

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In the Matter of Registration of the	)	
Securities Certificate of	)	Docket No. S-_____
<b>US LEC OF PENNSYLVANIA LLC D/B/A</b>	)	
<b>PAETEC BUSINESS SERVICES</b>	)	
and	)	
<b>CAVALIER TELEPHONE</b>	)	
<b>MID-ATLANTIC, LLC</b>	)	
	)	

**SECURITIES CERTIFICATE**

US LEC of Pennsylvania LLC d/b/a PAETEC Business Services (“USLEC-PA”) and Cavalier Telephone Mid-Atlantic, LLC (“Cavalier-MA”) (together, “Registrants”), by undersigned counsel and pursuant to Section 1901 of Chapter 19 of the Pennsylvania Public Utility Code, 66 PA. C.S. § 1901, hereby request the Commission to accept registration of this securities certificate setting forth their participation in new financing arrangements of their ultimate corporate parent, PAETEC Holding Corp. (“Parent”) (together with the Registrants, the “Parties”), as described more fully herein.<sup>1</sup>

In support of this Securities Certificate, Registrants state as follows:

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<sup>1</sup> Registrants’ affiliates PaeTec Communications, Inc., McLeodUSA Telecommunications Services, LLC d/b/a PAETEC Business Services, Talk America, Inc., LDMI Telecommunications, Inc. and Intellifiber Networks, LLC are filing under separate cover an Abbreviated Securities Certificate with the Commission that seeks authorization identical to that requested by Registrants in the instant Securities Certificate.

## **I. DESCRIPTION OF THE PARTIES**

Parent is a publicly traded Delaware corporation (NASDAQ GS: PAET) with principal offices located at One PAETEC Plaza, 600 Willow Brook Office Park, Fairport, New York 14450. Parent is the parent of PAETEC Corp., a Delaware corporation that holds 100 percent of PAETEC and, indirectly through it and other intermediate holding companies, USLEC-PA and Cavalier-MA. Through its regulated operating subsidiaries, including its subsidiaries that operate in Pennsylvania, Parent has a presence in 86 of the nation's top 100 MSAs, delivering communications solutions to business customers in 48 states and the District of Columbia. Additional information regarding Parent, including its most recent SEC Form 10-K, as filed with the Securities and Exchange Commission, is available at [www.paetec.com/investors](http://www.paetec.com/investors).

In Pennsylvania, USLEC-PA is authorized to operate as a reseller of toll services ("IXC Reseller"), a competitive local exchange carrier ("CLEC"), and a facilities-based interexchange carrier pursuant to certification granted by the Commission in Docket Nos. A-310814, A-310814F0002, and A-310814F0003, respectively;<sup>2</sup> and Cavalier-MA is authorized to operate as an IXC Reseller, a CLEC and a competitive access provider pursuant to certification granted by the Commission in Docket Nos. A-310838 A-310838F0002, and A-310838F0003, respectively.

## **II. DESIGNATED CONTACTS**

Questions, correspondence or other communications concerning this Securities Certificate should be directed to Parties' counsel of record:

Renardo L. Hicks  
R. L. Hicks & Associates  
17 North Second Street, 16th Floor

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<sup>2</sup> See also Docket Nos. A-310814F0002 AMA, A-310814F0002 AMB, and A-310814F0002 AMC (authorizing expansion of geographic service areas covered by USLEC-PA's CLEC certificate to include service areas of North Pittsburgh Telephone, Alltel Pennsylvania, and Sprint United). In addition to Pennsylvania, USLEC-PA is authorized to provide resold and/or facilities-based telecommunications services in Delaware and New Jersey.

Harrisburg, PA 17101  
717-260-3070 (tel)  
717-260-3072 (fax)  
rlh@rlhickslaw.com

and:

Jean L. Kiddoo  
Brett P. Ferenczak  
Bingham McCutchen LLP  
2020 K Street, N.W., Suite 1100  
Washington, DC 20006-1806  
202-373-6000 (tel)  
202-373-6001 (fax)  
jean.kiddoo@bingham.com  
brett.ferenczak@bingham.com

with a copy to:

William A. Haas  
Vice President of Public Policy &  
Regulatory  
PAETEC Holding Corp.  
One Martha's Way  
Hiawatha, IA 52233  
319-790-7295 (tel)  
william.haas@paetec.com

### **III. SECURITIES CERTIFICATE**

Pursuant to Section 3.601 of the Commission's regulations, 52 Pa. Code § 3.106,

Applicant submits the following information in support of this filing:

#### **(1) Name and Address of Utilities**

US LEC of Pennsylvania LLC d/b/a PAETEC Business Services  
Cavalier Telephone Mid-Atlantic, LLC  
One PAETEC Plaza  
600 Willow Brook Office Park  
Fairport, New York 14450

#### **(2) Name and Address of Utilities' Attorney**

Inquiries or copies of any correspondence, orders, or other materials pertaining to this Securities Certificate should be directed to the contacts provided in Section II, above.

#### **(3) History and Description of Pennsylvania Services**

Registrants obtained Certificates to provide telecommunications services in Pennsylvania in the dockets referenced in Section I, above. The Registrants currently provide local exchange telephone service, long distance service, and broadband services to customers in Pennsylvania.

**(4) Corporate Structure**

Diagrams depicting the corporate structures of Registrants are Exhibit A.

**(5) Description of the Financing Arrangements**

The Commission previously registered a Securities Certificate for Registrants authorizing them to participate in up to \$600 million in financing arrangements of Parent.<sup>3</sup> Parent recently completed part of the approved financing arrangements when it issued, and the Registrants guaranteed, \$450 million in senior notes. On May 31, 2011, Parent entered into an agreement that provides for a \$100 million term loan (the "Term Loan") and a \$125 million revolving loan facility (the "Revolver") (the "Amended Financing").<sup>4</sup> Although the prior Registration covers most aspects of the Amended Financing, the aggregate amount of the Amended Financing exceeds the amount authorized by the Commission of by \$75 million. Parent will therefore not draw down more than the previously authorized \$50 million of the Revolver until the Registrants and certain of Parent's other subsidiaries have obtained all of the regulatory approvals needed for them to provide a guaranty and related pledge of their assets as security for the additional \$75 million of the Revolver.

Accordingly, in order for the Parent to be able to draw down on the additional \$75 million in the Amended Financing, Registrants hereby request that the Commission authorize them to provide a guaranty and related pledge of their assets as security for an additional \$75 million as part of the Revolver in the Amended Financing. The Amended Financing provides that the Term Loan will have an interest rate of LIBOR plus 3.5 basis points and a maturity of seven (7) years and that the Revolver will have an interest rate of LIBOR plus 2.75-3.25 basis

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<sup>3</sup> See Docket Nos. S-2010-2196389 and S-2010-2199486.

<sup>4</sup> A summary of the terms of the financing arrangements are included in the SEC Form 8-K filed by Parent, which is provided as Exhibit B hereto.

points and a maturity of up to five (5) years. Registrants, and certain of Parent's other subsidiaries, are expected to provide a guaranty and related pledges of assets as security for the Amended Financing at closing or upon receipt of the necessary approval, but in no event later than 90 days after closing.

**(6) Purpose of Financing Arrangements**

Parent anticipates using the proceeds from the Amended Financing for one or more targeted acquisitions, as well as pay for transaction costs, finance new capital expenditures and for working capital and other general corporate purposes.

**(7) Filing(s) with the Securities and Exchange Commission**

Parent is a public company and therefore has filed SEC Form 8-K for the Amended Financing, which is provided as Exhibit B. Parent will make similar filing with respect to the actual agreement for Amended Financing in the near future.

**(8) Financial Information**

Information regarding PAETEC's financial statements is available at [www.paetec.com](http://www.paetec.com) under the "Investors" link.

**(9) Public Interest Considerations**

The financing transactions described herein will serve the public interest of Pennsylvania because it will enable Parent to take advantage of the currently favorable financing market conditions that will benefit the company as a whole, including the Registrants. The Amended Financing is expected to enhance the respective competitive position of Registrants in the Pennsylvania telecommunications marketplace, all of which ultimately will inure to the benefit of their respective Pennsylvania customers and other Pennsylvania enterprise entities and consumers that may choose PAETEC as their service provider in the future. Further, the funds

obtained through the financing arrangements are necessary and appropriate, are consistent with the performance by the Registrants of their services to the public, will not impair the ability of the Registrants to perform such services and will promote the corporate purposes of the Registrants.

Finally, the financing transaction is consistent with the public interest because no transfer of any Certificate, assets or customers will occur as a result of the Registrants' participation in the Amended Financing. Immediately following the Registrants' execution of the relevant documents in connection with such Amended Financing, the Registrants will continue to provide service to their respective Pennsylvania customers pursuant to their respective authorization with no change in the rates or terms and conditions of service as currently provided. The Registrants' participation in the financing arrangements will therefore be transparent to their Pennsylvania customers.

#### **IV. NOTICE**

In accordance with 52 Pa. Code § 5.14, Registrants requests that, promptly upon its receipt of this Securities Certificate, the Commission direct Registrants as to the forms of notice, if any, that are required.

Contemporaneously with the filing of this Securities Certificate, copies hereof will be served upon the Office of Trial Staff, the Pennsylvania Office of Consumer Advocate and the Pennsylvania Office of Small Business Advocate.

**V. CONCLUSION**

For the foregoing reasons, Registrants submit that the public interest, convenience, and necessity would be furthered by grant of this Securities Certificate, authorizing Registrants to participate in the financing arrangements described herein.

Respectfully Submitted,



Renardo L. Hicks, Esquire

PA ID No. 40404

R. L. Hicks & Associates

17 North Second Street, 16<sup>th</sup> Floor

Harrisburg, PA 17101

Tel. 717-260-3070

Fax. 717-260-3072

Email: [rlh@rlhickslaw.com](mailto:rlh@rlhickslaw.com)

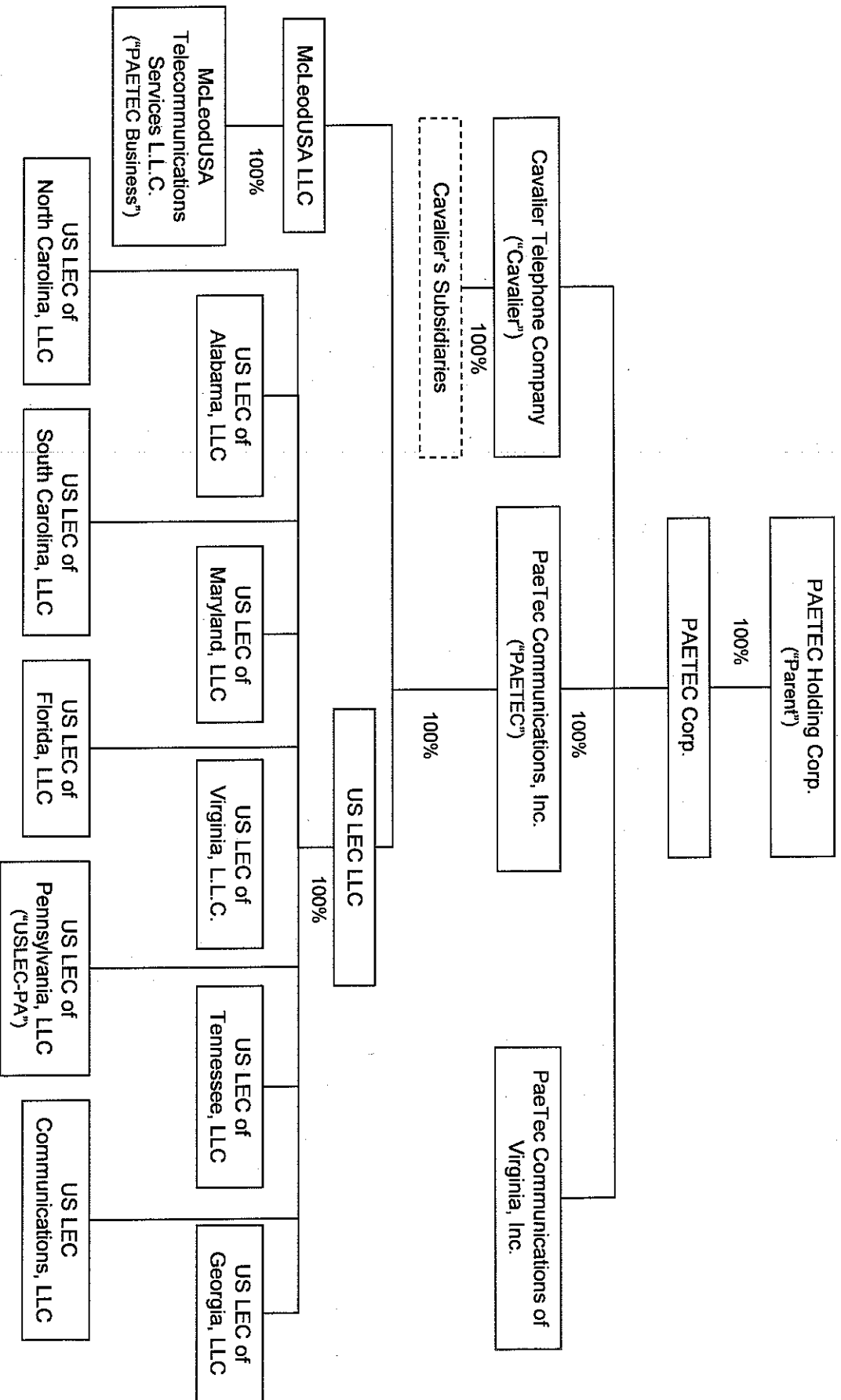
Counsel for the Registrants

Dated: June 2, 2010

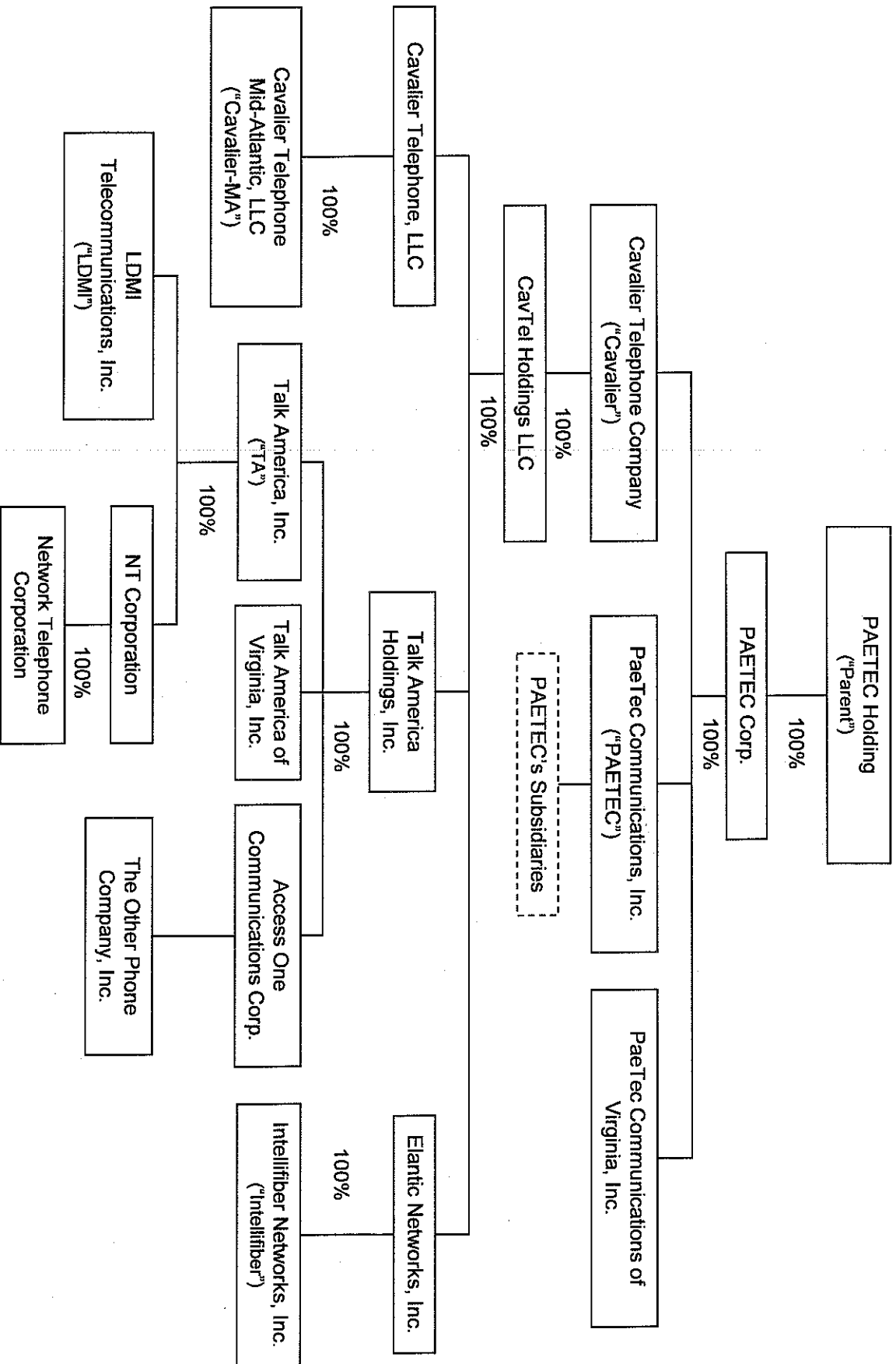
**EXHIBIT A**

Chart of Regulated Subsidiaries of PAETEC

# Regulated Subsidiaries of Parent (PAETEC Subsidiaries)



## Regulated Subsidiaries of Parent (Cavalier Subsidiaries)



**EXHIBIT B**

SEC Form 8-K of Parent

# PAETEC Holding Corp. (PAET)

**8-K**

Current report filing

Filed on 05/31/2011

Filed Period 05/31/2011



THOMSON REUTERS

Westlaw<sup>®</sup> BUSINESS

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **May 31, 2011**

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**PAETEC Holding Corp.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**One PAETEC Plaza  
600 Willowbrook Office Park  
Fairport, New York**  
(Address of principal executive offices)

**000-52486**  
(Commission  
File Number)

**20-5339741**  
(IRS Employer  
Identification No.)

**14450**  
(Zip Code)

Registrant's telephone number, including area code: **(585) 340-2500**

**Not Applicable**

(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On May 31, 2011, PAETEC Holding Corp. ("PAETEC Holding") entered into an Amended and Restated Credit Agreement, dated as of May 31, 2011 (the "Credit Agreement"), among PAETEC Holding, as Borrower, the Lenders party thereto, Bank of America, N.A., as Administrative Agent, Deutsche Bank Securities Inc. and Goldman Sachs Bank USA, as Co-Syndication Agents, and JPMorgan Chase Bank, N.A. and Credit Suisse Securities (USA) LLC, as Co-Documentation Agents. The Credit Agreement amends and restates the Credit Agreement, dated as of February 28, 2007, as amended (the "Original Credit Agreement"), among PAETEC Holding, as Borrower, the Lenders party thereto, Deutsche Bank Trust Company Americas, as Administrative Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Syndication Agent, and CIT Lending Services Corporation, as Documentation Agent.

Under the Credit Agreement, the lenders have made available to PAETEC Holding \$225 million of senior secured credit facilities consisting of the following:

- a \$100 million term loan credit facility under which PAETEC Holding obtained term loans on May 31, 2011 in an aggregate principal amount of \$100 million; and
- a revolving credit facility under which PAETEC Holding may obtain from time to time revolving loans of up to an aggregate principal amount of \$125 million outstanding at any time.

PAETEC Holding is the borrower under the term loan and revolving credit facilities. All obligations under the facilities are unconditionally guaranteed on a senior secured basis by all of PAETEC Holding's directly and indirectly owned domestic subsidiaries, except as expressly provided in the Credit Agreement (such subsidiary guarantors collectively with PAETEC Holding, the "PAETEC loan parties"). The obligations of the PAETEC loan parties under the credit facilities are secured by first-priority liens on, and first-priority security interests in, substantially all of their assets.

PAETEC Holding may elect, subject to pro forma compliance with a total leverage ratio covenant and other conditions, to solicit the lenders under the Credit Agreement or other prospective lenders to extend up to \$300 million in aggregate principal amount of additional loans under the credit facilities.

Borrowings under the credit facilities may be used for working capital, capital expenditures and general corporate purposes, including payment of outstanding borrowings incurred by PAETEC Holding under the Original Credit Agreement and payment of the merger consideration and other costs and expenses related to the completion of PAETEC Holding's previously announced acquisition by merger of XETA Technologies, Inc. See Item 2.03 of this report for information about the application of the \$100 million of term loan borrowings incurred by PAETEC Holding on the credit facility closing date of May 31, 2011. A portion of the revolving credit facility is available for the issuance of letters of credit to support PAETEC Holding's operating requirements.

The term loan facility will mature on May 31, 2018. PAETEC Holding will be required to make quarterly principal payments of \$250,000 beginning in the quarter ending June 30, 2011 and continuing each quarter through the term loan facility maturity date. In addition, PAETEC Holding will be required to make principal repayments under the term loan facility from specified excess cash flows from operations and from the net proceeds of specified types of asset sales, debt issuances, and insurance recovery and condemnation events.

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The revolving credit facility will mature on May 31, 2016 except that, if more than \$25 million in aggregate principal amount of PAETEC Holding's outstanding 9.5% Senior Notes due 2015 are outstanding on January 15, 2015, the revolving credit facility will mature on January 15, 2015. There are no scheduled principal payments under the revolving loans. Any outstanding revolving loans will be payable in full on the revolving loan maturity date.

Interest accrued on borrowings outstanding under the credit facilities generally is payable on a monthly or quarterly basis. The term loan borrowings bear interest, at PAETEC Holding's option, at an annual rate equal to either a specified base rate plus a margin of 2.50%, or the applicable London interbank offered rate ("LIBOR") plus a margin of 3.50%. The margin applicable to loans under the revolving credit facility is subject to specified reductions based on certain reductions in the company's total leverage ratio and is either the specified base rate plus a margin of 1.75% to 2.25% or LIBOR plus a margin of 2.75% to 3.25%. The base rate is equal to the highest of a specified prime lending rate, the overnight federal funds rate plus 0.50%, one month LIBOR plus 1.00%, and, with respect to term loan borrowings, 2.50%. Subject to availability and other conditions, PAETEC Holding has the right to select interest periods of 1, 2, 3, 6 or, in the case of the revolving credit facility borrowings (subject to the approval of the revolving credit lenders), 9 or 12 months for LIBOR loans.

The Credit Agreement contains customary representations and warranties by PAETEC Holding, as well as customary events of default. The Credit Agreement requires the PAETEC loan parties to comply with affirmative and negative covenants customarily applicable to senior secured credit facilities, including covenants restricting the ability of the PAETEC loan parties, subject to specified exceptions, to incur additional indebtedness and additional liens on their assets, engage in mergers or acquisitions or dispose of assets, pay dividends or make other distributions, voluntarily prepay certain other indebtedness, enter into transactions with affiliated persons, make investments, change the nature of their businesses and amend the terms of certain other indebtedness. The Credit Agreement permits the incurrence of \$55 million of non-recourse debt for the acquisition and construction of PAETEC Holding's new corporate headquarters.

PAETEC Holding is required to satisfy a total leverage ratio under which the ratio of its consolidated debt to its adjusted consolidated EBITDA (as defined for purposes of the Credit Agreement) will not be permitted to be greater than (a) 5.00:1.00 on the last day of any fiscal quarter ending before December 31, 2011 or (b) 4.75:1.00 on the last day of any fiscal quarter ending on or after December 31, 2011.

Upon the effectiveness of the Credit Agreement, the credit facilities under the Original Credit Agreement and all commitments of the lenders thereunder were terminated.

Bank of America, N.A., Deutsche Bank Securities Inc., Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A. and Credit Suisse Securities (USA) LLC or their affiliates have provided investment banking services to PAETEC and/or have been lenders under PAETEC's senior secured credit facilities.

The information set forth under Items 2.03 and 8.01 of this report is incorporated by reference in this Item 1.01.

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**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off Balance Sheet Arrangement of a Registrant.**

The information set forth under Items 1.01 and 8.01 of this report is incorporated by reference in this Item 2.03.

On May 31, 2011, upon the closing of the transactions under the Credit Agreement for PAETEC Holding's new senior secured credit facilities described under Item 1.01 of this report, PAETEC Holding became obligated as the borrower, and, except as expressly provided in the Credit Agreement, PAETEC Holding's directly and indirectly owned domestic subsidiaries became obligated as guarantors, under \$100 million in aggregate principal amount of first-lien secured indebtedness under the term loan facility. PAETEC Holding and its subsidiaries applied or will apply the proceeds of such indebtedness as follows:

- approximately \$69.5 million to pay the merger consideration and associated costs and expenses related to the completion on May 31, 2011 of PAETEC Holding's previously announced acquisition by merger of XETA Technologies, Inc., including repayment of borrowings outstanding under the acquired company's revolving line of credit;
- approximately \$25.1 million to repay in full all outstanding revolving loans incurred under the Original Credit Agreement; and
- the remaining proceeds to pay fees and expenses incurred in connection with the new credit facilities, and for other general corporate purposes.

PAETEC Holding received gross proceeds of \$99.8 million from its \$100 million of borrowings under the term loan facility.

Subject to conditions of availability under the revolving credit facility, PAETEC Holding may become obligated as the borrower, and PAETEC Holding's directly and indirectly owned domestic subsidiaries may become obligated as guarantors, under up to \$125 million in aggregate principal amount of additional first-lien secured indebtedness outstanding at any time.

The Credit Agreement contains customary events of default, including an event of default upon a change of control of PAETEC Holding. An event of default will occur under the new credit facilities if PAETEC Holding or, in some circumstances, another PAETEC loan party fails to make any payment when due, fails to comply with affirmative or negative covenants, makes a material misrepresentation, defaults on other specified indebtedness, fails to discharge specified judgments, loses a material license or governmental approval, becomes subject to specified claims under ERISA or environmental laws, or becomes subject to specified events of bankruptcy, insolvency, reorganization or similar events. If an event of default occurs and is not cured within any applicable grace period or is not waived, the lenders would have the right to accelerate repayment of the indebtedness under the credit facilities to the extent provided in the Credit Agreement and other credit documents and applicable law.

**Item 8.01 Other Events.**

The information set forth under Items 1.01 and 2.03 of this report is incorporated by reference in this Item 8.01.

On May 31, 2011, PAETEC Holding completed its previously announced acquisition by merger of XETA Technologies, Inc ("XETA") pursuant to the Agreement and Plan of Merger, dated February 8, 2011 (the "Merger Agreement"), by and among PAETEC Holding, Hera Corporation, an indirect wholly-owned

subsidiary of PAETEC Holding, and XETA. Under the terms of the Merger Agreement, Hera Corporation merged with and into XETA (the "Merger"), with XETA continuing as the surviving corporation of the Merger and as an indirect wholly-owned subsidiary of PAETEC Holding.

At the effective time of the Merger, each share of XETA common stock issued and outstanding immediately prior to the effective time (other than shares held in the treasury of XETA and any shares owned by PAETEC Holding or any of its subsidiaries) was converted into the right to receive \$5.50 in cash, without interest (the "Merger Consideration"). In addition, immediately prior to the effective time of the Merger, all remaining forfeiture restrictions applicable to restricted shares of XETA common stock under XETA's 2004 Omnibus Stock Incentive Plan expired and the holders thereof became entitled to receive the Merger Consideration with respect to each such share. Certain options to purchase shares of XETA common stock outstanding immediately prior to the effective time of the Merger became fully vested immediately prior to the effective time. Holders of warrants and vested options to purchase XETA common stock became entitled to receive (in each case, in accordance with the terms of their respective plans and agreements) the product of (a) the number of shares of XETA common stock that would have been acquired upon the exercise of the warrant or stock option, multiplied by (b) the excess, if any, of the Merger Consideration over the exercise price to acquire a share of XETA common stock under such warrant or stock option. The total Merger Consideration was approximately \$61 million.

The foregoing description of the Merger Agreement does not purport to be complete and is subject to, and qualified in its entirety by, reference to the full text of the Merger Agreement, which was previously filed as Exhibit 2.1 to PAETEC Holding's Current Report on Form 8-K filed on February 10, 2011 with the Securities and Exchange Commission.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits. PAETEC Holding herewith files the following exhibit:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
2.1	Agreement and Plan of Merger, dated February 8, 2011, among PAETEC Holding Corp., Hera Corporation and XETA Technologies, Inc. (including form of Voting Agreement). Filed as Exhibit 2.1 to the Current Report on Form 8-K of PAETEC Holding filed on February 10, 2011 and incorporated herein by reference.

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 31, 2011

PAETEC Holding Corp.

/s/ Mary K. O'Connell

Mary K. O'Connell

Executive Vice President, General Counsel and Secretary  
(Duly Authorized Officer)

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INDEX TO EXHIBITS

Exhibit No.

Description of Exhibit

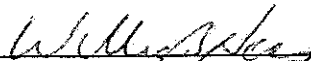
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CITY OF WASHINGTON  
DISTRICT OF COLUMBIA

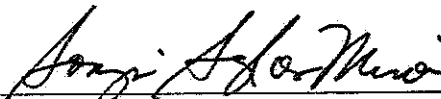
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**VERIFICATION**

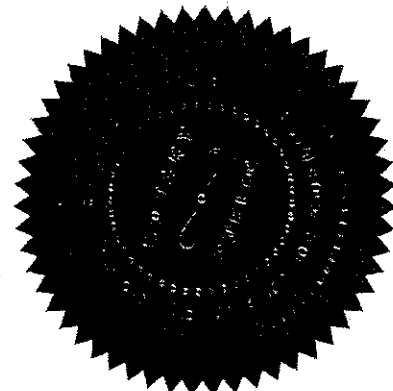
I, William A Haas, state that I am Corporate Vice President Regulatory and Public Policy of PAETEC Holding Corp., the ultimate parent of the Registrant(s) to the foregoing filing (collectively, the "Company"); that I am authorized to make this Verification on behalf of the Company; that the foregoing filing was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information, and belief.

  
\_\_\_\_\_  
William A Haas  
Corporate Vice President Regulatory and  
Public Policy  
PAETEC Holding Corp.

Sworn and subscribed before me this 26th day of May, 2011.

  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_  
Sonja Sykes-Minor  
District of Columbia, Notary Public  
My Commission Expires  
October 14, 2014



## CERTIFICATION OF SERVICE

I hereby certify that I have served a copy of the foregoing document by first class mail upon the participants listed below in accordance with the requirements of 52 Pa. Code Section 1.54 and 1.55.


Office of Consumer Advocate  
555 Walnut Street, 5<sup>th</sup> Floor, Forum Place  
Harrisburg, PA 17101-1923

Office of Small Business Advocate  
300 North Second Street  
Suite 1102 Commerce Bldg.  
Harrisburg, PA 17101

Office of Trial Staff  
PA Public Utility Commission  
Commonwealth Keystone Bldg.  
400 North Street  
Harrisburg, PA 17120

William A. Haas  
Vice President of Public Policy &  
Regulatory  
PAETEC Holding Corp  
One Martha's Way  
Hiawatha, IA 52233

Jean L. Kiddoo  
Brett P. Ferenczak  
Bingham McCutchen LLP  
2020 K Street, N.W., Suite 1100  
Washington, DC 20006-1806

  
Renardo L. Hicks

Dated: June 2, 2011