

# LARGE FILING SEPERATOR SHEET

CASE NUMBER: 08-91-TP-ACE

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APPLICATION CONTINUED

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REGULATIONS (cont'd)

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.1 Unauthorized Use of the Network (cont'd)

B) (cont'd)

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One  
Exchange Telephone Company is Involved (cont'd)

B) (cont'd)

2) (cont'd)

(b) Multiply:

The number of access minutes  
by

the Company's appropriate Local Transport Termination  
per minute rate. The resulting amount is the Company's  
total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local  
Transport-Common Switched Transport charges.

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REGULATIONS (cont'd)

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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**REGULATIONS (cont'd)****2.10 Application of Rates**

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

**2.10.1 Charges Based on Duration of Use**

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over FGD, usage measurement begins when the originating FGD switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating FGD switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over FGD, the measurement of access minutes begins when the terminating FGD switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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REGULATIONS (cont'd)2.10 Application of Rates (cont'd)2.10.1 Charges Based on Duration of Use (cont'd)

The measurement of terminating call usage over Feature Group D ("FGD") ends when the terminating FGD switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

2.10.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in applicable company tariffs.

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**REGULATIONS** (cont'd)**2.10 Application of Rates** (cont'd)**2.10.2 Rates Based Upon Distance** (cont'd)

B) The airline distance between any two wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc., tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 7) Formula

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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**REGULATIONS** (cont'd)**2.10 Application of Rates** (cont'd)**2.10.3 Mileage**

The mileage to be used to determine the Local Transport Facility monthly rates is calculated as the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the Customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2 preceding.

The Local Transport Facility mileage rates are shown in Section 3.1 of Section 5 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

**2.10.4 Surcharges and Taxes**

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the Customer's monthly billing statement; including, but not limited to, the Primary Interexchange Carrier Charge (PICC).

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**SERVICE AND RATE DESCRIPTIONS**

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**SERVICE DESCRIPTIONS****3.1 Access Services**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and Trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

Feature Group D ("FGD") Access, which is available to all Customers, provides trunk-side access to Company end office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk-side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800" or "888".

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SERVICE DESCRIPTIONS (cont'd)3.1 Access Services (cont'd)3.1.1 Access Service OrderA) Ordering Access Service Types

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

1) For FGD Switched Access Service:

(a) When direct routing to an end office is desired, the Customer shall specify:

- the number of trunks,
- the end office and
- the Local Transport and Local Switching options desired.

(b) When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the number of trunks,
- the access tandem switch,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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SERVICE DESCRIPTIONS (cont'd)3.1 Access Services (cont'd)3.1.1 Access Service Order (cont'd)A) Ordering Access Service Types (cont'd)

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

- 2) For FGD Switched Access Service, the Customer shall specify the number of Busy Hour Minutes of Capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the Customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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SERVICE DESCRIPTIONS (cont'd)3.1 Access Services (cont'd)3.1.1 Access Service Order (cont'd)A) Ordering Access Service Types (cont'd.)2) (cont'd.)

In addition, for FGD with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

- 3) For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for service.

B) Access Service Order Service Date Intervals

Access Service is provided with one of the following service date intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

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SERVICE DESCRIPTIONS (cont'd)3.1 Access Services (cont'd)3.1.1 Access Service Order (cont'd)B) Access Service Order Service Date Intervals (cont'd)1) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

2) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (c) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

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SERVICE DESCRIPTIONS (cont'd)3.1 Access Services (cont'd)3.1.1 Access Service Order (cont'd)B) Access Service Order Service Date Intervals (cont'd)2) Negotiated Interval (cont'd)

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of a Toll Free Access Service six digit Customer identification NXX is provided with a Negotiated Interval.

The addition of a Toll Free Access Service ten digit Customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit Customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

Maximum Interval

Initial establishment of service  
where Customer is:

- |  |          |
|--|----------|
| - Not yet provided with any<br>Trunk Group service in the LATA | 6 months |
| - Provided Trunk Group service<br>in the LATA                  | 90 Days  |

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SERVICE DESCRIPTIONS (cont'd)3.1 Access Services (cont'd)3.1.1 Access Service Order (cont'd)B) Access Service Order Service Date Intervals (cont'd)3) Advance Order Interval

When placing an Access Service Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the application date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Service Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Service Orders except for the following:

(a) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment  
(Nonrefundable)

The minimum monthly charge for the minimum period plus the applicable nonrecurring charges for the services ordered.

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**SERVICE DESCRIPTIONS** (cont'd)**3.1 Access Services** (cont'd)**3.1.1 Access Service Order** (cont'd)**B) Access Service Order Service Date Intervals** (cont'd)**3) Advance Order Interval** (cont'd)**(a) Advance Payment** (cont'd)

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the application date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

**(b) Cancellation or Partial Cancellation of an Advance Order Interval Access Service Order**

When the Customer cancels an Access Service Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

C) Access Service Order Modifications

The Customer may request a modification of its Access Service Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or Busy Hour Minutes of Capacity or CCSA signaling connections will be treated as a new Access Service Order (for the increased amount only).

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**SERVICE DESCRIPTIONS (cont'd)****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****D) Cancellation of an Access Service Order**

- 1) A Customer may cancel an Access Service Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Service Order shall be canceled and charges set forth in (2) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Service Order.

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

D) Cancellation of an Access Service Order (cont'd)

2) When a Customer cancels a Standard or Negotiated Interval Access Service Order for the installation of service, a Cancellation Charge will apply as follows:

(a) When the Customer cancels an Access Service Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.

(b) If the Company misses a service date for a Standard or Negotiated Interval Access Service Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Service Order without incurring cancellation charges.

E) Minimum Period

1) The minimum period for which Access Service is provided and for which charges are applicable, is one month.

2) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

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**SERVICE DESCRIPTIONS** (cont'd)

**3.1 Access Services** (cont'd)

**3.1.1 Access Service Order** (cont'd)

**E) Minimum Period** (cont'd)

**2) (cont'd)**

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Switched Access Service Interface Group.
- (d) Change in Switched Access Service traffic type.
- (e) A change in STP Access link.
- (f) A change in STP Port.
- (g) Change in Company-provided Switched Access Service to a collocated interconnection arrangement or vice versa.
- (h) Change to an existing FGD service to include the provision of 64 kbps Clear Channel Capability.

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**SERVICE DESCRIPTIONS (cont'd)****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****F) Minimum Period Charges**

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

**G) Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

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**SERVICE DESCRIPTIONS** (cont'd)**3.1 Access Services** (cont'd)**3.1.1 Access Service Order** (cont'd)**G) Nonrecurring Charges** (cont'd)**1) Installation of Service**

Nonrecurring charges apply to each Switched Access Service installed. For Switched Access Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Access Services ordered on a Busy Hour Minutes of Capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

**2) Service Rearrangements**

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

**(a) Moves Within the Same Building**

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

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**SERVICE DESCRIPTIONS (cont'd)****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****G) Nonrecurring Charges (cont'd)****2) Service Rearrangements (cont'd)****(b) Moves to a Different Building**

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

**H) Network Blocking Charge**

The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying FGD traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in Section 3.1 of Section 5, for each overflow in excess of ordered capacity.

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SERVICE DESCRIPTIONS (cont'd)3.1 Access Services (cont'd)3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Tandem Transport
- End Office - Local Switching

A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk-side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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SERVICE DESCRIPTIONS (cont'd)3.1 Access Services (cont'd)3.1.2 Standard Rate Categories (cont'd)A) Carrier Common Line (cont'd)2) Undertaking of the Company

Where the Customer is provided with Switched Access Service under this Tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 3.1 of Section 5 following.

3) Obligations of the Customer

(a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

(b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 3.1 of Section 5 following, is not subject to a Carrier Common Line charge.

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

A) Carrier Common Line (cont'd)

5) Rate Regulations

- (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.
- (b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

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SERVICE DESCRIPTIONS (cont'd)

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

B) Tandem Transport (cont'd)

Tandem Transport is comprised of two rate elements. The two rate elements are as follows:

- (a) The Termination rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises.
- (b) The Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

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**SERVICE DESCRIPTIONS (cont'd)****3.1 Access Services (cont'd)****3.1.2 Standard Rate Categories (cont'd)****C) End Office - Local Switching**

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of switched access communications to and from the end users served by the Company's end office. The Local Switching rate element provides for:

- a) the use of end office switching equipment
- b) the terminations for the end user common lines terminating in the local end office; and
- c) the termination of a call at a Company intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

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**SERVICE DESCRIPTIONS (cont'd)****3.1 Access Services (cont'd)****3.1.3 Other Rate Categories****A) Toll Free Data Base Access Service**

Toll Free Data Base Access Service is a service offering utilizing originating trunk-side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Toll Free Data Base Access Service is comprised of the following elements:

- 1) 800 Query Simple
- 2) 800 Query Complex

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Dayton, OH 45302

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**SERVICE DESCRIPTIONS (cont'd)****3.1 Access Services (cont'd)****3.1.3 Other Rate Categories (cont'd)****A) Toll Free Data Base Access Service (cont'd)****2) POTS Translation Charge**

The POTS Translation provides the option of having the ten digit POTS number NPA + NXX-XXXX delivered instead of the Toll Free dialed number (e.g., 800 + NXX-XXXX) delivered to the service provider.

A POTS Translation Charge is assessed per query, in addition to the Toll Free Carrier Identification Charge as set forth in Section 3.1 of Section 5. The charges can be found with the Local Transport and Local Switching rates (Section 3.1 of Section 5).

**3) Call Handling and Destination Feature Charge**

The Toll Free Call Handling and Destination Features Package, available only with the Toll Free Data Base Access Service, provides feature functionality in addition to basic query. The feature package may include various destination options such as carrier selection, time-of-day routing, day-of-week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

A Call Handling and Destination Feature Charge is assessed on a per-query basis, in addition to the Customer Identification Charge and the POTS Translation Charge as set forth in Section 3.1 of Section 5.

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**SERVICE DESCRIPTIONS (cont'd)****3.2 Miscellaneous Services****3.2.1 Presubscription**

- A) Presubscription is an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in Section 3.2 of Section 5, applies.
- B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXCs the end user may select as its PIC. At no additional charge for the initial selection, the Customer may choose either of the following options.
- Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs.
  - Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge, as set forth in Section 3.2 of Section 5, applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the end user.

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SERVICE DESCRIPTIONS (cont'd)

3.2 Miscellaneous Services

3.2.2 Unauthorized PIC Change

If an IXC requests a PIC change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IXC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected IXC. No charge will apply to the billed party for this reassignment.

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**BILLING AND COLLECTION SERVICES**

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**BILLING AND COLLECTION SERVICES****4.1 Billing Name and Address Service**

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service, which allows Customers to submit the end user's ten-digit Automatic Number Identification (ANI) for returned end user BNA, is provided on both a manual and mechanized basis. On a manual basis, the BNA information may be requested by a written request (i.e., U.S. mail or facsimile). On a mechanized basis, the Customer-initiated request for information is available through electronic data transmission. The Company, upon receipt of the Customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

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---

**BILLING AND COLLECTION SERVICES (cont'd)**

**4.1 Billing Name and Address Service (cont'd)**

**4.1.1 Undertaking of The Company**

- A) The Company will respond within ten (10) business days of receipt of a Customer's manual request for end user BNA information. The Company will respond to all mechanized BNA requests within five (5) business days of receipt.
- B) Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- C) The Company shall use reasonable efforts to provide accurate and complete BNA information. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

**4.1.2 Obligations of the Customer**

- A) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- B) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information.

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**BILLING AND COLLECTION SERVICES (cont'd)****4.1 Billing Name and Address Service (cont'd.)****4.1.2 Obligations of the Customer (cont'd)**

- C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- D) When the Customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

**4.1.3 Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 4.0 of Section 5.

The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

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**BILLING AND COLLECTION SERVICES (cont'd)**

**4.1 Billing Name and Address Service (cont'd)**

**4.1.3 Rate Regulations (cont'd)**

**A) Service Establishment Charge**

The BNA Service Establishment Charge applies for the initial establishment of BNA Service on either a manual or mechanized basis.

- B)** The BNA Record Transmission Charge is a usage rate which applies on a per ten-digit ANI (message) basis. Each message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on either a manual or mechanized basis.

**C) Media Charge**

There are two types of medium: Paper and Electronic Data Transmission. The applicable Media Charge will depend upon the media type selected by the Customer.

**1) Paper**

A Paper charge is a usage rate which applies to each report page distributed to the Customer.

**2) Electronic Data Transmission**

An Electronic Data Transmission charge is a usage rate which applies per electronic data transmission record transmitted to the Customer.

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**RATES**

The rates and charges listed in Section 5 correspond with the respective sections for each service description previously detailed in this Tariff. A corresponding section number cross-references where each service description is located in this tariff.

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RATES3.1 Access Service3.1.1 Service OrdersNonrecurring  
Charge

One Time Order Charge for Each New Order

\$150.00

3.1.2(A) Carrier Common Line

Originating (Per Minutes of Use)

\$0.00000

Terminating (Per Minutes of Use)

\$0.00000

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RATES (cont'd)3.1 Access Service (cont'd)3.1.2(B) Tandem Transport

Termination (Per Minutes of Use/Termination)	\$0.000244
Facility (Per Minutes of Use/Mile)	\$0.000044
Tandem Switching (Per Minutes of Use)	\$0.001033
Tandem Interconnection Charge (Per Minutes of Use)	\$0.000
Network Blocking Charge	\$0.001088

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RATES (cont'd)

3.1 Access Service (cont'd)

3.1.2(B) Local Transport (cont'd)

Non-chargeable Optional Features

1) Supervisory Signaling

DX Supervisory Signaling arrangement  
- Per Transmission Path

SF Supervisory Signaling arrangement  
- Per Transmission Path

E&M Type I Supervisory Signaling arrangement  
- Per Transmission Path

E&M Type II Supervisory Signaling arrangement  
- Per Transmission Path

E&M Type II Supervisory Signaling arrangement  
(available with FGD)  
- Per Transmission Path

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---

RATES (cont'd)

3.1 Access Service (cont'd)

3.1.2(B) Local Transport (cont'd)

Non-chargeable Optional Features (cont'd)

- 2) Signaling System 7  
- Per signaling connection arranged
- 3) 64 kbps Clear Channel Capability  
-Per Transmission Path

3.1.2(C) End Office - Local Switching

Feature Group B & D (Per Minutes of Use)	\$0.00582
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RATES (cont'd)

3.1 Access Service (cont'd)

3.1.2(C) End Office (cont'd)

Common Switching Non-Chargeable Optional Features

Service Class Routing  
(available with FGD)  
- Per Transmission Path Group

Alternate Traffic Routing  
(available with FGD)  
- Per Transmission Path Group

International Carrier Option  
(available with FGD)  
- Per End Office and Access Tandem

SS7 Signaling Option  
- Calling Party Number  
(available with FGD)  
  
- Carrier Selection Parameter  
(available with FGD)

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RATES (cont'd)

3.1 Access Service (cont'd)

3.1.2(C) End Office (cont'd)

Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating, Terminating or Two-Way Operation (available with FGD)

Operator Trunk, Full Feature Arrangement  
(available with FGD)

Operator Trunk, Assist Feature  
(available with FGD)

Non-Chargeable SS7 Signaling Option

Calling Party Number  
(available with FGD)

Charge Number  
(available with FGD)

Carrier Selection Parameter  
(available with FGD)

Access Transport Parameter  
(available with FGD)

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RATES (cont'd)3.1 Access Service (cont'd)3.1.3(A) Toll Free Data Base Access Service

1) 800 Query Simple (Per Call)	\$0.002294
2) 800 Query Complex (Per Call)	\$0.002294

3.2 Miscellaneous Services3.2.1 PresubscriptionB) Authorized PIC Change

-Per Telephone Exchange Service Line or Trunk	\$5.00
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3.2.2 Unauthorized PIC Change

-Per Telephone Exchange Service Line or Trunk	\$5.00
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**RATES (cont'd)****4.0 Billing and Collection Services****Access Service Billing Information**

Initial two paper copies of monthly bill delivered to one address	\$ 0.00
Initial CD copy of monthly bill delivered to same address as paper copy	\$ 0.00
Initial two paper copies of monthly bill delivered to two addresses (monthly recurring charge)	\$10.00
Initial one CD copy of monthly bill delivered to address different from the paper copy (monthly recurring charge)	\$10.00
Each additional paper copy of monthly bill	\$25.00
Each additional CD copy of monthly bill	\$25.00

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**Copy of Billing Format**

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33 W. First Street, Suite 230  
Dayton, OH 45302



(Symbol if Estimated Bill) **\*\*E\*\***

## Sample Bill

**Customer:** [Insert Customer's Name]

**Billing Address:** [Insert Customer's Billing Address]

**Service Address:** [Insert Customer's Service Address]

**Account No.:** [Insert account number or phone number]

Billing Date	Billing Period	Dates of Service	Date Due

**DONet Communications, LLC**

33 W. First Street, Suite 230

Dayton, Ohio 45302

For Billing Inquiries: (937) 226-6896

[www.donet.com](http://www.donet.com)

Description	Rate	Quantity	Amount
Current month's charges			
Credits applied to account			
Unpaid charges from previous bill			
Late payments			
Charges for regulated competitive services			
Charges for local extended area service calls, including any usage-sensitive charges			
Recurring, fractional or non-basic service charges			
Charges for non-regulated services or products			
Taxes and surcharges [include summary]			
9-1-1 charges			
An itemization of local and/or toll charges is attached			
Miscellaneous charges or credits			
<b>Total Due if paid on or before due date</b>	<b>\$</b>	<b>Total Due if paid after due date</b>	<b>\$</b>

Please remit this bill via U.S. Mail to:

**DONet Communications, LLC**

33 W. First Street, Suite 230

Dayton, Ohio 45302

For your convenience, we also accept Visa, MasterCard and American Express. Our offices are closed on Sundays and Holidays. The applicable rate schedule relating to this bill will be furnished on request.

**EXHIBIT C**

**Ohio Department of Taxation Service Vendor's License**



RECEIVED  
1/18/08

**REGISTRATION  
CONFIRMATION**

*Taxpayer Services/  
Compliance Support Division  
P. O. Box 182215  
Columbus, OH 43218-2215  
Phone: 1-888-405-4089  
Fax: 1-614-466-8892  
TTY/TDD: 1-800-750-0750  
tax.ohio.gov*

January 15, 2008

2509100080110

DONET COMMUNICATIONS, LLC  
33 W 1ST ST STE 230  
DAYTON, OH 45402-1173

RE: Account Type: SERVICE VENDOR'S SALES TAX  
Account Number: 89671169  
Effective Date: 12/1/2008  
Filing Frequency: SEMI-ANNUAL

TIN: 40

Dear Taxpayer:

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail or fax. You may also contact us by telephone or by email through our web site at [tax.ohio.gov](http://tax.ohio.gov).

Legal Name:	DONET COMMUNICATIONS, LLC
Federal Employer Identification Number:	71-1042481
Social Security Number:	
Ohio Charter Number:	

You can file and pay your sales tax return(s) electronically through the Ohio Business Gateway at [www.ohiobusinessgateway.ohio.gov](http://www.ohiobusinessgateway.ohio.gov). Payment may be made, for either application, directly from your bank account (electronic check) or by credit card. **IF YOU CHOOSE TO ELECTRONICALLY FILE, NO PAPER RETURN IS REQUIRED.**

If you choose not to file electronically, you must file the returns that are enclosed in the booklet you will receive within the next 4 to 6 weeks.

The Ohio Department of Taxation must receive all returns and payments on or before the 23rd of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have questions concerning your tax responsibilities or how to file your return(s) please contact us.

**NOTE: Every new business is required to file a Personal Property Tax return, form 920 NT, within 90 days of engaging in business. Contact your County Auditor or the Ohio Department of Taxation at 1-888-644-6778 for details. In addition, you may be responsible for other Ohio taxes.**

RGAT0188

**CERTIFICATE OF REGISTRATION**  
**OHIO DEPARTMENT OF TAXATION**  
**PO BOX 182215, COLUMBUS, OHIO 43218-2215**

**DONET COMMUNICATIONS, LLC**  
**33 W 1ST ST STE 230**  
**DAYTON, OH 45402-1173**

**License Type: SERVICE VENDOR'S SALES TAX**  
**Account #: 89671169**  
**Effective Date: 12/1/2008**

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5739 of the Ohio Revised Code. The Tax Commissioner may revoke or suspend this authorization if the registrant fails to comply with a law, rule and/or regulation concerning this registration and/or tax return filing requirements.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

## **EXHIBIT D**

### **Description of services proposed**

DONet Communications proposes to provide its long distance services state-wide in Ohio, and local exchange services in AT&T, TDS Telecom, Sprint-United, Verizon, Alltel, and Cincinnati Bell territories. All services provided by Applicant will be facilities-based. These facilities will use existing structures and as such will not result in any environmental damage. Services to be provided include:

- Local exchange voice services
- IntraLATA toll voice services
- InterLATA toll voice services
- Data circuits including T-1s
- High capacity fiber optic circuits

These services will be sold primarily to customers of applicant's affiliated Internet service provider DONet.

## **EXHIBIT E**

### **Explanation of Resold or Facilities-based Service**

DONet Communications intends to provide facilities-based service in Ohio. Please see Exhibit D for description of services.

## **EXHIBIT F**

### **Explanation as to whether CLEC currently offers CTS services under separate CTS authority**

DONet Communications does not currently offer CTS services under separate CTS authority, and will be including those services within its CLEC filing.

## **EXHIBIT G**

### **Public Interest Statement**

The Commission has determined that the public interest would be served by ensuring competition in the local exchange, intraLATA toll and interLATA markets. DONet Communications proposes to compete with the incumbent LECs, other competitive local carriers, and providers of long distance services by providing high quality, fairly-priced, innovative telecommunications services. DONet Communications' entry into the market will make efficient use of existing communications resources and increase diversification and reliability in the supply of communications services. Further, its services will aid the expansion of the telecommunications industry in Ohio and promote attendant employment opportunities for Ohio citizens.



## **EXHIBIT H**

### **Description of proposed market area**

DONet Communications proposes to provide its long distance services state-wide in Ohio, and local exchange services in AT&T, TDS Telecom, Sprint-United, Verizon, Alltel, and Cincinnati Bell territories. Initially, Applicant will focus on the Dayton and surrounding areas market.

## **EXHIBIT I**

### **Description of class of customers**

DONet Communications intends to serve residential, business, and municipal customers in the state of Ohio.

## **EXHIBIT J**

### **Financial viability**

**FINANCIAL STATEMENTS AND  
ACCOUNTANTS' COMPILATION REPORT**

**DONET, INC.**

**DECEMBER 31, 2006 AND 2005**

## CONTENTS

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SUPPLEMENTAL INFORMATION	
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Accountants' Compilation Report

Board of Directors  
Donet, Inc.  
Dayton, Ohio

We have compiled the accompanying balance sheets of Donet, Inc. (an Ohio corporation) as of December 31, 2006 and 2005, and the related statement of earnings, retained earnings, cash flows and supplemental information for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and supplemental information and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

*Roth & Company*

Englewood, Ohio  
March 5, 2007

Donet, Inc.

BALANCE SHEETS

December 31,

(See Accountants' Compilation Report)

ASSETS

	<u>2006</u>	<u>2005</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 136,259	\$ 111,368
Accounts receivable	61,633	80,166
Prepaid expenses	20,765	26,295
Prepaid federal income tax	<u>3,420</u>	<u>34,780</u>
Total Current Assets	222,077	252,609
 <b>PLANT, PROPERTY AND EQUIPMENT</b>		
Furniture and fixtures	812,223	793,388
Software	15,341	27,059
Vehicles	54,792	54,792
Leasehold Improvements	<u>92,875</u>	<u>93,268</u>
	975,231	968,507
Less accumulated depreciation	<u>509,331</u>	<u>449,091</u>
	465,900	519,416
 <b>OTHER ASSETS</b>		
Solve customer base net of amortization	256,226	256,226
Lease deposit	<u>16,952</u>	<u>14,288</u>
	<u>273,178</u>	<u>270,514</u>
	<u>\$ 961,155</u>	<u>\$ 1,042,539</u>

## BALANCE SHEETS (CONTINUED)

December 31,

(See Accountants' Compilation Report)

## LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2006</u>	<u>2005</u>
<b>CURRENT LIABILITIES</b>		
Current maturities of long-term debt	\$ 80,295	\$ 59,620
Note payable - line of credit	-	28,146
Accounts payable		
Trade	45,343	65,003
Credit card	17,919	1,189
Taxes withheld	11,341	11,889
Sales tax	<u>37,390</u>	<u>1,242</u>
	111,993	79,323
Accrued liabilities		
Wages	14,311	19,086
State and local taxes	-	1,350
Personal property tax	6,025	7,400
SIMPLE plan	<u>2,826</u>	<u>2,826</u>
	23,162	30,662
Deferred revenue	<u>93,322</u>	<u>118,284</u>
Total Current Liabilities	308,772	316,035
<b>LONG-TERM DEBT</b>		
Notes payable	38,447	49,958
Capitalized lease obligation	<u>140,457</u>	<u>125,902</u>
	178,904	175,860
Less current maturities	<u>80,295</u>	<u>59,620</u>
	98,609	116,240
<b>DEFERRED INCOME TAX</b>	89,000	110,000
<b>STOCKHOLDERS' EQUITY</b>		
Common stock	9,775	9,775
Retained earnings	<u>454,999</u>	<u>490,489</u>
	<u>464,774</u>	<u>500,264</u>
	<u>\$ 961,155</u>	<u>\$ 1,042,539</u>



Donet, Inc.

STATEMENTS OF EARNINGS

Years Ended December 31,

(See Accountants' Compilation Report)

	<u>2006</u>	<u>% of Revenue</u>	<u>2005</u>	<u>% of Revenue</u>
Revenue	\$ 2,590,044	100.0	\$ 2,771,891	100.0
Cost of revenue	<u>1,055,658</u>	<u>40.8</u>	<u>1,085,648</u>	<u>39.2</u>
Gross profit	1,534,386	59.2	1,686,243	60.8
Operating expenses	<u>1,556,115</u>	<u>60.1</u>	<u>1,598,599</u>	<u>57.7</u>
Operating profit (loss)	(21,729)	(0.9)	87,644	3.1
Other income (expense)				
Miscellaneous income	1,796	0.1	53	-
Miscellaneous expense	(10,843)	(0.4)	(14,592)	(0.5)
Interest income	2,244	0.1	2,000	0.1
Interest expense	<u>(24,963)</u>	<u>(1.0)</u>	<u>(19,584)</u>	<u>(0.7)</u>
	<u>(31,766)</u>	<u>(1.2)</u>	<u>(32,123)</u>	<u>(1.1)</u>
Earnings (loss) before income taxes	(53,495)	(2.1)	55,521	2.0
Income taxes (expense) benefit				
Current				
Federal income tax	(297)	-	(1,152)	-
State and local tax	(2,698)	(0.1)	(3,535)	(0.1)
Deferred income tax	<u>21,000</u>	<u>0.8</u>	<u>(10,000)</u>	<u>(0.4)</u>
	<u>18,005</u>	<u>0.7</u>	<u>(14,687)</u>	<u>(0.5)</u>
NET EARNINGS (LOSS)	<u>\$ (35,490)</u>	<u>(1.4)</u>	<u>\$ 40,834</u>	<u>1.5</u>

Donet, Inc.

STATEMENTS OF RETAINED EARNINGS

Years Ended December 31,

(See Accountants' Compilation Report)

	<u>2006</u>	<u>2005</u>
Balance at beginning of year	\$ 490,489	\$ 449,655
Net earnings (loss) for the year	<u>(35,490)</u>	<u>40,834</u>
Balance at end of year	<u>\$ 454,999</u>	<u>\$ 490,489</u>

Donet, Inc.

STATEMENTS OF CASH FLOWS

December 31,

(See Accountants' Compilation Report)

	<u>2006</u>	<u>2005</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net earnings (loss) for the year	\$ (35,490)	\$ 40,834
Adjustments to reconcile net earnings (loss) to net cash provided by operating activities		
Depreciation and amortization	133,096	129,485
Deferred income tax	(21,000)	10,000
Loss on sale of assets	10,843	14,455
Net changes in operating assets and liabilities		
Accounts receivable	18,533	24,434
Prepaid expenses	36,890	(47,572)
Accounts payable	(2,930)	(3,555)
Accrued expenses	28,083	(33,203)
Deferred revenue	(24,962)	(14,720)
Deposits	<u>(2,664)</u>	<u>(7,185)</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b>140,399</b>	<b>112,973</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	(16,160)	(135,772)
Proceeds from sale of equipment	<u>-</u>	<u>9,500</u>
<b>NET CASH USED BY INVESTING ACTIVITIES</b>	<b>(16,160)</b>	<b>(126,272)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Cash proceeds from line of credit note	\$ -	\$ 37,252
Cash proceeds from long-term note	-	60,122
Cash paid on long-term note	(11,510)	(81,023)
Cash paid on line of credit	(28,147)	(9,105)
Cash paid on capitalized lease obligation	<u>(59,691)</u>	<u>(52,944)</u>
<b>NET CASH USED BY FINANCING ACTIVITIES</b>	<b><u>(99,348)</u></b>	<b><u>(45,698)</u></b>
<b>NET INCREASE (DECREASE) IN CASH</b>	<b>24,891</b>	<b>(58,997)</b>
<b>CASH AT BEGINNING OF YEAR</b>	<b><u>111,368</u></b>	<b><u>170,365</u></b>
<b>CASH AT END OF YEAR</b>	<b><u>\$ 136,259</u></b>	<b><u>\$ 111,368</u></b>

## STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended December 31,

(See Accountants' Compilation Report)

	<u>2006</u>	<u>2005</u>
Schedule of cash payments for the years:		
Interest paid	\$ 24,963	\$ 19,584
Taxes paid	\$ 6,179	\$ 61,767
Non cash transactions for the year:		
Investing		
Purchase of equipment	\$ (74,246)	\$ (113,541)
Financing		
Capital lease	<u>74,246</u>	<u>113,541</u>
Cash Paid	<u>\$ -</u>	<u>\$ -</u>

## **SUPPLEMENTAL INFORMATION**

Donet, Inc.

COST OF REVENUE

Years Ended December 31,

(See Accountants' Compilation Report)

	<u>2006</u>	<u>% of Revenue</u>	<u>2005</u>	<u>% of Revenue</u>
Hardware sales and service	\$ 77,047	3.0	\$ 81,367	2.9
Backhauls	19,213	0.7	24,458	0.9
Bandwidth	166,103	6.4	209,466	7.6
Depreciation	133,097	5.1	129,486	4.7
Lines	383,381	14.8	286,326	10.3
Circuits	162,828	6.3	180,959	6.5
Leased equipment	84,518	3.3	105,286	3.8
Other costs	14,584	0.6	37,290	1.3
Product development	6,847	0.3	-	0.0
Laptops and office upgrades	8,040	0.3	31,010	1.2
	<u>\$ 1,055,658</u>	<u>40.8</u>	<u>\$ 1,085,648</u>	<u>39.2</u>

Donet, Inc.

OPERATING EXPENSES

Years Ended December 31,

(See Accountants' Compilation Report)

	<u>2006</u>	<u>% of Revenue</u>	<u>2005</u>	<u>% of Revenue</u>
Personnel costs				
Mileage	\$ 489	-	\$ 803	-
Salaries	1,029,052	39.7	1,038,480	37.5
Payroll taxes	74,505	2.9	84,066	3.0
Auto expense and parking	10,517	0.4	10,627	0.4
Employee benefits	-	-	1,033	-
Retirement plan expense	18,907	0.7	16,345	0.6
Training	15,518	0.6	31,960	1.2
	<u>1,148,988</u>	<u>44.3</u>	<u>1,183,314</u>	<u>42.7</u>
Facilities cost				
Rent	100,402	3.9	104,568	3.8
Lease settlement expense	-	-	8,439	0.3
Insurance	23,606	0.9	21,852	0.8
Building/office maintenance	15,934	0.6	1,506	0.1
Utilities	30,777	1.2	30,231	1.1
Personal property tax	8,752	0.3	10,145	0.4
	<u>179,471</u>	<u>6.9</u>	<u>176,741</u>	<u>6.5</u>
Marketing				
Marketing	57,960	2.2	89,608	3.2
Meals and entertainment	8,451	0.3	8,112	0.3
	<u>66,411</u>	<u>2.5</u>	<u>97,720</u>	<u>3.5</u>
Administrative				
Licenses	7,758	0.3	2,974	0.1
Credit card fees	11,508	0.4	16,391	0.6
Domain registration	15,740	0.7	12,995	0.5
News service	1,429	0.1	1,319	-
Telephone and pagers	20,717	0.8	21,508	0.8
Miscellaneous	-	-	277	-
Bank charges	6,661	0.3	6,356	0.2
Dues and subscriptions	3,223	0.1	3,118	0.1
Sales tax paid	35,000	1.4	-	-
Office supplies	5,012	0.2	8,136	0.3
Directors' fees	8,000	0.3	8,000	0.3
Postage	9,487	0.4	10,384	0.4
Professional fees	34,895	1.3	48,442	1.7
Commercial activity tax	1,815	0.1	-	-
Bad debts	-	-	924	-
	<u>161,245</u>	<u>6.4</u>	<u>140,824</u>	<u>5.0</u>
	<u>\$ 1,556,115</u>	<u>60.1</u>	<u>\$ 1,598,599</u>	<u>57.7</u>

11:10 AM  
12/17/07  
Accrual Basis

**DONet, Inc.**  
**Balance Sheet**  
**As of November 30, 2007**

	<u>Nov 30, 07</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1100 - 5th/3rd Bnk - Checking	55,328.44
1150 - 5th/3rd Bnk - Savings	146,065.57
1155 - 5th/3rd Savings - EM fund	5,542.75
1190 - Cash Box	391.54
<b>Total Checking/Savings</b>	<u>207,328.30</u>
<b>Accounts Receivable</b>	
1200 - Accounts Receivable	223,479.76
<b>Total Accounts Receivable</b>	<u>223,479.76</u>
<b>Other Current Assets</b>	
1350 - Prepaid Expenses	9,834.65
<b>Total Other Current Assets</b>	<u>9,834.65</u>
<b>Total Current Assets</b>	<u>440,642.71</u>
<b>Fixed Assets</b>	
1400 - Fixed Assets	1,028,858.47
1500 - Accumulated Depreciation	-628,130.67
<b>Total Fixed Assets</b>	<u>400,727.80</u>
<b>Other Assets</b>	
1800 - Lease deposit	16,952.00
1900 - Solve Customer Base	266,593.04
1920 - Accumulated Amortization	-10,367.49
<b>Total Other Assets</b>	<u>273,177.55</u>
<b>TOTAL ASSETS</b>	<u><u>1,114,548.06</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 - Accounts Payable	57,377.44
<b>Total Accounts Payable</b>	<u>57,377.44</u>
<b>Credit Cards</b>	
2100 - Advanta - Credit Card	5,357.93
2110 - Executive Asst. Credit Card	138.79
2120 - Telco Billing Credit Card	30,286.26
<b>Total Credit Cards</b>	<u>35,782.98</u>
<b>Other Current Liabilities</b>	
2200 - Accrued Wages	15,659.22
2250 - Payroll Liabilities	7,618.95
2265 - IRA Withholding	4,072.88
2260 - Accrued SIMPLE-IRA Contribution	2,826.15
2290 - Accrued Personal Property Tax	6,025.00
2300 - Sales Tax Payable	33,802.84
2400 - Deferred Revenue	305,829.20
2510 - Current Portion, '05 DOBug Loan	7,174.75
<b>Total Other Current Liabilities</b>	<u>383,008.89</u>
<b>Total Current Liabilities</b>	<u>476,169.41</u>
<b>Long Term Liabilities</b>	
2610 - Auto Loans	20,319.18



11:10 AM  
12/17/07  
Accrual Basis

**DONet, Inc.**  
**Balance Sheet**  
**As of November 30, 2007**

	<u>Nov 30, 07</u>
2701 · Lease payable - Cisco	20,540.00
2702 · Lease payable - Dell (2)	29,896.88
2703 · Lease payable - Inter-Tel	17,166.68
2704 · Lease payable - USBancorp 1	2,760.92
2705 · Lease payable - USBancorp 2	4,295.46
2706 · Lease Payable - USBancorp 3	3,693.65
2707 · Lease Payable - USBancorp 4	5,884.56
2800 · Deferred Income Tax	89,000.00
<b>Total Long Term Liabilities</b>	<u>193,357.33</u>
<b>Total Liabilities</b>	<b>668,526.74</b>
<b>Equity</b>	
3100 · Common Stock	9,775.00
3200 · Treasury Stock	-38,250.00
3900 · Retained Earnings	456,007.85
Net Income	18,488.47
<b>Total Equity</b>	<u>445,021.32</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>1,114,548.06</b></u>

11:09 AM  
12/17/07  
Accrual Basis

**DONet, Inc.**  
**Profit & Loss Prev Year Comparison**  
**January through November 2007**

	Jan - Nov 07	Jan - Nov 06	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
Income				
4010 · Total Revenues	2,470,627.20	2,349,395.31	121,231.89	5.2%
4020 · Deferred Revenue Adjustment	-17,489.89	22,828.60	-40,318.49	-176.6%
4090 · Other	-1,092.36	-251.31	-841.05	-334.7%
4900 · Miscellaneous Income	0.00	1,796.41	-1,796.41	-100.0%
<b>Total Income</b>	<b>2,452,044.95</b>	<b>2,373,769.01</b>	<b>78,275.94</b>	<b>3.3%</b>
Cost of Goods Sold				
5100 · NetAdmin (Pipeline Cost)	846,949.40	736,215.66	110,733.74	15.0%
5200 · Salaries	408,050.90	481,653.01	-73,602.11	-15.3%
5300 · Payroll Expenses	77,968.45	87,693.59	-9,725.14	-11.1%
5400 · Equipment for Resale	109,613.72	71,743.70	37,870.02	52.8%
5600 · Net Admin - Other	13,108.68	4,152.38	8,956.30	215.7%
5700 · SysAdmin - Other	27,515.62	43,485.62	-15,970.00	-36.7%
5800 · Product Development - Other	1,332.41	6,847.27	-5,514.86	-80.5%
5900 · Data Center Infrastructure	80,907.73	85,239.97	-4,332.24	-5.1%
5950 · Depreciation Expense	118,800.00	128,206.98	-9,406.98	-7.3%
<b>Total COGS</b>	<b>1,684,246.91</b>	<b>1,645,238.18</b>	<b>39,008.73</b>	<b>2.4%</b>
<b>Gross Profit</b>	<b>767,798.04</b>	<b>728,530.83</b>	<b>39,267.21</b>	<b>5.4%</b>
Expense				
6100 · Salaries - Sales	108,987.45	88,393.01	21,604.44	24.4%
6120 · Payroll Expenses - Sales	23,886.77	17,878.99	6,007.78	33.6%
6150 · Marketing - ISP	25,331.75	56,821.66	-31,489.91	-55.4%
6200 · Salaries - Admin	248,281.82	268,366.93	-20,085.11	-7.5%
6220 · Payroll Expenses - Admin	48,551.18	52,664.10	-6,112.92	-11.6%
6320 · Training	16,135.89	15,080.88	1,055.01	7.0%
6350 · Parking	9,357.55	9,739.50	-381.95	-3.9%
6450 · Rent - Office	52,160.83	49,231.45	2,929.38	6.0%
6550 · Office Supplies	5,614.27	4,014.22	1,600.05	39.9%
6560 · Office Expenses	4,428.48	3,179.72	1,248.76	39.3%
6580 · Property Tax	5,681.23	2,480.35	3,200.88	129.1%
6660 · Travel & Entertainment	6,407.70	6,076.90	330.80	5.4%
66900 · Reconciliation Discrepancies	1.00	0.00	1.00	100.0%
6700 · Phone Service- Office	13,900.53	11,757.82	2,142.71	18.2%
6720 · Phones - Cells/Pagers	10,144.05	7,228.10	2,915.95	40.3%
6750 · Postage & Shipping	7,286.75	7,932.25	-645.50	-8.1%
6850 · Dues and Subscriptions	1,398.95	3,222.95	-1,824.00	-56.6%
6900 · Licenses & Smartnets	7,684.85	7,238.24	446.61	6.2%
6950 · Charitable Donations	100.00	0.00	100.00	100.0%
7000 · Professional Fees	60,768.34	33,361.44	27,406.90	82.2%
7100 · Insurance	22,989.89	21,290.24	1,699.65	8.0%
7200 · Credit Card Fees	11,561.71	10,430.71	1,131.00	10.8%
7250 · Leases - G&A	6,135.48	6,672.05	-536.57	-8.0%
7400 · Bank Service Charges	2,232.87	6,110.33	-3,877.46	-63.5%
7600 · Miscellaneous	2,348.38	1,699.36	649.02	38.2%
7800 · Taxes (Other than Income)	4,015.25	3,606.84	408.41	11.3%
7900 · Interest Expense	16,702.87	23,314.87	-6,612.00	-28.4%
7910 · Interest Earned	-2,814.37	-2,111.45	-702.92	-33.3%
<b>Total Expense</b>	<b>718,291.47</b>	<b>715,881.46</b>	<b>2,610.01</b>	<b>0.4%</b>
<b>Net Ordinary Income</b>	<b>49,506.57</b>	<b>12,849.37</b>	<b>36,657.20</b>	<b>285.3%</b>
<b>Other Income/Expense</b>				
Other Expense				
8800 · Other - Non-Recurring	30,000.00	0.00	30,000.00	100.0%
9000 · Income Taxes	1,018.10	-13,816.00	14,834.10	107.4%
<b>Total Other Expense</b>	<b>31,018.10</b>	<b>-13,816.00</b>	<b>44,834.10</b>	<b>324.5%</b>
<b>Net Other Income</b>	<b>-31,018.10</b>	<b>13,816.00</b>	<b>-44,834.10</b>	<b>-324.5%</b>
<b>Net Income</b>	<b>18,488.47</b>	<b>26,665.37</b>	<b>-8,176.90</b>	<b>-30.7%</b>

## **EXHIBIT K**

### **Technical and managerial expertise**

DONet, Inc. has been a successful, community-focused Internet service provider in Dayton, Ohio since 1996. The management team has decided to apply its technical skill earned over the past eleven years to the establishment of a similarly locally focused telecommunications provider. DONet's management team and staff of 16 employees are qualified through their experience running a successful ISP to now operate a telecommunications provider serving residential and business customers in Dayton and beyond.

#### **David Mezera, President**

Before starting DONet, Inc., an Internet service provider in Dayton, with Leigh Sandy, Mezera was a Captain in the United States Air Force. He was assigned to Space Command in Colorado Springs and flew communication satellites for the Department of Defense during the first Gulf War.

Mezera has over 30 years of education and experience in programming and building computer and networked systems. Those three decades include a Bachelors of Science in Electrical Engineering from Ohio State, and a Masters of Science in Computer Engineering from the Air Force Institute of Technology.

#### **Leigh Sandy, VP of Technical Operations**

Leigh Sandy is a co-founder of DONet, Inc. He directs the design, implementation, and maintenance of our entire network and server infrastructure. Like David Mezera, Sandy was a Captain in the United States Air Force and holds a Masters degree in Computer Engineering from the Air Force Institute of Technology, where he graduated with honors. He also has a Bachelors Degree in Electrical Engineering from Virginia Tech.

#### **Geoff Mandeville, VP of Finance/Administration**

Geoff Mandeville brings over thirty years of solid business experience to the management team. Prior to joining DONet, Mandeville served as a management consultant and has held various executive and financial posts in manufacturing, non-profit and information technology enterprises. He earned his BA from Lehigh University and holds a Masters from the University of Wisconsin.

Additional staff members can be found at: <http://www.donet.com/about-donet/staff-bios/>

## **EXHIBIT L**

### **DONet Communications corporate structure and ownership**

DONet Communications is a single member Ohio Limited Liability Company. The following chart diagrams DONet Communications' organizational structure:

#### Organizational Structure

DONet Communications, LLC



DONet, Inc.

## **EXHIBIT M**

### **Similar Operations in other states**

DONet Communications, LLC does not have operations in any state other than Ohio.

## **EXHIBIT N**

### **Verification that DONet Communications will maintain proper local telephony records**

DONet Communications hereby verifies that it will maintain local telephony records separate and apart from other accounting records in accordance with the GAAP

## **EXHIBIT O**

### **Verification of compliance with affiliate transaction requirements**

DONet Communications hereby verifies that it will comply with any affiliate transaction requirements.



## **EXHIBIT P**

### **Explanation of derivation of rates**

DONet Communications' rates will be derived through its interconnection agreement(s) and retail tariffs.

## **EXHIBIT Q**

### **DONet Communications' currently approved interconnection agreements**

DONet Communications is in the beginning stages of negotiating interconnection agreements with AT&T, Verizon, Sprint-United and TDS Telecom. DONet Communications intends to simply adopt interconnection agreements already in place between these ILECs and other LECs.

## **EXHIBIT R**

### **No advance payment for dialtone**

DONet Communications does not intend to provide local services which require a customer to pay in advance of receiving dial tone.

## **EXHIBIT S**

### **Letters requesting negotiation & proposed timeline for construction, interconnection, and offering of services to end-users**

Following this Exhibit page is a copy of a letter requesting negotiation with AT&T pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. DONet will request negotiations with Verizon, Sprint-United, TDS Telecom, and Cincinnati Bell when network expansion plans are finalized. DONet Communications proposes the following timeline for construction, interconnection, and offering of services to end users in its local Dayton market:

Construction: April 2008

Interconnection: May 2008

Offering of services to end users: July 2008



January 29, 2008

Via Fax  
Director- Contract Management  
AT&T  
4 AT&T Plaza  
311 S. Akard, 9<sup>th</sup> Floor  
Dallas, TX 75202  
Fax: (800) 404-4548

To Whom It May Concern:

I am contacting you on behalf of DONet Communications, LLC ("DONet"), a new competitive local exchange carrier based in Dayton, Ohio. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, DONet hereby requests to begin the negotiations process to reach a mutually acceptable interconnection agreement with AT&T in the state of Ohio. Pursuant to Public Utility Commission of Ohio rules, this request is sent in conjunction with the filing of DONet's application for a certificate of public convenience and necessity. The following information is provided for your convenience:

1. The name of the carrier is DONet Communications, LLC
2. Carrier contact information address:  
33 W. First Street, Suite 230  
Dayton, OH 45302  
Phone: 937 226-6896
3. Name of carrier contact person is Kristopher E. Twomey
4. Carrier contact address and phone:  
1425 Leimert Blvd., Suite 404  
Oakland, CA 94602  
Phone: 510 285-8010  
Fax: 510 868-8418  
Email: kris@lokt.net
5. Type of negotiations desired: facilities-based interconnection
6. State(s) in which carrier wishes to do business: Ohio
7. State of incorporation: Ohio

I will serve as the lead negotiator on behalf of DONet. Please contact me at your earliest convenience via e-mail or phone.

Sincerely,

Kristopher E. Twomey  
Counsel to DONet Communications, LLC

**EXHIBIT T**

**Certification registration from Ohio Secretary of State**

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

***I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show DONET COMMUNICATIONS, LLC, an Ohio Limited Liability Company, Registration Number 1740449, was organized within the State of Ohio on November 16, 2007, is currently in FULL FORCE AND EFFECT upon the records of this office.***



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 13th day of January, A.D. 2008*

A handwritten signature in black ink, appearing to read "Jennifer Brunner", written in a cursive style.

**Ohio Secretary of State**

**Validation Number: V200813J9369C**

**\*200732300646\***

DATE: 11/19/2007	DOCUMENT ID 200732300646	DESCRIPTION ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	FILING 125.00	EXPED .00	PENALTY .00	CERT .00	COPY .00
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**Receipt**

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

NSI  
ATTN: TENA LUMPKINS  
145 BAKER STREET  
MARION, OH 43302

RECD NOV 21 2007

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jennifer Brunner**

**1740449**

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

**DONET COMMUNICATIONS, LLC**

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

Document(s):

**ARTICLES OF ORGANIZATION/DOM. LLC**

Document No(s):

**200732300646**



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 16th day of November, A.D.  
2007.

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Ohio Secretary of State





www.sos.state.oh.us

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

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

Expedite this Form: (Select One)

☐ Yes PO Box 1380  
Columbus, OH 43218  
\*\*\* Requires an additional fee of \$495 \*\*\*

☒ 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 checked="" type="checkbox"/> Articles of Organization for Domestic Limited Liability Company (116-LCA) ORC 1705	(2) <input type="checkbox"/> Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1708  (Date of Formation) _____ (State) _____
---	---

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

Name DONET Communications, 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.d., L.L.C., L.L.C.

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

Effective Date (Optional) \_\_\_\_\_ Date specified can be no more than 90 days after date of filing. If a date is specified,  
(mm/dd/yyyy) the date must be a date on or after the date of filing.

This limited liability company shall exist for \_\_\_\_\_ an unlimited duration  
(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) \_\_\_\_\_

RECEIVED  
SECRETARY OF STATE  
2007 NOV 16 PM 3:48  
CLIENT SERVICE CENTER

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

## ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

DONET Communications, LLC

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

David M. Duwel

(Name of Agent)

130 West Second Street, Suite 2101

(Street)

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

Dayton

(City)

Ohio

(State)

45402

(Zip Code)

Must be authenticated by an  
authorized representative



Authorized Representative

November 14, 2007

Date



Authorized Representative



Date

## ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

DONET Communications, LLC

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.



(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

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

(Name)

(Street)

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

(City)

(State)

(Zip Code)

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

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)

Authorized Representative

November 14, 2007

Date

David M. Duvel, As Attorney

(Print Name)

Authorized Representative

Date

(Print Name)

## **EXHIBIT U**

### **Names, addresses, and phone numbers of officers**

All of the following DONet Communications officers can be contacted at the following address and phone number:

DONet Communications, LLC  
33 W. First Street, Suite 230  
Dayton, OH 45302  
937 226-6896

**David Mezera, President**

**Leigh Sandy, VP of Technical Operations**

**Geoff Mandeville, VP of Finance/Administration**

## **EXHIBIT V**

**Sample copy of customer bill and disconnection notice**

## RESIDENTIAL DISCONNECTION NOTICE

DONet Communications, LLC

June 9, 2008

Customer Name  
Address 1  
Address 2  
City, State, Zip

Account Number: xxxxxxxx  
Amount Past Due: \$xxxx.xx

This will serve as notice that DONet Communications, LLC ("DONet") intends to disconnect your local and long distance telephone service pursuant to Rule 4901:1-5-17. DONet has decided to take this action, because it has not received payment for services since [insert date]. The total amount past due is [insert amount]. The total amount due for local service charges is [insert amount]. The total amount due for toll charges is [insert amount]. Payment of the local service amount due will maintain your local phone service. Toll service will be continued only if the local and toll portions of your bill are paid. **The total amount required to be paid at this time to avoid disconnection of local service is [insert amount].** The total amount due for non-regulated services is [insert amount]. Your local and toll phone services will not be disconnected for failure to pay this amount.

Failure to pay the amount required at the office of DONet or to one of its authorized agent by **[insert date, at least 7 days after date of notice]** may result in the disconnection of local or toll services as of that date. However, nonpayment of non-regulated charges will not result in the disconnection of local service or regulated toll service. An additional charge for reconnection may apply if your service is disconnected. Payment to an unauthorized payment agent may result in the untimely or improper crediting of your account. An additional charge for reconnection will apply if service is disconnected. Payments to an unauthorized payment agent may result in the untimely or improper crediting to your account.

If you dispute any of the amount owed, please contact DONet immediately. Also, if disconnection of your phone service would be dangerous to the health of any member of your household, please advise DONet. If you wish to contact DONet to discuss your account, please call or send all correspondence to:

DONet Communications, LLC  
Attn: Billing  
33 W. First Street, Suite 230  
Dayton, OH 45302  
937 226-6896  
Hours: 9-5, Monday through Friday

If your questions are not resolved after you have called DONet, customers may call the Public Utilities Commission of Ohio ("PUCO") toll-free at 1-800-686-7826 or 1614-466-3292, or, for TDD/TYY toll-free at 1-800-686-1570 or 1-614-466-8180 from 8:00 a.m. to 5:00 p.m. EST weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://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](http://www.pickocc.org).