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December 21, 2006

06-1497-TP-ALE

Overnight Delivery

Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, OH 43215-3793

Re: Application of ABA Net, LLC for Authority to Operate as a Reseller of Intrastate
Interexchange Telecommunications Services within the State of Ohio

Dear Sir/Madam:

Enclosed, on behalf of ABA Net, LLC, ("ABA Net"), is an original and seven (7) copies of its application, including a proposed tariff and Service Requirement Form, for authority to operate as a reseller of intrastate interexchange telecommunications services within the state of Ohio. ABA Net is not currently providing telecommunications service in the state of Ohio.

Please acknowledge receipt of this filing by returning a date-stamped copy of this letter in the return envelope provided for this purpose.

If you or your staff has any questions regarding this matter, please contact me at (202) 939-7921 or via e-mail at esoriano@fw-law.com. Thank you for your assistance in this matter.

Sincerely,

Enrico C. Soriano/ECF

Enrico C. Soriano
Counsel to
ABA Net, LLC

Enclosures

192104

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

ABA NET, LLC
In the Matter of the Application of _____)
_____) Case No. 06 - 1497 - TP - ACE
Provide Resold Interexchange Service in Ohio
to _____)

ABA NET, LLC
Name of Registrant(s) _____
ABA NET, LLC
DBA(s) of Registrant(s) _____
11510 Georgia Ave., Suite 101, Silver Spring, MD 20902
Address of Registrant(s) _____
www.abanet.us
Company Web Address _____
Gerard C. Flavin (301) 903-9016 (301) 603-9017
Regulatory Contact Person(s) _____ Phone _____ Fax _____
jflavin@abanet.us
Regulatory Contact Person's Email Address _____
Gerard C. Flavin (301) 903-9016
Contact Person for Annual Report _____ Phone _____
Gerard C. Flavin (301) 903-9016
Consumer Contact Information _____ Phone _____

Date _____ TRF Docket No. _____ - _____ - CT-TRF or _____ - _____ - TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☒ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS
☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. *It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.*

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☒ 3 (ACE) X New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
☐ a. Switched Local ☐ b. Non-switched local ☒ c. CTS ☒ d. Local and CTS ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
☐ vi. Grandfather service (30-day approval, 10 copies)
☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)

- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
 - ☐ a. CLEC (60-day approval, 10 copies)
 - ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
 - ☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
 - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services
NOTE: Notifications do not require or imply Commission Approval.
 - ☐ a. New End User Service (0-day notice, 10 copies)
 - ☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
 - ☐ c. Withdrawal of service (0-day notice, 10 copies)
- ☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
 - ☐ a. Tier 1
 - ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
 - ☐ Paper Tariff
 - ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
CTR Docket No. _____ - _____ - TP - CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input checked="" type="checkbox"/>	[3]	Completed Service Requirements Form.
<input checked="" type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input checked="" type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input checked="" type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: <ol style="list-style-type: none"> 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input checked="" type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input checked="" type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.

<input type="checkbox"/>	[3a,3b,3d, 9a,(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input checked="" type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input checked="" type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input checked="" type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input checked="" type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input checked="" type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357). Applicant is not a CLEC.
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input checked="" type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> XX Electronic Tariff - If electronic, provide the web address for the tariff: www.abanet.us

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription NOT APPLICABLE

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided] **XX**
- Emergency Services Calling Plan [Required if toll service provided] **XX**
- Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service] **NOT**

APPLICABLE

- Limitation of Liability Language [Required for all who have tariff language that may limit their liability] **XX**
- Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- Service Connection Assistance (SCA) [Required for all LECs] **NOT APPLICABLE**
- Local Number Portability and Number Pooling [Required for facilities-based LECs] **NOT APPLICABLE**
- Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

NOT APPLICABLE

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Gerard C. Flavin, Executive Vice President, 11510 Georgia Ave., Suite 101, Silver Spring, MD 20902, (301) 903-9016

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Gerard C. Flavin, Executive Vice President, 11510 Georgia Ave., Suite 101, Silver Spring, MD 20902, (301) 903-9016

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

None

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, ABA Net, LLC, and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/14/06 at FREDERICKSBURG, VA.
(Date) (Location)

State of Texas

County of Gillespie

Sworn to and
subscribed before me this
14th day of December

Gerard C. Flavin 12/14/06
(Signature and Title) (Date)
Executive Vice President

* This affidavit is required for every tariff filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Notary Public, State of Texas
My Comm. Expires 01-28-2008

VERIFICATION

I, Gerard C. Flavin verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

Gerard C. Flavin 12/14/06
(Signature and Title) (Date)
Executive Vice President

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division *(or to the Telecommunications Division Chief if a prefiling submittal)*
180 East Broad Street, Columbus, OH 43215-3793

EXHIBIT 1

Completed Service Requirements Form

TELEPHONE SERVICE REQUIREMENTS FORM

Pursuant to Case Nos. 95-845-TP-COI, 99-998-TP-COI, 99-563-TP-COI, and 04-1785-TP-ORD

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):

☒ 1. ***SALES TAX*** (*See also Case No. 87-1010-TP-UNC*)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

☒ 2. ***MTSS TARIFF REQUIREMENTS***

☒ The provider attests that its tariffs include:

- provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
- Toll Caps (choose one):
 - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
 - ☐ not applicable since the provider has not chosen to incorporate toll caps.
- language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
- language regarding residential service guarantors, as cited in 4901:1-5-14;
- language regarding subscriber bills, as cited in 4901:1-5-15;
- language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,

- o language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

☐ Cancellation of Service:

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage;

☐ Advance Payment:

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

[x] 3. **SURCHARGES**

The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission specifically approves same. The company shall not place a separate line

Provider's Name: _____

Case No. ____-____-TP-____

Case No. ____-____-____-TRF

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(Date Filed)

item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

☒ 4. **1+ INTRALATA PRESUBSCRIPTION - Basic Local Exchange Providers Only** (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Provider's Name: _____
 Case No. ____ - ____ -TP- ____
 Case No. ____ - ____ - TRF
 Issued: _____
 (Date Filed)

Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D; Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be

Provider's Name: _____
Case No. ____ - ____ - TP - ____
Case No. ____ - ____ - ____ - TRF
Issued: _____
(Date Filed)

required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

e. IntraLATA Presubscription Charges

i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as follows:

- a. The charge shall be no greater than those set forth in Paragraph (e)(ii), unless modified by a company-specific Commission-approved tariff.
- b. If a Subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

--	Manual Process	\$5.50
--	Electronic Process	\$1.25

B. REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

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□ 1. **DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE**

Applicable to all telephone companies offering message toll service (MTS) (See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or

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- ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or
- iii. For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.
- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

☐ **2. EMERGENCY SERVICES CALLING PLAN**

Applicable to all CLECs and CTSS offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service

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agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.

- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

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☐ 3. **ALTERNATIVE OPERATOR SERVICES**

By checking this box, the provider attests that it will provide alternative operator services (AOS) as defined in Rule 4901:1-6-01(A) of the Ohio Administrative Code (O.A.C.) in compliance with all of the AOS service parameters set forth in Rule 4901:1-6-23, O.A.C.

☐ 4. **LIMITATION OF LIABILITY**

The following is applicable to all telephone companies that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

☐ 5. **TERMINATION LIABILITY**

The following is applicable to all telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

☐ 6. **SERVICE CONNECTION ASSISTANCE (SCA)**

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified

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customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges.

☐ 7. **LOCAL NUMBER PORTABILITY and NUMBER POOLING**

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

☐ 8. **TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES**

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

☐ **Option 1**

Tariffing

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated components of a package or bundle of services either as a package at a separate, single rate for the regulated components or individually at individual tarified rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tarified.

Disconnection Procedures

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

Staff Notice

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff

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shall identify the regulated and unregulated services included and the packaged rate (the combined tariffed and untariffed rate).

☐ **Option 2**

Tariffing

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

Disconnection Procedures

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

Disconnection Notice

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

☐ **9. INMATE OPERATOR SERVICES**

By checking this box, the provider attests that it will provide inmate operator services (IOS) as defined in Rule 4901:1-6-01(A) of the Ohio

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Administrative Code (O.A.C.) in compliance with all of the IOS service parameters set forth in Rule 4901:1-6-23, O.A.C.

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EXHIBIT 2

Proposed Tariff

**REGULATIONS RATES AND SCHEDULES
OF CHARGES APPLICABLE TO
RESOLD INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES
FURNISHED BY
ABA NET, LLC
BETWEEN POINTS
WITHIN THE STATE OF OHIO
AS PROVIDED FOR HEREIN**

Service is provided by means of wire, radio, terrestrial or satellite facilities or any combination thereof, as specified herein.

A copy of this Tariff is on file with the Public Utilities Commission of Ohio.

A copy of this Tariff is available for review during normal business hours at the Company's principal place of business located at 11510 Georgia Avenue, Suite 101, Silver Spring, MD 20902.

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Effective: [date]

Issued by:

Mirsad Causevic
President and CEO
ABA NET, LLC

11510 Georgia Avenue, Suite 101
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CHECK SHEET

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

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TARIFF FORMAT

- A. Sheet Numbering – Page 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 pages already in effect, a decimal is added. For example, a new sheet added between 14 and 15 would be 14.1
- B. Sheet Revision Numbers – Revisions numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page revision on file with the Commission. For example, the 4th Revised page 14 cancels the 3rd Revised page 14. Because of various suspension periods, deferrals, etc., the Public Utilities Commission of Ohio follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – there are five levels of paragraph coding. Each level of coding is subservient to its next higher level.
2.
2.1
2.1.1
2.1.1.1
2.1.1.1.A
2.1.1.1.A.1
2.1.1.1.A.1(a)
2.1.1.1.A.1(a).I
2.1.1.1.A.1(a).I.(i)
2.1.1.1.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 pages are added, the check sheet is changed to reflect the revision. An asterisk (*) designates all revisions made in a given filing. There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

- 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 to Rate or Charge

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SECTION 1.0 – GENERAL**1.1 Application of Tariff**

1.1.1 This Tariff contains the regulations and rates applicable to the provision of resold intrastate long distance telecommunications service by ABA NET, LLC, hereinafter referred to as the “Company” or “ABA Net”, from its points of presence in the State of Ohio to other points in the state. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.2 The provision of such service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.1 Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the service as required.

1.2.2 Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

1.2.3 Commission

The Public Utilities Commission of Ohio.

1.2.4 Company

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ABA Net, LLC.

1.2.5 Consumer

A person initiating any intrastate interexchange telephone call.

1.2.6 Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

1.2.7 Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's services and/or facilities.

1.2.8 Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal or network of the Company.

1.2.9 Domestic Message Telecommunications Services (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customers for the completion of long distance voice transmission from the Company's points of presence to domestic points as specified herein.

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1.2.10 Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982 (United States District Court, District of Columbia) as amended by the Court in its orders issued prior to October 17, 1990.

1.2.11 Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2.12 Local Exchange Carrier (LEC)

A company providing local telephone exchange service.

1.2.13 Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

1.2.14 Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.15 Premise

The spaces designated by a Customer as its place or place of business for provision of service or for its own communications needs.

1.2.16 Service

The offerings by the Company to the Customer under this Tariff.

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SECTION 2.0 – RULES AND REGULATIONS**2.1 Application of Tariff****2.1.1 Scope**

The Company is a carrier providing intrastate interexchange (long distance) communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the State of Ohio as described in this Tariff.

2.1.2 Limitations

2.1.2.1 The services provided pursuant to this Tariff are offered subject to the availability of facilities and the other provisions of this Tariff.

2.1.2.2 The Company does not undertake to transmit communications or messages, but rather furnishes facilities, service and equipment for such transmissions by the Customer.

2.1.2.3 The Company retains the right to deny service to any new Customer, which fails to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

2.2 Obligations of the Customer

2.2.1 All Customers assume general responsibilities in connection with the provision and use of the Company's service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2 herein.

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- 2.2.2 The Customer is responsible for the payment of all charges for any and all services or facilities provided by the Company to the Customer.
- 2.2.3 Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.4 The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's services; and any other claim resulting from any act or omission of the Customer regarding the use of the Company's facilities.
- 2.2.5 Nothing contained herein, or in any other provision of this Tariff or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.6 The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.7 The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.8 In the event a suit is brought by the Company and won, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer and judgment is made in favor of the Company, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.

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2.2.9 The Customer understands that the services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:

- A. Using the service for any purpose which is in violation of any law. A customer reselling or rebilling the Company's service must be certificated as an interexchange carrier by the Commission.
- B. Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for services, or assisting any other person or firm in such regard.
- C. Attempting to, or actually obtaining, accessing, altering or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
- D. Using the services in a manner that interferes unreasonably with the use of service by one (1) or more other Customers.
- E. Using the service to convey information deemed to be obscene, salacious or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

2.2.10 The Customer shall be responsible for all maintenance of such equipment and/or facilities.

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2.3 Liabilities of the Company

- 2.3.1 The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff, including but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- 2.3.2 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots or wars.
- 2.3.3 The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment or services used by a Customer, with the Company's services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer provided equipment, facilities or services.

2.4 Service Orders

The Customer must place an application for service with the Company to initiate the services provided pursuant to this Tariff. All applications for services must provide, at a minimum, the following information:

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- 2.4.1 Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.2 Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from 2.4.1 above.
- 2.4.3 The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for service if such information is applicable and available.

2.5 Charges and Payments for Service Facilities

2.5.1 Deposits and Advanced Payments

- A. Deposits – The Company does not require deposits at this time, but retains the right to require one subject to the requirements of Ohio MTSS 4901:1-5-13 (relating to credit worthiness and deposits) and 4901:1-5-14 (relating to third-party guarantor in lieu of a deposit).
- B. Advanced Payments – The Company may, subject to its sole discretion, accept advance payments not to exceed one (1) month estimated charges and will apply that payment towards the Customer's next month's bill.

2.5.2 Description of Payment and Billing Periods

- A. Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- B. The Company's name (ABA Net or ABA NET, LLC) and the Company's toll-free number (for receiving inquiries and complaints) will appear on the end-user's bills. Such end-user's bills shall comply with the substantive requirements of Ohio MTSS 4901:1-5-15 (relating to subscriber bills).

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2.5.3 Taxes, Gross Revenue, Gross Income and Gross Earnings Surcharges

- A. Sales tax is covered by State statute and other applicable taxes may be covered by State or Federal statutes. Any applicable taxes will be included on Customer bills, as separate line items, in accordance with any applicable rules of the state or federal regulatory authority.
- B. In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown as line items and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

2.5.4 Payment and Late Payment Charge

- A. Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due. (Currently, the highest allowable rate is one and one half percent (1 1/2%) per month.)
- B. Collection procedures are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- C. Service may be denied or disconnected, upon seven (7) days written notice, at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.4.A. Restoration will be subject to all applicable installation charges.

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Effective: [date]

Issued by:

Mirsad Causevic
President and CEO
ABA NET, LLC

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Silver Spring, MD 20902

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2.5.5 Suspension or Termination for Nonpayment

In accordance with the requirements of Ohio MTSS 4901:1-5-19(K), the Company reserves the right to terminate or suspend service for nonpayment of bills upon seven (7) days written notice to the Customer. Such action will occur no sooner than fourteen (14) days after the due date of the Customer's invoice.

2.5.6 Credit Allowances/Service Interruptions

- A. Upon customer request, the Company will credit a Customer's account for service interruptions which are not due to the Company's testing or adjusting less than two continuous hours, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. For purposes of computing a credit for services, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for the service affected for each full hour of the interruption.
- B. Credit allowances for interruption of service or equipment starts when the Customer notifies the Company of the interruption and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- C. The Customer shall notify the Company of interruptions of service or equipment and make reasonable attempts to ascertain that the interruption is not caused by Customer-provided equipment or Customer-provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.

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- D. Only those portions of the service or equipment operation disabled will be credited.
- E. Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.7 below.

2.5.7 Service Interruption Measurement

- A. In the event of an interruption of service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all service charges billed by the Company for services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30)-day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted service.

The credit allowance formula is as follows:

$$\frac{A \times B}{720} = \text{Credit Allowance}$$

A=Duration of service interruptions measured in hours.

B=Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to service.

- B. A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the

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Company.

2.6. Termination or Denial of Service by the Company

2.6.1 In accordance with the requirements of Ohio MTSS 4901:1-5-17, the Company may refuse, discontinue, or terminate service, by notifying or attempting to notify the Customer, under the following conditions, without incurring any liability of any nature, provided that, the Customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency:

- A. For noncompliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telecommunications services;
- B. For noncompliance with or violation of Commission regulations or Company's rules and regulations on file with the Commission;
- C. For committing a fraudulent practice as set forth and defined in this Tariff. Whenever service is disconnected for fraudulent use of services the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use; or
- D. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

2.6.2 In accordance with the requirements of Ohio MTSS 4901:1-5-17, the Company may refuse, discontinue, or terminate service, without notice, under the following conditions, without incurring any liability of any nature:

- A. When an emergency may threaten the health or safety of a person, or the local service provider's or the Company's distribution system. If service is disconnected, the Company shall act promptly

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to restore service as soon as possible;

- B. When a Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or Customers; or
- C. When a Customer tampers with facilities or equipment owned by the Company.

2.6.3 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice and allowed a reasonable time to comply with any rate or remedy any deficiency:

- A. For neglect or refusal to provide Company with reasonable access for the purpose of inspection or maintenance of equipment owned by the Company;
- B. For noncompliance with or violation of any state or municipal law, ordinance or regulation pertaining to telephone service;
- C. For the use of service provided by Company for any other property or purpose than that described in the application.

2.7. Special Services

2.7.1 General

For the purpose of this Tariff, Special Services are deemed to be any service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission to the extent required by applicable rules and regulations.

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2.7.2 When Applicable

Special Services rates apply in the following circumstances:

- A. If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide service to its Customer;
- B. If at the request of the Customer, the Company provides technical assistance not normally required to provide service;
- C. Where special signaling, conditioning equipment, or other features are required to make Customer provided equipment compatible with the Company's service;
- D. When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- E. If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one (1) hours, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide service.

2.7.3 Cancellation

If a Customer orders service requiring special facilities dedicated to the Customer's use and then cancels its order before the service begins, before completion of any minimum service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly

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charges. If, based on such an order, any construction has either begun or been completed, but no such service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers for proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. The rates and terms of such contracts will be filed with the Commission to the extent required by applicable rules and regulations.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. 'When the revenue to be derived from the service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Pricing Arrangements as described in Section 2.8 of this Tariff.

2.10 Inspection, Testing and Adjustment

2.10.1

The Company 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 Company's equipment or connecting facilities. The Company may interrupt service at any time, without penalty or liability to itself, where necessary to prevent improper use of service, equipment, facilities or connections.

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2.10.2

Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 Complaint Procedure

2.11.1

The Customer can contact the Company with any billing or service inquiries or complaints by dialing 1-866-TO-BRADA (1-866-862-7232), or by writing to the Company at 11510 Georgia Avenue, Suite 101, Silver Spring, MD 20902. The Company will resolve all complaints in a timely fashion and will credit the Customer's bill in the event a charge is found to be erroneous.

2.11.2

In the event that the Company is unable to resolve a billing dispute properly brought to its attention, the Customer may direct the complaint to the attention of the Commission.

2.12 Miscellaneous Regulations Regarding Establishment of Service

Consistent with the requirements of Ohio MTSS 4901:1-5-13, the Company may require a service applicant to establish financial responsibility as a condition precedent to establishing service. The Company may rely on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness need be established. A service applicant cannot, however, be denied service, on creditworthiness grounds, unless the service applicant has been provided an opportunity to establish financial responsibility through every means available for doing so provided in Chapters 4901:1-5 and 4901:1-17 of the Ohio Administrative code.

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SECTION 3.0 - GENERAL CLASSIFICATION AND DESCRIPTION OF SERVICES**3.1 Service Points**

The Company provides long distance communications services to customers throughout the State of Ohio.

3.2 Measurements

The Company offers flat rate service.

3.3 Calculation of Distance

Usage charges for all mileage sensitive products, if offered, are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call. The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the serving wire center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the wire centers. Obtain the difference between the "H" coordinates,

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$V = \frac{\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}}{10}$$

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President and CEO
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3.4 Services

The Company provides the following services:

3.4.1 Message Toll Service

Dialing is achieved by Customer's telephone line being programmed by the local telephone company to automatically route 1+ calls to the Company's network or by the Customer dialing an access code issued by the Company.

3.4.2 Inbound Service (8XX)

Inbound Service is a virtual banded inbound toll service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the Customer's location. Inbound services originate via normal shared use facilities and are terminated via the Customer's local exchange service access line.

The Company will accept a prospective inbound service Customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first-come-first-served basis. All requests for number reservations must be made in writing, dated and signed by a duly authorized representative of the Customer. The Company does not guarantee availability of number(s) until assigned. The inbound service telephone number(s) so requested, if later determined to be available, will be reserved for and furnished to the eligible Customer.

3.4.3 Travel Card Service

This service allows Customers to place calls by gaining access to the network via an 800 number and personal identification (PIN) number issued by the Company.

3.5 Billing Increments

Usage for each service is billed in increments. Partial usage will be rounded up to the nearest highest six-second interval. A minimum of sixty (60) seconds is required.

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Issued by:

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3.6 Call Rounding

All calls are rounded to the next highest billing interval. Total charge for a fraction of a cent will be rounded to the next highest whole count.

3.7 Special Promotions

The Company may, from time to time, offer special promotions to Customers, subject to and consistent with, Commission regulations.

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President and CEO
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SECTION 4.0 - RATES AND CHARGES**4.1 MTS Service**

\$0.0451 per minute

4.2 Inbound Service

\$0.0833 per minute

4.3 Pay Telephone (Payphone) Surcharge

A \$0.35 surcharge will be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX, subject to change as the Federal Communications Commission or payphone service providers change the applicable payphone compensation.

4.4 Dishonored Check Charge

Customers whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

\$30.00 per check

4.5 Reconnection Charge

\$20.00 per reconnection

188515v2

Issued: [date]

Effective: [date]

Issued by:

Mirsad Causevic
President and CEO
ABA NET, LLC

11510 Georgia Avenue, Suite 101
Silver Spring, MD 20902

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EXHIBIT 3

Notification to the Ohio Department of Taxation

FLEISCHMAN AND WALSH, L. L. P.

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

1919 PENNSYLVANIA AVENUE, N. W.

SUITE 600

WASHINGTON, D. C. 20006

TEL (202) 939-7900 FAX (202) 745-0916

INTERNET www.fw-law.com

ENRICO C. SORIANO

(202) 939-7921

ESORIANO@FW-LAW.COM

December 21, 2006

Ohio Department of Taxation
Public Utilities Tax
30 E. Broad Street
21st Floor
Columbus, OH 43266-0030

Re: ABA Net, LLC

Dear Sir/Madam:

Please accept this letter as notification that the above referenced company intends to operate as a telephone utility within the State of Ohio. The Company is a Maryland Limited Liability Company authorized to transact business in Ohio. Certification with the Ohio Public Utilities Commission is currently pending.

The Company's contact is Gerard C. Flavin, Executive Vice President, ABA Net, LLC, 11510 Georgia Avenue, Suite 101, Silver Spring, Maryland 20902, Telephone No. (301) 603-9016.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Enrico C. Soriano".

Enrico C. Soriano

EXHIBIT 4

Description of Services Proposed

Description of Services Proposed

ABA Net proposes to offer resold interexchange long distance telephone services to customers throughout Ohio. Services that ABA Net plans to offer include, but are not limited to, MTS outbound service, In-bound 8XX, and Travel Card service. Additional services may be offered as business and customer needs dictate, consistent with the Commission's authorization and requirements. ABA Net does not intend to deploy any facilities in Ohio for the purpose of providing interexchange service. Rather, ABA Net will purchase from, and utilize the facilities of, facilities-based long distance providers currently operating in Ohio. Moreover, the technology that will be utilized to complete interexchange calls is that used by the underlying facilities-based providers which could be a combination of technologies, including traditional circuit switching as well as packet switching (e.g., Internet Protocol-based). Services will be offered twenty-four hours a day, seven days a week.

EXHIBIT 5

Technical and Managerial Expertise

EXHIBIT 3

MANAGERIAL BIOGRAPHIES

Mirsad Causevic, Chief Executive Officer

Prior to founding ABA Net, Mr. Causevic served Bosnia as Deputy Minister of Foreign Affairs. After moving to the U.S., he worked as a Software Engineer and created the Bosnian American Association - a nonprofit alliance dedicated to helping Bosnian immigrants and refugees. Mr. Causevic is also founder of Brada Travel, LLC one of the most successful travel agencies serving the Balkan community in the U.S. Mr. Causevic transformed Brada Travel from a start-up travel agency with no industry contacts or existing customer base into a dynamic company with 2005 sales exceeding \$2 Million. Through April 2006, Brada Travel exceeded \$2.3 Million in sales. It is Mr. Causevic's vision, drive, and passion for technology that have driven him to create ABA Net and AirABA.

Gerard C. Flavin, Executive Vice President

Mr. Flavin brings to the role of Executive Vice President a long and notable record of success. In the summer of 1975, Mr. Flavin went to work at Time Inc.'s Corporate Headquarters in New York City. He spent his first two years working in the Accounting and Budgeting Departments before moving on to Time Life Films in late 1977. In 1980, Mr. Flavin left TLF and took a position as Product Manager for Cinemax at HBO. For the next three years, he progressed through several marketing, accounting and finance positions, and in 1983, Mr. Flavin left the corporate staff to take a line job as head of HBO's Dallas office. He remained in Dallas until 1993, when he left Texas to run HBO's Denver office. In 1999, Mr. Flavin was promoted to Senior Vice President and his territory was expanded to include HBO's mid-west regional office which was located in Chicago. In the summer of 2001, he was called back to HBO's corporate office in New York to run all of HBO's domestic sales. Mr. Flavin was promoted to Executive Vice President and was responsible for setting sales and marketing strategy for a work force of 225 people. In January of 2004, after spending nearly 30 years at Time Warner, Mr. Flavin retired from HBO. He currently splits his time between Fredericksburg, Texas and Nantucket, Massachusetts, and he is actively involved in several start-up ventures.

Ismet Traljic, Chief Operations Officer

Mr. Traljic brings to ABA Net extensive technical skill, expertise, and knowledge. He earned his BS, MS, and PhD degrees from the University of Sarajevo's School of Electrical Engineering. An internationally published expert in the field of electronics, networking, and internet technology, Mr. Traljic has worked the United Nations Mission in Bosnia (UMBIH), where he designed and implemented networks over the course of several years.

Anes Jamak, Security Engineer

Named the best student to have attended Sarajevo University's prestigious School of Electrical Engineering in the past 20 years, Mr. Jamak is an invaluable asset to ABA Net. He received his BS in Electrical and Computer Engineering from the University of Sarajevo and his Master's of Applied Science in Electrical and Computer Engineering from the University of Waterloo,

Canada. Mr. Jamak is a recognized expert in numerous fields including cryptography, software development, embedded systems design, and signals and systems. He has worked as an embedded systems designer, software developer, and code-breaker for Bosnia's Ministry of Defense. Mr. Jamak also most recently worked as a project manager and systems engineer for Elektroprivreda, one of Bosnia's most powerful public enterprises, before joining ABA Net. As chief security engineer, Mr. Jamak will be involved in all details of the Company's operations.

Haris Brkanic, Network Engineer

Mr. Brkanic is a published and distinguished Electrical Engineer and will be working alongside Anes Jamak and a group of engineers in running ABA Net's technology division. He earned both his BS and MS in Electrical Engineering from the University of Sarajevo and has extensive expertise in the IP Telephony/ISP field.

EXHIBIT 6

Applicant's Corporate Structure

CEO
Mirsad Causevic

CFO
[Zlatko Hurtic]

- Finance
- Accounting Dept
- Billing Dept

CTO
[Harris Causevic]

- Networking Dept
- Public Services
- Product Dev
- Help Desk
- Tech Support

Executive VP
[Gerard Flavin]

- Marketing Dept
- Sale Dept
- Customer Support

EXHIBIT 7

Certification from Ohio Secretary of State

200615701254

DATE: 06/06/2006	DOCUMENT ID 200615701254	DESCRIPTION REGISTRATION OF FOREIGN LIMITED LIABILITY CO (LFA)	FILING 125.00	EXPED .00	PENALTY .00	CERT .00	COPY .00
---------------------	-----------------------------	--	------------------	--------------	----------------	-------------	-------------

Receipt

This is not a bill. Please do not remit payment.

CORPORATION SERVICE COMPANY
ATTN: LISA VAIDO
887 SOUTH HIGH STREET
COLUMBUS, OH 43206

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1627830

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

ABA NET, LLC

and, that said business records show the filing and recording of:

Document(s):

REGISTRATION OF FOREIGN LIMITED LIABILITY CO

Document No(s):

200615701254



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 5th day of June, A.D. 2006.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form? (Select One)	
Mail Form to one of the following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)

Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Organization for Domestic Limited Liability Company (116-LCA) ORC 1705	(2) <input checked="" type="checkbox"/> Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705 <u>9/28/05</u> (Date of Formation) <u>MARYLAND</u> (State)
--	--

Complete the general information in this section for the box checked above.

Name

ABA Net, LLC

☐ Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd., L.L.C., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional)

(mm/dd/yyyy)

Date specified can be no more than 90 days after date of filing. If a date is specified,
the date must be a date on or after the date of filing.

This limited liability company shall exist for

(Optional)

(Period of existence)

Purpose

(Optional)

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws
of this limited liability company is

(Optional)

(Name)

(Street)

(City)

NOTE: P.O. Box Addresses are NOT acceptable.

(State)

(Zip Code)

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

ABA Net, LLC
(Name)
11510 GEORGIA AVE, SUITE 101
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
SILVER SPRING (City) MD (State) 20902 (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

ABA Net, LLC

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

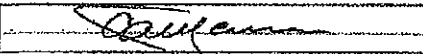
(Name)
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
(City) Ohio (State) (Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (signed)
by an authorized representative
(See instructions)

 5/31/2006
Authorized Representative Date

MIRSAD CAUSEVIC
(Print Name)
11510 GEORGIA AVE, SUITE 101
SILVER SPRING, MD 20902

 
Authorized Representative Date

(Print Name)

EXHIBIT 8

Sample Copy of Customer Bill and Disconnection Notice

Asida Basic
 11510 Gerogia Ave Suite 211
 Silver Spring, MD 20902
 United States
 Phone :12345678

Billing Cycle: **2006-05 thru 2006-05**

DURATION	68:59
NUMBER OF CALLS	41
TOTAL CURRENT CHARGES	2.55
STATE TAXES (4%)	0.10
FED TAXES (2%)	0.05
FCC CHARGES (1.6%)	0.04
UNIVERSAL SERVICE (6.9%)	0.18
APPLIED REFERRAL DISCOUNT (5%)	0.13
OTHER FEES	0.00
PREVIOUS BALANCE	25.03
PAYMENT (THANK YOU!)	25.03
TOTAL AMOUNT DUE	3.05

DETAILS FOR INVOICE

Date and Time	To	Destination	Duration	Cost
2006-05-02 11:12:20	17203527449	Denver, CO	01:09	0.04
2006-05-02 11:27:17	18455040721	Suffern, NY	03:43	0.14
2006-05-02 13:15:24	16516337946	Saint Paul, MN	07:56	0.29
2006-05-02 13:23:31	16516337946	Saint Paul, MN	00:11	0.01
2006-05-02 13:23:55	16516337946	Saint Paul, MN	02:29	0.09
2006-05-02 16:03:55	12062467570	Tukwila, WA	00:54	0.03
2006-05-02 19:41:32	12062467570	Tukwila, WA	01:08	0.04
2006-05-03 17:08:31	17023634802	Las Vegas, NV	02:32	0.09
2006-05-03 18:09:04	14402217558	Willoughby, OH	00:17	0.01
2006-05-03 18:09:39	14402217558	Willoughby, OH	00:17	0.01
2006-05-03 18:10:16	14402217558	Willoughby, OH	00:17	0.01
2006-05-03 18:11:00	14402217558	Willoughby, OH	00:16	0.01
2006-05-03 18:12:07	14402217558	Willoughby, OH	00:17	0.01
2006-05-03 18:12:50	14402217558	Willoughby, OH	00:17	0.01
2006-05-03 18:13:28	14402217558	Willoughby, OH	00:16	0.01
2006-05-03 18:20:10	14402217558	Willoughby, OH	00:13	0.01
2006-05-03 18:20:42	14402217558	Willoughby, OH	00:16	0.01
2006-05-03 18:21:33	14402217558	Willoughby, OH	00:15	0.01
2006-05-03 18:22:23	14402217558	Willoughby, OH	00:17	0.01
2006-05-03 18:24:02	14402217558	Willoughby, OH	00:16	0.01

2006-05-03 18:24:45	14402217558	Willoughby, OH	00:16	0.01
2006-05-03 18:30:39	14402217558	Willoughby, OH	00:16	0.01
2006-05-03 18:33:18	14402217558	Willoughby, OH	00:15	0.01
2006-05-03 18:38:29	14402217558	Willoughby, OH	00:16	0.01
2006-05-03 18:47:46	14402217558	Willoughby, OH	00:15	0.01
2006-05-03 18:50:20	13143749136	Ladue, MO	00:57	0.04
2006-05-03 18:51:27	13143749136	Ladue, MO	00:03	0.00
2006-05-03 19:43:00	12703032585	Bowling Green, KY	07:11	0.27
2006-05-03 19:50:27	12703032585	Bowling Green, KY	00:12	0.01
2006-05-03 19:51:33	12703032585	Bowling Green, KY	19:40	0.73
2006-05-04 19:19:23	17023634802	Las Vegas, NV	00:10	0.01
2006-05-04 19:19:44	17023634802	Las Vegas, NV	00:10	0.01
2006-05-04 19:20:05	17023634802	Las Vegas, NV	00:10	0.01
2006-05-04 19:25:34	17023634802	Las Vegas, NV	00:10	0.01
2006-05-04 19:25:55	17023634802	Las Vegas, NV	00:10	0.01
2006-05-04 19:27:23	17023634802	Las Vegas, NV	00:09	0.01
2006-05-04 19:49:57	12062467570	Tukwila, WA	01:10	0.04
2006-05-04 20:46:08	12062467570	Tukwila, WA	01:03	0.04
2006-05-05 10:59:50	13157322683	Utica, NY	04:34	0.17
2006-05-05 13:36:33	13157322683	Utica, NY	00:54	0.03
2006-05-05 15:42:23	13157322683	Utica, NY	07:42	0.28

CALLS PER DESTINATION

DESTINATION	DURATION	GRAPHIC	NUMBER OF CALLS	COST
Bowling Green, KY	27:03		3	1.00
Denver, CO	01:09		1	0.04
Ladue, MO	01:00		2	0.04
Las Vegas, NV	03:31		7	0.13
Saint Paul, MN	10:36		3	0.39
Suffern, NY	03:43		1	0.14
Tukwila, WA	04:15		4	0.16
Utica, NY	13:10		3	0.49
Willoughby, OH	04:32		17	0.17
TOTAL CURRENT CHARGES	68:59		41	2.55

DAILY AVERAGE

DATE	DURATION	GRAPHIC	NUMBER OF CALLS	COST
2006-05-02	17:30		7	0.65
2006-05-03	35:07		23	1.30
2006-05-04	03:12		8	0.12

2006-05-05

13:10

3

0.49

TOTAL CURRENT			
CHARGES	68:59	41	2.55

May 28, 2006

Account No: 123456
Total Amount Due: \$xx.xx

Aida Jamak
548 Rutgers Street
Rockville, MD 20850

Dear Ms. Jamak,

If you have called and made arrangements on your account, are awaiting a credit, or have mailed a payment, please disregard this letter.

Your payment owed to ABA Net for service in the amount of \$xx.xx for the period of April 1st through April 30th, 2006 is past due. Failure to pay this amount by June 3rd, 2006 may result in disconnection of your long distance toll service on or after June 10th, 2006. Non-payment of toll charges or any non-regulated charges will not result in disconnection of your local exchange telephone service.

To avoid disconnection of your toll service, please mail your check or money order to ABA Net, 11510 Georgia Avenue, Suite 101, Silver Spring, MD 20902, or pay via wire transfer to our bank. If you wish to pay by wire transfer, please contact us for details. An additional charge for re-connection may apply if service is disconnected. Payment to an unauthorized payment agent may result in the untimely or improper crediting of your account.

If your payment will be delayed please contact Customer Service immediately at (866) 862-7232 (toll free) to make specific payment arrangements. Customer Service hours are Monday – Friday 9:00 a.m. to 5:00 p.m. (EST).

If your questions are not resolved after you have called ABA Net, you may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-1570 or 1-614-466-8180 from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. Residential customers may call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m., weekdays, or visit the OCC website at www.pickocc.org.

Sincerely,

ABA Net

PLEASE ENCLOSE THIS PORTION WITH YOUR PAYMENT

Aida Jamak
548 Rutgers Street
Rockville, MD 20850

Account No: 123456
Total Due: \$xx.xx

EXHIBIT 9

Sample Copy of Customer Application Form

LETTER OF AUTHORIZATION

ATTENTION ALL CONCERNED OPERATING TELEPHONE COMPANIES & COMMON CARRIERS:

The undersigned appoints ABA Net, LLC d.b.a. ABA Net to provide and select long distance and/or other telecommunication services for Customer. ABA Net is authorized to provide all services including, but not limited to, switched and dedicated, voice and data, inbound toll-free, and outbound Intralata, Intrastate, Interstate and International services unless otherwise indicated below.

CUSTOMER NAME			
STREET ADDRESS			
CITY, STATE AND ZIP CODE			
MAIN BILLING TELEPHONE NUMBER			
CONTACT NAME		CONTACT NUMBER	

TELEPHONE NUMBERS FOR SERVICE

List numbers for service, including area code. First list the Billing Telephone Number (BTN), followed by a "B" then under the BTN list all Working Telephone Numbers which will be under that BTN.

TELEPHONE NUMBER	PIC LATA? Y-Yes N-No Default is YES	LINE TYPE V-Voice D-Data	TELEPHONE NUMBER	PIC LATA? Y-Yes N-No Default is YES	LINE TYPE V-Voice D-Data

COMMENTS AND/OR SPECIAL INSTRUCTIONS:

--

Authorized Signature

Print Name

Title

Date

EXHIBIT 10

List of Ohio Exchanges

Applicant is seeking authorization to provide resold interexchange services. It is not seeking authorization as a CLEC. Applicant intends to provide resold intrastate interexchange service in the entire state of Ohio.

EXHIBIT 11

Tariffing Method

Applicant intends to maintain its tariff electronically. Applicant's web address which will contain the tariff is abanet.us.