for file

52

TECHNOLOGIES MANAGEMENT INC.

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

RECEIVED-DOCKETING DIV
99 APR 29 PM 12: 28
PUCO

April 28, 1999
VIA OVERNIGHT DELIVERY

Ms. Daisy Crockron
Chief of Docketing
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

99-521-CT-ace

Re: Application of National Brands, Inc. d/b/a Sharenet Communications Company for New Operating Authority (ACE) within the state of Ohio

Dear Ms. Crockron:

Enclosed for filing are the original and ten (10) copies of the application of National Brands, Inc. d/b/a Sharenet Communications Company for a New Operating Authority within the state of Ohio.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Questions regarding this filing may be directed to me at (407) 740-8575.

Yours truly,

C. M. Wightman

Connie Wightman
Consultant to National Brands

cc: Gary Joseph
File: National Brands - OH
TMS: OHO9900

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 4-30-99

PUBLIC UTILITIES COMMISSION OF OHIO
PUBLIC COMPETITIVE TELECOMMUNICATIONS SERVICE PROVIDER
563 REGISTRATION FORM
ISSUED: December 21, 1995

RECEIVED-DOCKETING DIV
99 APR 29 PM 12: 28
PUCO

In the Matter of the Application of National Brands, Inc. d/b/a Sharenet Communications Company for Authority to Resell Telecommunication Services	)))))	Case No. 99-521-CT-ACE

Name of Registrant: National Brands, Inc. d/b/a Sharenet Communications Company
Registrant's Address: 4633 West Polk Street
Phoenix, Arizona 85043
Contact Person: Gary Joseph, Vice President
Telephone: (602) 269-3201 Facsimile: (602) 272-3741
Toll Free: (800) 270-5410
Date: April 28, 1999 **TRF Docket No.** 99- - CT-TRF

I. Indicate the reason for submitting this form (check one) (NOTES: 1. If a waiver is filed in conjunction with an automatic case, see I.D.2.b. of the 563 guidelines for the applicable automatic time frame; and 2. The number of copies noted below must be accompanied by an original filing. Facsimiles are not acceptable.):

☐ 1. (ABN) Withdraw or Abandonment of all Services (14-day notice, 13 copies)

■ 2. (ACE) New Operating Authority (30-day approval, 10 copies)
■ IXC ■ AOS ☐ CAP ☐ Cellular ☐ Paging
☐ Other _____

☐ 3. (AMT) Merger (14-day notice, 13 copies)

☐ 4. (ATR) Transfer or Transaction Affecting Operating Authority (14-day notice, 7 copies)

☐ 5. (ARJ) All Other Requests for Relief from Jurisdiction (NOT automatic, 10 copies)

☐ 6. (MTW) "Me Too" Waiver (30-day approval, 10 copies)

☐ 7. (RRJ) Interexchange Switchless Rebiller Request for Relief from Jurisdiction (30-day approval, 10 copies)

☐ 8. (WVR) Request for Waiver from Portion(s) of 563 pursuant to I.D.3. of the 563 guidelines. (NOT automatic, 10 copies)

☐ 9. (ZAC) Contract (0-day notice, 10 copies)

☐ 10. (ZCN) Change of Name (0-day notice, 10 copies)

☐ 11. (ZCO) Change in Ownership (0-day notice, 10 copies)

☐ 12. (ZTA) Introduction of new tariffed service(s), textual revision, correction of error, addition of service area(s), etc. (0-day notice, 10 copies)

☐ 13. (UNC) Unclassified (explain)_____
(NOT automatic, 10 copies)

☐ 14. Other (explain) _____
(NOT automatic, 10 copies)

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

- ☐ 15. Introduction or extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service.
- ☐ 17. Designation of Registrant's Process Agent(s)

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

- ■ A copy of registrant's informational tariff. (2)
- ■ Statement affirming 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. (2)
- ■ List of names, addresses, and phone numbers of officers and directors, or partners. (2-4,)
- ■ Brief description of service(s) proposed, as well as the targeted market(s) (2)
- ☐ Copy of tariff sheet(s) & price list(s) superseded, marked as Exhibit A. (1,3-4,6,10,12-16)
- ☐ Copy of revised tariff sheet(s) & price list(s) superseded, marked as Exhibit B. (1,3-4,6,10,12-16)
- ☐ If increase to residential MTS, DA, or traditional operator surcharges, specify which notice procedure will be utilized:_____ real time; or _____ annual. (12,16)
- ☐ Copy of real time notice which has been provided to customers. (1,3,10-12,16)
- ☐ Copy of annual notice which will be sent to customers is: _____ included with this filing; or will be filed with the Commission _____ (month) _____ (year). (16)
- ☐ 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 business ____, residence ____, or both___ as well as whether it is a switched_____ or dedicated___ service. Include this information in either the cover letter or label as Exhibit C". (3,6,8,12-15)
- ☐ Delineation of any de-averaged message toll service, if applicable. (6, 12-16)
- ☐ Statement explaining rationale for proposal. (1,3-5,10-11)
- ■ List of Ohio counties specifically involved or affected (1-6,8,10,16)
- ■ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (2-4,7,10) (In transfer of certificate cases, the transferee's good standing must be established).
- ☐ Justification for waiver of specific element(s) of 563. (6,8)
- ☐ Responses to questions contained in Appendix A, Attachment 4 to the 563 guidelines (7)
- ☐ For radio common carriers 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. (2-4)
- ☐ Other information requested by the Commission staff.

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 CTS providers:

- Sales tax
- Deposits

Service requirements for CTS providers of certain services (check all applicable):

- Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- Emergency Services Calling Plan
- Alternative Operator Service (AOS) requirements
- Limitation of Liability
- Termination Liability Language

IV. List names, titles, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf the registrant:

National Brands, Inc. d/b/a Sharenet Communications Company
4633 West Polk Street
Phoenix, Arizona 85043
Gary Joseph, Vice President
Telephone: (602) 269-3201
Facsimile: (602) 272-3741
Toll Free: (800) 279-5410

or

Connie Wightman
Consultant to National Brands, Inc. d/b/a ShareNet Communications Company
Technologies Management Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

Gary Joseph, Vice President
National Brands, Inc. d/b/a
ShareNet Communications Company

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.

SERVICE REQUIREMENTS FORM

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.

A. MANDATORY REQUIREMENTS FOR ALL CTS PROVIDERS:

☒ 1. SALES TAX

Applicable to all competitive telecommunication service providers (See also Case No. 87-1010-TP-UNC)

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

☒ 2. DEPOSITS

If a deposit is requested, it may not exceed the estimated charges for two months tariffed services plus 30 percent of the monthly estimated charge for a specified customer. Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code,

B. REQUIREMENTS FOR PROVIDERS OF CERTAIN CTSs 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 competitive telecommunication service providers offering message toll service (MTS) (See also Case No. 87-206-TP-COI and 91-113-TP-COI):

a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities including those hearing disabled, deaf, deaf/blind and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

b. Residential disabled customers or disabled members of a customer household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate 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 by 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; 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 offered pursuant 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 "evening" period Sunday through Friday, and on New Year's Day, Independent 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 competitive telecommunication service providers 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

The following applies to the provision of alternative operator services (AOS) (see also Case No. 88-560-TP-COI):

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 proposed tariff, the CTS provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, AOS, or both.

a. Definitions

i. 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.

ii. 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

i. For local operator-assisted calls, the AOS provider shall not charge the billed party more than the local exchange company (LEC price list rates for a local operator-assisted call in the same exchange. This requirement includes both the rates for MTS and operator surcharges.

ii. For intraLATA, intrastate calls, the AOS providers serving secured facilities shall not charge the billed party more than the LEC price list rates for an intraLATA, intrastate call. This requirement includes both the rates for MTS and operator surcharges. This requirement is only applicable in those situations where the billed party does not have access to other operator service providers (OSPs) for the call from the secured facility.

iii. For intraLATA and interLATA, intrastate calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS (see also Case No. 89-563-TP-COI):

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;

$.36 per minute of use

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in 3.B.i. and ii., above.

iv. For intraLATA and interLATA, intrastate calls, each AOS provider's maximum interexchange operator-assisted rates shall be no more than:

i. $1.70 for customer-dialed calling card calls;
ii. $2.50 for operator-handled calls; and
iii. $4.80 for person-to-person calls.

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in 3.B.1, above.

v. Notice of any change in the rates stated in 3.B.i. through iv., whether it be upward or downward, must be filed by the OSP with the Commission in the form of a new price list, on or before the effective date in accordance with Commission-established filing rules.

☒ 4. LIMITATION OF LIABILITY

The following is applicable to all competitive telecommunication providers 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 court's 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 competitive telecommunication providers that choose to include in their tariffs language which may limit their liability for early termination of a contract or term payment plan:

> Commission authorization of the termination liability language pursuant to the 0-day notice procedure is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

National Brands, Inc. d/b/a Sharenet Communications Company

EXHIBIT A

Informational Tariff

TITLE SHEET

P.U.C.O. 1

NATIONAL BRANDS, INC.

d/b/a

SHARENET COMMUNICATIONS COMPANY

__-____-CT-TRF

RESALE TELECOMMUNICATIONS SERVICES

This tariff includes the rates, charges, terms and conditions of service for the provision of switched interstate telecommunications services by National Brands, Inc. d/b/a Sharenet Communications Company between locations within the State of Ohio. This tariff is available for public inspection during normal business hours at the main office of National Brands, Inc. d/b/a Sharenet Communications Company, located at 4633 West Polk Street, Phoenix, Arizona 85043.

Customers may contact the Company toll-free at (800) 279-5410 for assistance with billing or service inquires.

Competitive Telecommunications Services	Page Ref.
Operator Services	27

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page Number	Revision		Page Number	Revision	
Title Page	Original	*	26	Original	*
1	Original.	*	27	Original	*
2	Original	*	28	Original	*
3	Original	*	29	Original	*
4	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

* Indicates pages included with this filing.

TABLE OF CONTENTS

Description	Page Number
TITLE PAGE	Title
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	5
SECTION 2 - RULES AND REGULATIONS	8
SECTION 3 - DESCRIPTION OF SERVICE AND RATES	23
SECTION 4- PROMOTIONS	32

EXPLANATION OF SYMBOLS

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

C - To signify Changed Regulation.

D - Delete or Discontinue

I - Change Resulting in an Increase to a rate

M - Moved from Another Tariff Location

N - New

R - Change Resulting in a Reduction to a rate

S - Matter Appearing Elsewhere or Repeated for Clarification

T - Change in Text But No Change to Rate or Charge

Z - Correction

TARIFF FORMAT

A. **Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Aggregator - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code .

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - Refers to the Public Utilities Commission of Ohio.

Company - National Brands, Inc. d/b/a Sharenet Communications Company unless otherwise indicated by the context.

Consumer - A person who is not a Customer initiating any telephone calls using operator services.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid non-Premiere calling card or credit card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, *cont'd.*

Day Rate Period - After 8:00 am to, but not including, 5:00 pm Monday through Friday.

Evening Rate Period - After 5:00 pm to, but not including, 11:00 pm Monday through Friday, and on Sunday.

LEC - Local Exchange Company.

National Brands - Used throughout this tariff to refer to National Brands, Inc. d/b/a Sharenet Communications Company unless otherwise clearly indicated by the context.

Night/Weekend Rate Period - After 11:00 pm to, but not including, 8:00 am Monday through Friday, all day Saturday, and Sunday to, but not including 5:00 pm.

Operator Dialed Surcharge - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

Operator Station Call - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Special Access - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, *cont'd.*

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of transient third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card - A proprietary calling card offered by National Brands which is accessed by dialing a Company-provided access number.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

National Brands' services and facilities are furnished for communications originating and terminating within the state of Ohio under the terms of this tariff.

National Brands installs, operates and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. National Brands may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the National Brands network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by National Brands within the state of Ohio.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Ohio PUC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.3 Payment and Credit Regulations, *cont'd.*

2.3.2 Deposits

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to three months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprized that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full with interest as required by law or regulations. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.3.3 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.3 Payment and Credit Regulations, *cont'd.*

2.3.4 Commercial Credit Card Payment Option

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

2.3.5 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance. Late payment fees should not include interest on previously charged late payment fees.

2.3.6 Return Check Charge

A return check charge of $20.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Ohio law and Ohio PUC regulations. The Company may waive the Return Check Charge under appropriate circumstances.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.4 Taxes and Fees

2.4.1 For all calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.4.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the 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 the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.4.3 The 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. Such adjustments shall be listed in this tariff.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.4 Taxes and Fees, *cont'd.*

2.4.3 *cont'd.*

A. Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	$0.30

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.5 Refunds or Credits for Service Outages or Deficiencies

2.5.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.5 Refunds or Credits for Service Outages or Deficiencies, *cont'd.*

2.5.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6 Liabilities of the Company

2.6.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

2.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.6 Liabilities of the Company, *cont'd.*

2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

2.6.4 The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.7 Refusal or Discontinuance by Company

2.7.1 Service may be suspended by the Company, after providing 7 days notice, to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. National Brands will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.7.2 National Brands may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 7 days notice to comply with any rule or remedy any deficiency:

A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

B. For use of telephone service for any purpose other than that described in the application.

C. For neglect or refusal to provide reasonable access to National Brands or its agents for the purpose of inspection and maintenance of equipment owned by National Brands or its agents.

D. For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.7 Refusal or Discontinuance by Company, *cont'd.*

2.7.2 *cont'd.*

E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.

F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect National Brands' equipment or service to others.

G. Without notice in the event of tampering with the equipment or services owned by National Brands or its agents.

H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, National Brands may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.8 Limitations of Service

2.8.1 Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

2.8.2 National Brands reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.

2.8.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.8.4 National Brands reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling National Brands' Ohio intrastate service must have authority to provide interexchange services from the Ohio Public Utilities Commission.

2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with Ohio PUC and FCC rules and regulations.

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.13 Other Rules

2.13.1 The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

SECTION 3 - RATES AND SERVICES

3.1 Description of Service

The Company provides intrastate, interexchange switched and dedicated telecommunications services between locations in Ohio. The Company's service includes direct-dialed calling with charges based upon call duration, mileage, and/or total volume. The Company also offers operator assisted local calling.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, *cont'd.*

3.2 Time-Of-Day Rate Periods

Unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

Day Rate Period: Monday through Friday, 8:00 AM to 5:00 PM*

Evening Rate Period: Sunday through Friday, 5:00 PM to 11:00 PM*

Night/Weekend Rate Period: All days, 11:00 PM to 8:00 AM* Saturday 8:00 AM to Sunday 5:00 PM*

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00AM TO 5:00PM	DAYTIME RATE PERIOD						
5:00PM TO 11:00PM*	EVENING RATE PERIOD						EVE
11:00PM TO 8:00AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to, but not including

The non-day rate applies to the following holidays unless a lower rate would normally apply.

New Year's Day	-	January 1
Martin Luther King Day	-	As nationally observed
Washington's Birthday	-	As nationally observed
Independence Day	-	July 4
Labor Day	-	As nationally observed
Thanksgiving Day	-	As nationally observed
Christmas Day	-	December 25

Night/Weekend Rate Period rates will apply to all calls made from 8:00 AM to, but not including, 11:00 PM on Company-recognized holidays.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, *cont'd.*

3.3 Calculation of Distance

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the National Brands network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

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

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

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

Formula:

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

SECTION 3 - DESCRIPTION OF SERVICE & RATES, *cont'd.*

3.4 Call Timing

3.4.1 Long distance usage charges are based on the actual usage of the Company's underlying carrier's network.

3.4.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.

3.4.3 Unless otherwise specified in this tariff, usage is measured and rounded in one (1) minute increments for billing purposes.

3.4.4 No charges apply to unanswered calls.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, *cont'd.*

3.5 Operator Services

Operator Services are offered to Customers. Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

3.5.1 Operator services may be used by the presubscribed Customer and by the Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Person-to-Person, Collect, Third-Party, and/or Calling Card calls.

3.5.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided. A third component, the Operator Assisted 0- Surcharge, applies to calls for which the Customer/Consumer has the capability of dialing the destination number but elects to have the Company operator dial the number instead.

3.5.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 3.5.8.

3.5.4 The fixed service charge portions of the charge for an Operator Assisted Call is set forth in Sections 3.5.9.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, *cont'd.*

3.5 Operator Services, *cont'd.*

3.5.5 The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.

3.5.6 The Company reserves the right to validate the credit worthiness of Customers through available credit card, Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer/Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

3.5.7 The Aggregator is responsible for payment of the Company's charges for all calls placed from the Aggregator's Premises except for Collect, Third Party, Calling Card and credit card calls. The Calling Card or credit card holder or local exchange company service subscriber is responsible for payment of the Company's charges for all calls billed to a Calling Card, credit card or a telephone line number, respectively.

SECTION 3 - DESCRIPTION OF SERVICE & RATES, *cont'd.*

3.5 Operator Services, *cont'd.*

3.5.8 Per Minute Usage Charges

A. Operator Station

InterLATA

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
1 - 17	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
18 - 22	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
23 - 28	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
29 - 34	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
35 - 41	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
42 - 51	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
52 - 66	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
67 - 81	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
82 - 105	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
106 - 124	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
125 - 292	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
292 +	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36

SECTION 3 - DESCRIPTION OF SERVICE & RATES, *cont'd.*

3.5 Operator Services, *cont'd.*

3.5.8 Per Minute Usage Charges, *cont'd.*

A. Operator Station, *cont'd.*

IntraLATA

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
1 - 17	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
18 - 22	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
23 - 28	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
29 - 34	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
35 - 41	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
42 - 51	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
52 - 66	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
67 - 81	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
82 - 105	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
106 - 124	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
125 - 292	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36
292 +	$0.36	$0.36	$0.36	$0.36	$0.36	$0.36

SECTION 3 - DESCRIPTION OF SERVICE & RATES, *cont'd.*

3.5 Operator Services, *cont'd.*

3.5.9 Per Call Service Charges

The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

Service Charge Per Call	InterLATA	IntraLATA
Customer Dialed Calling Card	$1.25	$1.25
Customer Dialed Credit Card	$1.25	$1.25
Operator Dialed Calling Card	$2.45	$2.45
Operator Dialed Credit Card	$2.45	$2.45
Operator Station		
Billed Collect	$2.50	$2.50
Billed to Third Party	$2.50	$2.50
Person-to-Person		
All Billing Methods	$4.80	$4.80

3.5.10 Local Operator Assistance

Usage Charge, per Minute	$0.25
Service Charge, per Call	
Automated Calling Card Station	$0.50
Customer Dialed Calling Card Station	$1.25
Operator Handled Station	
Billed to Third Party	$1.50
All Other	$1.10
Person to Person	$3.00

SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions - General

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

National Brands, Inc. d/b/a Sharenet Communications Company

EXHIBIT B

Taxation Notification Statement

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

April 28, 1999
Via U.S. Mail

Ohio Department of Taxation
Care of: Public Utilities Section
21st Floor
30 East Broad Street
Columbus, Ohio 43266-0420

Dear Sir/Madam:

Please be advised that National Brands, Inc. d/b/a Sharenet Communications Company has applied for certification by the Public Utilities Commission of Ohio to operate as a telecommunications reseller within Ohio.

All official correspondence should be addressed to:

National Brands, Inc. d/b/a Sharenet Communications Company
4633 West Polk Street
Phoenix, Arizona 85043
Gary Joseph, Vice President
Telephone: (602) 269-3201
Facsimile: (602) 272-3741
Toll Free: (800) 270-5410

All sales and use taxes applicable to operator assisted calls will be computed the local exchange company who bills the call and remitted by our third party vendor, Integretel, Inc. on our behalf.

Please call me at (407) 740-8575 if you should have any questions.

Sincerely,

Connie Wightman
Consultant to National Brands, Inc. d/b/a Sharenet Communications Company

CW/ig.

cc: Gary Joseph - National Brands
File: National Brands - OH

National Brands, Inc. d/b/a Sharenet Communications Company

EXHIBIT C

OFFICERS AND DIRECTORS

OFFICERS

Richard E. Hollenbeck	President
Gary Joseph	Vice President
E.H. Dryer	Secretary/Treasurer

DIRECTORS

Richard E. Hollenbeck

Tracy R. Thomas

Terence Thomas

Gary Joseph

Ken Grogan

All officers may be contacted through the corporation's headquarters address.

National Brands, Inc. d/b/a Sharenet Communications Company

EXHIBIT D

Description of Services

National Brands, Inc. d/b/a Sharenet Communications Company
Service Description and Billing Method

National Brands, Inc. d/b/a Sharenet Communications Company offers outbound telecommunications services to residential and business Customers, including operator assisted calling. All services are available twenty-four hours per day, seven days a week. Service is offered as an add-on to National Brands' interstate service.

National Brands routes all calls through its Harris 20/20 switch in Phoenix, Arizona. All calls are recorded by the switch. The switch maintains call detail records on a per-call basis. This record includes the call's originating location (identified either by automatic number identification, ANI, or an originating authorization code assigned to a specific location), time of origination, the call's ultimate terminating location (as identified by the dialed number), and the time of call disconnect. National Brands uses this information to rate and bill the call based on airline mileage as determined by the vertical and horizontal coordinates of the origination and destination points.

National Brands, Inc. d/b/a Sharenet Communications Company

EXHIBIT E

List of Counties Affected

National Brands, Inc. d/b/a Sharenet Communications Company proposes to offer service in all counties in Ohio including:

Adams	Franklin	Madison	Scioto
Allen	Fulton	Mahoning	Seneca
Ashland	Gallia	Marion	Shelby
Ashtabula	Geauga	Medina	Stark
Athens	Greene	Meigs	Summit
Auglaize	Guernsey	Mercer	Trumbull
Belmont	Hamilton	Miami	Tuscarawas
Brown	Hancock	Monroe	Union
Butler	Hardin	Montgomery	Van Wert
Carroll	Harrison	Morgan	Vinton
Champaign	Henry	Morrow	Warren
Clark	Highland	Muskingum	Washington
Clermont	Hocking	Noble	Wayne
Clinton	Holmes	Ottawa	Williams
Columbiana	Huron	Paulding	Wood
Coshocton	Jackson	Perry	Wyandot
Crawford	Jefferson	Pickaway	
Cuyahoga	Knox	Pike	
Darke	Lake	Portage	
Defiance	Lawrence	Preble	
Delaware	Licking	Putnam	
Erie	Logan	Richland	
Fairfield	Lorain	Ross	
Fayette	Lucas	Sandusky	

National Brands, Inc. d/b/a Sharenet Communications Company

EXHIBIT F

Ohio Secretary of State Certification

The State of Ohio
Certificate

Secretary of State - J. Kenneth Blackwell

1069739

It is hereby certified that the Secretary of State of Ohio has custody of the business records for SHARENET COMMUNICATIONS COMPANY (NATIONAL BRANDS, INC.) and that said business records show the filing and recording of:

Document(s)	Document No(s):
FOREIGN LICENSE/FOR-PROFIT	199832200219

**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 29th day of March, A.D. 1999

J. Kenneth Blackwell
Secretary of State