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NORFOLK, VA 23510-2522
TEL. (757) 222-5300
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December 5, 2005

Docketing Division
Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, OH 43215-3793

05-1529 TP ACE

Re: Application of CBB Carrier Services, Inc. to Request New Operating Authority in Ohio

Dear Sir or Madam:

Enclosed please find an original and seven (7) copies of an Application of CBB Carrier Services, Inc. to Request New Operating Authority in Ohio.

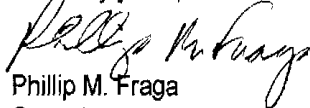
As we will not be providing local voice service, the application questions have been answered accordingly.

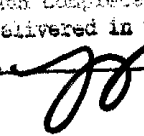
Also, as we are requesting confidential treatment of the financial information provided in Exhibit J of our application, such financial information has been provided only in the original application and has been omitted from the seven (7) copies. Furthermore, a Motion for Protective Order seeking such confidential treatment is being filed with this application.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope provided.

Should you have any questions or require further information, please feel free to contact John Rickman at (757) 222-5303. Thank you for your assistance.

Sincerely yours,


Phillip M. Fraga
Consultant

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.
Technician.  Date Processed 12-12-05

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)

In the Matter of the Application of CBB Carrier Services, Inc.)
to Request New Operating Authority

Case No. 05-1529 - TP - ACE

Name of Registrant(s) CBB Carrier Services, Inc.
DBA(s) of Registrant(s) None
Address of Registrant(s) 253 Monticello Avenue Norfolk, VA 23510
Company Web Address www.landmarkcom.com
Regulatory Contact Person(s) John Rickman Phone (757) 222-5303 Fax (757) 222-5314
Regulatory Contact Person's Email Address jrickman@contbb.com
Contact Person for Annual Report John Rickman
Phone (757) 222-5303
Consumer Contact Information John Rickman
Phone (757) 222-5303
Date _____ TRF Docket No. _____ - CT-TRF or _____ - TP-TRF

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

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

Company Type (check all applicable): ☐ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS
X Other (explain) CLEC (data only)

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)
- X 3 (ACE) 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input checked="" type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input checked="" type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input checked="" 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 checked="" type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input checked="" 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 checked="" 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 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 checked="" 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).
<input checked="" 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"/> Electronic Tariff - If electronic, provide the web address for the tariff:

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

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]
- ☒ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☒ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☒ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

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:

John Rickman Vice President and CFO Continental Broadband, Inc. 253 Monticello Avenue Norfolk, VA (757) 222-5303

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:

John Rickman Vice President and CFO Continental Broadband, Inc. 253 Monticello Avenue Norfolk, VA (757) 222-5303

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, Continental Broadband, Inc. on behalf of its wholly-owned subsidiary CBB Carrier Services, Inc., 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 December 1, 2005 at 253 Monticello Avenue Norfolk, VA 23510
(Date) (Location)

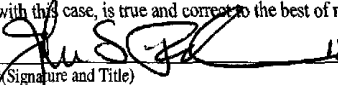


*(Signature and Title) (Date)
John Rickman Vice President and CFO

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

VERIFICATION

I, John Rickman, 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.



*(Signature and Title) (Date)
John Rickman Vice President and CFO

**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 A

No motion is made for waiver of any O.A.C. rule(s) associated with this filing.

Exhibit B

Completed Service Requirements Form
(see attached)

TELEPHONE SERVICE REQUIREMENTS FORM

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

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):

[x] 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.

[x] 2. **MTSS TARIFF REQUIREMENTS**

[x] 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;

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- language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,
- 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.

☒ 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

Provider's Name: CBB Carrier Services, Inc.

4/7/2003

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bill unless special circumstances so warrant and the Commission specifically approves same. The company shall not place a separate line 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.

[x] 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.

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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 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, as set forth in Paragraph E.2. will apply.

ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

-- Initial line, trunk, or port	\$5.00
-- Additional line, trunk, or port	\$1.50

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

☐ 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

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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
 - 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

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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 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.

☐ **3. ALTERNATIVE OPERATOR SERVICES**

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The following applies to the provision of alternative operator services (AOS) including Inmate Facility Services. (See, also, Case No. 88-560-TP-COI, December 30, 1991 Supplemental Opinion and Order and February 27, 1992 Entry on Rehearing):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the proposed tariff, the service provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, alternative operator services (AOS), or both.

(A) Definitions

- (1) AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls. These do not include coin-sent calls.
- (2) Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

(B) AOS Service Parameters

- (1) Local operator-assisted calls:
For local operator-assisted calls, both live and automated, the AOS provider shall not charge the billed party more than the ILEC's price list rates for traditional local operator-assisted calls in the same exchange. This requirement includes both the local usage rate (either flat-rate per call or a minute-of-use rate per call) and applicable operator surcharges. The minutes-of-use rate for a local call shall be no higher than the rates for MTS identified in paragraph (B)(2), below.
- (2) MTS provided in conjunction with AOS:

For intraLATA and interLATA, intrastate toll service calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS:

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Mileage Band	Initial Minute	Each Additional Minute
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$0.36 per minute of use

- (3) For intraLATA and interLATA, intrastate toll service calls, each AOS provider's maximum operator-assisted rates shall be no more than:

- (a) \$1.70 for customer-dialed calling card calls;
- (b) \$2.50 for operator-handled calls; and
- (c) \$4.80 for person-to-person calls.

- (4) Notice of any change in the rates stated above, whether it be upward or downward, must be maintained in the company's tariff (via its web-site or its tariff on file with the Commission), on or before the effective date.

(C) Secured Inmate Facilities:

The following provisions apply to those operator service providers (OSPs) providing service to a secured inmate facility where the originating caller does not have access to other OSPs for the call from the secured inmate facility.

- (1) Local operator-assisted calls:

For local operator-assisted calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for a local operator-assisted call in the same exchange.

- (2) IntraLATA and interLATA intrastate toll service calls:

For intraLATA and interLATA intrastate toll service calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for

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an intraLATA intrastate call. This requirement includes both the rates for message toll service and operator surcharges.

- (D) The AOS providers shall not charge end users surcharges in addition to the price list rates for MTS and operator-assisted surcharges set forth in the AOS providers' tariffs. This restriction means that no surcharges, including but not limited to, bill rendering charges and any additional surcharge which a host facility may request the AOS provider to bill an end user, may be levied by the AOS provider on the end user. Any surcharges imposed by a host facility are to be billed separately by the host facility.
- (E) AOS and secured inmate facility services are not subject to either Tier 1 or Tier 2 regulatory treatment, but rather will remain subject to the provisions of these rules and the applicable provisions adopted by the Commission in Case No. 88-560-TP-COI.

☐ 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.

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☐ 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 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 tariffed rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tariffed.

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.

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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 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.

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Exhibit C

Copy of Proposed Tariff
(see attached)

CBB Carrier Services, Inc.

P.U.C.O. Tariff No. 1
Original Title Page

OHIO

LOCAL EXCHANGE TELECOMMUNICATION SERVICES TARIFF

OF

CBB CARRIER SERVICES, INC.

Issued: December 7, 2005

Effective: February 6, 2006

BY:

John Rickman, Vice President and CFO

CHECK SHEET

The sheets listed below are inclusive and effective as of the date shown. Original and revised sheets as named below contain all changes from the original Tariff that are in effect on the date shown on each sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	30	Original	59	Original
2	Original	31	Original	60	Original
3	Original	32	Original		
4	Original	33	Original		
5	Original	34	Original		
6	Original	35	Original		
7	Original	36	Original		
8	Original	37	Original		
9	Original	38	Original		
10	Original	39	Original		
11	Original	40	Original		
12	Original	41	Original		
13	Original	42	Original		
14	Original	43	Original		
15	Original	44	Original		
16	Original	45	Original		
17	Original	46	Original		
18	Original	47	Original		
19	Original	48	Original		
20	Original	49	Original		
21	Original	50	Original		
22	Original	51	Original		
23	Original	52	Original		
24	Original	53	Original		
25	Original	54	Original		
26	Original	55	Original		
27	Original	56	Original		
28	Original	57	Original		
29	Original	58	Original		

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- C - Identifies a changed regulation.
- D - Identifies delete or discontinue.
- I - Identifies an increase in rate.
- M - Identifies material moved from one tariff location to another.
- N - Identifies a new rate or regulation.
- R - Identifies a decrease in rate.
- T - Identifies a change in text only.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current sheet version on file with the Department. For example, the 4th Revised Sheet 14 Cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).1.a
- D. Check Sheet - When a filing is made with the Department, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision.

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SECTION 1 - DEFINITIONS

The terms and definitions listed below apply for this Tariff.

Additional Listing: Additional Listing is the listing in addition to that provided with Customer's Service.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form, which includes all pertinent billing, technical, and other descriptive information that will enable Company to provide a communication Service(s) as required.

Authorization Code: An Authorization Code is a code in numbers or letters used to gain access to a Service.

Basic Local Exchange Service: Basic Local Exchange Service consists of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

Building: A Building is a structure under one roof, or two or more structures where such structures adjoin, connect or are occupied as follows:

- The structures directly adjoin each other, being separated only by a Building wall.

A completely enclosed passageway designed for and used primarily as the regular route for foot travel between the structures and is also suitable for the installation and maintenance of interior telephone facilities connects the structures. In no case can conduit be considered an enclosed passageway.

- The same Customer occupies the major portion of the structure.

Central Office: Central Office is a switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same Building.

Central Office Building: Central Office Building is a Building containing one or more Central Offices. There may be more than one Central Office Building in an Exchange and one Central Office Building may serve more than one Exchange.

CLEC: CLEC stands for Competitive Local Exchange Carrier.

Commission: Commission stands for the Ohio Public Utilities Commission or any succeeding agency.

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SECTION 1 - DEFINITIONS (continued)

Company: Company refers to CBB Carrier Services, Inc..

Company-Provided: Company-Provided is the switching, transmission, and other related telecommunications equipment/facilities provided by Company or by any combination of Company, Underlying Carrier, or other authorized Third Party Vendors contracted by Company.

Continuous Property: Continuous property is defined as plot of ground, together with any buildings thereon, occupied by Customer, which is not separated by public thoroughfares or by property occupied by others.

Coordinating Facilities: Coordinating Facilities are those facilities that are used for communication between stations on program networks to enable Customer to pass information necessary for the proper handling of his program.

CPE: CPE stands for Customer Premises Equipment.

Credit Card: Credit Card refers to Visa, MasterCard, or other Credit Card companies as appropriate.

Customer: A Customer is the person or other entity which orders Service for its own use and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Service after its account(s) are removed from Company's billing system and subsequently continues to use Company's Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer(s) Premise(s): Customer(s) Premise(s) locations are designated by a Customer where Service is originated/terminated. In the case of non-profit sharing groups, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Demarcation Point: The Demarcation Point is the point of interconnection between Company communications facilities and premises wire. It is located within twelve (12) inches of the protector or within twelve (12) inches of where Company communications facilities enter the Building or terminate in Company provided distribution terminals.

End User: The term "End User" refers to any person or other entity which uses the Services of Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer or party.

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SECTION 1 - DEFINITIONS (continued)

Exchange: An Exchange is a geographical unit established for the administration of communication service in a specified area. It generally consists of one or more Central Offices together with the associated plant used in furnishing communications within that area.

Exchange Access Line: An Exchange Access Line includes the serving Central Office line equipment and all Company plant facilities up to and including Company provided network interface.

Exchange Area: An Exchange Area is the territory serviced by an Exchange.

Exchange Service: Exchange Service is the furnishing of Central Office line facilities to provide for telephone communications within the Local Calling Area on an unlimited Service basis in accordance with the rates and regulations of the Tariff.

Exemption Certificate: An Exemption Certification is a written notification provided by Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Company's Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to carrier common line charges.

F.C.C.: F.C.C. stands for Federal Communications Commission.

Interface: The term Interface denotes that point on the premises of Customer at which provision is made for connection of other than Company-Provided facilities to facilities provided by Company.

Interface Equipment: Interface Equipment is Company-Provided equipment at the interface location to accomplish the direct electrical connection of facilities provided by Company with facilities provided by other than Company.

Installation: Installation means the connection of a circuit, Exchange Access Line, port, or other facilities, for new, changed, or additional Service.

LATA: LATA stands for Local Access Transport Area, which is a geographic area established for the provision and administration of communications service as provided for in the Modification of Final Judgment and any further modification thereto.

Local Exchange Service: Local Exchange Service is a Service that provides one-way and/or two-way telecommunications and features among points within a Local Calling Area.

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SECTION 1 - DEFINITIONS (continued)

Local Service Area: Local Service Area is that area within which a Customer for Local Exchange Service can make telephone calls without the payment of a long distance telecommunications charge. A Local Service Area may be made up of one or more Central Office areas, Exchange areas, municipalities, and/or counties.

Minimum Service Period: The Minimum Service Period is a stated length of time that a Customer is required to retain Service at a specific location.

Move: A Move is the relocation of equipment and wiring associated with a Customer's Service.

Network Interface: A Network Interface is a standard F.C.C. registration program jack or equivalent that may be installed by Company as part of the Network Access Line at the Demarcation Point.

Nonrecurring Charge: A Nonrecurring Charge is a charge applying to the provision of certain items of Service and equipment of facilities, including but not limited to, charges for construction, installation or special fees for which Customer becomes liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check: Any negotiable instrument returned by the bank, savings institution, or other eligible institution which is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds, account closed, account frozen, no account.

NPA: NPA stands for Numbering Plan Area. More commonly referred to as an area code.

NXX: NXX represents the first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

PIC: PIC stands for Primary IntraExchange Carrier.

Premises Wire: All wire within a Customer's Premises located beyond the Demarcation Point is called Premise Wire.

Primary IntraExchange Carrier: Primary IntraExchange Carrier is the Local Exchange Company that provides Local Exchange Service to Customer.

Recurring Charges: The monthly charges paid in advance by Customer for Services, facilities and equipment, which continue for the agreed-upon duration of the Service.

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SECTION 1 - DEFINITIONS (continued)

Registered Equipment: Registered Equipment is equipment that complies with and has been approved within the registration provisions of Part 68 of the FCC's Rules and Regulations.

Restoral of Service: Restoral of Service is the return of Service following a period of temporary interruption for nonpayment of bills, provided this return occurs prior to termination of the Service.

Service: Service consists of any Local Exchange Service provided by Company pursuant to this Tariff.

Service Commitment Period: The Service Commitment Period is the period selected by Customer, agreed to by Company, and stated on the relevant Application for Service during which Company will provide and Customer will accept and pay for the Service described therein. The minimum Service Commitment Period is one month.

Serving Wire Center: A serving wire center denotes the wire center from which Customer designated premises would normally obtain dial tone from Company.

State: State refers to the State of Ohio.

TFN: TFN stands for Toll Free Number.

Terminal Equipment: Devices, apparatus, and their associated wiring provided by a Customer which do not constitute a Multi-Line Terminating System and which, when connected to the communications path of the telephone system are so connected either electrically, acoustically, or inductively are referred to as Terminal Equipment.

Third Party Vendor: A company, entity or individual, other than Company, designated by Company that provides the facilities and/or the equipment required to provide Service(s).

Unauthorized Attachment or Connection: Any Terminal Equipment, Multi-Line Terminating System, or communications system that is attached to the facilities of the Underlying Carrier contrary to provisions of this Tariff is an Unauthorized Attachment or Connection.

Underlying Carrier: Underlying Carrier refers to any Local Exchange Carrier certified by the Commission that provides Local Exchange Services resold by Company pursuant to this Tariff.

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SECTION 2 - REGULATIONS (continued)

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to intrastate Local Exchange Services provided by Company to Customers for telecommunications between points within the State. Company's Services are furnished subject to the availability of facilities and are subject to the terms and conditions of this Tariff.

This Tariff is on file with the Commission and copies may be inspected during normal business hours at Company's principal place of business, which is located at 253 Monticello Avenue, Norfolk, VA 23510.

2.2 Undertaking of Company

2.2.1 General

Company undertakes to provide the Local Exchange Services offered in this Tariff under the regulations, terms, and conditions and at the rates and charges specified. Local Exchange Service consists of one-way and/or two-way telecommunications and will be provided where facilities, billing capability, and the underlying network elements are economically available. Local Exchange Services are not available for resale.

2.2.2 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.

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SECTION 2 - REGULATIONS (continued)

2.2 Undertaking of Company (continued)

2.2.2 Terms and Conditions (continued)

- (B) Customers may be required to enter into written Service orders that contain or reference a specific description of the Service ordered, the duration of the Services, and the terms and conditions in this Tariff. Customer will also be required to execute any other documents as may be reasonably requested by Company. At the expiration of the initial term specified in each Service order, or in any extension thereof, Service will continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice by first class U.S. mail.
- (C) Any cancellation of Service by Customer or termination of Service by Company will not relieve Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service order will survive such termination.
- (D) In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorneys' fees.

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SECTION 2 - REGULATIONS (continued)

2.2 Undertaking of Company (continued)

2.2.3 Limitations of Services

- (A) Services are offered subject to the availability of facilities and/or equipment from the Underlying Carrier and Company's ability to provision the order at the time the Applicant or Customer orders Service and the provisions of this Tariff.
- (B) Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by any telephone Company at the same or another address.
- (C) Company reserves the right to terminate Service(s) to Customers without liability, or to limit the use of Services when necessitated by conditions beyond Company's control, or when Customer is using Services in violation of the law or of the provisions of this Tariff.
- (D) Prior written permission from Company and approval pursuant to this Tariff are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.
- (E) Customer will not use Company name or any service mark or trademark of Company or refer to Company in connection with any product, equipment, promotion, promotional material, publication, contracts, or bills, etc. of Customer without the express prior written approval of Company.
- (F) Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services.

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SECTION 2 - REGULATIONS (continued)

2.2 Undertaking of Company (continued)

2.2.3 Limitations of Services (continued)

- (G) In compliance with 4901:1-5-17, O.A.C., Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond Company's control, or when Customer is using service in violation of the law or in violation of the provisions of this Tariff.
- (H) Title to all facilities provided in accordance with this Tariff remains in Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in any Company-Provided facilities and associated equipment.
- (I) Conditions under which Company may, without notice pursuant to 4901:1-5-17, O.A.C., terminate service without liability include, but are not limited to:
 - .1 In the event of a subscriber's use of telecommunications equipment in such a manner as to adversely affect Company's equipment, its service to others, or the safety of Company's employees or subscribers; or
 - .2 In the event of tampering with any facilities or equipment furnished and owned by the LEC or IXC.

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SECTION 2 - REGULATIONS (continued)

2.2 Undertaking of Company (continued)

2.2.4 Notification of Service Affecting Activities

Company or Underlying Carrier may undertake Service-affecting activities in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventative maintenance including but not limited to tests, adjustments, and inspections. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. Company will work cooperatively with Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to Customer may not be possible. No interruption allowance will be credited to Customer for the period during which Company undertakes such activities.

2.2.5 Conditions under which Company may, with notice pursuant to 4901:1-5-17, O.A.C., terminate service without liability include, but are not limited to:

- Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- Non-payment of any sum owed Company.

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SECTION 2 - REGULATIONS (continued)

2.2 Undertaking of Company (continued)

2.2.6 Provision of Company-Provided Equipment and Facilities

- (A) Subject to compliance by Customer with the regulations contained in this Tariff, Company will use reasonable efforts to make Services available to a Customer on or before a particular date. Company does not guarantee availability by any such date and will not be liable for any delays in commencing Service to any Customer.
- (B) Company will use reasonable efforts to maintain facilities and equipment that it furnishes to Customer. Except upon the written consent of Company, Customer may not, nor may Customer permit others, to rearrange, cancel, remove, and attempt to repair or otherwise interfere with any of the facilities or equipment installed by Company.
- (C) Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to Customer.
- (D) Company-Provided equipment which Company or Company-authorized agent provides or installs at Customer Premises for use in connection with Services Company offers will not be used for any purpose other than that for which it is provided.

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SECTION 2 - REGULATIONS (continued)

2.2 Undertaking of Company (continued)

2.2.6 Provision of Company-Provided Equipment and Facilities (continued)

- (E) Customer will be responsible for the payment of Service charges, as set forth herein, for visits by any Company-Provided authorized field technicians to the premises of Customer when a Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Company, including but not limited to Customer.
- (F) Company will not be responsible for the Installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of Company will be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Company will not be responsible for:
 - .1 The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - .2 The reception of signals by Customer-provided equipment.

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SECTION 2 - REGULATIONS (continued)

2.2 Undertaking of Company (continued)

2.2.7 Customer Equipment

A Customer may transmit or recover information or signals via the facilities of the Underlying Carrier that are resold by Company.

(A) Station Equipment

Customer-provided terminal equipment on Customer Premises, and the electric power consumed by such equipment, will be provided by and maintained at the expense of Customer. All such terminal equipment must be registered with the F.C.C. under 47 C.F.R. Part 68, and all wiring must be installed and maintained in compliance with those regulations. Customer is responsible for ensuring that Customer-provided equipment connected to Company or Underlying Carrier equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-Provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring will be such as not to cause damage to Company-Provided equipment and wiring or injury to Company Employees or other persons. Any additional protective equipment required to prevent such damage or injury will be provided by Company at Customer's expense.

(B) Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Underlying Carrier used for furnishing Local Exchange Services and the Channels, facilities, or equipment of others will be provided

SECTION 2 - REGULATIONS (continued)

2.2 Undertaking of Company (continued)

2.2.7 Customer Equipment (continued)

(B) Interconnection of Facilities (continued)

at Customer's expense. Local Exchange Services may be connected to the Services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of the other communications carriers that are applicable to such connections.

(C) Inspections

Upon reasonable notification to Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that Customer is complying with the requirements for the Installation, operation, and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided facilities, and equipment to Company-Provided facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its facilities, equipment and personnel. Company will notify Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, Customer must take corrective action and notify Company of the action taken. If Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm.

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SECTION 2 - REGULATIONS (continued)

2.2 Undertaking of Company (continued)

2.2.8 Non-Routine Installation

At Customer's request, Company may arrange for Installation and/or maintenance to be performed outside business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to Company will apply in addition to the charges set forth in this Tariff. If Installation is started during regular business hours but, at Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.3 Prohibited Use of Service

2.3.1 The Service(s) Company offers will not be used for any unlawful purpose or for any use as to which Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.3.2 Company's services are not available for shared use.

2.3.3 Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Underlying Carrier or others. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3.4 Service furnished by Company will not be used for any purpose for which any payment or other compensation is received by Customer except when Customer is an enhanced or electronic Service provider who has subscribed to Service(s).

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SECTION 2 - REGULATIONS (continued)

2.3 Prohibited Use of Service (continued)

2.3.5 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but are not limited to:

- Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; and
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of Company or of the Underlying Carrier, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; and
- Use of the Service of Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; and
- Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

2.4 Liability of Company

2.4.1 Service Liability

- (A) With respect to any claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a Service), Installation (including delays thereof), provision, termination, maintenance, repair, or restoration (including interruption of restoration) of any Service or facilities offered under this Tariff, and subject to the following provisions, Company's liability, if any, will not exceed \$1,000 or an amount equal to the proportionate charge for the Service for the period during which the Service was affected whichever is less. This liability for damages will be in addition to any amounts that may otherwise be due to Customer under this Tariff as a credit allowance for interruptions.

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SECTION 2 - REGULATIONS (continued)

2.4 Liability of Company (continued)

2.4.1 Service Liability (continued)

- (B) Unless the damage is caused by Company's gross negligence or willful misconduct, Company is not liable for damages to premises resulting from the furnishing of Service, including the Installation and removal of Company's equipment and associated wiring.
- (C) Company will be indemnified, defended, and held harmless against any claim, loss, or damage arising from the use of Service offered under this Tariff, involving:
 - .1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - .2 Claims for patent infringement arising from combining or using the Service furnished by Company in connection with facilities or equipment furnished by others;
 - .3 All other claims arising out of any act or omission of others in the course of using Services provided pursuant to this Tariff;
 - .4 Service, Channels, or equipment which Company does not furnish;
 - .5 Customer-provided systems, equipment, facilities, or services that are interconnected with Services;
 - .6 Injury to property or injury or death to persons, including claims for payments made under workers' compensation law or under any plan for employee disability or death benefits arising out of, or caused by any act or omission of Customer, or the construction, Installation, maintenance, presence, use, or removal of Customer's facilities or equipment connected or to be connected to Company-Provided facilities;
 - .7 Any noncompletion of calls due to network busy conditions; and
 - .8 Breach in the privacy or security of communications transmitted over the Underlying Carrier's facilities.

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SECTION 2 - REGULATIONS (continued)

2.4 Liability of Company (continued)

2.4.1 Service Liability (continued)

- (D) Company does not guarantee or make any warranty with respect to Service Installation or use at locations where there is present an atmosphere that is explosive, prone to fire, dangerous, or otherwise unsuitable. Customer will indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party, for any personal injury to, or death of, any person(s), or for any loss, damage or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly, by the Installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by Company at such locations.
- (E) With respect to any Service offered under this Tariff, no license under patents (other than the limited license to use) is granted by Company or will be implied or arise by estoppel.
- (F) Company's failure to provide or maintain Service under this Tariff will be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond Company's reasonable control.
- (G) Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except for those expressly set forth herein.
- (H) Any claim of whatever nature against Company will be deemed conclusively to have been waived unless presented in writing to Company within thirty (30) days after the date of the occurrence that gave rise to the claim. No action or proceeding against Company will be commenced more than one year after the Service is rendered.
- (I) The entire liability for any claim, loss, damage, or expense from any cause whatsoever will in no event exceed sums actually paid Company by Customer for the specific Services giving rise to the claim.

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SECTION 2 - REGULATIONS (continued)

2.4 Liability of Company (continued)

2.4.1 Service Liability (continued)

- (J) Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein. In no event will Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.

2.4.2 Temporary Suspension for Repairs

The Underlying Carrier will have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt Service temporarily for the purpose of making the necessary repairs or changes in its system. The work will be performed with reasonable diligence, and, if practicable, at times that will cause Customer the least inconvenience.

- 2.4.3 With respect to any other claim or suit against Company by a Customer or End User, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, Company's liability, if any, shall not exceed an amount equal to the proportionate charge by Company for the Service for the period during which the Service provided by Company was affected or so utilized. Each Customer or End User of Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

SECTION 2 - REGULATIONS (continued)

2.5 Obligations of Customer

2.5.1 Customer Responsibilities

(A) Customer will be responsible for:

- .1 The payment of all applicable charges pursuant to this Tariff;
- .2 Damage to or loss of the Underlying Carrier's facilities or equipment caused by the acts or omissions of Customer or the noncompliance by Customer with these regulations, or by fires or theft or other causality on Customer Premises;
- .3 Providing at no charge to Company or the Underlying Carrier, as specified from time-to-time by Company, any needed personnel, equipment, space, and power to operate Underlying Carrier facilities and equipment installed on the premises of Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- .4 Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for Installation of associated equipment used to provide Local Exchange Services to Customer from the cable Building entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit Installation of Company-Provided facilities, may be charged by Company to Customer;

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SECTION 2 - REGULATIONS (continued)

2.5 Obligations of Customer (continued)

2.5.1 Customer Responsibilities (continued)

(A) Customer will be responsible for: (continued)

- .5 Not creating or allowing to be placed any liens or other encumbrances on the Underlying Carrier's equipment or facilities;
- .6 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company-Provided personnel and/or agents will be installing or maintaining the Underlying Carrier's facilities and equipment. Customer may be required to install and maintain Company or Underlying Carrier facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company-Provided or Underlying Carrier's personnel, agents, or property might result from Installation or maintenance by Company's or Underlying Carrier's employees or agents. Customer will be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or Installation work;
- .7 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of Underlying Carrier facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under this section; and granting or obtaining permission for Underlying Carrier or Company-Provided personnel or agents to enter the premises of Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Underlying Carrier;

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SECTION 2 - REGULATIONS (continued)

2.5 Obligations of Customer (continued)

2.5.1 Customer Responsibilities (continued)

(A) Customer will be responsible for: (continued)

- .8 Payment of all charges for Services provided by Company and originating at Customer's number; or rendered at Customer's specific request, regardless of whether Customer's facilities were fraudulently used.
- .9 Payment of all charges for Service(s) provided hereunder, regardless of fraud, misuse, or fraudulent procurement or improper consumption of the Services. Customer is obligated to make payment on such charges as required.
- .10 When a Customer reports a trouble to Company for clearance and no trouble is found in Company-Provided facilities, Customer shall be responsible for payment of any labor charges actually incurred by Company for the period of time from when personnel are dispatched to Customer's premises to when the work is completed. Failure by Company or its Contractors to find trouble in Company-Provided facilities will result in no charge to Customer if the trouble is actually in those facilities, but not discovered at the time.
- .11 If Customer wishes Company to assume responsibility for inside wiring and cabling at Customer's location and a premise visit is required to establish Service, Customer must prepay the premise visit charge.

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SECTION 2 - REGULATIONS (continued)

2.5 Obligations of Customer (continued)

2.5.1 Customer Responsibilities (continued)

(B) Claims

With respect to any Service or facility provided by Company, Customer will indemnify, defend and hold harmless Company from and against all claims, actions, damages, liabilities, costs, and expenses for:

- .1 Any loss, destruction or damage to property of Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or
- .2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Services and/or Underlying Carrier facilities in a manner not contemplated by the agreement between Customer and Company.
- .3 Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless Customer has notified Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after an invoice is rendered or a debit is effected by Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide Company with a reasonable basis upon which to evaluate Customer's claim or demand. In the event that Customer is not satisfied with Company's resolution of any dispute, Customer may make application to the Commission for review and disposition of the matter.

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SECTION 2 - REGULATIONS (continued)

2.6 Obtaining Service

2.6.1 Application for Service

To obtain Service, Company requires Customer to complete a letter of agency or other authorization it deems appropriate. Company will accept an oral or written application from a Customer for additions to or changes in the existing Service of such Customer. An Applicant for Service agrees to pay all charges against such Service made in accordance with the provisions of the tariffs. An application is merely a request for Service and does not in itself bind Company to provide Service. An Applicant for Service must pay all previous indebtedness to Company for telephone Services before Service will be furnished.

2.6.2 Rate Notification

Customer shall be informed of all rates and charges for the Services Customer requests and any other rates or charges which will appear on Customer's first bill.

2.6.3 Service Periods

Except as otherwise provided, the initial (or minimum) period for all Services and facilities is one month at the same location. The length of contract period for directory listings is the directory period. The directory period is from the day on which the directory is first distributed to Customers to the day the succeeding directory is first distributed to Customers. Company may require a contract period longer than one month at the same location in connection with Business Service and special (non-standard) types of arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

SECTION 2 - REGULATIONS (continued)

2.6 Obtaining Service (continued)

2.6.4 Establishment of Credit

- (A) For all services, Company reserves the right to require all Applicants to establish credit worthiness in compliance with 4901:1-5-13 and 14, O.A.C. to the reasonable satisfaction of Company. Upon receipt of the signed application, the Applicant will be deemed to have authorized Company to obtain such routine credit information and verification as Company requires. The establishment or re-establishment of credit as provided in this section shall not relieve the Applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and shall in no way modify the provisions regarding disconnection and termination of Service for failure to pay bills due for Service furnished.
- (B) If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit in compliance with 4901:1-5-13, O.A.C. Company reserves the right to examine the credit record and check the references of any Customer at any time. If Company finds that the Applicant for Service has failed to pay for past due telephone service of the same class provided by any telephone company, Company may refuse to provide Service unless the Applicant, at the option of Company, pays the past due bill, a deposit, and/or a prepayment.
- (C) In order to insure the payment of all charges due for its Service or for loss of or damage to Company property, Company may require any Applicant or Customer to establish and maintain his/her credit in one of the following ways:
 - .1 Demonstrating to the satisfaction of Company that his/her credit is acceptable by providing information that is pertinent to the Applicant's credit standing.

SECTION 2 - REGULATIONS (continued)

2.6 Obtaining Service (continued)

2.6.4 Establishment of Credit (continued)

(C) (continued)

.2 Customers may be required to furnish a deposit in an amount determined by Company as set forth in this Tariff.

.3 Customers may be required to make prepayments.

(D) If an Applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service absent a deposit or prepayment.

2.7 Deposits and Advance Payments

2.7.1 Deposits

(A) Company may, in order to safeguard its interest, require an Applicant or a Customer to make a suitable deposit to be held by Company as a guarantee of the payment of charges for Service or for loss of or damage to Company property. The fact that a deposit has been made in no way relieves the Applicant or Customer from complying with Company's regulations and the prompt payment of bills on presentation. Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a satisfactory credit standing. In lieu of a deposit, a Customer may provide a third-party guarantor, as set forth in 4901:1-5-14.

(B) A deposit, including any accrued interest held when Service is disconnected, is returned to Customer, less any amounts due Company. Even though a deposit is made, Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify Company's practice of disconnecting Service for failure to pay any bills. If Company does not return a Customer's deposit after 12 months, Company shall provide Customer with an explanation of why the deposit is not being returned upon Customer's request. Deposits plus interest shall be refunded to Customer when Service has been terminated for more than thirty (30) days, less the amount of unpaid bills, if any, for that Service. Company shall not

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SECTION 2 - REGULATIONS (continued)

2.7 Obtaining Service (continued)

2.7.1 Deposits (continued)

deem a transfer of Service from one premise to another within the area serviced by Company a termination of Service if the class of Service remains the same. Company's deposit policy will be administered in compliance with the rules and regulations specified by the Commission.

2.7.2 Interest on Deposits

Deposits held will accrue simple interest at a rate determined by the Commission.

2.7.3 Obligation to Pay

The fact that a deposit may have been made in no way relieves the Applicant or subscriber from complying with Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of Service for non-payment of any sums due Company for Service rendered at the time of application.

2.7.4 Records of Deposits

Company shall maintain records of deposits together with interest, which collectively will show all transactions pertaining to each deposit. Company shall provide the Applicant or Customer with a Deposit Receipt for any deposit received.

2.7.5 Advance Payments

To safeguard its interests, Company may require Customer to make an advance payment or prepayment before Services and facilities are furnished. The amount of the advance payment or prepayment will be determined on a case-by-case basis and will conform to the applicable Commission regulations.

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SECTION 2 - REGULATIONS (continued)

2.7 Deposits and Advance Payments (continued)

2.7.7 Return Of Deposit

When a deposit is returned to Customer, Company returns the amount of the deposit plus accrued interest. Prior to the return, deposits shall be applied to any outstanding charges, and only the excess, if any, shall be returned. A deposit shall be returned when an application for Service has been canceled prior to the establishment of Service and upon discontinuance of Service.

A deposit will be returned:

- At the end of one year of satisfactory payments for Service; or
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to Customer for Service, and only the excess, if any, will be returned.

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SECTION 2 - REGULATIONS (continued)

2.8 Rendering and Payment of Bill

2.8.1 General

Company billing options will comply with 4901:1-5-15 and 17, O.A.C. The billing period is a month. Company uses cycle billing. Bills are sent monthly to Customer's billing address as shown on his/her account. Payment in full is due upon receipt but no later than the due date stated on the bill that is at least twenty-one (21) days from the bill date. Payments will be made directly to the address indicated on the bill. Failure to remit payment by the due date will result in a late charge. In the event Company incurs fees or expenses in collecting, or attempting to collect, any charges owed Company, Customer will be liable to Company for the payment of all such fees and expenses reasonably incurred to the extent permitted by law.

Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days, Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The late charge is 1.5% per month on the unpaid balance.

2.8.2 Credit Card Billing

Company, at its sole discretion, may permit Credit Card billing with selected Services. With Credit Card billing, the charges for Services provided by Company are billed to Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between Customer and Customer's designated Credit Card company. Call detail shall not be included in the Credit Card bill. Call detail shall be provided by Company in a separate mailing.

SECTION 2 - REGULATIONS (continued)

2.8 Rendering and Payment of Bill (continued)

2.8.3 Billing Disputes

Billing disputes are handled by Company's Customer service organization. Customer is responsible for notifying Company of any disputed charges. Customer is responsible for payment of those charges not in dispute by the payment due date. If the disputed amount is resolved in favor of Customer, no late payment charge will apply to the disputed amount. If the disputed amount is resolved in favor of Company, a late payment charge will apply to the disputed amount. Company will make every effort to post any credit due to Customer account(s) on Customer's next bill. However, based on the date of the resolution of a dispute and the billing cutoff date, it may be two billing cycles before a credit can be issued. If Customer is not satisfied with Company's resolution of a billing inquiry or a billing dispute, Customer may make application to the Commission for review and disposition of the matter.

2.8.4 Returned Check Charge

In addition to any late payment charges as specified in Section 2.8.1, Customer will be assessed a charge of as set forth in Section 4 for each Check, draft, or electronic funds transfer submitted by Customer to Company that a financial institution refuses to honor.

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SECTION 2 - REGULATIONS (continued)

2.8 Rendering and Payment of Bill (continued)

2.8.5 Right to Backbill for Improper Use of Company's Services

Consistent with 4901:1-5-16, O.A.C., any person or entity which uses, appropriates or secures the use of Services from Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, will be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer. In addition, Company will be entitled to recover an amount equal to a late payment fee of 1.5 percent per month for the period(s) for which such charges would have been payable or the greatest amount permitted by state law or regulation, whichever is less.

2.8.6 Customer Overpayments

In the event that a Customer pays a bill as submitted by Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of Service provided, or in charging for the incorrect class of Service, Company shall refund the overcharge with interest from the date of overpayment by Customer. The rate of interest shall be the rate as established by the Commission.

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SECTION 2 - REGULATIONS (continued)

2.9 Cancellation of Service By Customer

- 2.9.1 If a Customer cancels a Service order before the Service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by Customer and Company, a charge will be levied upon Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction will be borne by Customer.
- 2.9.2 Company may require Customer to give thirty (30) days' written or oral notice to Company. Notice should be addressed to Company's Customer Service Department at the address specified in Section 2.8 of this Tariff. Cancellation of Customer's Service will be effective when Customer's account status is changed to inactive in the appropriate data base(s).
- 2.9.3 Customers are responsible for notifying Company of their desire to discontinue Service on or before the date of disconnection. Such notice may be either verbal or written.

SECTION 2 - REGULATIONS (continued)

2.10 Cancellation of Service By Company

2.10.1 Company may cancel any and/or all Service(s) to Customer without incurring any liability with eight (8) days' notice if Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, assets or Services. Company may cancel Service to Customer pursuant to the following:

- (A) Customer refuses to furnish information to Company regarding Customer's credit-worthiness, its past or current use of communications Services or its planned use of Service(s);
- (B) Customer provides false information to Company regarding Customer's identity, address, credit-worthiness, past or current use of communications Services, or its planned use of Company's Service(s);
- (C) Customer states that it will not comply with a request of Company for security for the payment for Service(s) or advance payments, as specified in this Tariff; or
- (D) Customer uses Service to transmit a message, locate a person, or otherwise give or obtain information without payment for the Service; or

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SECTION 2 - REGULATIONS (continued)

2.10 Cancellation of Service By Company (continued)

2.10.1 (continued)

- (E) Customer uses, or attempts to use, Service with the intent to avoid the payment, either in whole or in part, of the Tariffed charges for the Service by:
- Using or attempting to use Service by rearranging, tampering with, or making connections to Company's Service not authorized by this Tariff; or
 - Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - Any other fraudulent means or devices; or
 - Immediately upon written notice by first class U.S. mail to Customer of any sum thirty (30) days past due; or
 - Immediately upon written notice by first class U.S. mail to Customer, after failure of Customer to comply with a request made by Company for security for the payment of Service or advance payments as specified in this Tariff; or
- (F) Upon violation of any of the other material, terms or conditions for furnishing Service.
- (G) Upon condemnation of any material portion of the facilities used by Company to provide Service to Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
- (H) Upon Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law.
- (I) Upon any governmental prohibition or requirement, alteration of the Services to be provided or any violation of an applicable law or regulation.

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SECTION 2 - REGULATIONS (continued)

2.10 Cancellation of Service By Company (continued)

2.10.2 Obligation to Pay

The termination of Service(s) by Company pursuant to this Section does not relieve Customer of any obligation to pay Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein are not exclusive and Company will at all times be entitled to all rights available to it under law and equity.

2.10.3 Notice of Service Termination

If payment is not received by the due date, Company may send Customer a written termination notice. When notice is mailed, the notice will be addressed to Customer's last known address and will be mailed by first class U.S mail or any other expeditious manner. The selection of the method of delivering the notice is made by Company. If after the notice period, payment is not received or a suitable payment plan agreed to by Company and Customer, Company will issue an order to disconnect Service.

2.11 Changes in Service

2.11.1 Changes in Service Requested

If Customer makes or requests material changes in Circuit engineering, equipment specifications, Service parameters, premises locations or otherwise materially modifies any provision of the Application for Service, Customer's Installation fee will be adjusted accordingly.

2.11.2 Restoral of Service

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

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SECTION 2 - REGULATIONS (continued)

2.11 Changes in Service (continued)

2.11.3 Assignment or Transfer of Service

After obtaining Company's written consent, Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of Company, (b) pursuant to any sale or transfer of substantially all the assets of Company, or (c) pursuant to any financing, merger or reorganization of Company. Services provided by Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- (B) Prior written consent of Company is secured. Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- (C) New Customer's (assignee Customer) credit is approved by Company; and
- (D) The new Customer (assignee Customer) notifies Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of Company's Services. These obligations include all outstanding indebtedness for the use of Company's Service. Consent to such assignment or transfer will not be unreasonably withheld.
- (E) Any attempt to make such an assignment transfer, disposition without consent shall be null and void.
- (F) Any permitted assignment or transfer of Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

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SECTION 2 - REGULATIONS (continued)

2.11 Changes in Service (continued)

2.11.4 Shortage of Equipment or Facilities

Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by Company when necessary because of lack of facilities or due to some other cause beyond Company's control. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Underlying Carrier's facilities as well as facilities Company may obtain from other carriers to furnish Service from time-to-time as required at the sole discretion of Company.

2.12 Notices and Communications

2.12.1 All notices or other communications required to be given pursuant to this Tariff will be in writing unless this Tariff specifically permits oral notice. All notices and other communications of either party, and all bills mailed by Company, will be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first. The disconnection notice will conform to 4901:1-5-17(K).

2.12.2 Company or Customer will advise the other party of any changes to the addresses designated for notices, other communications, or billing.

2.12.3 Rate information and information regarding the terms and conditions of Service shall be provided in writing upon request by a current or potential Customer. Customers shall be advised of changes to the terms and conditions of Service no later than Company's next periodic billing cycle.

2.13 Connections

When Customer equipment is connected to Services, it must comply with the requirements of the Federal Communications Commission's registration program. When any equipment or system is connected, the minimum protection criteria must be met.

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SECTION 2 - REGULATIONS (continued)

2.14 Customer Service

2.14.1 General

Customer Service may be contacted in writing at 253 Monticello Avenue, Norfolk, VA 23510. Customers may also contact Customer Service by dialing a toll free number listed on Customer's bill. Service representatives are available to assist with Customers inquiries from 8am-5pm (EST) Monday thru Friday, and 8am-5pm (EST) Saturday and Sunday, excluding holidays. If a Customer calls Customer Service after hours, the call is answered by an automated voice response system. If the call is not an emergency, Customer is requested to call back during business hours. If the call is a Service emergency, the call is routed to an attendant who will refer the call to a Customer service representative.

2.14.2 Service Difficulties

Service difficulties may be referred to Company's Customer Service organization, as indicated in Section 2.14.1 above.

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SECTION 2 - REGULATIONS (continued)

2.15 Credit Allowance for Interruptions

2.15.1 General

It will be the obligation of Customer to notify Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, Customer will ascertain that the interruption is not being caused by any action or omission by Customer within his control, or is not in wiring or equipment, if any, furnished by Customer.

2.15.2 Credits for Monthly Recurring Charges

No credit for monthly recurring charges for Services will be issued for outages less than twenty-four consecutive hours in duration. Except as otherwise specified in this Tariff, when the use of Service or facilities furnished by Company is interrupted, the following adjustments of the Monthly Recurring Charges subject to interruption will be allowed for the Service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by Company:

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by Company under this Tariff. An interruption period begins from the time Customer's service is reported or is found to be out of service. An interruption period ends when the service, facility or circuit is operative. If Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) In calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 2 - REGULATIONS (continued)

2.15 Credit Allowance for Interruptions (continued)

2.15.3 No credit allowances will be given for:

- (A) Interruptions of Service during any period in which Company cannot gain access to its facilities and equipment for the purpose of investigating and correcting interruptions due to Customer changing a scheduled appointment, provided that the interruption is not extended further by Company;
- (B) Interruptions of Service extended by Company's inability to gain access to its facilities and equipment because Customer missed an appointment, provided that Company does not further extend the interruption;
- (C) Interruptions of Service during any period when it is necessary for Customer to release Service to Company for necessary maintenance purposes or for implementation of a Customer order for a change in Service arrangement;
- (D) Interruptions that occur as a result of Company's right to refuse Service to Customer;
- (E) Interruptions that occur as a result of a lack of facilities where a Customer requests Service at a geographically remote location, a Customer requests Service in a geographic area where the carrier is not currently offering Service, or there are insufficient facilities to meet Customer's request for Service, subject to a carrier's obligation for reasonable facilities planning.

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SECTION 2 - REGULATIONS (continued)

2.16 Connections

When Customer equipment is connected to Services, it must comply with the requirements of the Federal Communications Commission's registration program. When any equipment or system is connected, the minimum protection criteria must be met.

2.17 Service Areas

Company will provide Service in exchanges where it is economically feasible and billing systems, facilities and equipment are available. Company concurs in local calling areas and exchange areas as described in tariffs filed by SBC.

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SECTION 2 - REGULATIONS (continued)

2.18 Local Exchange Services

2.18.1 Application for Service

Service is installed and provided upon acceptance by Company of its standard document requirements as set forth in Section 2.6.

2.18.2 Cancellation of Application for Service

- (A) Applications for Service may be canceled at any time prior to Service Date.
- (B) Where Company incurs any expense in connection with Applications for Service, or where placement of facilities or equipment have begun before Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursement, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the application for or provision of Service. The charges described above will be calculated and applied on a case-by-case basis.

2.18.3 Moves, Adds and Changes

Upon receipt of notice from Customer, Company will add or change locations or features of specific lines and equipment. In addition to monthly recurring charges for Service, such Service changes will incur Service Charges. Company may require a signed authorization from Customer for additions to or changes in the existing Service or Application.

2.18.4 Allowances for Interruption in Service

A credit allowance as defined in this Tariff will be given on a per-line basis. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be credited by Company on Customer's invoice.

SECTION 2 - REGULATIONS (continued)

2.19 Provision For Certain Local Taxes And Fees

Any assessments, franchise fees, privilege, license, occupation, public utilities taxes, municipal taxes, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon Company by any governmental authority will be added pro rata, insofar as practical, to the rates and charges stated in Company's standard schedules, in amounts which in the aggregate for Company's Customers of any political entity will be equal to the amount of any such fee or tax upon Company. Company will, so long as any such tax or fee is in effect, add to the bills of Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

2.20 Interconnection

Service furnished by Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates, and conditions of the other carrier. Customer is responsible for all charges billed by other carriers for use in connection with Services set forth herein. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of Customer.

2.21 Services Provided by Other Companies

Company shall have no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in the Services herein including, without limitation, any services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any dispute or discrepancies with the service provider.

SECTION 2 - REGULATIONS (continued)

2.22 Governmental Authorizations

The provision of Services is subject to and contingent upon Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

2.23 Market Trials

Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., or for market research including rate experimentation purposes. Such trials will be for a limited duration.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 General

Company offers DS1 transport services to business customers. Services may be offered by Company via its own facilities and/or the facilities of other carriers. Services are provided, subject to availability of facilities and equipment, in areas currently served by the applicable SBC operating company(ies). Services are subject to service order and service change orders where Customer requests new services or changes in existing services as well as indicated Non-Recurring and Monthly Recurring Charges.

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SECTION 4 - RATES

- 4.1 All rates set forth in this Section are subject to change and may be changed by Company pursuant to notice requirements established by the Commission.

DS1 Transport

Monthly per DS1 Entrance Facility Charge:	\$350.00
Monthly DS1 DTT per Termination Charge:	\$50.00
Monthly DS1 DTT per Mile Charge:	\$15.00

- 4.2 To the extent that a municipality, other political subdivision or local agency of government, state or federal Commission imposes upon and collects from Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from Company within the territorial limits of such municipality, other political subdivision or local agency of government.

4.3 Miscellaneous Charges

- 4.3.1 Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

4.3.2 Return Check Charge

If the bank returns a Customer's check, Company may charge Customer a return check charge. The amount of the return check charge is \$10.00.

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SECTION 5 - SPECIAL ARRANGEMENTS

5.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to Customer in writing and on a nondiscriminatory basis. ICBs will be filed with the Commission.

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SECTION 6 - PROMOTIONS

6.1 Promotional Offerings

Company may, from time to time, offer one or more promotions to its Customers or consumers waiving or reducing certain rates, charges, fees, or penalties in response to media advertising, direct mail solicitation, telemarketing and/or direct sales presentations. These promotional offerings will be available to Customers who subscribe to one of the Services contained in this Tariff. The promotional offerings may contain a requirement that Customer remain subscribed to a particular Service for a specified term. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

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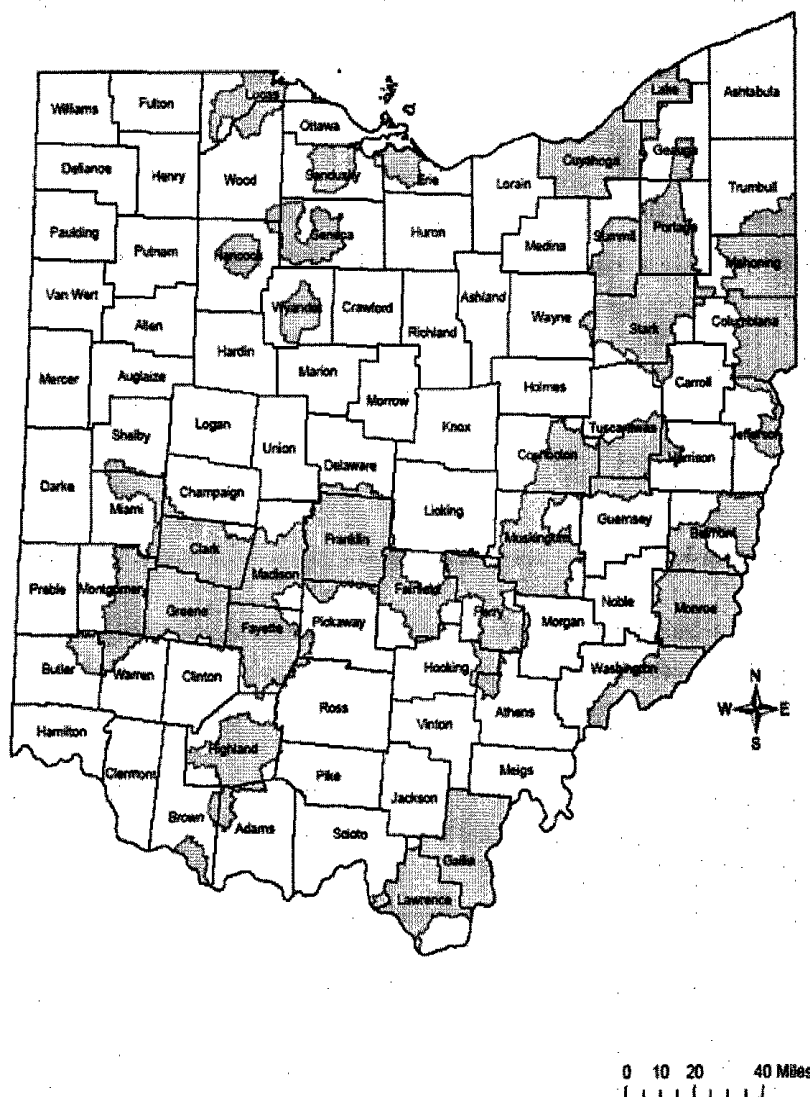
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SECTION 7 - SERVICE AREAS

7.1 Service Area Map



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SECTION 7 - SERVICE AREAS (continued)

7.2 Exchanges Areas Served and Local Calling Areas

Exchanges where Local Exchange Service is available and the associated Local Calling Areas are listed in this section. NXXs associated with each particular exchange or zone may be found in the front of the telephone directory published for each Customer's Exchange Area.

LEC	COUNTY	EXCHANGE
SBC	ADAMS	Winchester
SBC	ATHENS	Nelsonville
SBC	BELMONT	Barnesville
SBC	BELMONT	Bellaire
SBC	BELMONT	Bethesda
SBC	BELMONT	Martins Ferry-Bridgeport
SBC	BELMONT	Somerton
SBC	BELMONT	St. Clairsville
SBC	BROWN	Aberdeen
SBC	BROWN	Ripley
SBC	BUTLER	Middletown
SBC	BUTLER	Monroe
SBC	BUTLER	Trenton
SBC	CHAMPAIGN	Christiansburg
SBC	CLARK	Donnelsville
SBC	CLARK	Enon
SBC	CLARK	Medway
SBC	CLARK	New Carlisle
SBC	CLARK	North Hampton
SBC	CLARK	Pitchin
SBC	CLARK	South Charleston
SBC	CLARK	South Vienna
SBC	CLARK	Springfield
SBC	CLARK	Tremont City
SBC	COLUMBIANA	Columbiana

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SECTION 7 - SERVICE AREAS (continued)

LEC	COUNTY	EXCHANGE
SBC	COLUMBIANA	Columbiana
SBC	COLUMBIANA	East Liverpool
SBC	COLUMBIANA	East Palestine
SBC	COLUMBIANA	Leetonia
SBC	COLUMBIANA	Lisbon
SBC	COLUMBIANA	New Waterford
SBC	COLUMBIANA	Rogers
SBC	COLUMBIANA	Salem
SBC	COLUMBIANA	Salineville
SBC	COLUMBIANA	Wellsville
SBC	COSHOCTON	Conesville
SBC	COSHOCTON	Coshocton
SBC	COSHOCTON	West Lafayette
SBC	CUYAHOGA	Bedford
SBC	CUYAHOGA	Berea
SBC	CUYAHOGA	Brecksville
SBC	CUYAHOGA	Chagrin Falls
SBC	CUYAHOGA	Cleveland
SBC	CUYAHOGA	Hillcrest
SBC	CUYAHOGA	Independence
SBC	CUYAHOGA	Montrose [CUY]
SBC	CUYAHOGA	North Royalton
SBC	CUYAHOGA	Olmsted Falls
SBC	CUYAHOGA	Strongsville
SBC	CUYAHOGA	Terrace
SBC	CUYAHOGA	Trinity
SBC	CUYAHOGA	Victory
SBC	ERIE	Bloomington
SBC	ERIE	Castalia
SBC	ERIE	Sandusky

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SECTION 7 - SERVICE AREAS (continued)

LED	COUNTY	EXCHANGE
SBC	FAIRFIELD	Carroll
SBC	FAIRFIELD	Lancaster
SBC	FAIRFIELD	Rushville
SBC	FAIRFIELD	Sugar Grove
SBC	FAYETTE	Bloomington
SBC	FAYETTE	Jeffersonville
SBC	FAYETTE	Milledgeville
SBC	FAYETTE	Washington Court House
SBC	FRANKLIN	Alton
SBC	FRANKLIN	Canal Winchester
SBC	FRANKLIN	Columbus
SBC	FRANKLIN	Dublin
SBC	FRANKLIN	Gahanna
SBC	FRANKLIN	Grove City
SBC	FRANKLIN	Harrisburg
SBC	FRANKLIN	Hilliard
SBC	FRANKLIN	Lockbourne
SBC	FRANKLIN	New Albany
SBC	FRANKLIN	Reynoldsburg
SBC	FRANKLIN	Westerville
SBC	FRANKLIN	Worthington
SBC	GALLIA	Cheshire
SBC	GALLIA	Gallipolis
SBC	GALLIA	Guyan
SBC	GALLIA	Rio Grande
SBC	GALLIA	Vinton
SBC	GALLIA	Walnut
SBC	GEAUGA	Burton
SBC	GEAUGA	Chesterland

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SECTION 7 - SERVICE AREAS (continued)

LEG	COUNTY	EXCHANGE
SBC	GREENE	Beavercreek
SBC	GREENE	Bellbrook
SBC	GREENE	Bowersville
SBC	GREENE	Cedarville
SBC	GREENE	Fairborn
SBC	GREENE	Jamestown
SBC	GREENE	Spring Valley
SBC	GREENE	Xenia
SBC	GREENE	Yellow Springs-Clifton
SBC	HANCOCK	Findlay
SBC	HIGHLAND	Belfast
SBC	HIGHLAND	Darville [HIG]
SBC	HIGHLAND	Hillsboro
SBC	HIGHLAND	Marshall
SBC	HIGHLAND	Rainsboro
SBC	HIGHLAND	Sugar Tree Ridge
SBC	HOCKING	Murray City
SBC	JEFFERSON	Mingo Junction
SBC	JEFFERSON	Steubenville
SBC	JEFFERSON	Toronto
SBC	LAKE	Leroy
SBC	LAKE	Mentor
SBC	LAKE	Painesville
SBC	LAKE	Willoughby
SBC	LAWRENCE	Arabia
SBC	LAWRENCE	Ironton
SBC	LUCAS	Holland
SBC	LUCAS	Maumee
SBC	LUCAS	Toledo
SBC	LUCAS	Whitehouse

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SECTION 7 - SERVICE AREAS (continued)

LEC	COUNTY	EXCHANGE
SBC	MADISON	London
SBC	MADISON	Sedalia
SBC	MADISON	South Solon
SBC	MADISON	West Jefferson
SBC	MAHONING	Canfield
SBC	MAHONING	Lowellville
SBC	MAHONING	North Jackson
SBC	MAHONING	North Lima
SBC	MAHONING	Sebring
SBC	MAHONING	Youngstown
SBC	MIAMI	Fletcher-Lena
SBC	MIAMI	Piqua
SBC	MONROE	Beallsville
SBC	MONROE	Clarington
SBC	MONROE	Duffy
SBC	MONROE	Graysville
SBC	MONROE	Lewisville
SBC	MONROE	Woodsfield
SBC	MONTGOMERY	Centerville [MOT]
SBC	MONTGOMERY	Dayton
SBC	MONTGOMERY	Miamisburg-W.Carrollton
SBC	MONTGOMERY	Vandalia
SBC	MUSKINGUM	Dresden
SBC	MUSKINGUM	Fultonham
SBC	MUSKINGUM	Norwich
SBC	MUSKINGUM	Philo
SBC	MUSKINGUM	Zanesville

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SECTION 7 - SERVICE AREAS (continued)

EC	COUNTY	EXCHANGE
SBC	PERRY	Corning
SBC	PERRY	Glenford
SBC	PERRY	New Lexington
SBC	PERRY	Roseville
SBC	PERRY	Shawnee
SBC	PERRY	Thornville
SBC	PICKAWAY	New Holland
SBC	PORTAGE	Atwater
SBC	PORTAGE	Kent
SBC	PORTAGE	Mantua
SBC	PORTAGE	Mogadore
SBC	PORTAGE	Ravenna
SBC	PORTAGE	Rootstown
SBC	SANDUSKY	Fremont
SBC	SANDUSKY	Lindsey
SBC	SENECA	Fostoria
SBC	SENECA	New Riegel
SBC	SENECA	Tiffin
SBC	STARK	Alliance
SBC	STARK	Canal Fulton
SBC	STARK	Canton
SBC	STARK	Hartville
SBC	STARK	Louisville
SBC	STARK	Magnolia-Waynesburg
SBC	STARK	Marlboro
SBC	STARK	Massillon
SBC	STARK	Navarre
SBC	STARK	North Canton
SBC	STARK	Uniontown

Issued: December 7, 2005

Effective: February 6, 2006

BY:

John Rickman, Vice President and CFO

SECTION 7 - SERVICE AREAS (continued)

LEC	COUNTY	EXCHANGE
SBC	SUMMIT	Akron
SBC	SUMMIT	Greensburg
SBC	SUMMIT	Manchester [SUM]
SBC	TRUMBULL	Hubbard
SBC	TRUMBULL	Kirtland
SBC	TRUMBULL	Niles
SBC	TRUMBULL	Sharon
SBC	TUSCARAWAS	Gnadenhutten
SBC	TUSCARAWAS	Newcomerstown
SBC	TUSCARAWAS	Uhrichsville
SBC	WARREN	Franklin
SBC	WASHINGTON	Belpre
SBC	WASHINGTON	Marietta
SBC	WASHINGTON	New Matamoras
SBC	WASHINGTON	Newport
SBC	WAYNE	Dalton
SBC	WOOD	Perrysburg
SBC	WYANDOT	Upper Sandusky

Issued: December 7, 2005

Effective: February 6, 2006

BY:

John Rickman, Vice President and CFO

Exhibit D

**Notification to the Ohio Department of Taxation
(see attached)**



253 MONTICELLO AVENUE
NORFOLK, VA 23510-2522

TEL. (757) 222-5300
FAX (757) 222-5314

November ~~30~~, 2005

Ohio Department of Taxation
c/o Public Utilities Section
21st Floor
30 E. road Street
Columbus, OH 43266-0420

Re: Application of CBB Carrier Services, Inc. to Request New Operating Authority in Ohio

Dear Sir or Madam:

CBB Carrier Services, Inc. is in the process of applying to the Public Utilities Commission of Ohio for New Operating Authority as a Public Competitive Telecommunications Service Provider. We expect to provide service within thirty (30) days of the acceptance of our Application.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope provided.

Should you have any questions or require further information, please feel free to contact me at (757) 222-5303. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "John Rickman".

John Rickman
Vice President and CFO

Exhibit E

Description of Service

Company provides IP-based internet access and dedicated transport over Ethernet.

Exhibit F

Means of Providing Service

Company provides IP-based internet access and dedicated transport over Ethernet via copper bonding by collocating in ILEC central offices and leasing copper unbundled network elements to various customer premises.

Exhibit G

Statement of Public Interest

The services provided pursuant to this application are in the public interest as they provide consumer choice as a result of increased competition.

Exhibit H

Proposed Market Area

The proposed market area is the market area served by SBC.

Exhibit J
Financial Information
(see attached)

Financial information provided under seal with original application

CONTINENTAL BROADBAND, INC.
Consolidated Income Statement
For the Period Ending September 30, 2005

Revenue

Operating Expenses

Cost of Services

Sales, General & Administrative

Subtotal Expenses

**Earnings before Interest, Tax,
Depreciation and Amortization**

Depreciation

Amortization

Earnings before Interest and Tax

Other Income (Expense)

Intercompany Interest Exp.

Interest Income

Intercompany Management Fee

Earnings before Tax

Income Tax Provision

Net Income (Loss)

CONTINENTAL BROADBAND, INC.
Consolidated Balance Sheet
As of September 30, 2005

Cash

Net trade accounts receivable
Other receivables
Inventories
Prepaid & other assets
Intercompany short-term loan receivable
Total other current assets

Total current assets

Property, plant and equipment, gross
Less: accumulated depreciation
Property, plant and equipment, net

Intangible assets, gross
Less: accumulated amortization
Intangible assets, net

Total non-current assets

Total assets

Intercompany short-term loan payable
Accounts payable-trade
Accrued payroll
Accrued liabilities
Income tax payable
Deferred revenue
Intercompany accrued interest

Total current liabilities

Deferred taxes
Intercompany long-term debt

Total long-term liabilities

Total liabilities

Common stock
Additional paid-in capital
Retained earnings
Net income

Total equity

Total liabilities & equity

Consolidated Statement of Cash Flows
For the Period Ending September 30, 2005

Net income

Add back non-cash expenses

Depreciation / amortization

Net income adjusted for non-cash items

Changes in current balance sheet accounts

Trade A/R, net

Other receivables

Inventories

Prepaid & Other

Accounts payable-trade

Accrued payroll

Accrued liabilities

Income tax payable

Deferred revenue

Intercompany accrued interest

Net affect of changes

Subtotal

Changes in intercompany, long-term assets & liabilities

Property, plant and equipment, gross

Intangible assets, gross

Deferred taxes

Intercompany short-term loans, net

Intercompany long-term debt

Additional Paid-in Capital

Net affect of changes

Net change in cash

Cash at beginning of period

Cash at end of period

CONFIDENTIAL MICROBANK, INC.
Consolidated Income Statement
For the Period Ending December 31, 2004

Revenue
Operating Expenses
 Cost of Services
 Sales, General & Administrative
 Subtotal Expenses

**Earnings before Interest, Tax,
 Depreciation and Amortization**

Depreciation
Amortization

Earnings before Interest and Tax

Other Income (Expense)
 Intercompany Interest Exp.
 Interest Income
 Other Income
 Intercompany Management Fee

Earnings before Tax

Income Tax Provision

Net Income (Loss)

CONTINENTAL BROADBAND, INC.
Consolidated Balance Sheet
As of December 31, 2004

Cash
Net trade accounts receivable
Other receivables
Inventories
Prepaid & other assets
Intercompany short-term loan receivable
Total other current assets
Total current assets
Property, plant and equipment, gross
Less: accumulated depreciation
Property, plant and equipment, net
Intangible assets, gross
Less: accumulated amortization
Intangible assets, net
Total non-current assets
Total assets
Intercompany short-term loan payable
Accounts payable-trade
Accrued payroll
Accrued liabilities
Income tax payable
Deferred revenue
Intercompany accrued interest
Total current liabilities
Deferred taxes
Intercompany long-term debt
Total long-term liabilities
Total liabilities
Common stock
Additional paid-in capital
Retained earnings
Net income
Total equity
Total liabilities & equity

CONFIDENTIAL BROADBAND, INC.
Consolidated Statement of Cash Flows
For the Period Ending December 31, 2004

Net income

Add back non-cash expenses
Depreciation / amortization

Net income adjusted for non-cash items

Changes in current balance sheet accounts

Trade A/R, net
Other receivables
Inventories
Prepaid & Other
Accounts payable-trade
Accrued payroll
Accrued liabilities
Income tax payable
Deferred revenue
Intercompany accrued interest

Net affect of changes

Subtotal

Changes in intercompany, long-term assets & liabilities

Property, plant and equipment, gross
Intangible assets, gross
Deferred taxes
Intercompany short-term loans, net
Intercompany long-term debt
Additional Paid-in Capital

Net affect of changes

Net change in cash

Cash at beginning of period

Cash at end of period

CONTINENTAL BROADBAND, INC.
Consolidated Income Statement
For the Period Ending December 31, 2003

Revenue

Operating Expenses

Cost of Services

Sales, General & Administrative

Subtotal Expenses

**Earnings before Interest, Tax,
Depreciation and Amortization**

Depreciation

Amortization

Earnings before Interest and Tax

Other Income (Expense)

Intercompany Interest Exp.

Interest Income

Other Income

Intercompany Management Fee

Earnings before Tax

Income Tax Provision

Net Income (Loss)

Consolidated Balance Sheet
As of December 31, 2003

Cash

Net trade accounts receivable

Other receivables

Inventories

Prepaid & other assets

Intercompany short-term loan receivable

Total other current assets

Total current assets

Property, plant and equipment, gross

Less: accumulated depreciation

Property, plant and equipment, net

Intangible assets, gross

Less: accumulated amortization

Intangible assets, net

Total non-current assets

Total assets

Intercompany short-term loan payable

Accounts payable-trade

Accrued payroll

Accrued liabilities

Income tax payable

Deferred revenue

Intercompany accrued interest

Total current liabilities

Deferred taxes

Intercompany long-term debt

Total long-term liabilities

Total liabilities

Common stock

Additional paid-in capital

Retained earnings

Net income

Total equity

Total liabilities & equity

CONTINENTAL BROADBAND, INC.
Consolidated Statement of Cash Flows
For the Period Ending December 31, 2003

Net income

Add back non-cash expenses
Depreciation / amortization

Net income adjusted for non-cash items

Changes in current balance sheet accounts

Trade A/R, net
Other receivables
Inventories
Prepaid & Other
Accounts payable-trade
Accrued payroll
Accrued liabilities
Income tax payable
Deferred revenue
Intercompany accrued interest

Net affect of changes

Subtotal

Changes in intercompany, long-term assets & liabilities

Property, plant and equipment, gross
Intangible assets, gross
Deferred taxes
Intercompany short-term loans, net
Intercompany long-term debt
Common stock

Net affect of changes

Net change in cash

Cash at beginning of period

Cash at end of period

Exhibit K

**Technical and Managerial Expertise
(see attached)**

MANAGEMENT BIO's

President and CEO, Charles L. Watkins: Charlie Watkins serves as President and CEO of Continental Broadband, Inc. a wholly-owned unit of Landmark Communications, Inc. Continental Broadband, headquartered in Norfolk, VA., serves business customers in several U.S. Cities with internet access and related data services. Watkins previously served as Vice President of Corporate Development and New Ventures for Landmark Communications, Inc. where he was responsible for identifying and starting new businesses for Landmark Communications, which is headquartered in Norfolk, VA. It was during this time (2000) that he, along with Owen Griffin, Continental Broadband's Chief Operating Officer, founded Continental Broadband.

Prior to joining Landmark, Watkins served as President and Chief Executive Officer of two technical services companies – one which he started with a partner, and another which was a wholly-owned subsidiary of Duke Energy in Charlotte, NC. In addition to some international experience, he has served as Chief Financial Officer of a medium-sized business and has 15 years of experience in mergers and acquisitions, operations, marketing and management of technical services companies. Prior to entering the business world, Watkins served as a nuclear-trained U.S. naval officer.

Watkins holds a Bachelors degree in Mechanical Engineering from the U.S. Naval Academy and a Masters in Business Administration from the College of William and Mary in Virginia.

Continental Broadband, Inc. is a managed data network services company serving thousands of business customers in leading markets and differentiated by unusually responsive customer service, providing a premier set of data-related services for middle market users of the Internet. Currently operating in several major metropolitan markets including Chicago, Baltimore, South Florida, Boston, Pittsburgh, Cleveland, Richmond and Hampton Roads, Virginia; Continental Broadband serves local businesses, including large businesses with local (and multiple) offices. Continental's comprehensive product offerings span the continuum from basic to complex, and include Internet connectivity, VoIP, email, web hosting, and managed services (network monitoring, network security, disaster recovery, data backup and redundancy, compliance services, and co-location). Continental continues to grow through organic city start-ups and acquisitions, sales, and shared capabilities.

Landmark Communications is a privately owned media, information and distribution company whose holdings include The Weather Channel, several daily, weekly and specialty newspapers, television stations in Las Vegas and Nashville and several other emerging businesses.

Vice President & Chief Operating Officer, Owen Griffin: 10 years of experience in the Telecommunications/Technology industry. Mr. Griffin is responsible for the operating performance of Continental Broadband's multiple local market operations. Before co-founding Continental Broadband in 2000 he served as New Ventures Director

for Landmark Communications. In that position, Mr. Griffin was responsible for evaluating various technology and Internet related investment opportunities. He was also responsible for a company wide broadband study that eventually led to the formation of Continental Broadband.

Prior to entering the technology industry, Mr. Griffin worked in the public accounting as a Tax Specialist for then Price Waterhouse. Mr. Griffin was responsible for completing corporate tax compliance, research and strategic analysis for large southeastern companies. Mr. Griffin earned an MBA, a Masters in Taxation and a BS in Accounting from the University of Virginia. He was licensed as a Certified Public Accountant in North Carolina in 1996.

Vice President & Chief Financial Officer, John Rickman: Over 13 years of financial management experience. Mr. Rickman is responsible for the accounting, treasury, financial planning, and local market M&A functions at Continental Broadband. Before joining Continental Broadband in 2003, he served as New Ventures Director for Landmark Communications. At Landmark, Mr. Rickman was responsible for evaluating various investment opportunities in the technology and communication sectors. He also played a leading role in launching a new venture in the open source software space. Prior to joining Landmark, Mr. Rickman held management positions at General Motors in their global treasury office and at J.P. Morgan Chase, where he worked on a variety of M&A, equity and debt financing transactions. Mr. Rickman earned an MBA and a BS in Mechanical Engineering from the University of Virginia.

General Manager, Shawn M. McGorry: Over 23 years of experience in the Telecommunications/Technology industry. Before joining what is now Continental Broadband, Inc. in December of 2003 he served as COO of Stargate.net, Inc. since February of 1997. He helped build Stargate from 15 employees and an annual revenue run of less than \$1 Million dollars, to a peak of 400 employees and an annual revenue run rate of nearly \$40 Million in less than 5 years. Stargate achieved its rapid growth via a combined organic & acquisition oriented strategy. Over the years, Stargate earned dozens of industry accolades, including recognition as one of the nations top 20 Internet Service Providers and the nations fastest growing Inner City Company, by INC Magazine.

Prior to entering the Internet industry, Mr. McGorry spent 16 years with TeleCommunications Inc. (TCI), (which became AT&T Broadband in 1999 and then sold to Comcast Communications in 2002). From 1994 to 1997, (prior to resigning TCI to join Stargate), Mr. McGorry served as the General Manager for TCI of Western Pennsylvania, TCI's largest single operating unit and at that time, the nation's largest consolidated, cable television system. As TCI's top local official, he managed four (4) field operations and a call center serving over 440,000 cable television subscribers, with over 600 employees and contractual relationships with 172 municipalities. In 1996, he was honored as "System Operator of the Year," by the Pennsylvania Cable and Telecommunications Association. Prior to the GM position, he worked through the TCI organization in various operations and marketing capacities (Director of Operations, State and Area Marketing Manager, and Special Projects Manager to name a few).

Vice President of Business Development, Mark McGinness: Over 12 years experience in telecommunications and Internet services. Mr. McGinness was the former National ISP & Carrier Sales Executive at ICG Communications; where he was instrumental in the company's growth to a national CLEC. For ICG he was key figure in product development with the success of Managed Modems, Metro local loop solutions, and Collocation services. Mr. McGinness later joined Allegiance Telecom to develop their wholesale and broadband organization. He created their "IP DS1" product that leveraged their 850 RBOC collocations, and national IP backbone, while resolving their lack of carrier hotel connectivity. He sold and supported most of major ISP and other agreements for ICG and Allegiance, achieving more than a Billion dollars in contract value. Mark's accounts are currently a major revenue stream for both ICG and Allegiance.

Vice President of Technical Operations, Kenneth L. Hill: Over 25 years background in voice and data operations, network engineering and information technology. Before joining what is now Continental Broadband, Inc., Mr. Hill was Senior VP of Operations with Stargate. Prior to joining Stargate Mr. Hill was associated with RSL COM as Executive Director of U.S. Operations. His experience includes employment with Westinghouse Electric Corporation, Fujitsu Business Communications Systems and GTE. Ken has an extensive Ken holds a bachelor's degree in professional studies and an associate's degree in business management from Duquesne University in Pittsburgh.

Director of Network Operations, Ryan Wiegner: Over 7 years experiencing growing and optimizing telecommunications networks. In 1996, he was the first employee of Internet Access Group (IAG) helping to grow the company to a dominant player in the Midwestern market. In 1998, he joined Ernst & Young's Management Consulting practice. Engaged to large domestic telecommunication carries, he worked as part of a team to improve internal IT processes as well as rollout of vendor bonding systems for electronic exchange of service ordering and billing. In 2000, Mr Wiegner joined Focal communications, a competitive telephone company with over \$500 million in annual revenues. There he was responsible for project managing the internal deployment of Focal's DSL offering. In 2001, he shifted rolls to become the Senior Manager of Network Optimization responsible for cost cutting across all the network organizations at Focal. Within 12 months, he had reduced the leased facility budget by \$30 million annually. In 2002, he left Focal to join what is now Continental Broadband, Inc.

Exhibit L

Corporate Structure and Ownership
(see attached)

Exhibit L

Corporate Structure and Ownership

Applicant is 100% owned by Continental Broadband, Inc. which in turn is owned 100% by Landmark Communications, Inc.

(see attached for additional information)

November 11, 2005

CORPORATE INFORMATION SHEET

Name of Corporation: CBB Carrier Services, Inc.

Office Address: 253 Monticello Avenue, Norfolk, VA 23510

Officers:

Charles L. Watkins	President
Owen D. Griffin	Vice President
Guy R. Friddell, III	Secretary

Directors: Guy R. Friddell, III

Executive Committee: n/a

Registered Agent/Office Guy R. Friddell, III
(State of Incorporation): 150 W. Brambleton Avenue, Norfolk, VA 23510

Registered Agent/Office CT Corporation System
(Foreign Corporation): Florida (11/14/05), Illinois (11/18/05), Massachusetts (11/14/05), Maryland (11/14/05), Ohio (11/21/05), Pennsylvania, Washington, DC (11/14/05)

IRS ID Number: 20-3730948

Date/State of Incorporation: November 3, 2005 a Virginia Corporation

Qualified as Foreign Corporation: Yes

<u>Capitalization:</u>	Common Stock/Par Value:	None
	Authorized:	5,000
	Issued and Outstanding:	1,000
	Stated Capital:	\$1,000.00
	Paid-in-Capital Surplus:	-

Stock Owned by: 100% Continental Broadband, Inc.

Meetings:

Annual Stockholders	-- 1 st Monday in November
Annual Board of Directors	-- 1 st Monday in November

Business: Regulatory service company

July 14, 2005

CORPORATE INFORMATION SHEET

Name of Corporation: Continental Broadband, Inc.
(Name changed from Landmark VA Ventures Group II, Inc. 12/22/03)

Office Address: 150 W. Brambleton Avenue
Norfolk, VA 23510

Officers:

S. Decker Anstrom	Chairman
Charles L. Watkins	President
John S. Rickman	Vice President and CFO
Owen D. Griffin	Vice President and COO
Susan Williams	Vice President Human Resources
George Plattenburg	Vice President
Guy R. Friddell, III	Vice President and Secretary
Lemuel E. Lewis	Treasurer
Colleen R. Pittman	Assistant Secretary
Susan S. Goetz	Assistant Secretary

Directors: Frank Batten, Jr.
Guy R. Friddell, III
S. Decker Anstrom

Executive Committee: Guy R. Friddell, III, S. Decker Anstrom

Registered Agent/Office Guy R. Friddell, III
(State of Incorporation): 150 W. Brambleton Avenue, Norfolk VA 23510

Registered Agent/Office
(Foreign Corporation): N/A

IRS ID Number: 54-2019744

Date/State of Incorporation: January 18, 2001 - a Virginia Corporation

Qualified as Foreign Corporation: No

Capitalization:

Common Stock/Par Value:	1.00
Authorized:	5,000
Issued and Outstanding:	1,000
Stated Capital:	\$1,000
Paid-in-Capital Surplus:	-

Stock Owned by: 100% Landmark Communications, Inc.

Meetings: Annual Stockholders -- 2nd Tuesday in January
Annual Board of Directors -- 2nd Tuesday in January

Purpose: Holding company for Continental Visinet Broadband, Inc.,
Continental Broadband Maryland, Inc., Continental Broadband Florida, Inc.,
Continental Broadband Illinois, Inc., Continental Broadband Minnesota and
Continental Broadband Virginia.

Exhibit M

Similar Operations in Other States

Company is concurrently filing for similar operating authority in Pennsylvania, Massachusetts, Maryland, Virginia, the District of Columbia, Florida and Illinois.

Exhibit N

Recordkeeping

Company will maintain local telephony records separate and apart from any other accounting records in accordance with GAAP.

Exhibit O

Affiliate Transaction Requirements

To the extent applicable, Company will comply with any affiliate transaction requirements.

Exhibit P

Company Derived Rates

Company derives its rates through interconnection agreements.

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Exhibit Q

Interconnection Agreements

Company is currently in the process of obtaining an interconnection agreement with SBC to provide service in SBC's service area.

Exhibit R

Advance Payment

Company does not intend to provide local service which requires payment in advance of customer receiving local dial tone.

Exhibit S

Letter(s) Requesting Interconnection Negotiations

Company is currently in the process of obtaining an interconnection agreement with SBC to provide service in SBC's service area and has not yet submitted a letter to SBC requesting negotiations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Exhibit T

**Ohio Secretary of State Certification
(see attached)**

200532600150

DATE	DOCUMENT ID	DESCRIPTION	FLING	EXPED	PENALTY	CERT	COPY
11/22/2005	200532600150	FOREIGN LICENSE/FOR-PROFIT (FLP)	125.00	100.00	.00	.00	.00

Receipt

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

CT CORPORATION SYSTEM
ATTN: TIMOTHY ROBERSON
17 S. HIGH ST., SUITE 1100
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell**1582964**

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

CBB CARRIER SERVICES, INC.

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

Document(s):

FOREIGN LICENSE/FOR-PROFIT

Document No(s):

200532600150

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



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 21st day of November, A.D.
2005.

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:

- ☐ Yes PO Box 1390
 Columbus, OH 43216
 *** Requires an additional fee of \$100 ***
- ☐ No PO Box 670
 Columbus, OH 43216

FOREIGN CORPORATION APPLICATION FOR LICENSE OR REGISTRATION OF CORPORATION NAME (For Foreign Profit or Non-Profit)

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) Foreign Corporation <input checked="" type="checkbox"/> For Profit (151-FLF) <input type="checkbox"/> Non-Profit (152-FLM)	(2) Registration of Corporate Name by Unlicensed Foreign Corporation <input type="checkbox"/> Original (158-RCO) <input type="checkbox"/> Renewal (172-RNR (RCR))
ORC 1703	ORC 1703
Filing Fee \$125.00	Filing Fee \$80.00

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

Corporate Name	CBB Carrier Services, Inc.		
Under the Laws of the State of	Virginia <small>(Home State)</small>		
Date of Incorporation in Home State	November 3, 2005 <small>(Date)</small>		
The corporation's principal office is located at			
150 West Brambleton Avenue <small>(Street)</small>			
<small>NOTE: P.O. Box Addresses are NOT acceptable.</small>			
Norfolk <small>(City)</small>	Virginia <small>(State)</small>	23510 <small>(Zip Code)</small>	
The corporate privileges it proposes to exercise in the state of Ohio are as follows: (Please provide a brief but specific description; a general purpose clause is not sufficient)			
Holding company for fixed wireless internet access			
The corporation is carrying on or doing business.			
<input type="checkbox"/> Check here if additional provisions are attached			

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

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio

C T Corporation System

(Name)

1300 East 9th Street

(Street)

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

Cleveland

(City)

Ohio

(State)

44114

(Zip Code)

The entity above 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 above listed fails to designate another agent when required to do so, or
- C. the above stated registration to do business in Ohio expires or is cancelled.

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

The application is made to secure a ☒ permanent ☐ temporary license

The corporation's principal office within Ohio is to be located in

☒ Corporation will not have an office in Ohio

(Street)

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

(City)

(County)

Ohio

(State)

(Zip Code)

Has the corporation obtained a license to transact business in Ohio at any time in the past?
If yes, prior License No. _____ issued _____ (Date)

☐ Yes ☒ No

The date on which the corporation began transacting business in Ohio

☐ Date _____

OR

☒ Will begin business upon approval of application

Is this application being made to enable the corporation to prosecute or defend a legal action?

☐ Yes ☒ No

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

The location of its principal office in the state of Ohio is

(Street)

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

(City)

(County)

Ohio

(State)

(Zip Code)

(Pursuant to ORC 1703.27 must have an Ohio address)

SS.

IN WITNESS WHEREOF, the corporation has caused this application to be executed by an authorized

officer on November 10, 2005
(Date)STATE OF Virginia
City
COUNTY OF NorfolkGuy R. Friddell, III, being first duly sworn, deposes and says that he/she is the
(Name of Officer)Secretary of CBB Carrier Services, Inc.
(Title)

the corporation described in the foregoing application, and that the statements contained in said application are true and correct to the best of my knowledge and belief.

Signature: Name: Guy R. Friddell, III

Sworn to before me and subscribed in my presence,

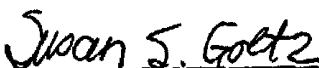
November 10, 2005
(date)
(Notary Public)Expiration date of Notary's Commission: 10/31/07
(date)

Exhibit U

Officers and Directors

Officers - Charles L. Watkins - President
Owen D. Griffin - Vice President
Guy R. Friddell, III - Secretary

Directors - Guy R. Friddell, III

Exhibit V

Sample Bill and Disconnection Notice
(see attached)

Bill Date	Invoice Number	PO Number	Account Number	Payment Due	Amount Due	Amount Enclosed
	B-				\$	\$

ATTN:

CBB Carrier Services, Inc.
 253 Monticello Avenue
 Norfolk, VA 23510
 Phone: 757.222.5300
 Fax: 757.222.5314

Bill Date	Invoice Number	PO Number	Account Number	Payment Due	Amount Due	Amount Enclosed
	B-				\$	\$

Event Details		
Date	Rate Description	\$ Total

Account Summary	
Balances	\$ Total
Previous Balance:	
Subordinate Accounts:	0.00
Current Balance:	
Total Balance Due:	

Please remit the top portion of this invoice with your payment and make checks payable to CBB Carrier Services, Inc.
 Please contact our billing department if you have any questions concerning your invoice
 You can reach us by calling 757-222-5300 or via
 our website at <http://landmarkcom.com>.

<DATE>

Customer Account: XXXXXX

Dear <John Customer>,

Our records indicate that your account is 60 days past due. Your total past due balance is \$XX.XX. Please send us a payment for this amount today.

If we do not receive payment of <\$XX.XX> by <DATE>, your long distance service will be suspended.

Non-payment of non-regulated charges will not result in the disconnection of local or toll service.

If you have any questions about your bill, or need to make payment arrangements, please call us toll free at 1- . Our hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time.

If your questions are not resolved after you have called Expedient, you may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or 1-614-466-3292 or for TFF/TYY toll free at 1-800-686-1570 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.

If you have already paid the above amounts, please accept our thanks and disregard this notice.

Sincerely,

<NAME>

Exhibit W

Adopted Interconnection Agreement

Company is currently in the process of obtaining an interconnection agreement with SBC to provide service in SBC's service area. While Company has not yet adopted an interconnection agreement, Company intends to adopt SBC's standard interconnection agreement.

Exhibit X

Ohio Exchanges Where Service Will Be Provided

Company intends to provide service in the exchanges listed on pages 54 thru and including 60 of the proposed tariff included with this application.

Exhibit Y

Service Area Map

Company intends to provide service as set forth on the service area map on page 53 of the proposed tariff included with this application.

Exhibit Z

Tariff Maintenance

Company intends to maintain proper tariffs.