. [Signature], its
President / CEO, who, as such officer, acknowledged the execution of the foregoing document
for and on behalf of said company.

WITNESS my hand and notarial seal this 7th day of March, 2001

My county of residence is
DeKalb County,
State of Georgia, and
My commission expires:
May 26, 2002

[Signature]
NOTARY PUBLIC

Mary W. Wright
PRINTED NAME



STATE OF _____) SS:
)
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, came
ONESTAR COMMUNICATIONS, LLC, by _____, its _____, who,
as such officer, acknowledged the execution of the foregoing document for and on behalf of said
company.

WITNESS my hand and notarial seal this ____ day of _____, 2001

My county of residence is
_____ County,
State of _____, and
My commission expires:

NOTARY PUBLIC

PRINTED NAME

ACKNOWLEDGMENT

by Richland Ventures and Cordova Capital Partners

The undersigned hereby acknowledges the terms of the foregoing Contribution Agreement on behalf of Richland Ventures and Cordova Capital Partners.

Jack Tyrrell Signature

Jack Tyrrell Printed Name

Managing Partner Title

ACKNOWLEDGMENT

by Richland Ventures and Cordova Capital Partners

The undersigned hereby acknowledges the terms of the foregoing Contribution Agreement on behalf of Richland Ventures and Cordova Capital Partners.

Gerald F. Schmitt
Signature

Gerald F. Schmitt
Printed Name

General Partner
Title

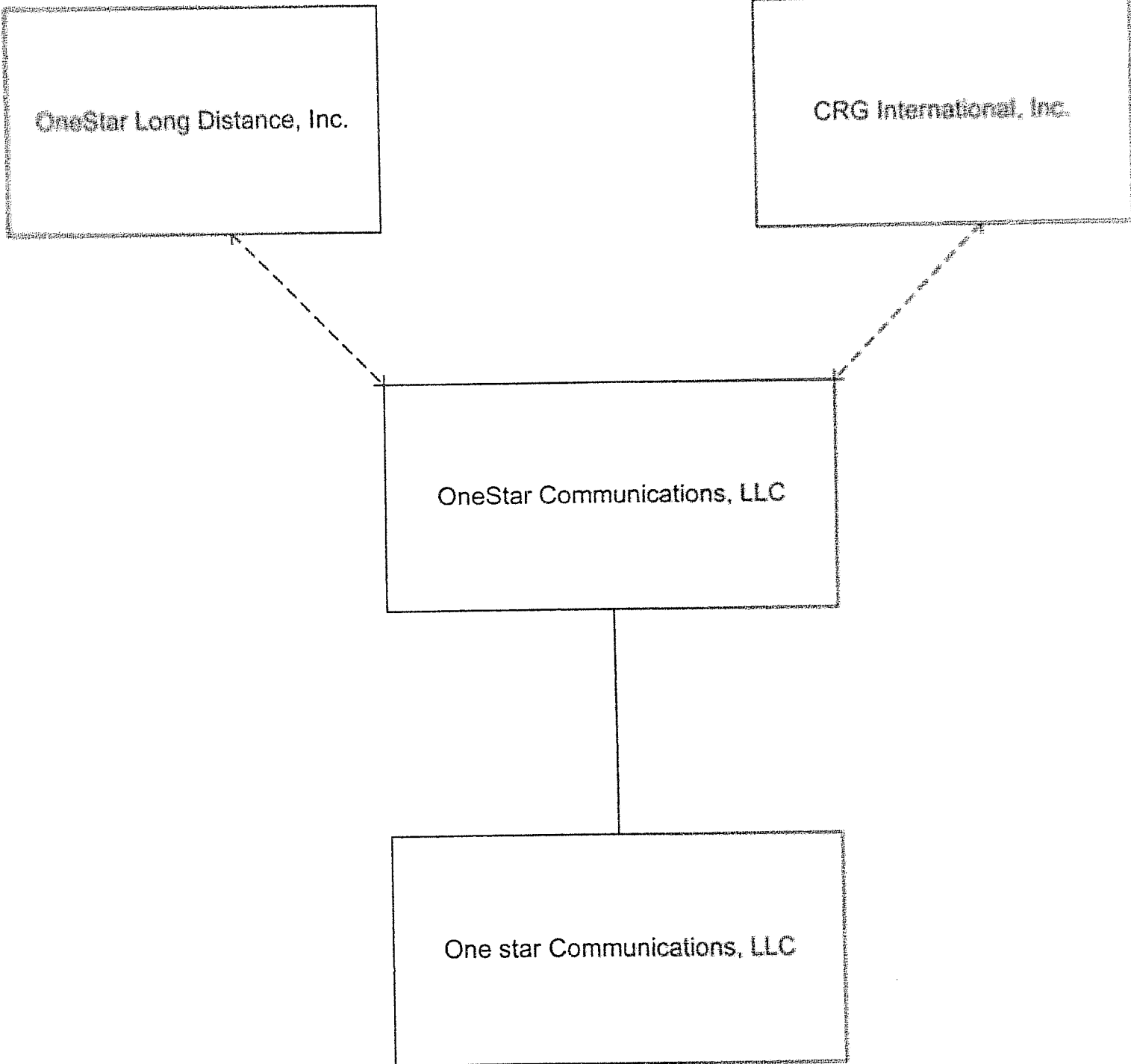
EXHIBIT B

OneStar Long Distance, Inc.

CRG International, Inc.

OneStar Communications, LLC

One star Communications, LLC



CRG International, Inc.

OneStar Holding, Inc.

OneStar Long Distance, Inc.

EXHIBIT C

NEXT

38

DOCUMENT (S)

BEST IMAGE

POSSIBLE

ONESTAR COMMUNICATIONS, LLC

OPERATING AGREEMENT

This Operating Agreement (this "Agreement") of ONESTAR COMMUNICATIONS, LLC (the "Company") dated as of _____, 2001, between ONESTAR LONG DISTANCE, INC. an Indiana corporation ("OneStar") and CRG INTERNATIONAL, INC. d/b/a NETWORK ONE, a Georgia corporation ("Network One").

SECTION 1 - DEFINITIONS

For the purposes of this Agreement, the definitions shall be as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2 - FORMATION OF COMPANY

2.1 Formation, Admission, Management Committee.

The Company was formed upon the filing of the Articles with the Indiana Secretary of State. The business and day-to-day activities of the Company and nomination of Officers shall be overseen by a Management Committee.

2.2 Purpose, Services Offered.

The purpose of the Company shall be to provide telecommunications services to its customers in the selected markets, and to provide such services to additional areas as may be designated by the Management Committee. The Company will have such additional purposes and powers as necessary, and convenient thereto and as otherwise permitted to limited liability companies formed under the Act.

2.3 Name

The Company shall operate under the name "ONESTAR COMMUNICATIONS, LLC." or such other name as the Management Committee may select. The Management Committee shall execute any assumed or fictitious name certificate or certificates required by law to be filed in connection with the formation of the Company or thereafter and shall cause such certificate or certificates to be filed in the appropriate offices as required by law.

2.4 Place of Business.

The principal place of business for the Company is 7100 Eagle Crest Boulevard, Evansville, Indiana 47713 or such other place or places as shall be agreed upon by the Members.

2.5 Company Property

All Company Property shall be deemed owned by the Company as an entity, and no Member individually shall have any ownership of such property. The Members hereby expressly ~~consent and agree to waive any and all rights to partition of Company Property or cause a dissolution of the Company.~~ A Member's Membership Interest in the Company shall be considered personal property for all purposes.

2.6 Term

The Company shall continue as a limited liability company until terminated in accordance with Section 10.

2.7 No Other Agreement Or Restriction.

Except as expressly provided herein, this Agreement does not limit the power or rights of any Member hereto to carry on its business for its own sole benefit and no other Member shall have any right to share in the proceeds of its other business.

SECTION 3 - MEMBERSHIP INTERESTS; CAPITAL CONTRIBUTIONS; ADDITIONAL CAPITAL CONTRIBUTIONS

3.1 Membership Interests.

The Percentage Interests of the Members shall be as shown on Exhibit B hereto.

3.2 Capital Accounts

There shall be established for each Member on the books of the Company as of the date hereof, or such later date on which such Member is admitted to the Company, a capital account (each being a "Capital Account").

3.3 Capital Contributions.

- (a) The Members made total Capital Contributions through the date hereof as set forth on Exhibit B.
- (b) Additional Capital Contributions of the Members shall be made as and when determined by the Management Committee, pro rata according to such Member's Percentage Interest in accordance with the budget duly adopted by the Members for such Fiscal Year and pursuant to the procedure set forth in Section 3.4.
- (c) No Member shall be entitled to withdraw all or any part of the Member's Capital Contributions except as expressly provided in this Agreement.

- (d) For the one year period following the date of this Agreement each revenue dollar less than \$4,800,000 attributable to the wholesale accounts of Norcom and the Network One agent accounts of Larry Sissler shall be deemed a deduction to the capital of Network One in the Company for the purposes of the Percentage Interest Adjustment (as defined below).
- (e) For a period of one (1) year from the date of closing, OneStar shall have the right to contribute to the capital of the Company OneStar Notes Receivable from the shareholders and investors of OneStar in the approximate amount of Six Million Dollars (\$6,000,000) and/or deduct from the capital of the Company OneStar Notes Payable to the shareholders and investors of OneStar in the approximate amount of Three Million Dollars (\$3,000,000).
- (f) For a period of one (1) year from the date of closing, Network One shall contribute to the capital of the Company Network One Accrued Dividends and Notes Payable in the approximate amount of Two Million Dollars (\$2,000,000).
- (g) Upon the first anniversary of the closing an adjustment to each Member's Percentage Interest (the "Percentage Interest Adjustment") shall be made in accordance with the following formulae:
 - (i) OneStar's Percentage Interest = 46,400,000 minus those liabilities assumed pursuant to Section 2.6 of the Contribution Agreement (plus or minus) Y divided by 58,000,000 minus those liabilities assumed pursuant to Section 2.6 of the Contribution Agreement (plus or minus) Y (plus or minus) X.
 - (ii) Network One's Percentage Interest = 11,600,000 minus those liabilities assumed pursuant to Section 2.6 of the Contribution Agreement (plus or minus) X divided by 58,000,000 minus those liabilities assumed pursuant to Section 2.6 of the Contribution Agreement (plus or minus) Y (plus or minus) X.

Where Y equals the net of the OneStar's deemed contributions and deductions to the capital of the Company pursuant to Section 3.3(e) and X equals the net of the Network One's deemed contributions and deductions to the capital of the Company pursuant to Sections 3.3 (d) and (f); provided, however, Network One's deemed deduction to the capital of the Company pursuant to the operation of Section 3.3(d) shall not exceed \$2,900,000.

Capital Calls

- (a) If the Management Committee shall determine, that additional capital is needed for the activities of the Company, then the Management Committee shall give each Member a written notice (the "Call Notice") setting forth (i) the aggregate amount of additional capital needed (the "Additional Capital"), (ii) each Member's proportionate share of such Additional Capital and (iii) the due date (the "Due Date") of such contribution, such Due Date to be not less than fifteen (15) days after the deemed delivery date of such Call Notice. Not later than the Due Date, each Member shall contribute cash in an amount equal to the product of Additional Capital called times such Member's Percentage Interest.
- (b) If any Member shall fail to make any required contribution of Additional Capital within thirty (30) days after the Due Date (a "Defaulting Member"), the other Member or Members which have made the required contribution of Additional Capital shall be given the opportunity to make such contribution of Additional Capital in the place of such Defaulting Member on a pro rata basis determined in accordance with the ratio of such Member's Percentage Interest to the total of Percentage Interests of Members who have made a contribution of Additional Capital, and upon any such contribution of Additional Capital the Percentage Interests of the contributing Members shall be adjusted to a level determined by the Management Committee, based on the then-current Market Value of the Company.

3.5. Additional Contributions.

Without imposing upon any Member any obligation to do so, any Member, upon approval of the Management Committee, may make additional contributions to capital consisting of any combination of cash, services, equipment, or materials. For the purposes of this Section 3.5, "additional" means in addition to those provided for in Section 3.3 or 3.4. All such additional contributions to capital consisting of equipment, services, or materials shall be at Market Value. If any additional capital contribution is made by a Member under this Section 3.5, the Members' Capital Account shall be adjusted accordingly by the Management Committee, and the Member's Percentage Interest may also be adjusted by the Management Committee. For purposes of calculating changes in the Percentage Interest of any Member in all instances not covered by Section 3.4, the method used for valuation of the Company shall be the greater of a third party valuation of the Company's fair market value or the following:

*The Total Revenue for the Company for the last full month prior to calculation
adjusted for equivalent business days as computed by the Company x 12 - Tangible
Assets - (Short Term Liabilities plus Long Term Liabilities). The foregoing terms
shall have the meaning ascribed to them by Generally Acceptable Accounting
Principles*

3.6 Right of First Offer.

No Member, or any successor in interest thereto, shall transfer, sell, assign, pledge or otherwise convey or encumber all or any portion of its Membership Interest, whether by agreement or operation of law (a "Transfer"), unless done in accordance with Section 3.6 and 3.7. If a Member desires to Transfer all or any portion of its Membership Interest (the "Offered Interest"), such Member (the "Offeror") must (a) first offer to sell the Offered Interest pursuant to the terms of Section 3.6 and 3.7, or (b) obtain a waiver of the provisions of Section 3.6 and 3.7 and receive the prior written consent of seventy-five percent (75%) of the quorum of Members as defined in Section 3.10 to a Transfer of the Offered Interest. Any purported Transfer of Membership Interests that is not effected pursuant to the terms of Section 3.6 and 3.7 shall be null and void and of no effect whatever.

3.7 Offer Notice.

The Offeror shall give to each other Member (the "Offerees") written notice describing the Offered Interest (the "Offer Notice"). The Offerees shall have the option to make an offer to purchase all of the Offered Interest.

- (a) Offer Period. The Offer Notice shall be irrevocable for a period (the "Offer Period") ending at 11:59 p.m., local time at the Company's principal office, on the thirtieth (30th) day following the receipt of the Offer Notice by the Offeree.
- (b) Acceptance of First Offer. At any time during the Offer Period, any Offeree (an "Interested Offeree") may make a First Offer to the Offeror to purchase all of its appropriate share (determined by the ratio of each Offeree's Membership Interest to all such Offerees' Membership Interests) of the Offered Interest. No later than ten (10) days after the expiration of the Offer Period, the Offeror must accept or reject each First Offer.
- (c) Closing of Purchase Pursuant to First Offer. In the event that a First Offer is accepted in whole or in part, the closing of the sale of the Offered Interest shall take place no later than sixty (60) days after the First Offer is accepted by the Offeror. The Offeror and all Interested Offerees whose First Offers are accepted (the "Accepted Offerees") shall execute such documents and instruments as are reasonable and customary to effect the sale of the Offered Interest pursuant to the terms of the First Offer and Section 3.6 and 3.7. Any Offered Interest not purchased shall be offered by the Offeror to any or all Accepted Offerees to be purchased for the Offer Price.
- (d) Sale Pursuant to Purchase Offer If First Offer Rejected. If the Offered Interest is not completely purchased by Accepted Offerees in the manner herein above provided, the Offeror may sell all or such part of the Offered Interest to any third party purchaser within one hundred twenty (120) days

after the expiration of the Offer Period, provided that such sale shall not be made at a price less than or on terms more favorable to such third party purchaser than the terms contained in any First Offer. In the event that the Offered Interest is not sold in accordance with the terms of the preceding sentence, the Offered Interest shall again become subject to all of the conditions and restrictions of Section 3.6 and 3.7.

SECTION 4 - ALLOCATIONS AND DISTRIBUTIONS

4.1 Net Income.

Except as provided in Section 10 and this Section 4, Net Income shall be allocated to the Members in the following manner:

- (a) First, to all Members with negative Capital Accounts, in proportion to Percentage Interests until such Capital Accounts are equal to zero.
- (b) Second, to all Members to which net losses, determined on a cumulative basis after taking into account all prior allocations pursuant to Section 4 (a) and (b) as well as Section 4.2, have been allocated, proportionate to each such Member's net cumulative losses, up to the total net cumulative losses allocated to such Members until each Member's Capital Account as a percentage of the total Capital Accounts is equal to such Member's Percentage Interest; and
- (c) Third, to the Members in proportion to their Percentage Interests.

4.2 Net Losses.

Except as otherwise provided in this Section 4, Net Losses shall be allocated to the Members in the following manner:

- (a) First, to all Members with positive Capital Account balances in proportion to their Percentage Interests, provided, however, that no allocation of Net Losses will be made to a Member which causes or increases a negative balance in such Member's Capital Account; and
- (b) Second, to all Members in proportion to their Percentage Interests.

4.3 Special Allocations.

Notwithstanding the provisions of this Section 4, Net Income, net gain and Net Losses of the Company (or items of income, gain, loss, deduction, or credit, as the case may be) shall be allocated in accordance with the following provisions of this Section 4 to the extent such provisions shall be applicable.

- (a) If there is a net decrease in the Minimum Gain of the Company during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such year equal to that Member's share of the net decrease in Minimum Gain, within the meaning of Regulations section 1.704-2(g)(2). The provisions of this Section 4.3(a) are intended to comply with the Minimum Gain chargeback requirements of Regulations section 1.704-2(f) and shall be interpreted in accordance therewith for all purposes under this Agreement.
- (b) If there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain, during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain, determined in accordance with Regulations section 1.704-2(i)(5), as of the beginning of such year shall be specially allocated items of Company income and gain for such year (and, if necessary, for succeeding years) equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. The provisions of this Section 4.3(b) are intended to comply with the Member Nonrecourse Debt Minimum Gain chargeback requirement of Regulations section 1.704-2(i)(4) and shall be interpreted in accordance therewith for all purposes under this Agreement.
- (c) Notwithstanding anything herein to the contrary, in the event any Member unexpectedly receives any adjustments, allocations or distributions described in paragraphs (b)(2)(ii) and (4), (5) or (6) of section 1.704-1 of the Regulations, there shall be specially allocated to such Member such items of Company income and gain, at such times and in such amounts as will eliminate as quickly as possible that portion of any deficit in its Capital Account caused or increased by such adjustments, allocations or distributions; provided that an allocation pursuant to this Section 4.3(c) shall be made only if and to the extent that such Member would have a deficit Capital Account after all other allocations provided for in this Section 4 have been tentatively made as if this Section 4.3(c) were not in the Agreement.
- (d) In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated to restore, if any, pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations sections 1.704-2(g)(1) and 1.704-2(i)(3), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 4.3(d) shall be made only if and to the extent that a Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 4

have been tentatively made as if Section 4.3(c) and this Section 4.3(d) were not in this Agreement.

- (e) Nonrecourse Deductions of the Company for any Fiscal Year shall be allocated to the Members in accordance with their relative Percentage Interests. Member Nonrecourse Deductions of the Company or deductions for which a Member bears the economic risk of loss for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss for the liability in question. The provisions of this Section 4.3(e) are intended to satisfy the requirements of Regulations sections 1.704-2(e)(2) and 1.704-2(f)(1) and shall be interpreted in accordance therewith for all purposes under this Agreement.
- (f) For income tax purposes only, each item of income, gain, loss and deduction of the Company shall be allocated among the Members in the same manner as the corresponding items of Net Income (Loss) and specially allocated items are allocated for Capital Account purposes; provided that in the case of any asset of the Company the Carrying Value of which differs from its adjusted tax basis for U.S. federal income tax purposes, income, gain, loss and deduction with respect to such asset shall be allocated solely for income tax purposes in accordance with the principles of sections 704(b) and (c) of the code (in any manner determined by the Company Management Committee so as to take account of the difference between Carrying Value and adjusted basis of such asset; provided further that the traditional method with curative allocations as provided in Section 1.704-3 of the treasury Regulations shall be used to make such allocations.

4.4 Tax Allocations: Code Section 704(c).

For income tax purposes only, each item of income, gain, loss and deduction of the Company shall be allocated among the Members in the same manner as the corresponding items of Net Income (Loss) and specially allocated items are allocated for Capital Account purposes; provided that in the case of any asset of the Company the Carrying Value of which differs from its adjusted tax basis for U.S. federal income tax purposes, income, gain, loss and deduction with respect to such asset shall be allocated solely for income tax purposes in accordance with the principles of Sections 704(b) and (c) of the Code (in any manner determined by the Management Committee) so as to take account of the difference between Carrying Value and adjusted basis of such asset; provided further that the traditional method with curative allocations as provided in Section 1.704-3 of the Treasury Regulations shall be used to make such allocations.

4.5 Distributions.

Distributions shall be made in such amounts and at such times as the Management Committee shall determine from time to time, subject to Section 4.9. Distributions of Company

amounts that are provided for in this Agreement shall be made only to Persons (or their designated beneficiaries) who, according to the books and records of the Company, were the Members of record of Membership Interests in the Company on the date determined by the Management Committee as of which the Members are entitled to any such distributions.

4.6 Limitations on Distributions.

The Company shall not make a distribution to a Member if such distribution would violate the Act.

4.7 Amount and Priority of Distributions.

- (a) Each distribution shall be distributed to the Members in accordance with the Membership Interests held by each Member.
- (b) Notwithstanding any other provision of this Section 4, all amounts distributed in connection with a liquidation of the Company will be distributed to the Members in accordance with Section 10.

4.8 Valuation

- (a) All valuation determinations to be made hereunder shall be made pursuant to the terms of this Section 4.8. For all purposes of this Agreement, all valuation determinations which have been made in accordance with the terms of this Section 4.8 shall be final and conclusive on the Company and all Members, their successors and assigns.
- (b) Valuations shall be determined by the method of valuation determined by the Management Committee, which may include independent appraisal, the Management Committee's estimate or other reasonable method of valuation. Distributions of property in kind shall be valued at fair market value, to be determined in a manner which is also approved by the Management Committee required to approve such distribution pursuant to Section 4.5.

4.9 Tax Distributions.

- (a) In the event the Company has taxable income, the Company shall, to the extent of Available Cash, make distributions to the Members ("Tax Distributions"). The Tax Distributions will be made no later than ten (10) days prior to the date that individual federal estimated tax payments are due. The Tax Distributions will be made to the Members in proportion to the Members' interest in the Company based on the Target Member's Tax Target Amount (as defined below). Taxable income allocated to a Member shall be reduced by the amount of Cumulative Company Losses allocated to such Member, but only to the extent that such Cumulative Company Losses (as

defined below) would be offsetable against such income and assuming such Member had no income or loss from any source other than the Company. Tax Distributions made pursuant to this Section 4.9 shall be made only to the extent that the foregoing amount exceeds the amount of the distributions previously made during such fiscal year. Tax Distributions shall be charged against current or future distributions to which such Members would otherwise have been entitled under Section 4.7 or 10.2. The provisions of this Section 4.9 shall apply to Company taxable income allocated to the Members as a result of a final adjustment by a taxing authority to Company taxable income. If a Member receives a Tax Distribution and the Tax Distribution is not used in full to pay the Target Member's Tax Target Amount, then the Member must contribute the unused portion of the Tax Distribution as a Capital Contribution. Interest shall be paid at the Applicable Federal Rate on that portion of the Capital Account percentage that exceeds the Member's Percentage Interest.

(b) For purposes of this Section 4.9:

- (i) "AMT Tax Rate" means the sum of the highest federal alternative minimum individual income tax rate.
- (ii) "Cumulative Company Losses" means the excess, if any, of (x) the aggregate amount of all Company losses allocated to such Member with respect to all prior Company years over (y) the aggregate amount of all Company income allocated to such Member with respect to all prior Company years other than any period prior to such Member's acquisition of its Company interest.
- (iii) "Regular Tax Rate" means the sum of the highest federal (net of benefit for state and county tax deduction), individual income tax rates plus six percent (6%).
- (iv) "Target Member" means the Member for which the amount obtained by multiplying such Member's allocated taxable income by the Regular Tax Rate or AMT Tax Rate, whichever shall apply, is the highest among all Members.
- (v) "Tax Target Amount" means, for each Member, an amount equal to the estimated taxable income (determined on an alternative minimum tax basis, if applicable) allocated to such Member multiplied by the applicable Regular Tax Rate or AMT Tax Rate.

4.10 Tax Advances.

Company other than voting as a Member without the approval of the Management Committee. Each Member delegates to the Management Committee the authority to manage the Company's business except in those cases in which the approval of the Members is expressly required by this Agreement or by the Act. Subject to Section 5.4 hereof, such authority shall be exclusive; provided that if the Management Committee refuses to act on any matter or submits the matter for approval to the Members, the Members shall have the authority to approve such matter, but only as a group as provided in Section 5.10. The authority of the Management Committee shall be delegated to Officers to the extent provided in Section 6, subject to the limitations provided therein. Decisions of the Management Committee within the scope of their respective authority shall be binding on the Company and each Member. Any Member who takes any action or binds the Company in violation of this Section 5.2 shall be solely responsible for any loss and expense incurred as a result of the unauthorized action and shall indemnify and hold the Company and all other Members harmless with respect to the loss or expense.

- (b) Meetings of the Management Committee shall be held at the principal place of business of the Company or at any other place that a majority of the Managers determine. In the alternative, meetings may be held by conference telephone, provided that each Manager can hear the others. The presence of at least three (3) of the Managers shall constitute a quorum for the transaction of business. Meetings shall be held once each quarter, or otherwise in accordance with a schedule established by the Management Committee. In addition, any Manager may convene a meeting thereof in Evansville, Indiana, upon at least five (5) business days' prior written notice to the other Managers. Except as set forth in Section 5.4 below, the Management Committee also may make decisions, without holding a meeting, by written consent of a majority of the Managers. Minutes of each meeting and a record of each decision shall be kept by the designee of the Management Committee and shall be given to the Members promptly after the meeting. Decisions of the Management Committee shall require the approval of at least a majority of the Managers present. In the event of a tie in a vote of the Managers, the vote of the CEO shall be deemed as having decided.
- (c) Network One shall have the right at its expense to have an observer present at all meetings of the Management Committee, subject to such confidentiality or other restrictions as required by the Management Committee.

Article 3 Information Rights.

The Company covenants and agrees that it shall deliver the following information and provide the following rights to each Member, for so long as such Member shall hold at least a five percent (5%) Percentage Interest:

- (a) Audited Annual Financial Statements. As soon as practicable and, in any case, within one hundred and twenty (120) days after the end of each fiscal year, financial statements of the Company, consisting of the balance sheet of the Company as of the end of such fiscal year and the statements of operations, statements of shareholders' equity and statements of cash flows of the Company for such fiscal year, setting forth in each case, in comparative form, the figures for the preceding fiscal year, all in reasonable detail and fairly presented in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods reflected therein, and accompanied by an opinion thereon of an independent certified public accountants selected by the Company of good and recognized national standing in the United States.
- (b) Quarterly Unaudited Financial Statements. As soon as practicable and, in any case, within forty-five (45) days after the end of each of the first three fiscal quarters in each fiscal year, unaudited financial statements of the Company setting forth the balance sheet of the Company at the end of each such fiscal quarter and the statements of operations and statements of cash flows of the Company for each such fiscal quarter and for the year to date, and setting forth in comparative form figures as of the corresponding date and for the corresponding periods of the preceding fiscal year, all in reasonable detail and certified by the chief financial officer of the Company as complete and correct, as having been prepared in accordance with generally accepted accounting principles consistently applied and as presenting fairly, in all material respects, the financial position of the Company and any Subsidiary, and results of operations and cash flows thereof subject, in each case, to customary exceptions for interim unaudited financial statements.
- (c) Monthly Unaudited Financial Statements. As soon as available, but in any event within thirty-five (35) days after the end of each calendar month, copies of the unaudited balance sheet of the Company as at the end of each calendar month and the related unaudited statements of operations and cash flows for such calendar month and the portion of the calendar year through each calendar year, in each case setting forth in comparative form the figures for the corresponding periods of (a) the previous calendar year and (b) the budget for the current year, prepared in reasonable detail and in accordance with generally accepted accounting principles applied consistently throughout the periods reflected therein and certified by the chief financial officer or controller of the Company as presenting fairly the financial condition and

results of operations of the Company and any Subsidiary (subject to customary exceptions for interim unaudited financial statements).

(d) Management's Analysis. All the financial statements delivered pursuant to Sections 5.3(a) and 5.3(b) shall be accompanied by an informal narrative description of material business and financial trends and developments and significant transactions that have occurred in the appropriate period or periods covered thereby.

(e) Budgets. As soon as practicable, but in any event prior to the commencement of a fiscal year, an annual operating budget for such fiscal year, approved by the Management Committee, including monthly income and cash flow projections and projected balance sheets as of the end of each quarter within such fiscal year.

(f) Inspection.

(1) The Company shall permit any such Member, by its representatives, agents or attorneys:

(i) to examine all books of account, records, reports and other papers of the Company except to the extent that such action would, in the reasonable opinion of counsel, constitute a waiver of the attorney-client privilege;

(ii) to make copies and take extracts from any thereof, except for information which is confidential or proprietary;

(iii) to discuss the affairs, finances and accounts of the Company with the Company's officers and independent certified public accountants (and by this provision the Company hereby authorizes said accountants to discuss with any such Member and its representatives, agents or attorneys the finances and accounts of the Company), and

(iv) to visit and inspect, at reasonable times and on reasonable notice during normal business hours, the properties of the Company.

(2) The expenses of any Member in connection with any such inspection shall be for the account of such Member. Notwithstanding the foregoing

sentence, it is understood and agreed by the Company that all reasonable expenses incurred by the Company, any officers, employees or agents thereof or the independent certified public accountants therefor, shall be expenses payable by the Company and shall not be expenses of the Member making the inspection.

4. Restrictions on Authority of the Management Committee.

- (a) Without the consent of all Members, which consent shall not be unreasonably withheld, the Managers shall have no authority to any act in contravention of this Agreement to:
 - (1) do any act in contravention of this Agreement; or
 - (2) amend this Agreement or the Articles of the Company in a manner that would materially and adversely affect the rights, preferences and privileges of the Members in the Membership Interests.
- (b) Without the consent of eighty-five percent (85%) of the quorum of Members as defined in Section 5.10, the Managers shall have no authority to:
 - (1) do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement;
 - (2) possess property, or assign rights in specific property, for other than a Company purpose;
 - (3) knowingly perform any act that would subject any Member to liability for the obligations of the Company in any jurisdiction;
 - (4) file a voluntary petition or otherwise initiate proceedings (i) to have the company adjudicated insolvent, or (ii) seeking an order for relief of the Company as debtor under the United States Bankruptcy Code (11 U.S.C. §§ 101 et seq.); file any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the Property, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due, or declare or

effect a moratorium on the Company's debt or take any action in furtherance of any proscribed action:

- (4) cause the Company to sell all or substantially all of the assets of, or to materially change the nature of the business of the Company;
- (5) cause the Company to engage in any merger or consolidation with any other person.
- (6) approve the admission of a Member of the Company;
- (8) enter into any transaction or arrangement with a Member or any affiliate of a Member except as expressly required in this Agreement.

§ 5 Officers

- (a) Officers The Management Committee shall appoint officers ("Officers") who shall have such duties and responsibilities as are set forth in Section 6 or as set forth in writing by the Management Committee. Officers of the Company shall include a CEO, President, Treasurer, Secretary, and such other Officers as are appointed and confirmed pursuant to this Section 5.5. The names of the initial Officers of the Company are set forth on Exhibit C attached hereto. Any Person may hold two or more offices.
- (b) Removal The CEO and President may be removed only by a vote of seventy-five percent (75%) of the Membership Interests. The Management Committee may review and remove any other Officer, with or without cause, and shall promptly notify the Members of any such removal.
- (c) Compensation Officers shall receive such compensation as designated by the Management Committee. Officers shall be entitled to reimbursement for all reasonable out of pocket expenses.

§ 6 Meetings: Minutes

Meetings of the Members for any purpose may be called by the CEO, President or any ~~Director~~

§ 7 Place of Meetings: Notice

The call for the meeting shall specify the place, either within or outside the State of Indiana, ~~as the place of meeting for any meeting~~. If no designation is made, the place of meeting shall be the ~~principal executive office~~ of the Company. Written notice stating the place, day and hour of the ~~meeting and the purpose or purposes~~ for which the meeting is called shall be sent not less than three

(5) not more than sixty (60) days before the date of the meeting, by or at the direction of the CEO, President or person calling the meeting, to each Member entitled to vote at such meeting.

§ 8 Meeting of All Members.

If all of the Members shall meet at any time and place and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

§ 9 Record Date.

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the record date for the determination of Members shall be the date on which (a) the resolution declaring such distribution is adopted, or (b) notice of such meeting or other action is sent to the Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

§ 10 Quorum.

Attendance by Members holding not less than sixty-six percent (66%) of all Membership Interests represented in person or by proxy shall constitute a quorum at any meeting of Members.

§ 11 Manner of Acting.

- (a) Members. If a quorum is present, the affirmative vote of Members holding not less than sixty-six percent (66%) of the Membership Interests represented in person or by proxy shall be the act of the Members, unless the vote of a greater proportion or number is otherwise required by the Act or by this Agreement.
- (b) Votes by Interested Member. Unless otherwise expressly provided herein or required under applicable law, only a Member that has not Dissociated may vote or consent upon any such matter.

§ 12 Proxies.

At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the CEO and President of the Company before or at the time of the meeting.

§ 13 Action Without a Meeting.

Action required or permitted to be taken at any meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken.

signed and dated by each Member, entitled to vote and delivered to the CEO and President of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members, entitled to vote have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member, signs a written consent.

§ 14 Waiver of Notice.

When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

§ 15 Liability of Members, Managers and Officers.

No Member, Manager or Officer shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or the Managers, for liabilities of the Company.

§ 16 Indemnification.

The Company shall indemnify the Members, Managers, Officers, employees and agents, and any former Members, Managers, Officers, employees and agents for all costs (including reasonable attorneys' fees), losses, liabilities, and damages paid or accrued by such Member, Manager, Officer, employee or agent in connection with the business of the Company including those with respect to any claims or demands made in connection with the business of the Company. If so approved by the Management Committee, such payment shall include payment by the Company of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the Person indemnified to repay such payment if such Person shall be adjudicated to be not entitled to indemnification under the Act or this Agreement; such undertaking may be accepted without reference to the financial ability of such Person to make such repayment. Any such indemnification in any given situation shall first be approved by the Management Committee. No indemnification shall be provided with respect to any matter unless the Management Committee has reasonably determined that such Person (a) acted in good faith in the reasonable belief that such Person's action was in the best interest of the Company, (b) did not act in a grossly negligent or fraudulent manner, and (c) did not engage in willful misconduct; provided, that, notwithstanding such a determination, no indemnification shall be provided to any Person as to whom a final judgment shall have been entered, or who enters a plea of nolo contendere or the equivalent on allegations that such Person (i) did not act in good faith in the reasonable belief that such Person's action was in the best interests of the Company, (ii) acted in a grossly negligent or fraudulent manner, or (iii) engaged in wilful misconduct. It is the intent of the foregoing to provide for indemnification to the fullest extent provided or allowed by the Act, as it may hereafter be amended from time to time. If any future amendment to the Act reduces the

scope of permitted indemnification, such amendment shall be construed as narrowly as reasonably possible. The right to indemnification under this Section shall be fully vested with respect to any matter occurring while this Section 5.16 was in effect. No amendment of this Section shall have any retroactive effect except as to enhance such right for the benefit of the indemnitee. Any action specified for the Management Committee in this Section 5.16 may be taken by the Members as a group.

5.17 Conflicts of Interest.

A Member, Manager, or an Affiliate of either Member, does not violate a duty or obligation to the Company merely because the Member's, Manager's or Affiliate's conduct (which conduct may include lending money to, or transacting other business with, the Company) furthers the Member's, Manager's, or such Affiliate's own interest, so long as the agreement, contract, instrument or other transaction between the Company and the Member, Manager, or such Affiliate is at no greater than market rates, on commercially reasonable terms and conditions, and has been approved by the Management Committee or the Members. The rights and obligations of a Member, Manager, or Affiliate who thus lends money to or transacts business with the Company are the same as those of a person who is not a Member, Manager, or Affiliate, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member, Manager, or an Affiliate of either Member has a direct or indirect interest in the transaction if either the transaction is (a) fair to the Company or (b) the Management Committee or the Members, in either case knowing the material facts of the transaction and the Member's, Manager's, or Affiliate's interest, authorize, approve, or ratify the transaction.

5.18 Section 754 Election.

The Management Committee shall make an election under Section 754 of the Code in accordance with the Code and regulations under the Code (if such an election has not already been made). The Management Committee may petition the I.R.S. for revocation of such an election if he, she, or it determines that such a revocation would be in the best interests of the Company.

SECTION 6 - OFFICERS

6.1 Appointment of Officers.

- (a) Management Committee: Appointment. The Company shall be managed by the Management Committee, who shall appoint a CEO, President and other Officers.
- (b) Treasurer. The Management Committee shall also appoint a Treasurer. The Treasurer shall have such duties as are assigned by the Management Committee.

6.2 Budget.

No later than ninety (90) days before the end of each Fiscal Year, the President shall, with the approval of the Management Committee, prepare and send to the Members a proposed annual budget of operations, maintenance, administrative and marketing expenses, capital expenditures, revenues, and cash flows for the next Fiscal Year. The President shall manage the business of the Company in accordance with such budget and shall not take any action that materially varies from a budget item without the approval of the Management Committee.

6.3 Authority and Duties of President and Other Officers.

- (a) Authority and Duties of Chief Executive Officer. Subject to Sections 5 and 6, the chief executive officer ("CEO") shall report directly to the Management Committee, discharge all the duties which devolve upon a presiding officer, and perform such other duties as this Agreement provides, or the Management Committee may prescribe. The CEO shall be responsible for the management and direction of all day-to-day business and affairs of the Company, its other Officers, employees and agents, shall supervise generally the affairs of the Company and shall have full authority to execute all documents and take all actions that the Company may legally take. The CEO shall have full authority to execute proxies on behalf of the Company, to vote stock owned by it in any other corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the Company, all subject to the provisions of LC 23, as amended; the Articles of Organization and this Agreement.
- (b) Authority and Duties of President. The President shall be the officer of the Company next in authority to the CEO, whom he shall assist in the management of the business of the Company and implementation of orders of the Management Committee. In the absence of the CEO, the President shall exercise all other power and perform all other duties of the CEO, and shall perform such other duties as the Management Committee may from time to time prescribe.
- (c) Vice Presidents. In the absence of the President, a Vice President shall, except as hereinafter provided, have all of the powers and duties conferred upon the President, including the same power as the President to execute documents on behalf of the Company. Each Vice President shall perform such other duties and may exercise such other powers as may from time to time be assigned to him by this Agreement, the Management Committee, CEO or President.
- (d) Secretary and Assistant Secretaries. The Secretary shall record or cause to be recorded in books provided for that purpose the minutes of the meetings or actions of the Members, Management Committee or the Officers, shall see that all notices are duly given in accordance with the provisions of this

Agreement and as required by law, shall be custodian of all records (other than financial), shall see that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by this Agreement, the Management Committee, the CEO or the President. The Assistant Secretaries shall exercise the powers of the Secretary during that Officer's absence or inability or refusal to act.

- (e) Treasurer. The Treasurer shall keep or cause to be kept the books of account of the Company and render statements of the financial affairs of the Company in such form and as often as required by this Agreement or the Management Committee. The Treasurer, subject to the order of the Management Committee, shall have the custody of all funds and securities of the Company. The Treasurer shall perform all other duties commonly incident to this office and shall perform such other duties and have such other powers as this Agreement or the Management Committee shall designate from time to time.

6.4 Limitations on Authority of Management Committee

Any delegation of authority in this Agreement with regard to tax matters shall be subject to the requirement that if any proposed action is likely to have a material adverse effect on either Member, such action must have the prior approval of the Members pursuant to Sections 5.9, 5.10 and 5.11 before taking any such action.

6.5 Liability for Certain Acts.

The CEO, President and other Officers shall exercise their powers and discharge their duties in good faith with a view to the interests of the Company and its Members with that degree of diligence, care and skill that ordinarily prudent persons would exercise under similar circumstances in like positions, and shall not be liable to any party in the exercise thereof.

6.6 Bank Accounts.

The CEO, President or Management Committee may from time to time open bank accounts in the name of the Company as the Management Committee may designate in writing, and such Officer shall be the sole signatory thereon, unless the Management Committee determines otherwise.

SECTION 7 - GENERAL ACCOUNTING; TAX RETURNS; INSURANCE

7.1 General Accounting.

- (a) Allocations of Net Income (Loss) pursuant to Section 4 shall be made by or under the direction of the Management Committee at the end of each Fiscal

- (b) The Company's books of account shall be kept on an accrual basis or as otherwise provided by the Management Committee and otherwise in accordance with GAAP, except that for income tax purposes such books shall be kept in accordance with applicable tax accounting principles.
- (c) All determinations, valuations and other matters of judgment required to be made for accounting and tax purposes under this Agreement shall be made by or under the direction of the Management Committee and shall be conclusive and binding on all Members, former Members, their successors or legal representatives and any other Person except for computational errors or fraud, and to the fullest extent permitted by law, no such Person shall have the right to an accounting or an appraisal of the assets of the Company or any successor thereto except for computational errors or fraud.

7.2 Books and Records.

The Management Committee shall keep or cause to be kept books and records pertaining to the Company's business showing all of its assets and liabilities, receipts and disbursements, realized profits and losses, Members' Capital Accounts and all transactions entered into by the Company. Such books and records of the Company shall be kept at the office of the Company and the Members and their representatives shall at all reasonable times have free access thereto for the purpose of inspecting or copying the same.

7.3 Audit.

A periodic audit (or, if agreed upon, review) of the books and records of the Company shall be made by an independent firm of accountants or by such individuals and at such intervals as may be selected by the Management Committee, but no less frequently than annually. The annual audit shall be completed not later than ninety days following the close of each year. The cost of any audits or reviews shall be borne by the Company.

7.4 Maintenance of Records.

To the extent that the books and records of the Company are required to be kept subsequent to its wind-up, they shall be kept at such place or places as the President may from time to time determine. The cost of maintaining and storing the books and records after its wind-up shall be borne by the Company.

7.5 Tax Returns.

- (a) The taxable year of the Company shall be the same as its Fiscal Year unless otherwise required by applicable tax law.
- (b) All tax returns of the Company shall be prepared by accountants selected by the Management Committee and approved by the Members.

- (c) Any provision hereof to the contrary notwithstanding, for federal income tax purposes, the Members hereby recognize and agree that the Company will be taxed as a partnership in accordance with the provisions of the Code, provided, however, that the filing of partnership tax returns shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.
- (d) The Tax Matters Member shall cause to be prepared all federal, state, local and foreign tax returns of the Company for each year for which such returns are required to be filed and shall cause such returns to be timely filed. The Tax Matters Member shall determine the appropriate treatment of each item of income, gain, loss, deduction and credit of the Company and the accounting methods and conventions under the tax laws of the United States, the several States and other relevant jurisdictions as to the treatment of any such item or any other method or procedure related to the preparation of such tax returns. The Tax Matters Member shall make the election to amortize organizational expenses pursuant to Section 709 of the Code and the regulation promulgated thereunder. In addition, the Company Board may cause the Company to make or refrain from making any and all other elections permitted by the tax laws of the United States, the several states and other relevant jurisdictions (including, but not limited to, the election provided for in Section 754 of the Code). The "tax matters partner" for purposes of Section 6231(a)(7) of the Code (the "Tax Matters Member") shall be OneStar. The Tax Matters Member shall have all of the rights, duties, powers and obligations provided for in Sections 6221 through 6232 of the Code with respect to the Company.
- (e) Each Member shall be supplied with the Company information necessary to enable such Member to prepare in a timely manner its federal, state, local and foreign income tax returns and such other financial or other statements and reports that the Management Committee deems appropriate.

7.6 Insurance.

The Company shall maintain such insurance as the Management Committee deems appropriate. The costs of all such insurance shall be paid by the Company.

SECTION 8 - INVESTMENT OF FUNDS

All cash Capital Contributions made to the Company by the Members and all revenues received by the Company shall be deposited in an account in the name of the Company at such bank or other financial institution as the Management Committee may select, or shall be invested in such short-term, investment quality investments as shall be selected by the Management Committee. Such funds shall be withdrawn on such signatures as the Management Committee shall determine.

provided, however, that no funds in excess of Five Hundred Thousand Dollars (\$500,000) are to be withdrawn unless previously approved (a) by a Member vote pursuant to Sections 5.10, 5.11 and 5.12, (b) by the Members in writing, or (c) as part of any budget.

SECTION 9 - DISSOCIATION OF A MEMBER

9.1 Dissociation.

A Person shall cease to be a Member ("Dissociate") upon the happening of any of the following events:

- (a) the resignation of a Member as a Member;
- (b) an Insolvency Event occurs with respect to the Member, as provided in Section 9.2 below;
- (c) in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage such Member's personal estate;
- (d) in the case of a Member that is a separate entity other than a corporation, the dissolution and commencement of winding up of the separate entity;
- (e) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, or the revocation of its charter; or
- (f) in the case of a Member that is a corporation, a change of control of more than fifty percent (50%) of the ownership of the Member.

9.2 Effect of Insolvency Event and Other Acts of Dissociation on Membership Interest.

Effective at the time when an Insolvency Event occurs with respect to a Member, its Membership Interest shall automatically become an Economic Interest.

SECTION 10 - DISSOLUTION AND WINDING UP

10.1 Liquidating Events.

The Company shall dissolve and commence winding up and liquidating only upon the occurrence of the vote by not less than eighty percent (80%) of Percentage Interests of the Members to dissolve, wind up, and liquidate the Company (a "Liquidating Event"):

10.2 Winding Up: Distributions and Allocations.

- (a) Continuation of the Company; Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of

winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Management Committee shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities and Company Property and the Company Property shall be liquidated as promptly as is consistent with obtaining the fair market value thereof.

(b) Distributions. The proceeds from the liquidation of the Company Property, to the extent sufficient therefor, shall be applied and distributed in the following order following the occurrence of a Liquidating Event:

- (i) First, to the payment, discharge or other provision for all of the Company's debts and liabilities to its creditors;
- (ii) Second, to such reserves as the Management Committee determines appropriate to provide for contingent liabilities of the Company;
- (iii) Third, to any Member which is expected, based on the assumptions set forth in Section 4.5(a)(i) and (ii) to have estimated tax liabilities, an amount estimated, based on the assumptions set forth in Section 4.5(a)(i) and (ii), to be sufficient to satisfy such tax liabilities;
- (iv) Fourth, to any Members with a Positive Capital Account after making the foregoing distributions in proportion to such Capital Accounts, to the extent of such Capital Accounts; and
- (v) Fifth, the balance, if any, to the Members in proportion to Membership Interests.

In addition, prior to release and distribution of any funds held in reserve, all distributions made pursuant to this Section 10.2 shall be recalculated on a cumulative basis. In the event that a Member had previously received distributions in excess of the amount of distributions to which such Member is entitled pursuant to such recalculation, the excess amount shall be converted to a loan from the Member to the Company bearing interest at the Applicable Federal Rate from the date such Member received such excess amount, treating the excess amount as being attributable to the most recent distributions received by such Member. Upon request, any Member with an obligation to the Company pursuant to the preceding sentence agrees to execute a negotiable promissory note to the Company representing such obligation. In the event that a Member is entitled to distributions in excess of those previously received, either funds released from reserve or obligations of other Members shall be distributed to such Member.

10.3 Compliance With Timing Requirements of Regulations.

In the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Section 10 to the Members who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). No Member shall have any obligation to restore any negative balance in the Member's Capital Account upon liquidation of the Company. In the discretion of the Management Committee, subject to the limitations in Section 6.4, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Section 10 may be:

- (a) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or
- (b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withhold amounts shall be distributed to the Members as soon as practicable.

10.4 Deemed Distribution and Recontribution.

Notwithstanding any other provision of this Section 10, in the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no Liquidating Event has occurred, the Company Property shall not be liquidated, the Company's liabilities shall not then be paid or discharged, and the Company's affairs shall not be wound up. Instead, the Company shall be deemed to have distributed the Company Property in kind to the Members, who shall be deemed to have assumed and taken subject to all Company liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Members shall be deemed to have recontributed the Company Property in kind to the Company, which shall be deemed to have assumed and taken subject to all such liabilities.

10.5 Rights of Members.

Except as otherwise provided in this Agreement, (a) each Member shall look solely to the assets of the Company for the return of its Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company, and (b) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions, or allocations.

10.6 Notice of Dissolution.

In the event a Liquidating Event occurs or an event occurs that would, but for the provisions of Section 10.1, result in a dissolution of the Company, the CEO or President shall, within fifteen (15) days thereafter, provide written notice thereof to each of the Members.

SECTION 11 - INDEMNITIES; WAIVER OF CLAIMS

11.1 Indemnification.

Each Member (the "Indemnifying Party") agrees to hold harmless, indemnify, protect and defend each other Member (the "Indemnified Party") and its officers, directors, employees, shareholders and agents, against any and all liabilities, damages, claims, costs, decrees, judgments, suit, actions, and expenses suffered or incurred by the Indemnified Party (collectively, the "Liabilities"), including reasonable attorneys' fees and court costs, arising out of or in connection with the breach by the Indemnifying Party or its personnel to perform the Indemnifying Party's obligations, representations or covenants under this Agreement.

11.2 Other Provision.

Nothing contained in this Agreement with regard to the sharing of the losses and liabilities of the Company shall in any way limit the Indemnifying Party's liability to the Indemnified Party for liabilities arising out of (a) the intentional breach by the Indemnifying Party or its personnel of (i) this Agreement or (ii) the obligations assigned to the Indemnifying Party under this Agreement or (b) actions taken by the Indemnifying Party or its personnel in bad faith or willful misconduct.

SECTION 12 - ADMISSION OF ADDITIONAL PARTIES

The Members may determine to issue Membership Interests in the Company ("Additional Membership Interests") in return for cash or in-kind capital contributions on such terms as the Members may approve, provided however, the Members shall amend Exhibit B to reflect any such change to a Member's Percentage Interest as a result of the issuance of Additional Membership Interests.

SECTION 13 - CHOICE OF LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

SECTION 14 - INTEGRATION

This Agreement is the complete and final agreement of the parties and supersedes any prior agreements or understandings with respect to the subject matter hereof.

SECTION 15 - NO RECOURSE

Neither party hereto shall have any recourse under this Agreement for any breach hereof by the other party against any officer, employee, director, shareholder or agent of such other party or against any party related to or affiliated with such other party; recourse of each party hereunder for breach of this Agreement being strictly limited to recourse against the other party that is a signatory hereto and to any successors or permitted assigns of such party.

SECTION 16 - SURVIVAL; BENEFIT

The provisions of Sections 5.14, 5.15, 11 and 17 of this Agreement shall survive any termination hereof. This Agreement is solely for the benefit of the parties hereto and their successors and permitted assigns. No third party is granted or shall have any rights hereunder.

SECTION 17 - GENERAL

17.1 Further Cooperation.

The Parties hereto agree to execute and furnish any and all papers and documents which may reasonably be necessary to carry out the terms of this Agreement and to further the interests of the Company, including, without limitation, any financial statements, corporate resolutions, and other documentation and information as may be required by bonding companies, insurers, depositories of funds of the Company, construction and permanent lenders and public agencies involved in the funding of the budgets and to permit granting authorities relative to permits and licenses required for the performance of the budgets.

17.2 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

17.3 Notices.

All notices, request, demands and other communications required hereunder shall be in writing and shall be deemed to have been duly given or made if delivered personally, sent by confirmed facsimile transmission or telex, confirmed in writing within two (2) business days, or sent by registered or certified mail, postage prepaid, as follows:

To OneStar Communications, LLC:

OneStar Communications, LLC
7100 Eagle Crest Boulevard
Evansville, IN 477115

Fax: (812) 437-7795

to OneStar Long Distance, Inc.:

Alan J. Powers, CEO
OneStar Long Distance, Inc.
7100 Eagle Crest Boulevard
Evansville, IN 47715
Fax: (812) 437-7795

Michael W. Hanus, President
OneStar Long Distance, Inc.
1620 Helminski Road
Arbor Vitae, WI 54568

with a copy in each case to:

Terry G. Farmer
Bamberger, Foreman, Oswald and Hahn, LLP
7th Floor Hulman Building
P. O. Box 657
Evansville, IN 47704-0657
Fax: (812) 421-4936

To CRG International, Inc. d/b/a Network One

CRG International, Inc. d/b/a Network One
2000 Riveredge Parkway, Suite 900
Atlanta, GA 30328-4618
Fax: (770) 980-1122

with a copy to:

J. Mark Ray
ALSTON & BIRD, LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
Fax: 404-881-7777

Any party may change the address to which such communications are to be sent to it by giving written notice of change of address to the other party in the manner provided above for giving notice.

17.4 Consent to Jurisdiction.

Each of the parties hereto agrees that any suit, action or proceeding instituted against such party under or in connection with this Agreement shall be brought exclusively in a court of competent jurisdiction in the State of Indiana. By execution hereof, each party hereto irrevocably waives any objection to, and any right of immunity on the grounds of, improper venue, the convenience of the forum, the personal jurisdiction of any such courts or the execution of judgments resulting therefrom. Each party hereto hereby irrevocably accepts and submits to the exclusive jurisdiction of such courts in any such action, suit or proceeding.

17.5 Authorization: Enforceability.

This Agreement has been duly authorized by all corporate and other action required by OneStar, Network One or any Affiliate thereof, respectively, and constitutes the valid, binding and enforceable obligation of such party.

17.6 Amendments.

The provisions of this Agreement may not be amended, modified or waived except by a written instrument executed by eighty-five percent (85%) of the quorum of Members as defined in Section 5.10.

17.7 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17.8 Deadlines.

Whenever a deadline set forth herein expires on a day other than a Business Day, the deadline shall instead expire on the next Business Day following such date.

17.9 JURY WAIVER.

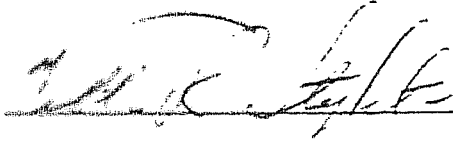
THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. NO OFFICER OF EITHER PARTY HAS AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.

[Signatures on next page]

IN WITNESS WHEREOF the parties have entered this Agreement as of the date
hereinbefore set forth.

ONESTAR LONG DISTANCE, INC.

ATTEST



By: Alvin A. Boush
Name: ALVIN J. BOUSH
Title: CEO

CRG INTERNATIONAL, INC.
d/b/a NETWORK ONE

ATTEST:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties have entered this Agreement as of the date
hereinbefore set forth.

ONESTAR LONG DISTANCE, INC.

ATTEST

By: _____
Name: _____
Title: _____

CRG INTERNATIONAL, INC.,
d/b/a NETWORK ONE

ATTEST:

By: [Signature]
Name: Gene E. Love Jr.
Title: President

EXHIBIT A

DEFINITIONS

"Act" shall mean the Indiana Business Flexibility Act, IC 23-18-1-1 *et seq.*

"Additional Capital" has the meaning set forth in Section 3.3(a) hereof.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

- i. Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and
- ii. Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(iii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"Adjusted Capital Contributions" means, as to any Member, such Member's Capital Contribution adjusted as follows:

- i. Increased by the amount of any Company liabilities which, in connection with distributions by the Company to a Member, are assumed by such Member or are secured by any Company Property distributed to such Member;
- ii. Increased by any amounts actually paid by such Member to any Company lender pursuant to the terms of any loan agreements between the Company and such lender; and
- iii. Reduced by the amount of cash and the Gross Asset Value of any Company Property distributed to such Member hereof and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

In the event any Member transfers all or any portion of its Membership Interests in accordance with the terms of this Agreement, its transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred Membership Interests.

"Affiliate" shall mean, as to any party to this Agreement, any Person controlling, controlled by, or under common control with, such Person.

"Applicable Federal Rate" shall mean the federal short-term rate of interest set forth in

Internal Revenue Code Section 1274(d).

"Articles" means the Articles of Organization of the Company as filed with the Secretary of State of Indiana on February 26, 2001, as amended from time to time.

"Available Cash" means, at any time of determination, the amount of cash which the Management Committee determines in his, her, or its sole discretion, is available for distribution to the Members and is not necessary to pay costs and expenses of the Company or to be held as reserves for contingent or other liabilities of the Company.

"Business Day" shall mean a day on which state governmental offices are open in Indiana.

"Call Notice" has the meaning set forth in Section 3.3(a) hereof.

"Capital Account" shall mean, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

- i. Each Capital Contribution shall be credited to the Capital Account of such Member on the date such contribution of capital is paid to the Company.
- ii. Each Member's Capital Account shall be credited with such Member's allocable share of any Net Income of the Company and all items of income taking into account gain specially allocated to such Member pursuant to Section 4.3(b).
- iii. Each Member's Capital Account shall be debited with (i) distributions to such Member of cash or the Market Value of other property and (ii) such Member's allocable share of Net Loss of the Company and expenditures of the Company described or treated under Section 704(b) of the Code as described in Section 705(a)(2)(B) of the Code, taking into account all items of loss and deduction specially allocated to such Member pursuant to Section 4.3(b), and otherwise maintained in accordance with the provisions of the Code.
- iv. Each Member's Capital Account shall be appropriately adjusted to reflect transfers of part (but not all) of a Member's Interest. Interest shall not be payable on Capital Account balances.
- v. In the event all or a portion of an Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interest. In determining the amount of any liability for purposes of this definition, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of the Member's Capital Account are intended to comply with the principles and requirements set forth in Section 704(b) of the Code and Regulations Section 1.704-1(b)(2)(iv). In

the event the Management Committee, subject to the limitations in Section 6.5, shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed Property or which are assumed by the Company or the Members) are computed in order to comply with such Regulations, the Management Committee, subject to the limitations in Section 6.5, may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 11 hereof upon the dissolution of the Company. The Management Committee, subject to the limitations in Section 6.5, also shall (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (b) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"Capital Contributions" means, the total amount of cash and the Market Value (net of liabilities) of all other assets contributed to the Company by a Member.

"Carrying Value" means, with respect to any asset of the Company, the asset's adjusted basis for federal income tax purposes, except that the Carrying Values of all assets of the Company shall be adjusted to equal their respective fair market values, in accordance with the rules set forth in Regulations section 1.704-1(b)(2)(iv)(f), except as otherwise provided herein, as of: (i) the date of the acquisition of any additional Interest by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (ii) the date of the distribution of more than a *de minimis* amount of assets of the Company to a Member; (iii) the date an Interest is relinquished to the Company; provided however that adjustments pursuant to clauses (i), (ii) and (iii) above shall be made only if the Management Committee reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members. The Carrying Value of any asset of the Company distributed to any Member shall be adjusted immediately prior to such distribution to equal its fair market value and depreciation shall be calculated by reference to Carrying Value, instead of tax basis, once Carrying Value differs from tax basis. The Carrying Value of any asset contributed (or deemed contributed under Regulations section 1.704-1(b)(1)(iv)) by a Member to the Company will be the fair market value of the asset at the date of its contribution thereto.

"Defaulting Member" has the meaning set forth in Section 3.4(b) hereof.

"Depreciation" means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period.

"Dissociate" has the meaning set forth in Section 9.1 hereof.

"Due Date" has the meaning set forth in Section 3.3(a) hereof.

"Economic Interest" shall mean a Member's or Economic Interest Owner's share of one or more of the Company's Net Income, Net Losses and distributions of the Company pursuant to this

Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company nor any voting rights.

"Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

"First Offer" shall mean an offer made by an Interested Offeree to the Offeror containing the material terms of the Offer, the Offer Price, and the Interested Offeree's appropriate share of the Offered Interest.

"Fiscal Year" means the fiscal year of the Company, which ends on December 31.

"Indemnified Party" has the meaning set forth in Section 12.1 hereof.

"Indemnifying Party" has the meaning set forth in Section 12.1 hereof.

"Insolvency Event" shall mean, as to any Member hereto or an Affiliate thereof, the occurrence of any of the following with respect to such Member or Affiliate: such Member shall (a) be determined by any court to be insolvent, (b) file for bankruptcy or similar relief under any corresponding provision of state or federal law, (c) have a petition in bankruptcy filed against it that is not discharged within one hundred eighty (180) days, (d) be declared bankrupt, (e) dissolve, (f) liquidate, (g) make an assignment for the benefit of creditors, have a receiver appointed or otherwise fail to pay his, her or its debts as they become due, or (h) otherwise cease to do business.

"Liabilities" has the meaning set forth in Section 12.1 hereof.

"Lien" shall mean any mortgage, deed of trust, security interest, pledge, hypothecation, encumbrance, lien (statutory or other), or other security agreement and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction in respect of any of the foregoing.

"Liquidating Event" has the meaning set forth in Section 11.1 hereof.

"Management Committee" shall have the meaning as set forth in Section 5.2(a) hereof.

"Manager" shall mean a member of the Management Committee.

"Market Value" means fair market value, as determined by the Management Committee.

"Members" shall mean OneStar Long Distance, Inc. and CRG International, Inc. d.b.a. Network One, in each such Person's capacity as a Member of the Company. Such term shall include any Persons who succeed to the Membership Interest of such Members.

"Membership Interest" shall mean each Member's Percentage Interest as shown on Exhibit B.

"Member Nonrecourse Debt" has the meaning ascribed to such term in Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" has the meaning ascribed to such term in Regulations Section 1.704-2(i)(2).

"Member Nonrecourse Deductions" means any item of Company loss, deduction or expenditure under Section 705(a)(2)(B) of the Code that is attributable to a Member Nonrecourse Debt, as determined pursuant to Regulations Section 1.704-2(i)(2).

"Minimum Gain" has the meaning set forth in Regulations section 1.704-2(d)(1) and means the amount determined by (i) computing for each nonrecourse liability of the Company any gain the Company would realize if it disposed of the property subject to that liability for no consideration other than full satisfaction of the liability and (ii) aggregating the separately computed gains. If, pursuant to Regulations Sections 1.704-1(b)(2)(iv)(d) or 1.704-1(b)(2)(iv)(f), assets of the Company are properly reflected on the books of the Company at a book value that differs from the adjusted tax basis of such property, the calculation of Minimum Gain pursuant to the preceding sentence shall be made by reference to such book value. For purposes hereof, a liability of the Company is a nonrecourse liability to the extent that no Member or related Person bears the economic risk of loss for that liability within the meaning of Regulations Section 1.752-1.

"Net Income (Loss)" for any Fiscal Period means the taxable income or loss of the Company for such period as determined in accordance with the accounting method used by the Company for federal income tax purposes with the following adjustments: (i) items of income, gain, loss or deduction allocated pursuant to Sections 4.3 and 4.4 shall not be taken into account in computing such taxable income or loss; (ii) any income of the Company that is exempt from federal income taxation and not otherwise taken into account in computing Net Income (Loss) shall be added to such taxable income or loss; (iii) if the Carrying Value of any asset differs from its adjusted tax basis for federal income tax purposes, any depreciation, amortization or gain resulting from a disposition of such asset shall be calculated with reference to such Carrying Value; (iv) upon an adjustment to the Carrying Value of any asset, pursuant to the definition of Carrying Value, the amount of the adjustment shall be included as gain or loss in computing such income or loss; and (v) except for items in (i) above, any expenditures of the Company not deductible in computing taxable income or loss, not properly capitalizable and not otherwise taken into account in computing Net Income (Loss) pursuant to this definition shall be treated as deductible items.

"Nonrecourse Deductions" has the meaning ascribed to such term in Regulations section 1.704-2(b)(1).

"Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

"Offer Price" means the price and payment terms contained within a First Offer

"Officer" has the meaning set forth in Section 5.4(a) hereof.

"Percentage Interest" means a Member's Membership Interest expressed as a total of all Membership Interests. Each Member's Percentage Interest shall be as set forth on Exhibit B.

"Permitted Liens" shall mean (i) Liens created by the security documents in connection with a loan authorized under Section 5.10(e)(iii); (ii) materialmen's, mechanics', workers', repairmen's,

employees' or other like Liens in favor of any Person which arise in the ordinary course of business of the Company but not (unless otherwise permitted by this Agreement) in connection with any indebtedness or guarantee obligation; (iii) Liens arising out of judgments, awards or appeals with respect to which at the time an appeal or proceeding for review is being prosecuted in good faith and which have been bonded or for the payment of which adequate reserves shall have been provided; (iv) any Lien securing indebtedness permitted under this Agreement; and (v) minor defects, irregularities, encumbrances and clouds on title and statutory liens which do not materially impair the property affected thereby and which do not individually or in the aggregate materially impair the performance, cost efficiency, value, utility, remaining economic useful life, reliability or residual value of the Property or the use thereof for its intended purpose.

"Person" shall mean any individual, partnership, limited liability company, corporation, trust or other business entity.

"Prime Rate" shall mean the "prime rate" quoted by Old National Bank in Evansville as of the day in question, or if not a business day for such bank, the next succeeding business day for such bank, as its base rate on corporate loans.

"Proceeding" shall mean any administrative, judicial, or other adversary proceeding, including, without limitation, litigation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.

"Property" shall mean any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

"Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Revenue" shall mean the dollar volume attributable to all long distance usage (call cost only) from the applicable customers including, but not limited to, Interstate, intrastate, intraLATA, Travel cards, Toll Free Service, and International services. "Revenue" shall not include the following: Federal, State, and Local taxes, long distance charges from Sissler's or Norcom's offices or administrative facilities, monthly fees, Directory Assistance charges, various fees (including Primary Interexchange Carrier Charges ("PICC"), Universal Service Fund ("USF") charges and Pay Phone Use charges) as well as other special charges for billing and other special services provided by OneStar, local loop charges for T1/Dedicated Services and other telecommunications services. "Revenue" also shall not include revenue associated with accounts that are PICC'd to OneStar on the date of Closing and revenue associated with accounts whose PICC status is in question that show usage in the 60 days preceding the Closing. "Revenue" will be reduced by amounts associated with accounts which have requested cancellation or have become unbillable at the LEC. Usage credits and/or volume discounts will also be deducted from "Revenue."

EXHIBIT B

CAPITAL CONTRIBUTIONS AND
MEMBERSHIP INTERESTS IN
ONESTAR COMMUNICATIONS, LLC

<u>Original Members</u>	<u>Capital Contribution as of date hereof</u>	<u>Percentage Interest</u>
OneStar Long Distance, Inc.	\$46,400,000.00	80%
CRG International, Inc. d/b/a Network One	\$11,600,000.00	20%

*Subject to modification and adjustments as set forth in Section 3.

EXHIBIT C

OFFICERS

<u>Name</u>	<u>Title</u>
Alan J. Powers	CEO
Michael W. Hanus	President
Alan J. Powers	Secretary
Mark Powers	Treasurer

EXHIBIT D

Before the
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

In the Matter of

OneStar Communications, LLC
Petition for Expedited Waiver of
the Commission's Carrier Change Orders

Docket No. _____

Petition for Expedited Waiver of the Commission's Carrier Change Orders

OneStar Communications, LLC, ("OneStar"), hereby requests a waiver of the South Dakota Public Utilities Commission ("Commission") subscriber verification rules to facilitate the transfer of the customer bases of OneStar Long Distance, Inc. ("OneStar Long Distance") and CRO International, Inc. ("Network One") to OneStar without first obtaining each customer's authorization and verification. The transfer of customer bases will be in the context of a larger transfer of select assets and operational control from OneStar Long Distance and Network One to the newly formed entity, OneStar Communications, LLC. The aforementioned transfer of assets is subject to, among other things, Commission approval. A separate, joint petition for this approval is being filed on behalf of OneStar Long Distance, Network One, and OneStar today.

It is the position of OneStar that the waiver will serve the public interest by ensuring that there is no degradation in the quality of service, or interruption in service for the customers of OneStar Long Distance or Network One. Furthermore, the general purpose and goals of the slamming rules will be upheld by the measures proposed by OneStar in this petition. For these reasons, as discussed below, good cause exists for a waiver of the Commission's Carrier Change Orders.

OneStar Communications, LLC requests expedited consideration of this waiver request. In order for the customers of OneStar Long Distance and Network One to continue receiving high-quality service, the consummation of the transfer of control, including customer bases, from the former companies to OneStar Communications, LLC must be expedient and streamlined.

OneStar Communications, LLC is a newly formed telecommunications carrier that will provide long distance, operator services in conjunction with the aforementioned service, along with data services and pre-paid long distance calling services in the state of South Dakota. OneStar Long Distance is a telecommunications carrier that provides long distance, as well as data services in the state of South Dakota. Network One is a telecommunications carrier that provides long distance in conjunction with operator service in the state of South Dakota. Pursuant to an Operating Agreement and a Contribution Agreement signed by OneStar Long Distance and Network One, on March 7, 2001, OneStar Long Distance and Network One will transfer select assets and operational control to the newly formed company, OneStar Communications, LLC. As a result, OneStar will provide the same services that are currently provided by OneStar Long Distance and Network One. In fact, OneStar's

entire product line and customer base immediately following the transaction will be the sum of the services and customers of OneStar Long Distance and Network One. The foregoing information on the transfer of assets, certificates, and control and its consequences is dependent on several conditions, including Commission approval. In order for the transaction to succeed, the Parties must be able to effect the transfer of customer bases in a timely fashion.

Although the transaction detailed above may technically constitute a change in subscribed carrier for the customers of OneStar Long Distance and Network One, it is the position of OneStar that a strict compliance to the Commission's Carrier Change Orders will result in unnecessary disruptions of service to the transferred customers, negating the expected benefits of the proposed transaction. Network One's customer base consists of zero customers, but OneStar Long Distance's customer base consists of approximately 29 customers, some of which are businesses. OneStar Communications believes that attempts to obtain written or third party verifications from these customers may be unheeded and some of OneStar Long Distance's current customers may lose essential telecommunications services when the transfer is consummated. These customers, suddenly without service, may be forced to accept poorer quality, more expensive service in the interim. Furthermore, because OneStar Long Distance provides service to businesses, any disruption of service might seriously jeopardize the financial viability of these companies. These circumstances show good cause for a waiver of the Commission's rules and how the waiver is in the public interest. Moreover, the requested waiver is consistent with Commission precedent and the Commission's standard treatment of transfers of control.

To comply with the general purpose of the Carrier Change Orders, OneStar Long Distance and Network One will send all of their customers a notice to inform them of the impending transaction and that upon receiving the appropriate approval, the telecommunications services provided to them will be through a different company, OneStar Communications, LLC. A copy of this notice is enclosed with the petition as **Attachment A**. OneStar commits itself to working with the Commission and the transferor companies to resolve any customer complaints that may arise from the change in carrier. Given the measures laid out above, OneStar Communications, LLC believes that any customer concerns related to the change in telecommunications provider can be either avoided or effectively resolved to the benefit of the transferred customer bases.

In an effort to minimize the delay in consummating the discussed transaction, and to eliminate the possible service problems this delay may incur for the customers of OneStar Long Distance and Network One, OneStar respectfully requests expedited treatment of this waiver petition. Waiver of the Commission's Carrier Change Orders will facilitate a seamless transfer of services to OneStar Communications, LLC, and the customer notices sent to the transferred customers will ensure that they understand their rights and options in this situation.

Therefore, OneStar Communications, LLC requests that the Commission grant this petition for an expedited waiver of the Commission's Carrier Change Orders.

Respectfully Submitted,

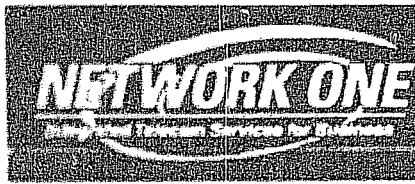


Ami Larrison

Director of Regulatory Affairs

OneStar Communications, LLC

ATTACHMENT A



We have some exciting news to share with you!

GRS International, Inc. GRS Network One has agreed to transfer its customer base to **OneStar Communications, LLC**. We would like to thank you for being a customer of Network One and share with you some information regarding this transition to OneStar Communications, LLC.

You're going to love being a OneStar Communications, LLC customer! OneStar Communications, LLC is an integrated communications provider headquartered in Evansville, Indiana. Beginning in 1982, our product portfolio includes a full range of voice and data services for commercial and residential customers, while providing a single point of contact through a bundled billing concept. OneStar Communications, LLC provides local, long distance, high-speed data, and broadband services.

OneStar Communications, LLC can be your single source for communication services! The addition of Network One's products and services will integrate quickly into OneStar Communication LLC's structure, providing a smooth transition with no interruption of normal services. The only change you will see is an increase in product offerings and cost effective solutions to all your communication needs as the strengths of both companies are combined into the premier provider of communications. OneStar Communications, LLC can provide a variety of value-added services designed to save you money and provide additional conveniences for your business by being your single contact for voice, video, data, internet, hardware, as well as technical support and service.

This transfer of service requires no action on your part and will be a smooth transition with no interruption of service. You should not incur PIC (Primary Interexchange Carrier) charges from your local telephone company as a result of this transition. Should any PIC related charges be incurred, please notify OneStar Communications, LLC and your account will be credited accordingly.

Upon regulatory approvals, the completion of this transition to OneStar Communications, LLC will be finalized over the next few months. After the date of transfer, OneStar Communications, LLC will provide you the same great telecommunications services currently provided by Network One, such as your local and/or long distance services (intrastate, interstate and international) and will handle all aspects of your account. OneStar Communications, LLC takes pride in furnishing its customers with the competitive voice and data service tools they need to conduct their business in the most cost effective manner possible.

Going forward, OneStar Communications, LLC will provide your telecommunications services. Immediately upon completion of the transfer, you will continue to receive the same rates, terms and conditions as you presently enjoy from Network One. Every effort will be made to ensure you receive the best service going forward. At your option, you may choose a carrier other than OneStar Communications, LLC to provide your telecommunications services. Please be aware that customers who have a PIC Freeze on their lines will also be transferred. If you choose another carrier, you may incur a one-time charge from your local telephone company to make the change.

OneStar Communications, LLC's primary focus is consistent customer satisfaction! OneStar Communications, LLC will work hard to continually exceed your expectations, now and in the future. Customer service representatives look forward to assisting you with additional product information, resolving open issues or concerns, and introducing new service offerings to you all while providing you the most professional customer service in the industry. Should you have any questions regarding this transition, please contact the Customer Service Department at 1-800-296-7030.

To find out more about OneStar Communications, LLC, check out the web site at www.onestarcom.com or call the Customer Service Department at 1-800-482-0000.



We have some exciting news to share with you!

OneStar Long Distance, Inc. has agreed to transfer its customer base to **OneStar Communications, LLC**. We would like to thank you for being a customer of OneStar Long Distance and share with you some information regarding this transition to OneStar Communications, LLC.

You're going to love being a OneStar Communications, LLC customer! OneStar Communications, LLC is an integrated communications provider headquartered in Evansville, Indiana. Beginning in 1982, our product portfolio includes a full range of voice and data services for commercial and residential customers, while providing a single point of contact through a bundled billing concept. OneStar Communications, LLC provides local, long distance, high-speed data, and broadband services.

OneStar Communications, LLC can be your single source for communication services! The addition of OneStar Long Distance's products and services will integrate quickly into OneStar Communication LLC's structure, providing a smooth transition with no interruption of normal services. The only change you will see is an increase in product offerings and cost effective solutions to all your communication needs as the strengths of both companies are combined into the premier provider of communications. OneStar Communications, LLC can provide a variety of value-added services designed to save you money and provide additional conveniences for your business by being your single contact for voice, video, data, Internet, hardware, as well as technical support and service.

This transfer of service requires no action on your part and will be a smooth transition with no interruption of service. You should not incur PIC (Primary Interexchange Carrier) charges from your local telephone company as a result of this transition. Should any PIC related charges be incurred, please notify OneStar Communications, LLC and your account will be credited accordingly.

Upon regulatory approvals, the completion of this transition to OneStar Communications, LLC will be finalized over the next few months. After the date of transfer, OneStar Communications, LLC will provide you the same great telecommunications services currently provided by OneStar Long Distance, such as your local and/or long distance service (intrastate, interstate and international) and will handle all aspects of your account. OneStar Communications, LLC takes pride in furnishing its customers with the competitive voice and data service tools they need to conduct their business in the most cost effective manner possible.

Going forward, OneStar Communications, LLC will provide your telecommunications services. There will not be any change to the rates and fees you receive. At your option, you may choose a carrier other than OneStar Communications, LLC to provide your telecommunications services. Please be aware that customers who have a PIC Freeze on their lines will also be transferred. If you choose another carrier, you may incur a one-time charge from your local telephone company to make the change.

OneStar Communications, LLC's primary focus is consistent customer satisfaction! OneStar Communications, LLC will work hard to continually exceed your expectations, now and in the future. Company representatives look forward to assisting you with additional product information, resolving open issues or concerns, and introducing new service offerings to you all while providing the most professional customer service in the industry. Should you have any questions regarding this transition, please contact the Customer Service Department at 1-800-482-0000 or via e-mail at onestar@onestarcom.com.

To find out more about OneStar Communications, LLC, check out the web site at www.onestarcom.com or call the Customer Service Department at 1-800-482-0000.

EXHIBIT E

OneStar Communications, LLC
Balance Sheet
For the 12 Months Ending December 31, 2001

	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01
ASSETS													
Cash	2,698,325	988,675	765,661	409,206	415,992	418,171	432,040	432,991	438,415	443,874	446,598	452,900	456,810
Accounts Receivable	12,093,810	10,408,055	10,298,655	10,883,508	10,986,600	10,880,917	10,783,446	11,200,075	11,384,089	11,492,276	11,670,621	11,709,112	11,900,310
Other Current Assets	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335
Total Current Assets	16,729,470	13,334,065	13,001,651	13,230,050	13,339,927	13,236,423	13,152,821	13,570,402	13,759,840	13,873,485	14,062,554	14,179,347	14,294,455
PP&E	9,568,044	9,493,547	9,313,752	11,117,290	10,920,829	15,712,462	15,504,096	15,295,729	15,087,361	17,181,250	16,945,154	16,709,049	16,472,910
Other & Goodwill	11,263,491	8,891,099	8,542,707	8,634,315	8,285,923	40,627,245	40,458,567	40,458,567	40,458,567	40,458,567	40,458,567	40,458,567	40,458,567
TOTAL ASSETS	37,561,005	31,718,711	30,858,111	32,981,655	32,546,679	69,576,131	69,115,484	69,324,699	69,305,770	71,513,311	71,466,275	71,346,964	71,226,932
LIABILITIES & EQUITY													
Accounts Payable	22,389,136	21,185,123	20,976,002	20,499,356	17,987,669	16,797,101	16,051,171	16,450,910	16,413,460	16,299,460	16,400,419	16,255,172	16,098,100
ST Debt	19,815,893	10,468,386	10,470,235	10,972,326	9,226,424	7,401,814	8,706,815	8,615,288	8,519,967	8,407,635	8,294,278	8,178,982	8,071,100
Total Current Liabilities	42,205,029	31,653,509	31,446,237	31,471,682	27,214,093	24,198,915	24,757,987	25,066,198	24,933,427	24,707,095	24,694,697	24,434,154	24,169,200
Long Term Debt	20,626,035	26,884,776	26,964,668	29,595,326	31,465,561	29,001,380	27,749,226	27,391,572	27,035,274	28,991,583	28,604,045	28,228,951	27,842,100
Shareholder's Equity	(25,270,059)	(26,819,574)	(27,552,794)	(28,085,352)	(26,132,975)	16,375,836	16,608,272	16,866,929	17,337,069	17,812,632	18,167,513	18,683,860	19,213,732
TOTAL LIABILITIES & EQUITY	37,561,005	31,718,711	30,858,111	32,981,655	32,546,679	69,576,131	69,115,481	69,324,699	69,305,770	71,513,311	71,466,275	71,346,964	71,226,932

Income Statement
For the 12 Months Ending: December 31, 2001

	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	YTD-01	%
Revenue	8,144,927	8,066,784	8,484,536	8,558,173	8,482,685	8,413,063	8,710,655	8,842,094	8,919,370	9,052,473	9,131,396	9,210,830	104,018,988	100.0%
COT	5,422,669	5,370,304	5,629,312	5,665,491	5,479,972	5,384,305	5,559,766	5,556,865	5,554,796	5,625,051	5,649,124	5,688,575	68,588,230	84.0%
Gross Profit	2,722,258	2,696,480	2,855,225	2,892,683	3,002,713	3,028,758	3,150,889	3,285,229	3,364,574	3,427,422	3,482,271	3,522,255	37,430,755	36.0%
Selling	688,368	685,826	698,815	556,856	554,399	552,266	573,570	584,972	593,131	604,586	612,798	621,018	7,328,606	7.0%
General & Administrative	1,842,891	2,030,539	1,905,475	1,642,886	1,630,914	1,620,519	1,699,720	1,732,874	1,750,950	1,781,361	1,802,696	1,821,073	21,268,931	20.4%
Total SG&A Expense	2,531,258	2,716,364	2,604,291	2,199,742	2,185,313	2,172,786	2,273,290	2,317,846	2,344,082	2,388,950	2,415,494	2,442,091	28,591,537	27.5%
EBITDA	190,999	(19,885)	250,934	692,941	817,370	855,972	877,599	967,382	1,020,492	1,038,472	1,066,777	1,080,164	8,839,219	8.5%
Other Income	87,347	86,978	86,599	87,436	122,621	122,561	90,212	89,632	89,248	89,342	88,965	88,590	1,129,531	1.1%
Interest Expense	382,456	367,548	382,436	357,013	357,256	337,910	336,066	334,217	352,749	353,754	350,223	346,873	4,258,501	4.1%
Cash Flow	(104,110)	(300,454)	(44,904)	423,363	582,735	640,624	631,745	722,798	756,991	774,060	805,519	821,881	5,710,249	5.5%
Depreciation/Amortization	527,889	528,187	544,854	544,854	377,044	377,044	208,366	208,366	236,105	236,105	236,105	236,105	4,261,023	4.1%
NI Before Taxes	(631,999)	(828,641)	(589,757)	(121,490)	205,691	263,579	423,379	514,431	520,887	537,955	569,415	585,776	1,449,225	1.4%
Taxes - 16%	(63,958)	(95,421)	(57,199)	17,723	21,881	31,143	29,722	44,291	45,323	48,054	53,088	55,706	130,353	0.1%
NI Before Extraordinary Items	(568,041)	(733,220)	(532,558)	(139,214)	183,810	232,436	393,657	470,141	475,563	489,901	516,327	530,070	1,318,872	1.3%
Com. Extraordinary Items (net of tax)	773,525			500,000	825,000								2,098,525	2.0%
NI After Extraordinary Items (net of tax)	205,484	(733,220)	(532,558)	360,786	1,008,810	232,436	393,657	470,141	475,563	489,901	516,327	530,070	3,417,397	3.3%

See:

1. See detailed schedules for breakdown of SG&A and COT Savings

Income is comprised of the following components: Customer Service Charges (OSLD) and Interest Income (OSLD & NWO)

Extraordinary Items: 1. Extinguishment of Debt from the following (NWO) vendors: (1) Qwest - \$773,525, (2) Global Crossing - \$825,000 and (3) Verizon - \$500,000

2. Expense Savings are detailed on the "Breakdown of Interest Depreciation and Other" spreadsheet

Summary:		
Year	Revenue	Interest
2000	102,866,745	
2001	104,018,988	8.5%
2002	102,965,452	10.2%

Local Data as a % of Y Revenue*	
Year	%
2001	20.0%
2002	43.0%

*Percentage Based

LIABILITIES & EQUITY

CURRENT LIABILITIES

Accounts Payable	16,538,459.14
Accrued Expenses	1,234,735.25
Note Payable - ONB - 7 Million	.00
Current Portion of LT Debt	3,931,067.57
Curr Portion Accr Agent Bonus	261,194.04
Notes Payable - Short Term	1,873,625.56

23,839,481.56

TOTAL CURRENT LIABILITIES

LONG TERM LIABILITIES

Leases	4,884,823.21
Current Portion LT Debt-Leases	3,931,067.57-
Curr Portion Accr Agent Bonus	261,194.04-
Accrued Agent Bonus	300,538.66
Notes Payable - ONB 7 Million	6,187,499.98
Notes Payable - ONB	.00
Notes Payable - Investors	5,220,785.44
Accrued Interest - 547 YR N/P	808,641.13
Current Portion LT Debt-Notes	.00

13,210,026.81

TOTAL LONG TERM LIABILITIES

TOTAL LIABILITIES

37,049,508.37

SHAREHOLDERS EQUITY

Common Stock	24,198,943.48
Stock Subscription Receivable	3,221,798.00-
Paid In Capital	2,474,714.95
Treasury Stock	1,034,775.00-
Shareholder Distributions	.00
Shareholder Distribution - L/T	3,302,538.57-
Retained Earnings	24,154,722.88-
Current Year Profit/Loss	4,081,559.70-

9,121,735.72-

TOTAL SHAREHOLDERS EQUITY

TOTAL LIABILITIES & EQUITY

27,927,772.65

~~CONFIDENTIAL~~
~~Source: SEC Form 10-K~~
~~For the period ending 12/31/2003~~

Page 10

	Total Company	% of Sales
Revenues	6,996,411	100.000
Cost Of Services	3,072,916	41.500
GROSS PROFIT	1,923,695	38.500
Selling Expenses	297,054	5.945
General & Administrative Exp	1,381,631	27.651
Operating Expenses	1,678,685	33.596
OPERATING INCOME	245,010	4.904
Other Income	68,582	1.373
Alloc of Corporate Expenses	0	.000
EBIDA	313,592	6.276
Int, Deprec, and Amort	533,053	10.668
NET INCOME/LOSS-	219,461-	4.392-

Network One Balance Sheets

4 Upm

	11/30/00	12/31/00
ASSETS		
Cash	\$55,969.04	\$43,155.52
Accounts Receivable	5,277,682.73	5,013,146.99
Unbilled Reserves	191,645.98	191,645.98
Allowance For Bad Debts	(600,042.37)	(487,645.79)
Net Accounts Receivable	4,869,286.34	4,717,147.18
Inventory		360.50
Prepaid Assets	65,952.75	50,513.24
Current Assets	4,991,208.13	4,811,176.44
Net Property Plant & Equipment	1,820,690.36	1,924,600.13
Intangible Asset - discount Star Bank loan	332,982.00	332,982.00
Accum Amort Interest - discount Star Bank Loan	(342,230.45)	(342,230.45)
Deposits	245,015.67	246,015.67
Acquisition Costs Net	3,001,258.31	3,001,258.31
TOTAL ASSETS	\$10,048,924.02	\$9,973,802.10

LIABILITIES AND SHAREHOLDERS' EQUITY

Accounts Payable	\$5,669,264.39	\$5,378,159.87
Accrued and Other Liabilities	2,584,298.84	2,823,812.62
PCC funding and PCCC liabilities	164,151.24	226,284.81
Sales & Excise Taxes Payable	391,345.14	402,517.07
Deposits from Customers	20,805.82	20,805.82
Revolving debt Star Bank	9,348,784.80	10,082,636.62
Current Portion of Long-Term Debt	5,957,330.80	5,957,330.80
Total Current Liabilities	24,135,981.03	24,891,547.61
Dividends Payable	1,380,000.00	1,380,000.00
Leases Payable	318,918.37	374,203.25
Other Long-Term Debt	363,183.84	348,986.70
Notes Payable	5,158,620.04	4,958,620.04
Less Current Portion	(5,957,330.80)	(5,957,330.80)
Long-Term Liabilities	1,263,391.45	1,104,479.19
Total Liabilities	25,399,372.48	25,996,026.80
Equity	(14,184,740.32)	(14,184,740.32)
Year-to Date Income (Loss)	(1,165,708.14)	(1,837,484.38)
Shareholders' Equity	(15,350,448.46)	(16,022,224.70)
TOTAL LIAB AND EQUITY	\$10,048,924.02	\$9,973,802.10

Network One
Income Statement For Fiscal Yearend 2000
For the Three Months Ending
December 31, 2000

Three Month			Year to Date		
October	November	December	October	November	December
52,583,367.50	52,537,330.19	52,717,333.28	52,583,367.50	52,537,330.19	52,717,333.28
5,142,064.23	5,174,671.83	5,309,471.49	5,142,064.23	5,174,671.83	5,309,471.49
737,469.21	737,469.21	737,469.21	737,469.21	737,469.21	737,469.21
24.6%	24.6%	24.6%	24.6%	24.6%	24.6%
378,391.60	378,391.60	378,391.60	378,391.60	378,391.60	378,391.60
224,024.87	224,024.87	224,024.87	224,024.87	224,024.87	224,024.87
32,531.73	32,531.73	32,531.73	32,531.73	32,531.73	32,531.73
53,975.73	53,975.73	53,975.73	53,975.73	53,975.73	53,975.73
711,824.15	711,824.15	711,824.15	711,824.15	711,824.15	711,824.15
1,451,987.33	1,451,987.33	1,451,987.33	1,451,987.33	1,451,987.33	1,451,987.33
2,182,196.98	2,182,196.98	2,182,196.98	2,182,196.98	2,182,196.98	2,182,196.98
1,674.96	1,674.96	1,674.96	1,674.96	1,674.96	1,674.96
17,422.25	17,422.25	17,422.25	17,422.25	17,422.25	17,422.25
74,003.06	74,003.06	74,003.06	74,003.06	74,003.06	74,003.06
19,339.18	19,339.18	19,339.18	19,339.18	19,339.18	19,339.18
140,148.67	140,148.67	140,148.67	140,148.67	140,148.67	140,148.67
2,412.64	2,412.64	2,412.64	2,412.64	2,412.64	2,412.64
470.00	470.00	470.00	470.00	470.00	470.00
7,298.13	7,298.13	7,298.13	7,298.13	7,298.13	7,298.13
11,980.12	11,980.12	11,980.12	11,980.12	11,980.12	11,980.12
17,460.71	17,460.71	17,460.71	17,460.71	17,460.71	17,460.71
14,123.93	14,123.93	14,123.93	14,123.93	14,123.93	14,123.93
4,379.94	4,379.94	4,379.94	4,379.94	4,379.94	4,379.94
51,372.96	51,372.96	51,372.96	51,372.96	51,372.96	51,372.96
1,433.45	1,433.45	1,433.45	1,433.45	1,433.45	1,433.45
6,167.23	6,167.23	6,167.23	6,167.23	6,167.23	6,167.23
48,546.23	48,546.23	48,546.23	48,546.23	48,546.23	48,546.23
5,070.13	5,070.13	5,070.13	5,070.13	5,070.13	5,070.13
211,115.07	211,115.07	211,115.07	211,115.07	211,115.07	211,115.07
1,275,627.19	1,275,627.19	1,275,627.19	1,275,627.19	1,275,627.19	1,275,627.19
2,825,164.23	2,825,164.23	2,825,164.23	2,825,164.23	2,825,164.23	2,825,164.23
191,735.72	191,735.72	191,735.72	191,735.72	191,735.72	191,735.72
7,000.28	7,000.28	7,000.28	7,000.28	7,000.28	7,000.28
139,251.61	139,251.61	139,251.61	139,251.61	139,251.61	139,251.61
9,210.00	9,210.00	9,210.00	9,210.00	9,210.00	9,210.00
8,333.33	8,333.33	8,333.33	8,333.33	8,333.33	8,333.33
161,295.31	161,295.31	161,295.31	161,295.31	161,295.31	161,295.31
43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00
194,129.97	194,129.97	194,129.97	194,129.97	194,129.97	194,129.97
739,292.02	739,292.02	739,292.02	739,292.02	739,292.02	739,292.02
917,716.49	917,716.49	917,716.49	917,716.49	917,716.49	917,716.49
15,165,708.14	15,165,708.14	15,165,708.14	15,165,708.14	15,165,708.14	15,165,708.14
51,337,184.10	51,337,184.10	51,337,184.10	51,337,184.10	51,337,184.10	51,337,184.10

EXHIBIT

F

OneStar Communications, LLC Company History

OneStar Long Distance, Inc.

As a result of the Federal Communications Commission's 1981 decision to permit private enterprise to provide WATS lines to customers on a shared-use basis, Providence TMC, Ltd. ("Providence") was formed. Providence was one of a group of providers created in association with TMC Corporate ("TMC"), as part of its planned expansion of markets covering most areas of the country. In June 1982, the corporate office opened in Providence, Rhode Island.

Taking advantage of the rapid growth in the telecommunications industry, Providence established a significant presence in its market. Throughout the late 1980's and early 1990's most TMC markets were consolidated with other companies. At that time, Providence began operating as an independent company, providing long distance service to the New England area.

In 1992, in order to facilitate an expansion plan, the company structure was changed from a partnership to a corporation. The following year, Providence became Telstar Communications, Inc. ("Telstar"), a privately held Indiana corporation. In the following years, Telstar continued to expand its market presence on the East Coast and into the South and Midwest. The corporate headquarters was located in Evansville, Indiana. As Telstar continued to grow, it became necessary to obtain a corporate name, which could be used in all jurisdictions. Therefore, in 1996, Telstar became OneStar Long Distance, Inc. ("OneStar").

During the following years, by utilizing fiber optic and digital microwave networks, OneStar expanded its market presence yet again and began providing long distance service in nearly all United States jurisdictions to both residential and business customers. Additionally, OneStar obtained certification to provide resold and facilities-based local exchange service in several Eastern and select Midwestern states. By 2001, OneStar's customer count totaled approximately 60,000 nationwide.

CRG International, Inc.

CRG International, Inc. d/b/a Network One ("Network One") was formed in June of 1992 as a privately held corporation headquartered in Atlanta, Georgia. The company's retail services included local exchange and long distance services on a resell and facilities-based basis. Network One's customer base was concentrated in the Eastern and Southeastern regions of the nation, primarily in the Bell South and Verizon service areas with a customer base totaling approximately 15,000 nationwide.

OneStar Communications, LLC

In order to better serve their customers, OneStar and Network One have developed a plan to institute a new, limited liability company, OneStar Communications, LLC ("OneStar Communications"). Starting in April 2001, Secretary of State applications began to be filed in order for OneStar Communications to gain authority to conduct business within each proposed jurisdiction. OneStar Communications will seek certification in every state for long distance service and in twenty-five states for local exchange service, with a concentration of customers generally located between Maine and Florida, with select markets in the Midwest.

The new company will combine both OneStar and Network One's major strengths and utilize their key assets, including customer bases, key management personnel, equipment, and various certifications. With the combined customer bases of OneStar, totaling approximately 60,000, and Network One, totaling approximately 15, 000, OneStar Communications will have a customer base of approximately 75,000 customers.

Key management personnel of OneStar will manage OneStar Communications' operations. Upon proper qualification, OneStar Communications will offer local, long distance, Internet, data, video, broadband services, and hardware, as well as technical support and service. New customers will be sold through the following four channels: direct, agent, wholesale, and call center. Approximately eighty-five percent of the telecommunications services provided will be routed over the company's own network. To accomplish this, OneStar Communication's network is currently being converted to a fully, end-to-end digital Asynchronous Transfer Mode/Internet Protocol (ATM/IP) network.

In the future, OneStar Communications plans to continue the pattern of growth established by both OneStar and Network One by enlarging its service provision area and broadening its product suite.

EXHIBIT G

MANAGEMENT TEAM PROFILE:

The following personnel play a key role in the general management and operations of OneStar Communications, LLC (OneStar).

Alan J. Powers, Chief Executive Officer

A graduate of Indiana University at Bloomington, Mr. Powers holds a B.S. in Accounting and is a Certified Public Accountant. He was previously a partner in the accounting firm of Harding, Szymanski & Company from 1969 to 1981.

From 1978 to 1990, Mr. Powers was part owner in the Godfather's Pizza Restaurants in Indiana, Ohio, and Tennessee.

In 1983, he entered the resell telephone business. Mr. Powers held the position of President of TeleMarketing Investments, Inc., which was a general partner of TeleMarketing Investments, Ltd. TeleMarketing Investments, Ltd. provided telecommunications service in six states including Ohio, Nebraska, South Dakota, Iowa, Pennsylvania and West Virginia. TeleMarketing Investments, Ltd. achieved sales of \$25 million and was sold to WorldCom's predecessor, LDDS in 1992.

Mr. Powers also served as President of Rhode Management Corporation, which was a general partner of Providence TMC, Ltd. Providence TMC, Ltd. provided telecommunications service in the states of Rhode Island, Massachusetts and Connecticut. Providence TMC, Ltd. d/b/a TMC Long Distance became Telstar Communications, Inc. in 1992. Telstar Communications, Inc. has been known as OneStar Long Distance, Inc. since 1996.

Mr. Powers oversees all aspects of OneStar Communications, LLC with specific attention to the Legal, Regulatory, Accounting, Human Resources, Mergers and Acquisitions, and Business Development Departments.

Michael W. Hanus, President

A graduate of the University of Wisconsin at Milwaukee, Mr. Hanus holds a B.S. in Economics. He was a member of the Reserve Management Group for Sears, Roebuck & Company from 1972 to 1984. During his years of employment with Sears Roebuck & Company, Mr. Hanus' responsibilities included the areas of sales, marketing and retail management.

From 1984 to 1992, Mr. Hanus was employed by TeleMarketing Investments, Ltd. where he held the position of General Manager. He served in many capacities, including sales program development, marketing, management and networking. He was appointed President of Telstar Communications, Inc. in 1993, and continued in that position through Telstar's transition to OneStar Long Distance, Inc.

Mr. Hanus directly oversees the Network Operations and Operations Departments at OneStar Communications, LLC.

William R. Stapleton, Chief Operations Officer

Mr. Stapleton was educated at Syracuse University, The University of Pennsylvania, and MIT. He was a Captain in the United States Air Force.

Mr. Stapleton was employed by AT&T from 1961 to 1995. While there, he worked in several areas including sales, marketing, and senior management. Mr. Stapleton was involved with several important projects at AT&T including the effort to formalize AT&T's pricing strategies for several of its most competitive products in 1984 and the turn-around of AT&T's computer business in 1991. In 1995, he started his own consulting firm. In February 2000, Mr. Stapleton was appointed Executive Vice President of Business Management at OneStar Long Distance, Inc. In March 2001, Mr. Stapleton was appointed Chief Operations Officer at OneStar Communications, LLC.

Mr. Stapleton's responsibilities at OneStar Communications, LLC include coordinating the Operations and Mergers and Acquisitions Departments and directly overseeing the Marketing and Sales Departments.

Alan J. Powers, Michael W. Hanus, and William R. Stapleton are members of OneStar Communications' Executive Committee.

Mark W. Powers, Executive Vice President

A graduate of the University of Southern Indiana, Mr. Powers holds a B.S. degree in Accounting and is a Certified Public Accountant. He served as Controller and Treasurer for Midwest Equipment & Supply Company and The Daviess County Farm Bureau from 1975 to 1988.

In 1988, Mr. Powers joined TeleMarketing Investments, Ltd. as Controller. In this position, he was responsible for the data processing and accounting matters. Mr. Powers was appointed Vice President and Treasurer of Telstar Communications, Inc. in 1993 and continued in that position through Telstar's transition to OneStar Long Distance, Inc.

Mr. Powers' responsibilities at OneStar Communications, LLC include coordinating and directly overseeing the MIS and Internet Technologies Departments.

EXHIBIT

H

Network Operations:

OneStar Network Management has determined the need to convert the existing DCO TDM network to a packet based IP/ATM network. Network management has developed a three-phased approach:

- (1) Convert the "core" backbone network (IMT or switch-to-switch transport) to a packet network
- (2) Add Class 5 telephony features to the network and build out to the "edge" (end office and customer premise) of the network
- (3) As a component of the network migration utilize network configuration opportunities such as Verizon's IP gateway, NNI and peering connections to expand backbone footprint, and other LEC/CLEC/Carrier solutions to accelerate the eventual deconstruction of the existing TDM network

The current OneStar Network consists of Siemens DCO switches located in Portland, Maine; Boston, Massachusetts; Richmond, Virginia; Indianapolis, Indiana; Rochester, Minnesota; and Seattle, Washington. With the addition of network facilities from Network One, an additional switch will be added in Washington, D.C. These switches are all trunked together, as well as, an extensive FGD network to the various LEC Tandems. Roughly 80% of all of OneStar traffic originates or terminates via these switches and on the FGD network.

Network Implementation:

Based upon the analysis of various vendors and deployments of other carriers, OneStar has decided to implement ATM in the backbone environment as the core transport. OneStar shall utilize the ATM network for the Quality of Service (QoS) capabilities and the call management attributes evident in this backbone technology. All services, during the early stages of implementation, will be transported over the ATM backbone (VoIP over ATM, VoATM). As the technology is developed OneStar's network will migrate segments of traffic to a "pure" IP backbone that can provide higher value MPLS/QoS capabilities. With optical technology, this migration will also compliment or replace portions of traffic onto the DWDM layer thereby completely bypassing the IP/ATM layer from a routing perspective. These decisions will be considered and made as OneStar's exposure to the technology increases, and the technology becomes available.

Due to market analysis, the initial installation of ICP facilities shall be directed to Portland, Maine. The plan is to immediately build-out the network into the remaining New England states, except for Connecticut. Factors relating to existing customer densities (both local resell and long distance), customer opportunity density, existing competitive influences, potential partnerships with Utility companies and or other companies to allow for Bell bypass to the last mile (including wireless loop technology), have been considered and have influenced the Company's direction.

There is little doubt with regard to the influence the LECs will have in obtaining the "last mile" to the subscriber, however, there are opportunities that will allow OneStar to bypass the LEC for the last mile solution. Choices for LEC bypass are utility and cable companies, wireless loop applications, along with other CLEC and ILEC wholesalers. While there is a huge push in the utility and cable companies to provide some of the traditional telephony services, as well as new broadband solutions, there is also an emerging opportunity with CLECs offering wholesale access

to network elements. OneStar's network build strategy includes partnering, merging, and when advantageous, acquiring relationships.

The utilization of smart build strategies, including the installation of IP switching solutions, and core optical and ATM/IP access equipment within the utilities infrastructure, sets the stage for low cost local services at very attractive profit margins. By combining the local features with the application side of Internet, cable and other content-based services, there becomes an entrenched revenue-producing customer base utilizing a broad mixture of OneStar and Utility services.

OneStar has concluded that the smart build strategy will be utilized initially in Maine and Massachusetts, while the Company will deliver local services through resell methods in New Hampshire, Vermont and Rhode Island. Specifically, the Company will provide subscribers facility-based local services in Maine from the Portland, South Portland, Lewiston, Bangor, Augusta, and Biddeford end offices. In Massachusetts, OneStar shall distribute services from the Boston, Back Bay - 2, Boston - Harrison Avenue, Boston - Bowdoin - 2, Lawrence, Worcester, Fall River, Brookline, New Bedford, Brockton, and Newton end offices.

The following diagrams represent OneStar's deployment of ATM Core Sites, (figure 1) a representative display of a OneStar regional co-location site, (figure 2) and the regional configurations utilizing the legacy Siemens DCO switches (figure 3).

Figure 1 – Network Topology ATM Core Sites

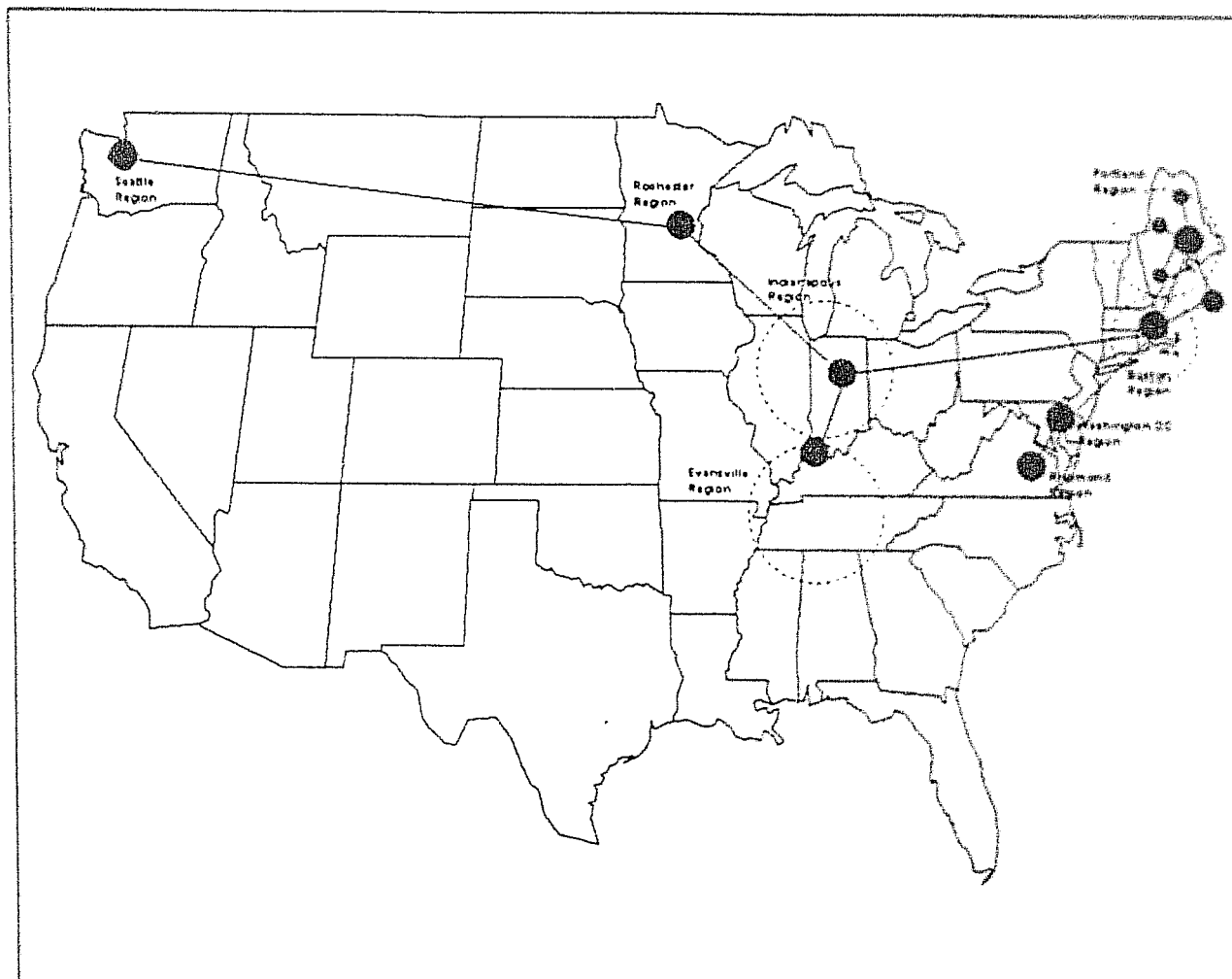


Figure 2 – Co-locate and OneStar Regional CO Equipment Overview (Portland, Maine)

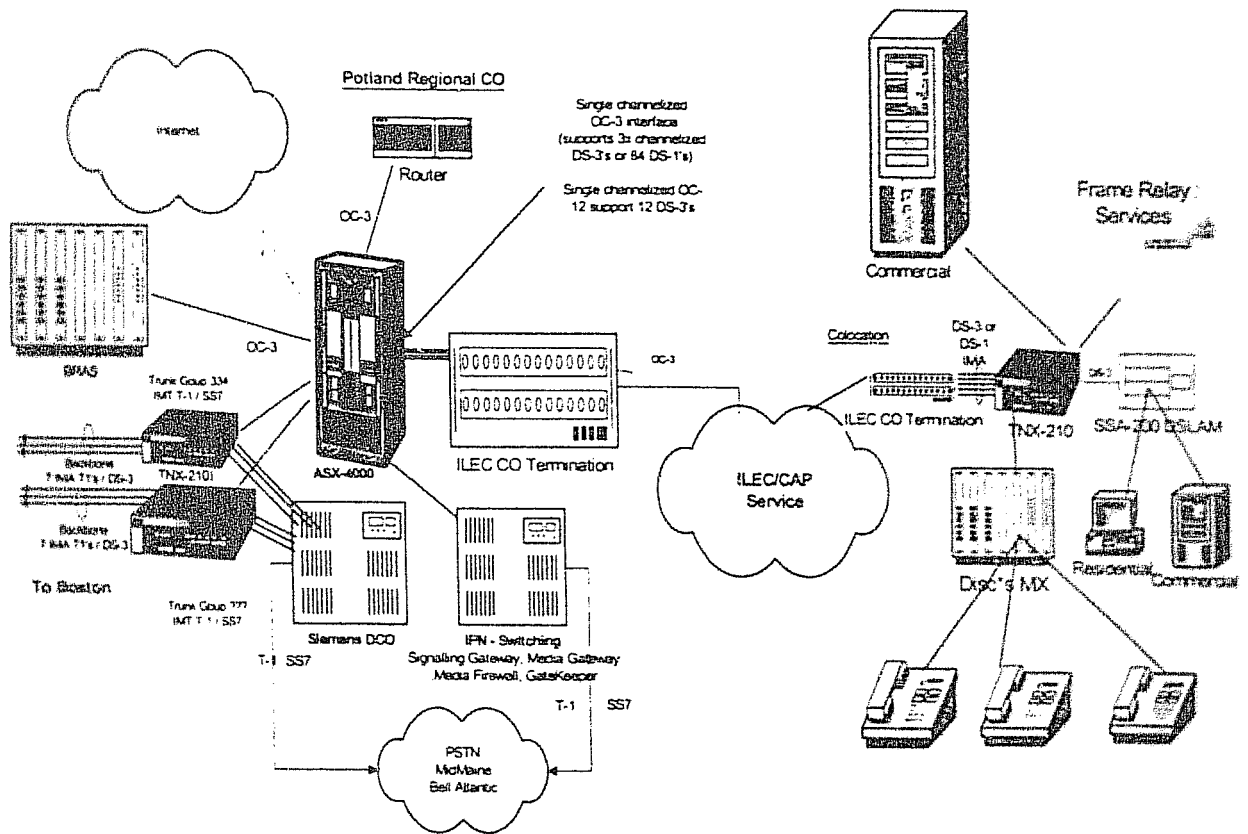
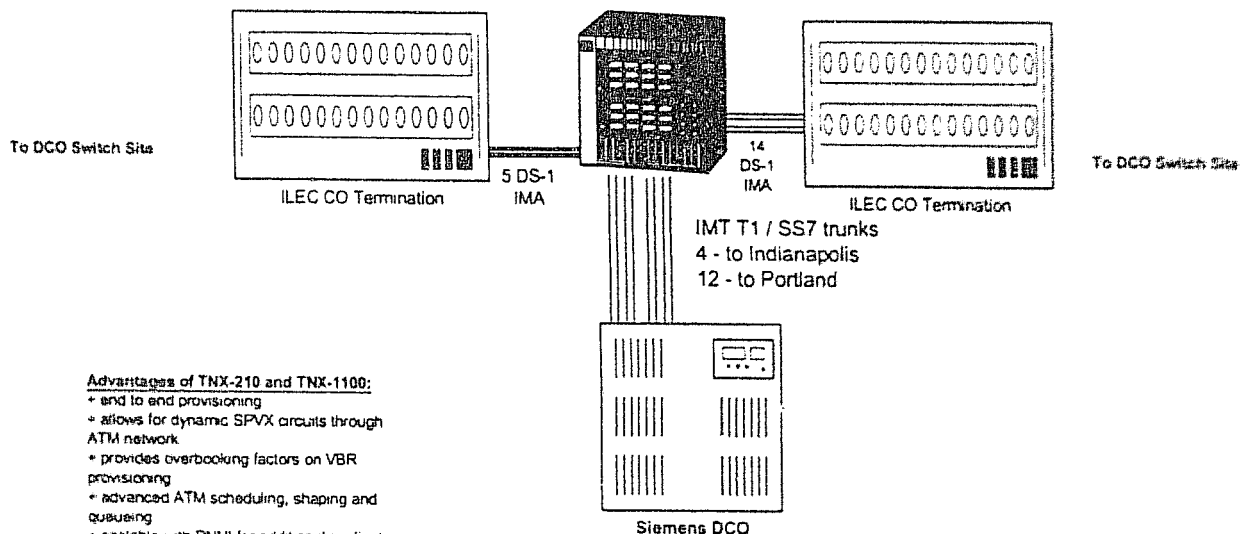


Figure 3 – OneStar Regional Locations (Boston, Massachusetts; Rochester, Minnesota; Seattle, Washington; Richmond, Virginia; Indianapolis, Indiana; and Washington, D.C.)

Regional CO



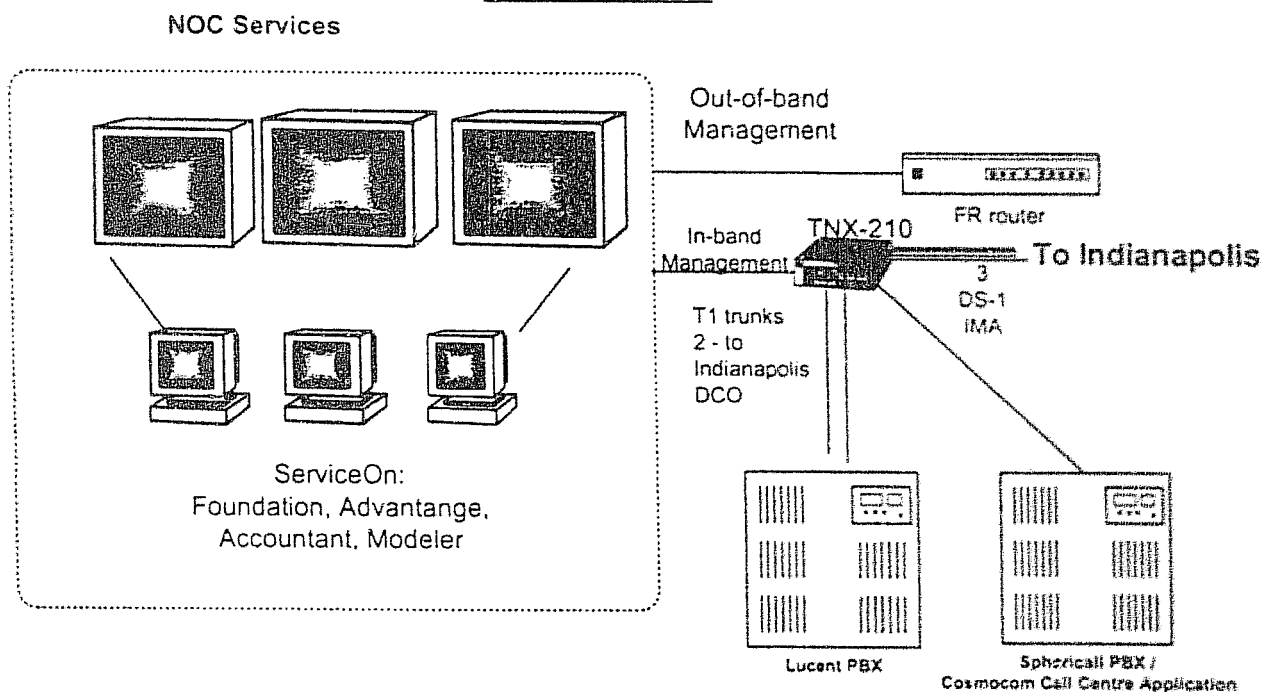
Advantages of TNX-210 and TNX-1100:

- end to end provisioning
- allows for dynamic SPVX circuits through ATM network
- provides overbooking factors on VBR provisioning
- advanced ATM scheduling, shaping and queuing
- scalable with PNNI for additional resilient links
- supports MPLS with existing hardware
- extremely large cell buffers during peak utilizations
- completely compatible netmods across both ATM platforms
- Quality of Service and Capacity Aware Routing capabilities

NOC Implementation:

The Network Operations Center implementation will be combinations of outsource and in house resources. The NOC will include all fault management and prevention, fraud management, and escalated trouble issues. To assist in management issues and staffing levels during early implementation, OneStar will contract support from selected vendors' Professional Services Divisions.

Evansville Regional CO



Advantages of TNX-210 and TNX-1100:

- + end to end provisioning
- + allows for dynamic SPVX circuits through ATM network
- + provides overbooking factors on VBR provisioning
- + advanced ATM scheduling, shaping and queueing
- + scalable with PNNI for additional resilient links
- + supports MPLS with existing hardware
- + extremely large cell buffers during peak utilizations
- + completely compatible netmods across both ATM platforms
- + Quality of Service and Capacity Aware Routing capabilities

It is anticipated that vendor-based Professional Services will be utilized heavily in the first few months and less during the latter stages of deployments and on-going support. During the transition, OneStar will hire, acquire and train existing staff to handle all of these duties. It is envisioned that the vendors' services will be used to help manage the "off" hours of coverage in the late evenings and weekends as supplemental coverage to OneStar staff, in lieu of OneStar staffing these functions in the early stages of deployment.

David Gibson, Vice President Network Operations

Mr. Gibson joined OneStar in 1995 in the position consisting of network data entry. He comes from a background weighed heavily in accounting and systems support. After two months with OneStar he had automated his job functions and moved more into a systems support position. While gaining knowledge of the systems and automating many of the CARE, Network load, CABS and back office functions, he also gained a very strong telecommunications knowledge. Mr. Gibson moved into the Network Department in 1997 dealing primarily with the Network costing, design and efficiency. As OneStar has grown, Mr. Gibson's responsibilities have also grown to include RespOrg, Engineering, Switch Operations, Costing, CABS, and NOC. Mr. Gibson is Seimen's certified, and has attended various other training sessions pertaining to Network components. During his tenure at OneStar he has been responsible for the integration of 3 new switches to the network, 3 new installations and certifications, 2 switch decommissions, and crucial to establishing all supporting systems to the network. Mr. Gibson's current duties have been refocused to include the key Network areas of engineering, operations, and optimization, while he continues to provide input and direction to various other areas.

Jarrold Pfaffmann, Director Network Engineering

Mr. Pfaffmann joined OneStar in 1996 after serving 3 ½ years at American General Finance in their credit card division located in Evansville, Indiana. His tenure at OneStar has involved him in many aspects of both front-end customer service and later in the Engineering and Operations side of the Company. Mr. Pfaffmann's current role involves an emphasis on operations, network engineering and design, customer care and technical support.

Michael Sibrel, Network Operations Center Manager

Mr. Sibrel joined OneStar in 1999 as a project manager after serving as a Regional Operations Manager for KLF Business Communication Systems. As a regional operations manager for KLF, Mr. Sibrel had responsibility for installation/service of customer equipment throughout a multi-state region and Mexico. Prior to his involvement with KLF he served in various capacities in Public Safety/Law Enforcement. Mr. Sibrel's migration to telecommunications was a logical step after serving from 1990 – 1996 as Director of a Public Safety Communications E9-1-1 Center. In that capacity, Mr. Sibrel implemented a communications center and E9-1-1 system to provide emergency services to a jurisdiction that provided services to twenty-eight emergency service agencies, including police, fire, and EMS, as well as, implementing a first of it's kind E9-1-1 system utilizing multiple telecom switches. In 2000, he was named as OneStar's NOC Manager and charged with the implementation of a functional Network Operations Center.

EXHIBIT

I

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

Additional Information Requested by the South Dakota Public Service Commission

OneStar Communications, LLC is a newly formed company that does not currently provide telecommunications service in any state or jurisdiction. For this reason, OneStar Communications, LLC does not have an annual report to provide to the Commission, nor does the company have any outstanding slamming complaints against it. OneStar Communications has never been denied a certificate of authority to provide telecommunications service and is in good standing with all of the regulatory agencies with which the company interacts.

As a privately owned company, OneStar Communications, LLC does not have any periodical report to stockholders to provide to the Commission. OneStar Communications, LLC's Federal Tax Identification Number is 35-214339.

OneStar Communications, LLC intends to market its services primarily to small to mid-sized business and residential customers. All sales personnel will have telecommunications service training. OneStar Communications, LLC will market through direct and agent sales by employees and company employed telemarketers and does not intend to engage in multilevel marketing.

EXHIBIT

J

TITLE SHEETSOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by OneStar Communications, LLC ("OneStar"), with principal offices at 7100 Eagle Crest Boulevard, Evansville, Indiana 47715. This tariff applies for telecommunications services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

By: _____
Date: _____

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE: _____

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom right-hand side of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*
16	Original*
17	Original*
18	Original*
19	Original*
20	Original*
21	Original*
22	Original*
23	Original*
24	Original*
25	Original*
26	Original*
27	Original*
28	Original*
29	Original*

* Original or Revised Sheet Included in the most recent tariff filing

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>
30	Original*
31	Original*
32	Original*
33	Original*
34	Original*
35	Original*
36	Original*
37	Original*
38	Original*
39	Original*
40	Original*
41	Original*
42	Original*
43	Original*
44	Original*
45	Original*
46	Original*
47	Original*
48	Original*
49	Original*
50	Original*
51	Original*
52	Original*
53	Original*
54	Original*
55	Original*
56	Original*
57	Original*
58	Original*
59	Original*
60	Original*
61	Original*
62	Original*
63	Original*
64	Original*
65	Original*
66	Original*

* Original or Revised Sheet Included in the most recent tariff filing




Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>
67	Original*
68	Original*
69	Original*
70	Original*
71	Original*
72	Original*
73	Original*
74	Original*
75	Original*
76	Original*
77	Original*
78	Original*
79	Original*
80	Original*
81	Original*
82	Original*
83	Original*
84	Original*
85	Original*
86	Original*
87	Original*
88	Original*
89	Original*
90	Original*
91	Original*
92	Original*
93	Original*
94	Original*
95	Original*
96	Original*
97	Original*
98	Original*
99	Original*
100	Original*
101	Original*
102	Original*
103	Original*
104	Original*

* Original or Revised Sheet Included in the most recent tariff filing

By:By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

TABLE OF CONTENTS

	Page
Table Sheet	1
Check Sheet	2
Table of Contents	5
Symbol	9
Tariff Format	10
Application of Tariff	11
Section 1 - Technical Terms and Abbreviations	13
1.1 Description of Service	17
Section 2 - Rules and Regulations	25
2.1 Use of Services	25
2.2 Limitations on Services	27
2.3 Liability of the Company	28
2.4 Responsibility for Charges	34
2.5 Termination or Denial of Service by Carrier	35
2.6 Termination by Customer	37
2.7 Initial Contract Period	37
2.8 Payment, Billing, and Deposits	37
2.9 Term Agreements	41
2.10 Collection Costs	42
2.11 Inspections, Testing, and Adjustments	42
2.12 Interconnection	43
2.13 Liability of Customer	43
2.14 Location of Service	44
2.15 Local Charges	44
2.16 Rate Centers	45
2.17 Provision of Bills	45
2.18 Provision of Equipment	45
2.19 Billing Entity Conditions	45
2.20 Operator Service	45

Issued:

EFFECTIVE:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

TABLE OF CONTENTS

	Page
Section 3 - Rates and Charges	47
3.1 Regulations and Computation of Mileage	47
3.2 Customer Complaints and/or Billing Disputes	48
3.3 Time Periods Defined	48
3.4 Reconnection Charge	50
3.5 Association Programs	50
3.6 Directory Assistance	55
3.7 Emergency Call Handling Procedures	55
3.8 Promotional Offerings	55
3.9 Taxes	56
3.10 Dishonored Payment Charge	56
3.11 800 Tailored Call Coverage	56
3.12 Computation of Discounts	57
3.13 Validated Project Codes	57
3.14 Conference Calling	58
3.15 National 800 Electronic Listing	63
3.16 Shared 800 Number Program	63
3.17 Wholesale Service	64
3.18 Travel Call Surcharge	64
3.19 Minimum Monthly Usage Charge	65
3.20 Call Minimum and Rounding Increments	65
3.21 Toll-free Number Fee	66
3.22 Payphone Use Charge	66
3.23 Credit Allowance	68
3.24 Late Charge	68
3.25 Restoration of Service	68
3.26 Toll-Free PIN Number Charge	68
3.27 Referral Program	69
3.28 Video Conferencing	69
3.29 Telecommunications Relay Service	71
3.30 Property Acquisition Charge.	72
3.31 ONcall Service	72
3.32 Enhanced Toll-Free Service.	74
Section 4- Rates	76
4.1 Prepaid Calling Card	76
4.2 Premier A	76
4.3 Premier A 800	77
4.4 Premier B	77
4.5 Premier B 800	78
4.6 Jupiter	78
4.7 Jupiter 800	79
4.8 Neptune	79

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE

TABLE OF CONTENTS

	Page
Section 4- Rates, cont'd.	
4.9 Neptune 800	80
4.10 Travel Card 99-1	80
4.11 T1	81
4.12 T1 800	81
4.13 T2	81
4.14 T2 800	82
4.15 T3	82
4.16 T3 800	82
4.17 T4	83
4.18 T4 800	83
4.19 T5	83
4.20 T5 800	84
4.21 T6	84
4.22 T6 800	84
4.23 Travel Card T7	85
4.24 Galaxy	85
4.25 Galaxy 800	85
4.26 Mars	86
4.27 Mars 800	86
4.28 Meridian A	87
4.29 Meridian A 800	88
4.30 Travel Card 99-2	88
4.31 U01	89
4.32 U01 800	89
4.33 U02	90
4.34 U02 800	90
4.35 U03	91
4.36 U03 800	91
4.37 U04	91
4.38 U04 800	92
4.39 U05	92
4.40 U05 800	93
4.41 U06	93
4.42 U06 800	94
4.43 UTC01.....	94

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE

TABLE OF CONTENTS

	<u>Page</u>
Section 4- Rates, cont'd.	
4.44 UW02	94
4.45 UW02 800	95
4.46 UWTC01	95
4.47 Vision	96
4.48 Vision 800	96
4.49 Focus	97
4.50 Focus 80	97
4.51 Acclaim	98
4.52 Acclaim 800	98
4.53 Prime Plus	99
4.54 Prime Plus 800	99
4.55 Referral One	100
4.56 Referral One 800	100
4.57 Last Call	101
4.58 Last Call 800	101
4.59 NWOLD8.	102
4.60 NWOLD8/800.	102
4.61 Travel Card 2001.	102
4.62 NWOTC1.	103
4.63 NWOTC2.	103
4.64 NWOTC3.	103
4.65 NWOTC4.	104
4.66 NWOTC5.	104
4.67 NWOTC6.	104

Issued:

EFFECTIVE

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- | | | |
|---|---|---|
| D | - | Delete or Discontinue |
| I | - | Change Resulting In An
Increase to A Customer's Bill |
| M | - | Moved from Another Tariff Location |
| N | - | New |
| R | - | Change Resulting In A
Reduction to A Customer's Bill |
| T | - | Change in Text or Regulation
But No Change In Rate or Charge |

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

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)
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by OneStar for telecommunications between points within the state of South Dakota. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the customer, the services requested, and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to a service provided by the Company. The customer shall be responsible for all charges due for such service arrangement.

The services provided by OneStar are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the message toll services (MTS) and wide area telecommunications services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

The rates and regulations contained in this tariff apply only to the resale services furnished by OneStar and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of OneStar.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

APPLICATION OF TARIFF

The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration, or repricing of the underlying carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

As used in this tariff, the following terms shall have the following meanings:

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to OneStar's location or switching center.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide the specified communication services.

Authorization Code - A numerical code, one or more of which may be assigned to a customer, to enable OneStar to identify the origin of the customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Bandwidth - The total frequency, in Hertz, allocated for a channel.

Billing Cycle - Unless otherwise specified for a particular rate plan, a monthly period will be used as the basis for recurring charges.

Business customer - A customer who subscribes to Carrier's service in the name of a business, trade, or profession, or whose usage is associated with non-personal activities.

Carrier - OneStar Communications, LLC

Commission - Used throughout this tariff to mean the South Dakota Public Utilities Commission.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer - The person, firm, corporation or other legal entity which orders the services of OneStar or purchases a OneStar Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or OneStar - Used throughout this tariff to mean OneStar Communications, LLC, an Indiana corporation.

Dedicated Access - The customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Dialed Access - An arrangement whereby a dialed access customer uses the public switched network facilities of a local exchange carrier to access the terminal of the Carrier or a common carrier from which the Carrier acquires service.

SDPUC, PUC-SD, Commission, or PUC - South Dakota Public Utilities Commission.

Local Exchange Carrier (LEC) - The telephone company providing local phone service.

Prepaid Account - An inventory of Telecom Units purchased in advance by the customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Project Codes - A numerical code of which 1-999 may be used by the customer to identify certain departments or individual users or to allocate the cost of calls back to a client.

RespOrg - The carrier entity that has responsibility for the management of 800 numbers in the SMS/800, including maintaining customer records in the SMS/800. Also, the entity which accesses the SMS/800 to (a) search for and reserve 800 numbers; (b) create and maintain 800 number customer records, including call processing records; and (c) provide a single point of contact for trouble reporting. The SMS/800 recognizes one respOrg for each 800 number.

Service Control Point (SCP) - The real-time database system in the 800 database service network that contains instructions on how customers wish their calls to be routed, terminated, or otherwise processed.

Service Management System - The main administrative support system of 800 database service. It is used to create and update customer 800 service records that are then downloaded to SCP's for handling customers' 800 service calls. The system is also used by respOrg's to reserve and assign 800 numbers.

Subscriber - The person, firm, corporation, or other entity which utilizes service provided by the Carrier. A subscriber is responsible for the payment of charges and for compliance with all terms of Carrier's tariff.

Switched Access - The customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of South Dakota.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic.

800 Service - The terms, conditions, and rates for 800 service within this tariff include all toll-free service access codes. Toll-free service access codes currently being used are 800, 888, 877, 866, and 855; and those codes reserved for future use are 844, 833, and 822. Within this tariff the term "800 service" is the service where calls are billed to the called party.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

I.1 Description of Service

Carrier is a common carrier providing intrastate communications service to customers for their direct transmission of voice, data, and other types of telecommunications to points within the state of South Dakota.

Outbound Services - Outbound service consists of the furnishing of long distance telephone service between telephone stations located within the state of South Dakota. Such service is available twenty-four (24) hours a day, seven (7) days a week.

The Company's customers may place calls from any location in the state of South Dakota. Customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as outlined in the following Current Price List section.

Service is provided only to customers who have established an account with the Company; calls that are not identified as those of an established customer will be blocked. Access to outbound services is available to customers who subscribe to a local exchange carrier's (LEC's) end user common line service, and to their authorized users. Access is obtained by presubscription to the Company as the intrastate/interLata carrier and/or intrastate/intraLata carrier for the end user common line.

Outbound calls are originated over LEC-provided public switched facilities (Feature Groups) or dedicated access lines (DAL's) and routed over the OneStar network. The calls are terminated on the LEC-provided public switched network (Feature Groups).

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.1 Description of Service

Inbound Services - Inbound services allow callers located in the state of South Dakota to place toll-free calls to the customers by dialing an assigned telephone number in the toll-free area codes. Calls may be terminated either to the customer's local exchange telephone service or to a dedicated access line (DAL). Such service is available twenty-four (24) hours a day, seven (7) days a week.

Customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as outlined in the following Current Price List section.

Inbound service is provided only to customers who have established an account with the Company. Calls made to an entity not identified as an established customer will be blocked. Access to inbound service is available to customers who subscribe to a local exchange carrier's (LEC's) end user common line service, and to their authorized users. Access is obtained either by presubscription to the Company as the intrastate/interLata carrier and/or the intrastate/intraLata carrier for end user common line.

Travel Card Services - Travel Card Service consists of the furnishing of long distance telephone service between telephone stations located in the state of South Dakota. Such service is available twenty-four (24) hours a day, seven (7) days a week.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.1 Description of Service

The Company's customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as outlined in the following Current Price List section. Service is provided only to customers who have established an account with the Company; calls not identified as those of an established customer will be blocked. Travel Card service is either flat or banded as outlined in the Current Price List section.

Access to travel card service is available to customers who subscribe to the Company's service and dial an authorization code assigned to the customer by the Company.

Prepaid Calling Card Service

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase OneStar Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. OneStar Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. OneStar Prepaid Calling Card service is accessed using the OneStar toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. OneStar's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's OneStar Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.1 Description of Service

In order to continue the call, the customer can either call the toll-free number on the back of the OneStar Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the OneStar Prepaid Calling Card is insufficient to continue the call and the customer fails to enter the number of another valid OneStar Prepaid Calling Card prior to termination.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for OneStar Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the customer must notify the Company at the designated toll-free customer service number printed on the OneStar Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to an OneStar Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to OneStar Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.1 Description of Service

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

Wholesales Services - Wholesale service is an outbound and inbound service provided to long distance resellers on a wholesale basis. Resellers are the Carrier's customers. The customers in turn sell service to end users.

Outbound services consist of the furnishing of long distance telephone service between telephone stations located within the state of South Dakota. Such service is available twenty-four (24) hours a day, seven (7) days a week.

Outbound calls may be placed from any location in the state of South Dakota. Outbound wholesale services are provided only to customers who have established an account with the Carrier; calls that are not identified as those of an established customer will be blocked. Outbound calls are originated over LEC-provided public switched facilities (Feature Groups) or dedicated access lines (DAL's) and routed over the OneStar network. The calls are terminated on the LEC-provided public switched network (Feature Groups).

Inbound wholesale services allow callers located in the state of South Dakota to place toll-free calls to the customer by dialing an assigned telephone number in the toll-free area codes. Calls may be terminated either to the customer's local exchange telephone service or to a dedicated access line (DAL). Such service is available twenty-four (24) hours a day, seven (7) days a week. Inbound wholesale services are provided only to customers who have established an account with the Carrier. Calls made to an entity not identified as an established customer will be blocked.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.1 Description of Service

Inbound service calls use the LEC-provided public switched network (Feature Groups) to originate the calls placed to the toll-free customer. The calls are then routed over the OneStar network and terminated on the LEC-provided public switched network (Feature Groups) to the customer's specified terminating number).

The Carrier's wholesale customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as set forth in the current price list. Wholesale services are either flat or banded as outlined in the current price list.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.1 Description of Service

1.1.2 Timing of Calls

- 1.1.2.A All calls are timed by the Carrier in one-tenth of a minute increments. All calls which are fractions of a minute are rounded up to the next tenth of a minute increment. Timing begins at the "starting event" and ends at the "terminating event" unless otherwise specified. Time between the starting event and the terminating event is the call duration, subject to upward rounding.
- 1.1.2.B The starting event occurs when the answer supervision signal is returned to the Carrier's switch by the LEC tandem.
- 1.1.2.C The terminating event occurs when the Carrier's switch receives an on-hook (release) supervisory signal from the LEC that the calling party has hung up.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.1 Description of Service

- 1.1.2.D Completed calls are timed from the starting event to the terminating event.
- 1.1.2.E When the total for all computed call charges includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.1 Use of Services

- 2.1.1 OneStar's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set for in this section.
- 2.1.2 The use of OneStar's services to make calls which might reasonable be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonable interfere with use by others is prohibited.
- 2.1.3 The use of OneStar's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.1.4 OneStar's services are available for use 24 hours per day, seven days per week.
- 2.1.5 OneStar does not transmit messages, but the services may be used for that purpose.
- 2.1.6 OneStar's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.1.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.1 Use of Services

- 2.1.8 The customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.1.9 The customer obtains no property right or interest in use of any specific type of facility, service, equipment, number, process, or code. All right, title, and interest to such items remains, at all times, solely with the Carrier.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.2 Limitations on Services

- 2.2.1 Service is offered by the Carrier subject to the availability of necessary facilities and/or equipment, including facilities or equipment to be provided by Carrier, underlying and connecting carriers, and local exchange carriers.
- 2.2.2 The Carrier reserves the right to discontinue furnishing service upon written notice when necessitated by conditions beyond its control or when the customer is using the service in violation of the provision of this tariff or in violation of the law.
- 2.2.3 Title to all facilities provided by the Carrier under these regulations remains with the Carrier.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for claims of loss, expense, or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity), or transmission provided under this tariff if caused by any person or entity other than the Company; by any malfunction of any service or facility provided by any other carrier; by an act of God, fire, war, civil disturbance, act of government, or by any other cause beyond the Company's direct control.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.3 Liability of the Company

- 2.3.2 The Company shall not be liable for and shall be fully indemnified and held harmless by customer and subscriber against any claim, loss, expense, or damage (including indirect, special, or consequential damage) for defamation, libel, slander; invasion or 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 out of the material, data, information, or other content revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the customer or subscriber; or for any personal injury or death of any person 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 negligence of the Company.
- 2.3.3 The Company shall not be liable for any defacement of or damages to the premises of a customer or subscriber resulting from the furnishing of service which is not the result of the Company's negligence.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.3 Liability of the Company

- 2.3.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity), or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the customer or subscriber for the period of service or facility usage during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.
- 2.3.5 All other claims arising out of any act or omission of the customer or any person utilizing the customer's codes, services, or facilities, with or without the consent of the customer, in connection with any service, equipment, or facilities provided by the Carrier.
- 2.3.6 The Company's liability, if any, with regard to the delayed installation of the Company facilities or commencement of services shall not exceed \$500.00 irrespective of the circumstances. With respect to any other claim or suit, by a customer or by any others, for damages associated with the

Issued:
By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.3 Liability of the Company

ordering (including the reservation of any specific number for use with a service and/or advertising expenses related to such number), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this tariff, the Company's liability, if any, shall not exceed \$500.00 irrespective of the circumstances.

2.3.7 Where any claim arises out of the Company's acting as a respOrg, or performing SMS respOrg changes, or where any claim arises out of any and all failings by the Company in connection with the provision of toll-free service to the customer, including where the Company's toll-free service is not made available on the date committed to the customer, or cannot otherwise be made available after the Company's acceptance of the Customer, or the number or numbers are not included in the Toll-Free Service Directory or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and documented in writing by the customer as the direct result of such failure or failures; or (b) the sum of \$500.00.

2.3.8 The Company shall not be liable at all for the use, misuse, or abuse of a customer's toll-free service by third parties including, without limitation, the customer's employees or members of the public who dial the customer's toll-free number by mistake. Compensation for any injury the customer may suffer due to the fault of people or entities other than the Company must be sought from such other parties.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.3 Liability of the Company

2.3.9 Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by the Company, shall give any customers who have reserved toll-free numbers hereunder of customers who subscribe to and use the company's toll-free services, or their transferees or assignees, any ownership interest or proprietary right in any particular toll-free service number.

2.3.10 Customers (including carrier customers) are prohibited from using any telephone numbers beginning with a toll-free service code, or any other number advertised or widely understood to be toll-free, in a manner that would result in (a) the calling party or the subscriber to the originating line being assessed any fee or charge by virtue of completing the call; (b) the calling party being connected to a pay-per-call service; (c) the calling party being charged or conveyed information during the call unless the calling party has a presubscription or comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data services, simultaneous voice conversion services, or products. The customer shall be afforded a period of no less than five (5) days and no more than fourteen (14) days during which a violation may be brought into compliance. Toll-free service not in compliance with the Company's rules and regulations as found in this tariff at the expiration of such period may be terminated immediately by the Company, without incurring any liability and without notice to the customer.

2.3 **Liability of the Company**

2.3.11 The Company's services are furnished upon the condition that the customer obtains adequate facilities to permit the use of said service without injurious effects upon it, the Company, or any service rendered by the Company. The customer must obtain an adequate number of access lines associated with the Company's services to handle the customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company taking into account (1) call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling periods. The customer is required to designate and provide to the Company a working telephone number with enough capacity to handle the traffic. The Company will not be responsible or liable for uncompleted calls or for problems with the working telephone number or insufficient capacity or number of lines at the working telephone number designated by the customer. The Company, without incurring any liability, may disconnect or refuse to furnish the Company's services to any customer that fails to comply with these conditions. The customer will be responsible for all charges incurred as well as any access charges the Company may incur as a result of the customer's's failure to comply within these rules and regulations.

Issued
By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

14 Responsibility for Charges

The customer is responsible for all calls placed using any authorization code assigned to the customer, using any direct connect facilities utilized by the customer, and any calls using switched access facilities placed from the customer's premises. Upon knowledge of facts which would alert a reasonable person to the possibility an unauthorized person is using the customer's authorization code, the customer shall alert and give notice to the Carrier of such fact. Customer shall be excused from liability only with respect to such calls placed after receipt by the Carrier of such notice. Customer shall at all times remain liable for calls placed over direct connect facilities utilized by the customer and for calls using switched access facilities placed from the customer's premises.

EFFECTIVE:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

2.5 Termination or Denial of Service by Carrier

The following rules will govern termination or denial of service by the Carrier, unless inconsistent with any rule, order, or regulation of the PUC-SD. In the case of any inconsistency, the rule, order, or regulation of the PUC-SD or other provisions of law, shall prevail.

- 2.5.1 The Carrier may immediately and without notice to the customer, without liability of any nature, temporarily deny, terminate, or suspend service to any customer in the event such customer or his agent interferes with use of Carrier's service by other customers of the Carrier, unreasonable places capacity demands upon Carrier's facilities or service, or violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications, or otherwise fails to comply with the provisions of this tariff or applicable law.
- 2.5.2 The Carrier may require potential customers to provide information pertaining to their financial ability to pay for service. Potential customers whose credit history is not acceptable to the Carrier or is not a matter of general knowledge may be denied service.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.5 Termination or Denial of Service by Carrier

2.5.3 In the event a customer fails to pay any bill rendered by the Carrier, relating to regulated telephone service, or fails to pay any deposit required by the Carrier relating to regulated service, the Carrier may terminate service until the bill rendered or the required deposit has been paid.

2.5.3.A Forty-eight hours after written notice is received by the customer or its responsible agent demanding payment of the amount due or the required deposit, and such payment or deposit is not received by Carrier within 48 hours of receipt of such notice by the customer or its responsible agent.; or

2.5.3.B Five days after written notice is mailed to the customer at the billing address maintained by the Carrier for the customer demanding payment of the amount due or the required deposit and such payment or deposit is not received by Carrier within five days of mailing such notice.

2.5.3.C The notice specified in 2.5.3.A and 2.5.3.B above shall inform the customer that service will be terminated without further notice if the specified payment or deposit is not received within 48 hours or five day period, whichever is appropriate.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.6 Termination by Customer

Service may be terminated by the customer at any time, subject to payment in full of all charges for the period service is rendered. If termination occurs within the initial contract period, charges apply to the full initial contract period.

2.7 Initial Contract Period

The initial contract period for service is one month. Thereafter, contract periods shall be for successive one-month periods.

2.8 Payment, Billing, and Deposits

The following rules will govern payment, billing, and deposit practices of the Carrier unless inconsistent with any rule, order, or regulation of the PUC-SD. In the case of any inconsistency, the rule, order, or regulation of the PUC-SD or other provision of law shall prevail.

2.8.1 Payment and Billing

- 2.8.1.A The Company requires advance payments for recurring and non-recurring charges. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.8 Payment, Billing, and Deposits

- 2.8.1.B Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.8% per billing cycle or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.8.1.C The customer is responsible for payment of all charges for service furnished to the customer as well as to all persons using the Customer's codes, premises, or facilities, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the Responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to and must be paid by the customer. Recurring charges, deposits, and non-recurring charges are billed in arrears. The initial billing for a business customer may, at Carrier's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.8 Payment, Billing, and Deposits

- 2.8.1.D All bills are presumed accurate and shall be binding on the customer unless objection is received by the Carrier in writing within 25 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Carrier in writing within 25 day period.

- 2.8.1.E The customer may withhold payment for billing amounts objected (i.e. amounts associated with the objection that are set out in writing to the Carrier). The customer may telephone the Carrier, but doing so will not preserve his or her rights. Full payment will be required for all amounts not objected. Any payment due following resolution of the objection shall be due forthwith.

- 2.8.1.F Carrier shall be entitled to revise bills previously rendered to adjust for previously unbilled service or adjust upward or downward a bill previously rendered for a period equivalent to the applicable contract law statute of limitations.

Issued:

EFFECTIVE:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

2.8 Payment, Billing, and Deposits

2.8.3 In the event a customer accumulates charges 60 days past due for services rendered by the Carrier, as respOrg of the customer's toll-free service, the Carrier reserves the right not to honor that customer's request for a respOrg change and the Carrier reserves the right not to honor that customer's request for a change to another common carrier until such past due charges are paid in full.

2.8.4 Applicants or customers whose financial condition is not acceptable to Carrier may be required at any time, at Carrier's option, to make a deposit in an amount equaling up to two months' actual or estimated charges for the regulated services. Interest shall be paid on deposits at the rate of seven percent per year. Upon termination of service and receipt of the final payment, or at the end of one year when the customer has paid bills for service without having service disconnected for nonpayment and without receiving three or more disconnection notices, the deposit with accrued interest, or the balance, if any, in excess of the unpaid bills for service furnished by the Carrier, shall be refunded or credited to the customer's final bill. The customer shall choose the form of the refund.

Carrier may at any time increase the deposit to be posted by the customer to reflect actual or anticipated increases in the customer's billing.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.9 Term Agreements

Term agreements are available for one or two year periods. At the end of the term period, the term agreement will continue on a month-to-month basis until terminated by the customer or OneStar. Thirty days written notice is required to terminate such agreement. In the event that the customer terminates service with OneStar prior to the end of such term period, the customer will be billed a penalty according to the guidelines of the term agreement. Any penalties will be billed to the customer upon termination of the agreement. The customer may terminate the agreement without penalty only upon an increase of rate by the Carrier. The customer has a period of time to provide written notice to the Carrier of their desire to cancel without incurring any penalty. The period of time allowed is specified in the term agreement.

Term Agreement III Guidelines - Customers committing to a specified monthly usage level will receive discounts according to the monthly usage commitment discount schedule listed below. If a customer's monthly usage level is greater or lower than the agreed to monthly usage level, the discount assigned to the agreed to monthly usage level will apply. At the initiation of the term agreement, the customer must indicate the total number of outbound access lines and toll-free numbers to covered by the agreement. In the event that the customer terminates service with OneStar prior to the end of such term period, the customer will be billed a \$20.00 penalty per month for each toll-free number covered at the initiation of the term agreement. Such penalties will be billed in their entirety directly to the customer upon termination of the agreement. The customer may terminate the agreement without penalty upon an increase of rate by the Carrier if they provide written notice to the Carrier of their intent to cancel within 30 days of the increase.



Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.9 Term Agreements**Monthly Usage Commitment Discount Schedule**

\$ 0 - \$ 100.99	0%
\$ 101.00 - \$ 200.99	10.0%
\$ 201.00 - \$ 300.99	12.5%
\$ 301.00 - \$ 500.99	15.0%
\$ 501.00 - \$ 750.99	17.5%
\$ 751.00 - \$ 1000.99	20.0%
\$ 1001.00 - \$ 1500.99	22.5%
\$ 1501.00 - \$ 2000.99	25.0%
\$ 2001.00 - \$ 2500.99	27.5%
\$2501.00 +	30.0%

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.11 Inspections, Testing, and Adjustment

2.11.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation, or maintenance of the customer's or the Carrier's equipment or connecting facilities. The Carrier may interrupt service at any time, without penalty or liability to itself, where necessary to prevent improper use of service, facilities, or connections.

Approved:
By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.11 Inspections, Testing, and Adjustment

2.11.2 Upon reasonable notice, the facilities provided by the Carrier shall be made available to Carrier for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Carrier. No interruption allowance will be granted for the time during which such tests and adjustments are made unless such interruption exceeds twenty-four hours in length.

2.12 Interconnection

2.12.1 Service furnished by the Carrier may be interconnected with services or facilities of other authorized communications common carriers, with underlying carriers, and with private systems subject to technical limitations established by the Carrier. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Carrier and other participating carriers shall be provided at the customer's expense.

2.12.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs.

2.13 Liability of Customer

2.13.1 The Carrier shall be indemnified and held harmless by the customer against:

2.13.1.A Claims for liable, slander, harassment, improper use of telecommunications service or facilities; infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the Carrier's facilities; and

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

~~EFFECTIVE:~~

2.13 Liability of Customer

2.13.1.B Claims for patent infringement arising from combining or connecting the Carrier's equipment or facilities with apparatus and systems of the customer; and

2.13.1.C All other claims arising out of any act or omission of the customer or any person utilizing the customer's codes, services, or facilities, with or without the consent of the customer, in connection with any service, equipment, or facilities provided by the Carrier.

2.13.2 The customer shall indemnify and hold the Carrier harmless from and against all claims, demands, losses, or liabilities, including, but not limited to, fees and expenses of counsel arising out of any damage to business or property or injury to or death of any person occasioned by or in connection with any act or omission of the customer or of any person utilizing the customer's codes, service, equipment, or facilities, with or without the consent or knowledge of the customer.

2.14 Location of Service

The Company will provide service to Customers within the State of South Dakota.

2.15 Local Charges

In those instances where customer places a call on a non-feature group line, customer may be billed by the local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.16 Rate Centers

Each customer will have a designated primary calling number which will be the local telephone number assigned by the exchange carrier for the location from which the customer places the majority of his calls over the carrier's system. Such number shall be associated with one of the Carrier's Rate Centers. Such Rate Center shall be the "Customer's Rate Center" for purposes of this tariff. The customer's calls will be accepted only by the Carrier's terminal serving the Customer's Rate Center. The serving central office "V" and "H" coordinates are used to determine originating and terminating mileage.

2.17 Provision of Bills

Customer shall receive a single copy of invoices or billing statements following conclusion of each billing cycle. Duplicate copies will be provided on reasonable request at a charge of 15 cents per page of the bill provided.

2.18 Provision of Equipment

The customer is responsible for the provision of customer premises equipment of a type acceptable to the Carrier.

2.19 Billing Entity Conditions

When billing functions on behalf of OneStar or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. OneStar's name and toll-free telephone number will appear on the customer's bill.

2.20 Operator Service

- A The Company will provide operator Service in accordance with the rules set forth by the Commission.
- B The operator will audibly and distinctly identify the Company to the end user upon initial contact at the beginning of the operator-assisted call and before the caller incurs any charge for the call.
- C The Company will provide location owners with consumer information material which is to be displayed prominently at all locations. Any

Approved
By

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.20 Operator Service

- violation of this provision may result in disconnection of service.
- D. The following information will be contained in the Company's consumer information materials to be displayed at all traffic aggregator locations:
1. The name of the Company.
 2. The Company's toll free customer service number for information on rates, services, and complaint procedures.
 3. Instructions allowing the customer to reach the LEC or other interexchange carriers, without charge.
- E. All "0-" calls will automatically be routed to the LEC, even if the customer has dialed an access code in order to make the off-premises call.
- F. All "911" calls will automatically be routed to the local emergency center, even if the customer has dialed an access code in order to make the off-premises call.
- G. The Company will not engage in call splashing, unless the caller requests to be transferred to another OSP. The caller will be informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and must consent prior to the transfer.

The following per call charges are applicable to operator assisted services:

Customer Dialed Calling Card Station:	
Customer Dialed/Automated	\$1.50
Customer Dialed & Operator Assisted	\$2.25
Customer Dialed-Operator Must Assist	\$1.50
Operator Dialed Calling Card Station:	\$2.25
Operator Station:	
Collect	\$2.05
Billed to Third Party	\$2.11
Sent Paid-Non Coin	\$2.05
Sent Paid-Coin	\$1.75
Person-to-Person	\$3.50
Operator Dialed Surcharge	\$1.00

The following rates are the current rates per minute applicable to operator assisted services in addition to the applicable charges stated above:

Day	Evening	Night/Weekend
\$.3500	\$.3000	\$.2500

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE

SECTION 3 - RATES AND CHARGES

3.1 Regulations and Computation of Mileage

3.1.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during difference segments of the call.

3.1.2 All times refer to local time.

3.1.3 All calls are rated between the originating point and terminating point.

3.1.3.A Originating Point: A customer's primary local exchange number is in an NXX specified as being associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center servicing central office.

3.1.3.B Terminating Point: The terminating point for all calls shall be the location of the local serving central office associated with the called number.

3.1.4 Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each point and contained in Bell Communications Research NPA-NXX V&H Coordinate Tape as published by AT&T from time to time.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

7100 Eagle Crest Boulevard
Evansville, Indiana 47715
(800) 482-0000

Any objection to billed charges should be reported promptly to OneStar or its billing agent. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A customer who is unable to resolve a billing dispute with the Company may contact the Commission by telephone at 1-800-342-3552 to intervene in the billing dispute.

3.3 Time Periods Defined

3.3.1 Business Day: 8:00 a.m. - 4:59 p.m.
Monday - Friday

3.3.2 Evening: 5:00 p.m. - 10:59 p.m.
Sunday - Friday, Holidays*

3.3.3 Night/Weekend: 11:00 p.m. - 7:59 p.m.
All days
8:00 a.m. - 10:59 p.m.
Saturdays
8:00 a.m. - 4:59 p.m.
Sundays

*Unless a lower rate applies according to the time of day.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

~~EFFECTIVE:~~

3.3 Time Periods Defined

3.3.4 Peak: 8:00 a.m. - 4:59 p.m.
Monday - Friday

3.3.5 Off-Peak: 5:00 p.m. - 7:59 a.m.
All days
8:00 a.m. - 4:59 p.m.
Saturday, Sunday, Holidays

3.3.6 Holidays include Christmas Day, New Year's Day, Independence Day,
Labor Day, and Thanksgiving Day.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE 10/1/13

14 Reconnection Charge

Any customer whose service is disconnected for nonpayment will incur a reconnection charge in order to have their service reconnected:

\$20.00 per reconnection per account.

15 Association Programs

Programs are available to organizations (generally chambers, clubs, trade associations, buying groups, etc.) Whereby that association chooses OneStar service and also makes it available to its members. Each member wishing to have the Carrier's service is then set up on the association's program. All members will receive a monthly bill for which they are responsible. Each member will be individually evaluated, and all credit and collections functions will be based upon the individual's account. The associations will be set up on one of the following association programs:

Group Call 98-A - A program whereby the association agrees to become active participants in marketing the Carrier's service to its members. They agree to direct mail, presentations at group functions, announcements in publications, and providing the Carrier with member listings, etc. In addition, the association will provide a statement, on letterhead and signed, noting their level of participation and number of members eligible. The association may be asked to periodically review and confirm this list. The members may choose from select programs. The association may be on select programs; and they will receive the following residual:

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.5 Association Programs

\$ 0.00 - \$ 2500.99	1%
\$ 2501.00 - \$ 5000.99	2%
\$ 5001.00 - \$ 7500.99	3%
\$ 7501.00 - \$ 10000.99	4%
\$ 10001.00 - \$ 12500.99	5%
\$ 12501.00 - \$ 15000.99	6%
\$ 15001.00 - \$ 17500.99	7%
\$ 17501.00 +	8%

The residual accrues monthly and is paid by check directly to the association on a quarterly basis. The residual is based on the total monthly usage of all members, calculated according to the corresponding residual schedule. Each member will be assigned a corporate account number to ensure their usage is accumulated as a group and applied to their association. All minimum usage fees associated with the applicable rate programs, with the exception of the Minimum Usage Charge listed in the Rates and Charges section, will be waived.

Group Call 98-B - A program whereby the association agrees to the use of their name in marketing the Carrier's service to their members, but they do not take an active role in the marketing. In addition, the association will provide a statement, on letterhead and signed, noting their level of participation and number of members eligible. The members may choose from select programs. The association may be on select programs; and they will receive the following residual:

By: _____

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE: _____

3.5 Association Programs

\$ 0.00 - \$ 2500.99	.5%
\$ 2501.00 - \$ 5000.99	1.0%
\$ 5001.00 - \$ 7500.99	1.5%
\$ 7501.00 - \$ 10000.99	2.0%
\$ 10001.00 - \$ 12500.99	2.5%
\$ 12501.00 - \$ 15000.99	3.0%
\$ 15001.00 - \$ 17500.99	3.5%
\$ 17501.00 +	4.0%

The residual accrues monthly and is paid by check directly to the association on a quarterly basis. The residual is based on the total monthly usage of all members, calculated according to the corresponding residual schedule. Each member will be assigned a corporate account number to ensure their usage is accumulated as a group and applied to their association. All minimum usage fees associated with the rate programs applicable, with the exception of the Minimum Usage Charge listed in the Rates and Charges section, will be waived.

Issued:
By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.5 Association Programs

Employee Advantage 98 - A program whereby the association agrees to become active participants in marketing the Carrier's service to their members. They agree to include OneStar information in pay envelopes, postings on bulletin boards, presentations during staff meetings, announcements in company flyers, and provide a location for the display of OneStar literature, etc. In addition, the association will provide a statement, on letterhead and signed, outlining their level of participation, number of employees eligible, and an agreement to review and confirm a list of employees choosing the Employee Advantage 98 Program. The association agrees to confirm the list in writing on a quarterly basis. The association can be on select programs; and they will receive a 5% discount, which will apply up to a maximum discount of \$100.00, on intrastate, interstate, 800, international, travel card, and directory assistance calls on a monthly basis. In order for the association to receive the 5% discount, total member net monthly usage must equal \$100.00 or more. Additionally, each member may be on select programs. No special or promotional discount programs may be used with the Employee Advantage 98 Program. All minimum usage fees associated with the applicable rate programs, with the exception of the Minimum Usage Charge listed in the Rates and Charges section, will be waived.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE

3.5 Association Programs

Group Call Advantage- A program whereby the association agrees to become active participants in marketing OneStar service to their members. They agree to include OneStar information in pay envelopes, postings on bulletin boards, presentations during staff meetings, announcements in company flyers, and provide a location for the display of OneStar literature, etc. In addition, the association will provide a statement, on letterhead and signed, outlining their level of participation, number of employees eligible, and an agreement to review and confirm a list of employees choosing the Group Call Advantage program. The association agrees to confirm the list in writing on a quarterly basis. The association can be on select programs. Additionally each member may be on select programs. The association will receive a 10% residual. The residual accrues monthly and is paid by check directly to the association on a quarterly basis. Each member will be assigned a corporate account number to ensure their usage is accumulated as a group and applied to their association. All minimum usage fees associated with the rate program applicable, with the exception of the Minimum Monthly Usage Charge listed in the Rates and Charges section will be waived.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.6 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

Directory assistance calls will be provided at \$1.99 per call.

1.7 Emergency Call Handling Procedures

Emergency calls are calls regarding threats to life or destruction of property and require calls to police or fire department. Such calls are permitted at no charge. If such a call should become necessary through the Carrier's network, the customer may notify the Carrier's office through the local number or the toll-free number, 1-800-482-0000, and a credit will be issued.

1.8 Promotional Offerings

The Company may offer approved special promotions of new or existing services or products for limited time periods as approved by the Commission. These promotions will include specific tariffed starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis. All such tariffed promotions must be approved by the Commission and must state exactly what charges are being reduced or waived, who is eligible, and what Customers have to do to be eligible.

By:

By: Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.9 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including, but not limited to, sales taxes, use taxes, gross receipts taxes, personal property and municipal utilities taxes, are billed separately and are not included in the rates quoted herein.

Customer shall be responsible for and shall pay all applicable federal, state, and local taxes or surcharges, including, but not limited to, sales, use, excise, personal property and gross receipts taxes. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings and gross receipts taxes.

3.10 Dishonored Payment Charge

Customers whose payment is returned for insufficient funds, rejected for inactive account, or otherwise not processed for payment as promised by the Customer will be subject to a \$20.00 charge. Such charge will be applicable on each occasion when the Company is unable to process such payment.

3.11 800 Tailored Call Coverage

When a customer chooses to be set up on a OneStar 800 sales program and wishes to have area code programming, they will incur an initial activation fee for this service. They will also incur a monthly administration fee for this service. Any time the customer wishes to have changes made to the area code programming they will incur an additional programming charge. If the sales program that the customer is on has a monthly fee associated with it, that fee will be waived and only the \$7.50 fee associated with 800 Tailored Call Coverage will apply. The fees are as follows:

Initial Activation Fee	\$15.00
Monthly Administration Fee	\$ 7.50
Programming Change Fee	\$15.00

By: _____
Date: _____

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.12 Computation of Discounts

Discounts apply to a customer's usage when there is a program contract of either a volume or fixed discount. The discount percentages vary by rate program and customer usage and are applied as specified below.

A customer may qualify for a volume discount as specified in the Current Price List section. The combined total usage of the customer's month-end, month-end interstate, international, travel card, and directory assistance calls determines the volume discount level which will be applied to their toll-free and interstate usage. No discounts will be applied to their directory assistance, month-end, international, or travel card usage.

A customer may qualify for a fixed discount as specified in the Current Price List section. The applicable discount will be applied to the customer's month-end interLata, interstate and S00. No discounts will be applied to the directory assistance, international, or travel card usage.

3.13 Validated Project Codes

When a customer chooses to have validated project codes set up for their Onestair account(s), he or she will incur a fee for this service. When the validated project codes are set up in existing tables, they will incur charges according to the Existing Tables charges listed below. When the validated project codes are set up in special tables which must be created, they will incur charges according to the Special Tables charges listed below.

Issued:

By:

Ami Lammert, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

11/01/01

3.13 Validated Project Codes

The fees are as follows:

Existing Tables

Initial Installation Fee	\$ 5.00
Monthly Administration Fee	\$ 5.00
Table Change Fee	\$ 5.00

Special Tables

Initial Installation Fee	\$20.00
Monthly Administration Fee	\$ 7.50
Table Change Fee	\$ 5.00

3.14 Conference Calling

Conference Calling service is available 24 hours a day, seven days a week to all OneStar customers. Conference Calling charges are included in the customers' monthly OneStar invoices and will be billed for the minutes of usage each time the service is used. The customer may conduct a conference call by using one of the following services. A variety of optional features is also available, upon request, for a nominal charge.

Conference Calling Services:

Operator Assisted Dial Out - Teleconference Coordinators will dial out to the host's list of participants prior to the start of the call, greeting them and placing them into the conference. Teleconference Coordinators are available throughout the entire conference, if needed, and long distance charges are included.

Dial In Meet-Me - Participants dial a preassigned conference call number that allows them to utilize their own long distance provider. Teleconference Coordinators are available throughout the entire conference, if needed.

Dial In 800 Meet-Me - Participants dial a preassigned 800 number to access the conference call. With this option, long distance charges are included and Teleconference Coordinators are available throughout the entire conference, if needed.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.14 Conference Calling

Passcode Meet-Me - Participants can access the conference call automatically without the assistance of a Teleconference Coordinator by entering a preassigned passcode upon dialing in. Teleconference Coordinators are available throughout the entire conference, if needed.

800 Passcode Meet-Me - Participants dial a preassigned 800 number to access the conference call. At the time of the call, after dialing the 800 number, participants enter the passcode and will immediately be connected to the other individuals on the call. Teleconference Coordinators are available throughout the entire conference, if needed.

OneStop Toll Conferencing - Customer is issued a passcode which allows him or her to arrange and participate in conference calls 24 hours a day, seven days a week without a reservation. Participants are admitted by dialing a toll number and then entering the passcode.

OneStop Toll-Free Conferencing - Customer is issued a passcode which allows him or her to arrange and participate in conference calls 24 hours a day, seven days a week without a reservation. Participants are admitted by dialing a toll-free number and then entering the passcode.

<u>Conference Calling Service</u>	<u>Charge Per Minute</u>
Operator Assisted Dial Out	\$.3900
	\$2.00 per line set-up charge
Dial In Meet-Me	\$.2800
Dial In 800 Meet-Me	\$.3900
Passcode Meet-Me	\$.2500
800 Passcode Meet-Me	\$.3600
OneStop Toll Conferencing	\$.2200
	\$5.00 per month fee per passcode
OneStop Toll-Free Conferencing	\$.3000
	\$5.00 per month fee per passcode

*All conference calls are billed in full minute billing increments.

Issued:

EFFECTIVE:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

3.14 Conference Calling

Enhanced Services:

Operator Monitoring/Polling/Queuing:

Operator Monitoring - An operator will direct his/her full attention to the monitoring of an entire single conference so he/she will be immediately available to manage any request or special instructions that may be directed to him/her from the meeting.

Polling - Polling allows the host to ask a series of questions of the participants. The host may ask a yes/no or multiple choice (up to nine) question. Parties respond by pressing appropriate digits on the keypad. The total number of responses for each question is recorded and the results can be printed for the host.

Queuing - The moderator has the ability to control a question and answer session by allowing conference participants to "queue up" for a question using their touch-tone phones.

Broadcast Fax - Customers receive immediate, automatic, and simultaneous distribution of a document to multiple sites via fax.

Participant List - List of all participants faxed or mailed to the host after the conference.

Prenotification (voice or fax) - A customized conference call notification form will be faxed to individuals the host requests to be on the conference call. The form requests each participant to notify the host of their attendance. The form also provides critical information, such as date of call, time of call, and the dial-in number, along with helpful hints on how to make the call a success. Participants may also be notified verbally.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE

3.14 Conference Calling

Fax Confirmation - After making a reservation, the host is provided with a fax confirmation of the reservation.

Conference Recording - A 90-minute cassette tape is made of the conference and sent via regular mail. Additional copies are available.

Conference Transcription/Transcript Copies - The entire content of a conference can be transcribed and provided to the host and/or participants. This transcription can be in a written format or on a disk in a number of software formats.

Digital Conference Playback - Allows the customer to have many callers simultaneously dial into a single phone number at any time, to listen and respond to a digital recorded message or to listen to a conference call that they could not attend. Capabilities, such as fast forward, rewind, and pause, are available to all participants via remote access.

Fax on Demand - Using a touch-tone menu, participants can order documents to be faxed to them at any location, immediately, 24 hours a day, seven days a week.

<u>Feature</u>	<u>Charge</u>
Operator Monitoring/ Polling & Queuing	\$.07 per minute per location
Broadcast Fax	\$.50 per minute with \$7.50 set-up
Participant List	\$1.50 per request
Prenotification	\$1.50 per notification (voice or fax)

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.14 Conference Calling

Fax Confirmation	\$.75 per request
Conference Recording	\$15.00 per 90-minute cassette
Conference Transcription	\$50.00 per transcribed hour (transcribed hour =15 minutes talk time)
Transcript Copies	\$15.00 per copy
Digital Conference Playback	\$20.00 set-up; \$.28 per minute per location for Dial In Meet-Me; \$.42 per minute per location for Dial In 800 Meet-Me
Fax on Demand	\$.45 per minute inbound; \$.55 per minute outbound

Additional Services Provided at No Cost:

Broadcast/Listen Only - Dedicated speaker(s) can hear and be heard. Remaining participants are in a listen-only mode.

Conference Security - A password is distributed to conference participants in advance.

On-Hold Music - Participants are placed on hold and in music status.

Operator Assistance - Operator can be recalled into conference by pressing star zero (*0).

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.14 Conference Calling

Standing Reservation - A reservation automatically made for certain times (e.g. the first Tuesday of every month).

Subconferencing - Participants are separated into designated groups for private meetings and can regroup as needed throughout the conference

3.15 National 800 Electronic Listing

Customers choosing to have their toll-free number listed in the National 800 Electronic Service Directory will incur an initial activation fee and a monthly administration fee for this service. The fees are as follows:

Initial Activation Fee	\$17.00
Monthly Administration Fee	\$15.00

3.16 Shared 800 Number Program

Shared 800 Number is a program available to customers wishing to obtain a toll-free number. The customer will have the same toll-free number as other Shared 800 customers located within the same geographical location of Carrier's terminal. For customers in the state of South Dakota, the toll-free number is 1-800-419-2315.

Shared 800 customers will be assigned one 4-digit Personal Identification Number (PIN) which must be used when dialing the toll-free number. Additional PIN's are available upon request. Depending upon the number of additional PIN's requested, a monthly fee may apply.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.16 Shared 800 Number Program

Shared 800 numbers cannot have designated areas of service, be ported to another carrier, or be included in the National 800 Electronic Listing. The Shared 800 program can be used in combination with any OneStar 800 sales program. Any recurring monthly fees associated with the 800 sales program chosen will be waived for Shared 800 customers.

The fees are as follows:

Up to Two PIN's	No cost
Each Additional PIN	\$5.00 monthly fee

3.17 Wholesale Service

Wholesale service is available to customers who resell large volumes of long distance inbound and outbound telephone service.

Following are fees and charges associated with the wholesale service program:

Directory Assistance for UW02	
Rate Program	\$.65

3.18 Travel Call Surcharge

The customer will incur a \$.20 surcharge when placing a travel card call.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE

3.19 Minimum Monthly Usage Charge

Beginning with the customer's second billing cycle, a \$3.00 Minimum Monthly Usage Charge will apply in addition to any monthly fees applicable to the customer's chosen rate program. The Minimum Monthly Usage Charge will apply to all invoices where the long distance call usage does not equal or exceed \$3.00. The charge will be an amount equal to the difference between the long distance call usage and \$3.00. The Minimum Monthly Usage Charge does not apply to dedicated or wholesale rate programs.

3.20 Call Minimum and Rounding Increments

For the first two billing cycles, the customer is subject to the lower call minimum and billing increment combination listed with the customer's individual rate program description listed in the following section. Beginning with the customer's third billing cycle and continuing thereafter, based on the customer's previous month's call cost, the customer's calls will be subject to a sixty (60) second minimum and sixty (60) second billing thereafter if the customer's usage is less than \$20.00 or more per month. If the customer's usage is \$20.00 or more per month, the call minimum and rounding increment will decrease to a lower call minimum and billing increment combination specified in the customer's individual rate program description which is outlined in the following section. The wholesale, dedicated, and programs are exclusions to this section. A customer who subscribes to an outbound rate program and the corresponding inbound rate program may combine the usage of both programs to reach the \$20.00 usage level.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.21 Toll-Free Number Fee

The customer will incur a Toll-Free Number Fee for each toll-free number serviced by OneStar up to a maximum of five (5) toll-free numbers per account. The monthly fee is as follows:

\$2.50 Per Toll-Free Number.

3.22 Payphone Use Charge

In order to recover the Company's expenses to comply with the FCC's payphone compensation plan adopted October 9, 1997 (FCC 97-371), a charge will apply to all completed interstate and intrastate calls originating from pay telephones including:

- 0.1 Calls billed to a Company-issued access code (e.g. Company Calling Card);
- 0.2 "0+" and other calls billed collect, to a third number, to a commercial credit card, or to a calling card issued by a local exchange carrier; and
- 0.3 Calls placed via Company toll-free numbers to any customer.

No discounts shall apply to the Payphone Use Charge. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies, and other interexchange carriers. The Payphone Use Charge applies to the initial completed call and any reoriginated call (i.e. using the "*" symbol) completed and billed as described above.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.22 Payphone Use Charge**Application of Payphone Use Charge:**

- 0.1 Individual calls which otherwise meet the criteria above will be identified as subject to the Payphone Use Charge when coding digits transmitted to the Company at the time the call is placed indicate that the call originates from a payphone (ANI ii digits 07, 23, 27, 29, or 70).
- 0.2 Whenever possible the Payphone Use Charge will appear on the same invoice containing the usage charges for the applicable call. The intrastate-interLata and interstate payphone-originated calls will be designated with the letter "P" in the call detail section of the OneStar invoice. The intrastate-intraLata payphone-originated calls will be designated with the letter "B" in the call detail section of the OneStar invoice.
- 0.3 At the Company's option, in cases where proper payphone coding digits are not transmitted to the Company prior to completion of a call, the Payphone Use Charge may be billed on a subsequent invoice after the Company has obtained information from a local exchange carrier which confirms that the originating station is an eligible payphone.

Rate Per Completed Call:**\$.30****Issued:****By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.23 Credit Allowance

3.23.1 Credit may be given for disputed calls, on a per call basis.

3.23.2 Credit shall not be issued for unavailability of long distance services.

3.24 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

3.25 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

3.26 Toll-Free PIN Number Charge

Customers with toll-free numbers who request PIN numbers will have an installation and monthly charge as follows:

Installation Charge	\$5.00 per PIN
Monthly Charge	\$5.00 per PIN

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.27 Referral Program**Give Yourself Credit**

When a current customer refers a potential customer to the Company, the current customer becomes eligible for a one-time credit after the referred customer switches to the Company's service. The amount of the credit is based upon the referred customer's estimated monthly usage as listed below:

Estimated Usage	Credit
\$ 0 - \$ 75.00	\$ 10.00
\$ 75.01 - \$ 150.00	\$ 50.00
\$150.01 +	\$ 75.00

Credits will appear on the current customer's invoice after the referred customer switches to the Company's service. A current or potential customer will not receive a credit for referring his or her own account.

3.28 Video Conferencing**Description of Service**

Video conferencing allows OneStar customers at two or more locations to see and hear each other. Video conferencing is available twenty-four hours a day, seven days a week to all OneStar customers. Video conferencing charges are included in the customer's monthly OneStar invoice.

Video Conferencing Services**Multipoint Service:**

OneStar's video conferencing service provides multipoint video service for anyone with H.320 standard compliant video equipment. In addition, OneStar's service supports video conferencing establishment made with dial-in or dial-out connections.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.28 Video Conferencing

Room Reservation Service:	Participants in need of reservation service can use OneStar to facilitate all aspects of the process. If a participant does not have his or her own equipment, OneStar can schedule public rooms.
Technical Support:	OneStar will document the equipment and transmission elements of each video facility to ensure that quality remains consistent. OneStar will provide site coordinators to offer technical support to users of this service.
<u>Explanation of Fees/Charges</u>	
Video Bridging Fee:	This fee represents the connection, dialed in or dialed out, charges for each video conferencing participant. It is charged on a per minute, per location basis.
Video Launching Fee:	This fee applies when the end user utilizes privately owned video conferencing equipment. In cases where the end user is not able to begin a call, OneStar calls the end user's video conferencing equipment to launch the conference. This is a one-time set-up charge.
Video Room Reservation Fee:	This fee is charged on a per reservation basis for the enlistment of OneStar to schedule video calls for the room and to manage the available times in the conference room.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.18 Video Conferencing

Video Transmission Fee:

This fee represents the long distance charges associated with a video call. The video calls are broken down into channels, and calls are billed on a per channel basis.

Video Conferencing Service

Charge Per Minute

Video Bridging Fee

\$.90 per minute, per location

Video Launching Fee

\$50.00 per video conference

Video Room Reservation Fee

\$7.00 per reservation

Video Transmission Fee

\$.25 per minute, per channel

1.19 Telecommunications Relay Service

Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech impaired population. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech.

Certain calls may not be placed through TRS:

- a. Calls to 700 numbers;
- b. Calls to time or weather recorded messages;
- c. Calls to other informational recordings; and
- d. Operator handled conference service and other teleconference calls.

TRS Charge:

.003% of net charges (including usage and other miscellaneous charges).

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.30 ~~Property Acquisition Charge~~

A ~~Property Acquisition Charge~~ ("PAC") will be applied on a monthly basis to all ~~customers~~

~~Property Acquisition Charge:~~ .003% of net charges including usage and other charges).

1.31 ~~ONcall Service~~

~~Description of Service~~

~~ONcall is available twenty-four hours per day, seven days per week. ONcall customers can designate the routing of their toll-free number to up to five predetermined locations. ONcall charges are included in the customer's monthly service charges. Voice mail and call forwarding must be set up by the customer through his or her local exchange carrier in order to allow the Company to supply ONcall service.~~

~~Subscribers may route calls by the day of week or time of day if they choose.~~

~~The following features are available to all ONcall customers:~~

~~Basic Features:~~

~~Location:~~ This is the name identifying the location of the calling number.

~~Phone Number:~~ ONcall service uses this number to locate the subscriber.

~~Rings:~~ This feature is the number of times a phone will be allowed to ring before the next location is tried. The system will default to three (3) rings; however, ~~ONcall subscribers may choose from zero (0) to nine (9) rings.~~

~~Page 72~~

~~by~~

Ann Harrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

ON-Call Service

Pager This is the number ONcall service will use when the calling party is routed to the Pager option.

Voice Mail This is the number ONcall service will use when the calling party is routed to the Voice Mail system.

Voice Mail Retrieval This is the number used to access Voice Mail messages left on the system. ONcall service will route calls to the subscriber's Voice Mail so they can retrieve messages.

Do Not Disturb This feature blocks calls routed to the subscriber. The 'ON with PIN' override status will allow customers to override the blocking.

Call Forwarding This feature routes calls to the subscriber. The 'ON' status will direct all calls to the Call Forwarding sequence. 'ON with PIN' override allows only those callers with the override PIN to be forwarded to the Call Forwarding sequence.

Busy This feature routes calls to the subscriber's Busy sequence. 'ON first' status routes the calls to the Busy sequence when the first phone number tried is busy.

Search Announcement This feature allows the subscriber to determine when the 'Searching Phone Numbers' announcement should be played. The announcement will inform the caller that the Service is trying another number and that they can either continue holding or leave a message. The announcement may be played after the first number is tried, after each number is tried, or may not be played at all.

Override PIN A number used to ONcall subscribers who want to allow selected callers to override the 'Do Not Disturb' or the 'Call Forwarding' feature.

Access PIN A number used by ONcall subscribers to access ONcall service for the purpose of making outgoing calls, retrieving messages, or administering feature data.

EFFECTIVE:

Ann L. Johnson, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

1.11 ONcall Service**ONcall Service Charges:**

Following are fees and charges associated with the ONcall service:

One-time set up fee	\$ 9.95 per toll free number
Monthly fee	\$ 5.95 per toll free number*
Maintenance fee	\$ 10.00 per routing change made via Customer Service
Toll-free Service rate	\$.0990 per minute

*This monthly fee takes the place of the Toll-Free
Number Fee.

ONcall customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Oncall customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with six second billing thereafter. Calls are billed in one-tenth of a minute increments.

1.12 Enhanced Toll-Free Service

Enhanced toll-free service allows a customer to route its toll-free number to ring in multiple locations according to several different options. These options, as described below, can be used singly or in combination with one another as the customer wishes.

Routing options:

Call Routing by Area of Origin

This option allows the customer to route calls based on the area of calls' origin. An area of origin can be a geographic area within a state, a region of the country, or some other geographically defined area as described by the customer. Additionally, customers may block calls originating in a particular area or areas.

Call Routing by Special Date

This option allows the customer to route calls based on special dates, such as national holidays. A customer may define up to 23 different special dates.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.13 Enhanced Toll-Free Service (cont'd)**Call Routing by Day of Week**

This option allows the customer to route calls based on the different days of the week.

Call Routing by Time of Day

This option allows the customer to route calls according to the time of day.

Call Distribution

This option allows the customer to distribute calls received to different destinations in predefined proportions. Calls may be distributed to as many as 24 destination numbers per time period.

Call Busy/No Answer Time

Customers using this option may arrange for calls which are unable to terminate due to a busy or no-answer condition to be rerouted a predetermined number of times to different destinations. Should the call still not be able to terminate, it will be forwarded to the customer's designated overflow destination. Should the call still remain unanswered, it will be forwarded to the appropriate recorded announcement.

Call Distribution Overflow

This option allows a customer to route calls to a predefined overflow destination. Should calls routed to the overflow destination be unanswered, they will be forwarded to the appropriate recorded, busy or no-answer, announcement.

Applicable Rates and Charges

Set-up fee:	\$19.95
Monthly fee:	\$ 4.95 per toll-free number
Change fee:	\$ 9.95
Per Minute Charges:	As defined by the customer's toll-free rate program

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION 4 - CURRENT PRICE LIST**4.1 Prepaid Calling Card**

\$.25 Per Telecom Unit

Calls are billed at 60 second minimum with 60 second billing thereafter.

4.2 Premier A

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
-----	---------	---------------

\$.1615	\$.1615	\$.1615
----------	----------	----------

InterLata Rates Per Minute

Day	Evening	Night/Weekend
-----	---------	---------------

\$.1615	\$.1615	\$.1615
----------	----------	----------

Premier A customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.3 Premier A 800

Rates Per Minute

Day	Evening	Night/Weekend
-----	---------	---------------

\$.1615	\$.1615	\$.1615
---------	---------	---------

Premier A 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.4 Premier B

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
-----	---------	---------------

\$.1563	\$.1563	\$.1563
---------	---------	---------

InterLata Rates Per Minute

Day	Evening	Night/Weekend
-----	---------	---------------

\$.1563	\$.1563	\$.1563
---------	---------	---------

Premier B customers must sign a one year term agreement. Premier B customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier B customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.5 Premier B 800

Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

Premier B 800 customers must sign a one year term agreement. Premier B 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier B 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.6 Jupiter

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1615	\$.1615	\$.1615

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1615	\$.1615	\$.1615

Jupiter customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Jupiter customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE

4.7 Jupiter 800

Rates Per Minute

Day	Evening	Night/Weekend
\$.1615	\$.1615	\$.1615

Jupiter 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Jupiter 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.8 Neptune

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

Neptune customers must have a minimum monthly usage of \$5.00 or more. Neptune customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Neptune customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.9 Neptune 800

Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

Neptune 800 customers must have a minimum monthly usage of \$5.00 or more. Neptune 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Neptune 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.10 Travel Card 99-1

Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Travel Card 99-1 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card 99-1 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE

4.11 T1

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T1 customers will have a \$19.95 installation fee. T1 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. T1 customers will have a \$4.95 monthly fee. Travel Card T7 rate applies.

4.12 T1 800

Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T1 800 customers will have a \$19.95 installation fee. T1 800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.13 T2

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T2 customers will have a \$19.95 installation fee. T2 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card T7 rate applies.

 Issued:

EFFECTIVE

By: Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

~~4.14~~ **T2 800**

Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T2 800 customers will have a \$19.95 installation fee. T2 800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

~~4.15~~ **T3**

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T3 customers will have a \$19.95 installation fee. T3 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. T3 customers will have a \$1.95 monthly fee. Travel Card T7 rate applies.

~~4.16~~ **T3 800**

Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T3 800 customers will have a \$19.95 installation fee. T3 800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

~~Resent~~
~~By:~~

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.17 T4

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T4 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. T4 customers will have a \$2.95 monthly fee. Travel Card T7 rate applies.

4.18 T4 800

Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T4 800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.19 T5

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T5 customers will have a \$19.95 installation fee. T5 customers will have calls billed at a 120 second minimum with 60 second billing thereafter. T1 customers will have a \$3.95 monthly fee. Travel Card T7 rate applies.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.20 T5 800

Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T5 800 customers will have a \$19.95 installation fee. T5 800 customers will have calls billed at a 120 second minimum with 60 second billing thereafter.

4.21 T6

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T6 customers will have calls billed at a 180 second minimum with 60 second billing thereafter. T6 customers will have a \$4.95 monthly fee. Travel Card T7 rate applies.

4.22 T6 800

Rates Per Minute

Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T6 800 customers will have calls billed at a 180 second minimum with 60 second billing thereafter.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.23 Travel Card T7

Rates Per Minute

Day	Evening	Night/Weekend
\$.1900	\$.1900	\$.1900

Travel Card T7 customers will have a \$2.95 installation fee. Travel Card T7 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.24 Galaxy

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1490	\$.1490	\$.1490

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1490	\$.1490	\$.1490

Galaxy customers whose monthly usage is less than \$20.00 per month will have calls billed at a 60 second minimum with 60 second billing thereafter. Galaxy customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-2 rate applies.

4.25 Galaxy 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1490	\$.1490	\$.1490

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1490	\$.1490	\$.1490

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

Galaxy 800 customers whose monthly usage is less than \$20.00 per month will have calls billed at a 60 second minimum with 60 second billing thereafter. Galaxy 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.26 Mars

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

Mars customers whose monthly usage is less than \$20.00 per month will have calls billed at a 60 second minimum with 60 second billing thereafter. Mars customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Mars customers whose usage is less than \$50.00 per month will incur a \$.95 monthly fee. Mars usage may be combined with Mars 800 usage to reach the \$50.00 level. Monthly fee waived with one year term agreement. Travel Card 99-2 rate applies.

4.27 Mars 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

Issued:

By: Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

Mars 800 customers whose monthly usage is less than \$20.00 per month will have calls billed at a 60 second minimum with 60 second billing thereafter. Mars 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Mars 800 customers whose usage is less than \$50.00 per month will incur a \$.95 monthly fee. Mars 800 usage may be combined with Mars usage to reach the \$50.00 level. Monthly fee waived with one year term agreement.

4.28 Meridian A

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

Meridian A customers whose monthly usage is less than \$20.00 per month will have calls billed at a 60 second minimum with 60 second billing thereafter. Meridian A customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Meridian A customers whose usage is less than \$50.00 per month will incur a \$.95 monthly fee. Meridian A usage may be combined with Meridian A 800 usage to reach the \$50.00 level. Monthly fee waived with one year term agreement. Travel Card 99-2 rate applies.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.29 Meridian A 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

Meridian A 800 customers whose monthly usage is less than \$20.00 per month will have calls billed at a 60 second minimum with 60 second billing thereafter. Meridian A 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Meridian A 800 customers whose usage is less than \$50.00 per month will incur a \$.95 monthly fee. Meridian A 800 usage may be combined with Meridian A usage to reach the \$50.00 level. Monthly fee waived with one year term agreement.

4.30 Travel Card 99-2

Rates Per Minute

Day	Evening	Night/Weekend
\$.1390	\$.1390	\$.1390

Travel Card 99-2 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card 99-2 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.31 U01

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1229	\$.1229	\$.1229

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1229	\$.1229	\$.1229

U01 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U01 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. U01 customers whose monthly usage is less than \$75.00 will incur a \$3.95 monthly fee. U01 usage may be combined with U01 800 usage to reach the \$75.00 level. Calls are billed in one-tenth of a minute increments. Travel Card UTC01 rate applies.

4.32 U01 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1337	\$.1337	\$.1337

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1337	\$.1337	\$.1337

U01 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U01 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. U01 800 customers whose monthly usage is less than \$75.00 will have a monthly fee of \$3.95. U01 800 usage may be combined with U01 usage to reach the \$75.00 level. Calls are billed in one-tenth of a minute increments.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE

4.33 U02

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$0.0990	\$0.0990	\$0.0990

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$0.0990	\$0.0990	\$0.0990

U02 customers will have a \$3.95 monthly fee. U02 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card UTC01 rate applies.

4.34 U02 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$0.0990	\$0.0990	\$0.0990

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$0.0990	\$0.0990	\$0.0990

U02 800 customers will have a \$3.95 monthly fee. U02 800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47718

EFFECTIVE:

4.35 U03

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1668	\$.1668	\$.1668

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1668	\$.1668	\$.1668

U03 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card UTC01 rate applies.

4.36 U03 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1790	\$.1790	\$.1790

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1790	\$.1790	\$.1790

U03 800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.37 U04

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1485	\$.1485	\$.1485

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1485	\$.1485	\$.1485

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

U04 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U04 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card UTC01 rate applies.

4.38 U04 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1485	\$.1485	\$.1485

Inter Lata Rates Per Minute

Day	Evening	Night/Weekend
\$.1485	\$.1485	\$.1485

U04 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U04 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.39 U05

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1107	\$.1107	\$.1107

Inter Lata Rates Per Minute

Day	Evening	Night/Weekend
\$.1107	\$.1107	\$.1107

U05 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U05 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card UTC01 rate applies.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.40 U05 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1262	\$.1262	\$.1262

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1262	\$.1262	\$.1262

U05 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U05 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.41 U06

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1293	\$.1293	\$.1293

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1293	\$.1293	\$.1293

U06 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U06 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. U06 customers whose monthly usage is less than \$25.00 will incur a \$3.95 monthly fee. U06 usage may be combined with U06 800 usage to reach the \$25.00 level. Travel Card UTC01 rate applies.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.42 U06 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1293	\$.1293	\$.1293

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1293	\$.1293	\$.1293

U06 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U06 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. U06 800 customers whose monthly usage is less than \$25.00 will incur a \$3.95 monthly fee. U06 800 usage may be combined with U06 usage to reach the \$25.00 level.

4.43 LTC01

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$ 1.990	\$ 1.990	\$ 1.990

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$ 1.990	\$ 1.990	\$ 1.990

Travel Card LTC01 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.44 LW02

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1023	\$.1023	\$.1023

Issued:

EFFECTIVE

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1023	\$.1023	\$.1023

UW02 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. UW02 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card UWTC01 rate applies.

4.45 UW02 800IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1023	\$.1023	\$.1023

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1023	\$.1023	\$.1023

UW02 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. UW02 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.46 Travel Card UWTC01IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1700	\$.1700	\$.1700

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1700	\$.1700	\$.1700

Travel Card UWTC01 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

 Executed

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.47 Vision

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Vision customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Vision customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Vision customers whose monthly usage is less than \$50.00 will incur a \$2.00 monthly fee. Vision usage may be combined with Vision 800 usage to reach the \$50.00 level. Monthly fee waived with one-year term agreement. Travel Card 99-2 rate applies.

4.48 Vision 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Vision 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Vision 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Vision 800 customers whose monthly usage is less than \$50.00 will incur a \$2.00 monthly fee. Vision 800 usage may be combined with Vision usage to reach the \$50.00 level. Monthly fee waived with one-year term agreement.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.49 Focus

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Focus customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Focus customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Focus customers whose monthly usage is less than \$100.00 will incur a \$3.00 monthly fee. Focus usage may be combined with Focus 800 usage to reach the \$100.00 level. Monthly fee waived with one-year term agreement. Travel Card 99-2 rate applies.

4.50 Focus 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Focus 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Focus 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Focus 800 customers whose monthly usage is less than \$100.00 will incur a \$3.00 monthly fee. Focus 800 usage may be combined with Focus usage to reach the \$100.00 level. Monthly fee waived with one-year term agreement.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.51 Acclaim

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Acclaim customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Acclaim customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Acclaim customers whose monthly usage is less than \$100.00 will incur a \$3.00 monthly fee. Acclaim usage may be combined with Acclaim 800 usage to reach the \$100.00 level. Monthly fee waived with one-year term agreement. Travel Card 99-2 rate applies.

4.52 Acclaim 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Acclaim 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Acclaim 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Acclaim 800 customers whose monthly usage is less than \$100.00 will incur a \$3.00 monthly fee. Acclaim 800 usage may be combined with Acclaim usage to reach the \$100.00 level. Monthly fee waived with one-year term agreement.

Entered
By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.53 Prime Plus

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Prime Plus customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Prime Plus customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. A \$3.95 monthly fee applies. Travel Card 99-2 rate applies.

4.54 Prime Plus 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Prime Plus 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Prime Plus 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. A \$3.95 monthly fee applies.

Issued:
By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.55 Referral One

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1490	\$.1490	\$.1490

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1490	\$.1490	\$.1490

Referral One customers whose monthly usage is less than \$20.00 per month will have calls billed at a 60 second minimum with 60 second billing thereafter. Referral One customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-2 rate applies.

4.56 Referral One 800

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1490	\$.1490	\$.1490

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1490	\$.1490	\$.1490

Referral One 800 customers whose monthly usage is less than \$20.00 per month will have calls billed at a 60 second minimum with 60 second billing thereafter. Referral One 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.57 Last Call Rates

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1440	\$.1440	\$.1440

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1440	\$.1440	\$.1440

Last Call rates are available to customers who have utilized OneStar as their telecommunication service provider for a minimum of ninety (90) days. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Customers whose monthly usage is \$20.00 or more will have calls billed at 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-2 rates apply.

4.58 Last Call 800 Rates

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1440	\$.1440	\$.1440

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1440	\$.1440	\$.1440

OneStar Last Call rates are available to customers who have utilized OneStar as their telecommunication service provider for a minimum of ninety (90) days. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Customers whose monthly usage is \$20.00 or more will have calls billed at 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-2 rates apply.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.59 NWOLD8

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1250	\$0.1250	\$0.1250

NWOLD8 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.60 NWOLD8/800

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1250	\$0.1250	\$0.1250

NWOLD8/800 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.61 Travel Card 2001

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1390	\$0.1390	\$0.1390

Travel Card 2001 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Travel Card 2001 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.62 NWOTC1

Rates Per Minute

Day	Evening	Night/Weekend
\$0.5000	\$0.5000	\$0.5000

NWOTC1 customers whose monthly usage is \$20.00 or more will have calls billed at a 60 second minimum with 6 second billing thereafter. NWOTC1 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.63 NWOTC2

Rates Per Minute

Day	Evening	Night/Weekend
\$0.2500	\$0.2500	\$0.2500

NWOTC2 customers whose monthly usage is \$20.00 or more will have calls billed at a 60 second minimum with 6 second billing thereafter. NWOTC2 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.64 NWOTC3

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1190	\$0.1190	\$0.1190

NWOTC3 customers whose monthly usage is \$20.00 or more will have calls billed at a 60 second minimum with 6 second billing thereafter. NWOTC3 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.65 NWOTC4

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1800	\$0.1800	\$0.1800

NWOTC4 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. NWOTC4 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.66 NWOTC5

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1490	\$0.1490	\$0.1490

NWOTC5 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. NWOTC5 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.67 NWOTC6

Rates Per Minute

Day	Evening	Night/Weekend
\$0.0990	\$0.0990	\$0.0990

NWOTC6 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. NWOTC6 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

EXHIBIT

K

ONESTAR COMMUNICATIONS, LLC

MEMBERS:

<u>Name</u>	<u>Percentage of Interest</u>	<u>Capital Contribution</u> (as of date of organization)
OneStar Long Distance, Inc. 7100 Eagle Crest Boulevard Evansville, Indiana 47715 812-437-7700	80%	\$46,400,000.00
CRG International, Inc. d/b/a Network One 2000 Riveredge Parkway, Suite 900 Atlanta, Georgia 30328 800-296-7030	20%	\$11,600,000.00

MANAGEMENT COMMITTEE:

Alan J. Powers
7100 Eagle Crest Boulevard
Evansville, IN 47715
812-437-7700

Michael W. Hanus
1620 Helminski Road
Arbor Vitae, WI 54568
715-356-7072

Mark W. Powers
7100 Eagle Crest Boulevard
Evansville, IN 47715
812-437-7700

William Stapleton
7100 Eagle Crest Boulevard
Evansville, IN 47715
812-437-7700

Richland Ventures and Cordova Capital Partners
Pat Ortale, Managing Partner
200 31st Avenue North, Suite 200
Nashville, TN 37203
615-383-8030

OFFICERS:

Alan J. Powers, Chief Executive Officer and Secretary
7100 Eagle Crest Boulevard
Evansville, IN 47715
812-437-7700

Michael W. Hanus, President
1620 Helminski Road
Arbor Vitae, WI 54568
715-356-7072

Mark W. Powers, Treasurer
7100 Eagle Crest Boulevard
Evansville, IN 47715
812-437-7700

OneStar Long Distance Inc

7100 Eagle Crest Blvd., Suite B
Evansville, IN 47715
Ph (812) 437-7700

OLD NATIONAL BANK
MEMBER OLD NATIONAL BANKCORP
EVANSVILLE IN 47705
71-1/853

CHECK
NUMBER

85719

DATE

2/06/01 \$*****250.00

TWO HUNDRED FIFTY ***** 00/100 DOLLARS

TO THE
ORDER
OF

SOUTH DAKOTA PUC
500 EAST CAPITOL
STATE CAPITOL
PIERRE SD 57501 5070

Alan J. Jones

⑈085719⑈ ⑆086300012⑆ ⑈401⑈07850 4⑈

ONESTAR LONG DISTANCE, INC.

85719

DATE	DOCUMENT	DESCRIPTION	MEMO	AMOUNT	DISC	NE
2/01/01	020101		PUC FEES	250.00	.00	250.00

TC01-093

IF YOU HAVE ANY QUESTIONS, PLEASE CALL OUR ACCOUNTING DEPT. AT (812) 437-7700, OR FAX US AT (812) 437-7971

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of July 12, 2001 through July 18, 2001

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3800

CONSUMER COMPLAINTS

**CT01-029 In the Matter of the Complaint filed by Gayle G. Fountain, Flandreau, South Dakota, against
Direct One Com.Long Distance Regarding Unauthorized Billing for Services.**

Complainant states that her credit card was charged for unauthorized billing by Direct One Com Long Distance. She states that she has never heard of the company and does not want their service. Complainant requests that the company not be allowed to do business in South Dakota, that the Commission fine Direct One for the harassment and fraud to the Complainant.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Filed: 7/12/01
Intervention Deadline: N/A

**CT01-030 In the Matter of the Complaint filed by Kelli Fuhrmann, Pierre, South Dakota, against
McLeodUSA Telecommunications Services, Inc., Regarding Delayed Installation.**

Complaint alleges the delayed installation of phone lines is due to poor customer service, ineffective procedures and failure to communicate with her. Complainant alleges that the many delays in installation and the loss of phone services resulted in costs to the business. The complainant requests reimbursement for the costs associated with the delay and in improved customer service to include getting service in a more timely fashion and providing the customer with a written guideline of when service can be expected.

Staff Analyst: Charlene Lund
Staff Attorney: Kelly Frazier
Date Docketed: 07/12/01
Intervention Deadline: NA

**CT01-031 In the Matter of the Complaint filed by S&S Communications and Les Sumption, Aberdeen,
South Dakota, against MCI WorldCom Regarding Unauthorized Billing for Services.**

The Complainants state that they were billed for unauthorized service by MCI WorldCom. The Complainants indicate that they ceased using MCI's T1s on or about May 31, 2001 and that the billing in dispute is for T1 service from July 7 through August 6, 2001. Complainants request \$1,000.00 for the unauthorized billing, that the invoice be ruled as invalid, and an imposition of a civil penalty.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 07/18/01
Intervention Deadline: N/A

**CT01-032 In the Matter of the Complaint filed by S&S Communications and Les Sumption, Aberdeen,
South Dakota, against MCI WorldCom Regarding Unauthorized Billing for Services.**

August 9, 2001

South Dakota Public Utilities Commission
Attn: Debra Elofson, Executive Director
State Capitol Building, 500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RECEIVED

AUG 10 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Dear Ms. Elofson:

In reply to the letter dated August 1, 2001 detailing suggested changes to and requests for additional information relating to the Joint Petition for Approval of Transfer of Assets, Certificates, and Control (TC01-093, "Joint Petition"), please consider the following.

OneStar Communications, LLC ("OneStar") maintains no offices in the state of South Dakota. The principal offices of OneStar are located at 7100 Eagle Crest Boulevard, Evansville, Indiana 47715. The registered agent for OneStar in South Dakota is CT Corporation System, 319 S. Coteau Street, Pierre, South Dakota 57501.

OneStar's Federal Tax Identification Number is 35-2143399.

Upon consideration of the Commission's explanation in item 5 of the letter, OneStar respectfully withdraws its petition for a waiver of the Commission's customer verification rules. As to the inconsistency of information between the Joint Petition and the customer notice regarding rates for services, the information provided in the customer notice is accurate.

On the advice of the Commission staff, OneStar consents to be restricted from offering deposits/advance payments and pre-paid calling cards. Pages of OneStar's proposed tariff where references to deposits/advanced payments and/or pre-paid calling cards were deleted are enclosed with this letter. Should OneStar decide at a future date to collect deposits and/or advanced payments or to offer pre-paid calling service, the company will notify the Commission of its intention and comply with all applicable rules and regulations.

Also enclosed with this letter are the changes to OneStar's interexchange tariff that were detailed in item six of the Commission's letter.

An original and ten copies of this letter and the tariff sheets are submitted for filing with the Commission. A duplicate of this letter is provided. Please date-stamp the duplicate and return to the undersigned in the addressed, postage-paid envelope included.

OneStar

Hopefully this letter and the accompanying tariff sheets will satisfy the Commission's requests and will allow consideration of the Joint Petition to proceed unhindered. If there are any additional questions or concerns, please contact the undersigned at the numbers listed below.

Sincerely,


China Layne
Reports and Tariff Analyst
OneStar Communications, LLC
812-437-7644
Facsimile: 812-437-7798
clayne@onestarcom.com

TABLE OF CONTENTS

	Page
Table Sheet	1
Book Sheet	2
Table of Contents	5
Symbols	9
Tariff Format	10
Application of Tariff	11
Section 1 - Technical Terms and Abbreviations	13
1.1 Description of Service	17
Section 2 - Rules and Regulations	25
2.1 Use of Services	25
2.2 Limitations on Services	27
2.3 Liability of the Company	28
2.4 Responsibility for Charges	34
2.5 Termination or Denial of Service by Carrier	35
2.6 Termination by Customer	37
2.7 Initial Contract Period	37
2.8 Payment and Billing	37
2.9 Term Agreements	41
2.10 Collection Costs	42
2.11 Inspections, Testing, and Adjustments	42
2.12 Interconnection	43
2.13 Liability of Customer	43
2.14 Location of Service	44
2.15 Local Charges	44
2.16 Rate Centers	45
2.17 Provision of Bills	45
2.18 Provision of Equipment	45
2.19 Billing Entity Conditions	45
2.20 Operator Service	45

Issued
By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

TABLE OF CONTENTS

	Page
Section 3 - Rates and Charges	47
3.1 Regulations and Computation of Mileage	47
3.2 Customer Complaints and/or Billing Disputes	48
3.3 Time Periods Defined	48
3.4 Reconnection Charge	50
3.5 Association Programs	50
3.6 Directory Assistance	55
3.7 Emergency Call Handling Procedures	55
3.8 Promotional Offerings	55
3.9 Taxes	56
3.10 Dishonored Payment Charge	56
3.11 800 Tailored Call Coverage	56
3.12 Computation of Discounts	57
3.13 Validated Project Codes	57
3.14 Conference Calling	58
3.15 National 800 Electronic Listing	63
3.16 Shared 800 Number Program	63
3.17 Wholesale Service	64
3.18 Travel Call Surcharge	64
3.19 Minimum Monthly Usage Charge	65
3.20 Call Minimum and Rounding Increments	65
3.21 Toll-free Number Fee	66
3.22 Payphone Use Charge	66
3.23 Credit Allowance	68
3.24 Late Charge	68
3.25 Restoration of Service	68
3.26 Toll-Free PIN Number Charge	68
3.27 Referral Program	69
3.28 Video Conferencing	69
3.29 Telecommunications Relay Service	71
3.30 Property Acquisition Charge	72
3.31 ONcall Service	72
3.32 Enhanced Toll-Free Service	74
Section 4- Rates	76
4.1 Reserved for Future Use	76
4.2 Premier A	76
4.3 Premier A 800	77
4.4 Premier B	77
4.5 Premier B 800	78
4.6 Jupiter	78
4.7 Jupiter 800	79
4.8 Neptune	79

Enacted:

EFFECTIVE:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by OneStar for telecommunications between points within the state of South Dakota. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the customer, the services requested, and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to a service provided by the Company. The customer shall be responsible for all charges due for such service arrangement.

The services provided by OneStar are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the message toll services (MTS) and wide area telecommunications services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

The rates and regulations contained in this tariff apply only to the resale services furnished by OneStar and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of OneStar.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION I - TECHNICAL TERMS AND ABBREVIATIONS

Customer - The person, firm, corporation or other legal entity which orders the services of ~~OneStar~~ and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or OneStar - Used throughout this tariff to mean OneStar Communications, LLC, an Indiana corporation.

Dedicated Access - The customer gains entry to the Company's services by a direct path ~~from the Customer's location~~ to the Company's point of presence.

Dialed Access - An arrangement whereby a dialed access customer uses the public ~~switched network~~ facilities of a local exchange carrier to access the terminal of the Carrier or a ~~common carrier~~ from which the Carrier acquires service.

SDPUC, PUC-SD, Commission, or PUC - South Dakota Public Utilities Commission.

Local Exchange Carrier (LEC) - The telephone company providing local phone service.

Witness:

By

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Project Codes - A numerical code of which 1-999 may be used by the customer to identify certain departments or individual users or to allocate the cost of calls back to a client.

RespOrg - The carrier entity that has responsibility for the management of 800 numbers in the SMS/800, including maintaining customer records in the SMS/800. Also, the entity which accesses the SMS/800 to (a) search for and reserve 800 numbers; (b) create and maintain 800 number customer records, including call processing records; and (c) provide a single point of contact for trouble reporting. The SMS/800 recognizes one respOrg for each 800 number.

Service Control Point (SCP) - The real-time database system in the 800 database service network that contains instructions on how customers wish their calls to be routed, terminated, or otherwise processed.

Service Management System - The main administrative support system of 800 database service. It is used to create and update customer 800 service records that are then downloaded to SCP's for handling customers' 800 service calls. The system is also used by respOrg's to reserve and assign 800 numbers.

Subscriber - The person, firm, corporation, or other entity which utilizes service provided by the Carrier. A subscriber is responsible for the payment of charges and for compliance with all terms of Carrier's tariff.

Switched Access - The customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.1 Description of Service

The Company's customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as outlined in the following Current Price List section. Service is provided only to customers who have established an account with the Company; calls not identified as those of an established customer will be blocked. Travel Card service is either flat or banded as outlined in the Current Price List section.

Access to travel card service is available to customers who subscribe to the Company's service and dial an authorization code assigned to the customer by the Company.

Reserved for Future Use

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.1 Description of Service

Reserved for Future Use

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.3 Liability of the Company

- 2.3.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity), or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the customer or subscriber for the period of service or facility usage during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.
- 2.3.5 The Company will not be liable for any other claims arising out of any act or omission of the customer or any person utilizing the customer's codes, services, or facilities, with or without the consent of the customer, in connection with any service, equipment, or facilities provided by the Carrier.
- 2.3.6 The Company's liability, if any, with regard to the delayed installation of the Company facilities or commencement of services shall not exceed \$500.00 irrespective of the circumstances. With respect to any other claim or suit, by a customer or by any others, for damages associated with the

Issued:
By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.5 Termination or Denial of Service by Carrier

2.5.3 In the event a customer fails to pay any bill rendered by the Carrier, relating to regulated telephone service, the Carrier may terminate service until the bill rendered has been paid.

2.5.3.A Forty-eight hours after written notice is received by the customer or its responsible agent demanding payment of the amount due, and such payment is not received by Carrier within 48 hours of receipt of such notice by the customer or its responsible agent.; or

2.5.3.B Five days after written notice is mailed to the customer at the billing address maintained by the Carrier for the customer demanding payment of the amount due and such payment is not received by Carrier within five days of mailing such notice.

2.5.3.C The notice specified in 2.5.3.A and 2.5.3.B above shall inform the customer that service will be terminated without further notice if the specified payment or is not received within 48 hours or five day period, whichever is appropriate.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.6 Termination by Customer

Service may be terminated by the customer at any time, subject to payment in full of all charges for the period service is rendered. If termination occurs within the initial contract period, charges apply to the full initial contract period.

2.7 Initial Contract Period

The initial contract period for service is one month. Thereafter, contract periods shall be for successive one-month periods.

2.8 Payment and Billing

The following rules will govern payment and billing practices of the Carrier unless inconsistent with any rule, order, or regulation of the PUC-SD. In the case of any inconsistency, the rule, order, or regulation of the PUC-SD or other provision of law shall prevail.

2.8.1 Payment and Billing**2.8.1.A Reserved for Future Use**

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.8 Payment and Billing

- 2.8.1.B Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.8% per billing cycle or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.8.1.C The customer is responsible for payment of all charges for service furnished to the customer as well as to all persons using the Customer's codes, premises, or facilities, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the Responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to and must be paid by the customer. Recurring charges and non-recurring charges are billed in arrears. The initial billing for a business customer may, at Carrier's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.8 Payment and Billing

- 2.8.1.D All bills are presumed accurate and shall be binding on the customer unless objection is received by the Carrier in writing within the applicable contract law statute of limitations after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Carrier in writing within the applicable contract law statute of limitations.
- 2.8.1.E The customer may withhold payment for billing amounts objected (i.e. amounts associated with the objection that are set out in writing to the Carrier). The customer may telephone the Carrier, but doing so will not preserve his or her rights. Full payment will be required for all amounts not objected. Any payment due following resolution of the objection shall be due forthwith.
- 2.8.1.F Carrier shall be entitled to revise bills previously rendered to adjust for previously unbilled service or adjust upward or downward a bill previously rendered for a period equivalent to the applicable contract law statute of limitations.

For: _____
By: _____

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.8 Payment and Billing

2.8.3 In the event a customer accumulates charges 60 days past due for services rendered by the Carrier, as respOrg of the customer's toll-free service, the Carrier reserves the right not to honor that customer's request for a respOrg change and the Carrier reserves the right not to honor that customer's request for a change to another common carrier until such past due charges are paid in full.

2.8.4 Reserved for Future Use

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.16 Rate Centers

Each customer will have a designated primary calling number which will be the local telephone number assigned by the exchange carrier for the location from which the customer places the majority of his calls over the carrier's system. Such number shall be associated with one of the Carrier's Rate Centers. Such Rate Center shall be the "Customer's Rate Center" for purposes of this tariff. The customer's calls will be accepted only by the Carrier's terminal serving the Customer's Rate Center. The serving central office "V" and "H" coordinates are used to determine originating and terminating mileage.

2.17 Provision of Bills

Customer shall receive a single copy of invoices or billing statements following conclusion of each billing cycle. Duplicate copies will be provided on reasonable request at a charge of 15 cents per page of the bill provided.

2.18 Provision of Equipment

The customer is responsible for the provision of customer premises equipment of a type acceptable to the Carrier.

2.19 Billing Entity Conditions

When billing functions on behalf of OneStar or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. OneStar's name and toll-free telephone number will appear on the customer's bill.

2.20 Reserved for Future Use

10/1/01

10/1/01

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

1.10 Reserved for Future Use



Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION 3 - RATES AND CHARGES

3.1 Regulations and Computation of Mileage

3.1.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.1.2 All times refer to local time.

3.1.3 All calls are rated between the originating point and terminating point.

3.1.3.A Originating Point: A customer's primary local exchange number is in an NXX specified as being associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center servicing central office.

3.1.3.B Terminating Point: The terminating point for all calls shall be the location of the local serving central office associated with the called number.

3.1.4 Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each point and contained in Bell Communications Research NPA-NXX V&H Coordinate Tape as published by AT&T from time to time.

Executed:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Customer Service
7100 Eagle Crest Boulevard
Evansville, Indiana 47715
(800) 482-0000
Facsimile: (800) 859-1983
cservice@onestarld.com

Any objection to billed charges should be reported promptly to OneStar or its billing agent. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A customer who is unable to resolve a billing dispute with the Company may contact the Commission by telephone at 1-800-332-1782 to intervene in the billing dispute.

3.3 Time Periods Defined

3.3.1 Business Day: 8:00 a.m. - 4:59 p.m.
Monday - Friday

3.3.2 Evening: 5:00 p.m. - 10:59 p.m.
Sunday - Friday, Holidays*

3.3.3 Night/Weekend: 11:00 p.m. - 7:59 p.m.
All days
8:00 a.m. - 10:59 p.m.
Saturdays
8:00 a.m. - 4:59 p.m.
Sundays

*Unless a lower rate applies according to the time of day.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

3.23 Credit Allowance

3.23.1 Credit may be given for disputed calls, on a per call basis.

3.23.2 Credit may be given for service interruptions in accordance with the guidelines of South Dakota Administrative Rule 20:10:07:05.

3.24 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

3.25 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

3.26 Toll-Free PIN Number Charge

Customers with toll-free numbers who request PIN numbers will have an installation and monthly charge as follows:

Installation Charge	\$5.00 per PIN
Monthly Charge	\$5.00 per PIN

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION 4 - CURRENT PRICE LIST

Rate Programs T1, T2, T3, T4, T5, T6, and the respective 800 counterparts are programs adopted by the Company in the course of an acquisition of another carrier's customer base. These rate programs are maintained in order to allow the transferred customer base to keep the rates for services it held prior to the transfer. These customers are encouraged to migrate to rate programs originated by the Company. The Company does not solicit new customers for these rate programs.

4.1 Reserved for Future Use**4.2 Premier A**

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
-----	---------	---------------

\$.1615	\$.1615	\$.1615
---------	---------	---------

InterLata Rates Per Minute

Day	Evening	Night/Weekend
-----	---------	---------------

\$.1615	\$.1615	\$.1615
---------	---------	---------

Premier A customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

Issued:**By:**

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

4.3 Premier A 800

Rates Per Minute

Day	Evening	Night/Weekend
\$.1615	\$.1615	\$.1615

Premier A 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.4 Premier B

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

InterLata Rates Per Minute

Day	Evening	Night/Weekend
\$.1563	\$.1563	\$.1563

Premier B customers must sign a one year term agreement. Premier B customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier B customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

Issued:

EFFECTIVE:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

September 17, 2001

South Dakota Public Utilities Commission
Attn: Ms Debra Elofson, Executive Director
503 East Capital Avenue
Pierre, South Dakota 57501

Dear Ms. Elofson:

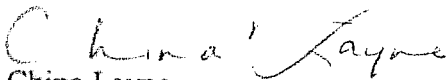
Enclosed please find an original and ten copies of corrected pages to the OneStar Communications, LLC proposed interexchange tariff. Included with the tariff pages is a copy of the certificate of authority granted to OneStar Communications, LLC by the South Dakota Secretary of State. The corrected tariff pages and the certificate of authority are sent at the suggestion of Commission staff.

OneStar Communications, LLC was informed by the Commission staff that CRG International, Inc., one of the parties to the Joint Petition for Approval of Transfer of Assets, Certificates, and Control (TC01-093), is delinquent in filing its Annual Report with the Commission. The Annual Report for CRG International, Inc. will be filed in a timely fashion so that the Commission can continue its evaluation of the transaction.

OneStar Communications, LLC hopes that the enclosed information and corrections will satisfy the Commission's requests and allow the Commission to continue its evaluation of the aforementioned joint petition without hindrance.

A duplicate of this letter is enclosed. Please date-stamp the duplicate and return it to the undersigned in the addressed, postage-paid envelope provided. If there are additional questions or concerns, please contact the undersigned at the numbers listed below.

Sincerely,



China Layne
Reports and Tariff Analyst
OneStar Communications, LLC
812-437-7644
Facsimile: 812-437-7988
clayne@onestarld.com

RECEIVED

SEP 20 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

TABLE OF CONTENTS

	Page
Section 3 - Rates and Charges	47
3.1 Regulations and Computation of Mileage	47
3.2 Customer Complaints and/or Billing Disputes	48
3.3 Time Periods Defined	48
3.4 Reconnection Charge	50
3.5 Association Programs	50
3.6 Directory Assistance	55
3.7 Emergency Call Handling Procedures	55
3.8 Promotional Offerings	55
3.9 Taxes	56
3.10 Dishonored Payment Charge	56
3.11 800 Tailored Call Coverage	56
3.12 Computation of Discounts	57
3.13 Validated Project Codes	57
3.14 Conference Calling	58
3.15 National 800 Electronic Listing	63
3.16 Shared 800 Number Program	63
3.17 Wholesale Service	64
3.18 Travel Call Surcharge	64
3.19 Minimum Monthly Usage Charge	65
3.20 Call Minimum and Rounding Increments	65
3.21 Toll-free Number Fee	66
3.22 Payphone Use Charge	66
3.23 Credit Allowance	68
3.24 Late Charge	68
3.25 Restoration of Service	68
3.26 Toll-Free PIN Number Charge	68
3.27 Referral Program	69
3.28 Video Conferencing	69
3.29 Telecommunications Relay Service	71
3.30 Property Acquisition Charge	72
3.31 ONcall Service	72
3.32 Enhanced Toll-Free Service	74
Section 4- Rates	76
4.1 Adopted Rate Programs	76
4.2 Premier A	76
4.3 Premier A 800	77
4.4 Premier B	77
4.5 Premier B 800	78
4.6 Jupiter	78
4.7 Jupiter 800	79
4.8 Neptune	79

Issued:

EFFECTIVE:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

1.1 Description of Service

Wholesales Services - Outbound wholesale services consist of the furnishing of long distance telephone service between telephone stations located within the state of South Dakota. Such service is available twenty-four (24) hours a day, seven (7) days a week.

Outbound calls may be placed from any location in the state of South Dakota. Outbound wholesale services are provided only to customers who have established an account with the Carrier; calls that are not identified as those of an established customer will be blocked. Outbound calls are originated over LEC-provided public switched facilities (Feature Groups) or dedicated access lines (DAL's) and routed over the OneStar network. The calls are terminated on the LEC-provided public switched network (Feature Groups).

Inbound wholesale services allow callers located in the state of South Dakota to place toll-free calls to the customer by dialing an assigned telephone number in the toll-free area codes. Calls may be terminated either to the customer's local exchange telephone service or to a dedicated access line (DAL). Such service is available twenty-four (24) hours a day, seven (7) days a week. Inbound wholesale services are provided only to customers who have established an account with the Carrier. Calls made to an entity not identified as an established customer will be blocked.

Issued:

EFFECTIVE:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

2.3 Liability of the Company

- 2.3.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity), or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the customer or subscriber for the period of service or facility usage during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.
- 2.3.5 The Company will not be liable for any other claims arising out of any act or omission of the customer or any person utilizing the customer's codes, services, or facilities, with or without the consent of the customer, in connection with any service, equipment, or facilities provided by the Carrier.
- 2.3.6 Reserved For Future Use

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.3 Liability of the Company

2.3.7 Reserved For Future Use

2.3.8 The Company shall not be liable at all for the use, misuse, or abuse of a customer's toll-free service by third parties including, without limitation, the customer's employees or members of the public who dial the customer's toll-free number by mistake. Compensation for any injury the customer may suffer due to the fault of people or entities other than the Company must be sought from such other parties.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

2.8 Payment and Billing

- 2.8.1.B Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.8% per billing cycle or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.8.1.C The customer is responsible for payment of all charges for service furnished to the customer as well as to all persons using the Customer's codes, premises, or facilities, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the Responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to and must be paid by the customer. Recurring charges and non-recurring charges are billed in arrears. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

SECTION 4 - CURRENT PRICE LIST**4.1 Adopted Rate Programs**

Rate Programs T1, T2, T3, T4, T5, T6, and the respective 800 counterparts are programs adopted by the Company in the course of an acquisition of another carrier's customer base. These rate programs are maintained in order to allow the transferred customer base to keep the rates for services it held prior to the transfer. These customers are encouraged to migrate to rate programs originated by the Company. The Company does not solicit new customers for these rate programs.

4.2 Premier A

IntraLata Rates Per Minute

Day	Evening	Night/Weekend
-----	---------	---------------

\$.1615	\$.1615	\$.1615
----------	----------	----------

InterLata Rates Per Minute

Day	Evening	Night/Weekend
-----	---------	---------------

\$.1615	\$.1615	\$.1615
----------	----------	----------

Premier A customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EFFECTIVE:

State of South Dakota



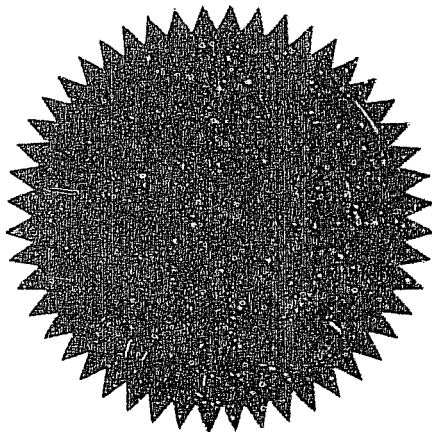
OFFICE OF THE SECRETARY OF STATE

Certificate of Authority Limited Liability Company

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of **ONESTAR COMMUNICATIONS, LLC (IN)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application for certificate of authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this April 19, 2001.



Joyce Hazeltine
Secretary of State

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING FOR)
APPROVAL OF TRANSFER OF)
CERTIFICATES OF AUTHORITY FROM)
ONESTAR LONG DISTANCE, INC. AND CRG)
INTERNATIONAL, INC. TO ONESTAR)
COMMUNICATIONS, LLC)

ORDER GRANTING
TRANSFER OF
CERTIFICATES OF
AUTHORITY

TC01-093

On July 17, 2001, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:04.01 and 20:10:24:04.02, received an application for transfer of certificates of authority from OneStar Long Distance, Inc. and CRG International, Inc. (OneStar/CRG) to OneStar Communications, LLC (OneStar).

OneStar proposes to provide interexchange services, including inbound, outbound and travel card services.

On July 19, 2001, the Commission electronically transmitted notice of the filing and the intervention deadline of August 3, 2001, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2001, meeting, the Commission considered the request for transfer of certificates of authority. Commission Staff recommended transferring the certificates of authority from OneStar/CRG to OneStar, subject to the condition that OneStar not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:04.01 and 20:10:24:04.02. The Commission finds that OneStar has met the legal requirements established for the granting of a certificate of authority. OneStar has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves the application for transfer of certificates of authority from OneStar/CRG to OneStar, subject to the condition that OneStar not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that the application for transfer of certificates of authority from OneStar/CRG to OneStar is hereby granted, subject to the condition that OneStar not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that OneStar shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 20th day of December, 2001.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Nelaine Kalbs

Date: 12/21/01

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State of South Dakota

Authority was Granted as of the date of the
Order Granting Certificate of Authority
Docket No. TC01-093

This is to certify that

ONE STAR COMMUNICATIONS, LLC

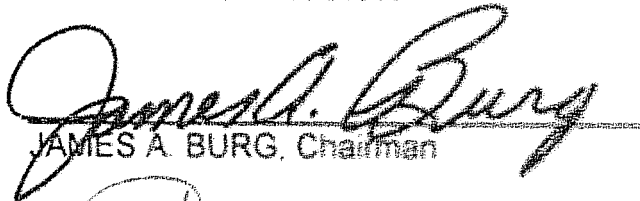
is authorized to provide interexchange telecommunications services in
South Dakota, subject to the condition that it not offer a prepaid calling
card or require deposits or advance payments without prior approval of the
Commission.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD
20:10:24:02, and is subject to all of the conditions and limitations contained in the
rules and statutes governing its conduct of offering telecommunications services

Dated at Pierre, South Dakota, this 20th day of December, 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:




JAMES A. BURG, Chairman


PAM NELSON, Commissioner