

Judith A. Riley, J.D.

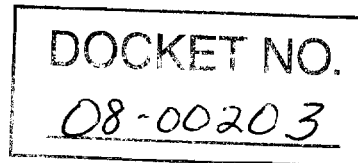


5909 Northwest Expressway, Suite 101
Oklahoma City, OK 73132

October 20, 2008

Overnight Delivery

Tennessee Regulatory Authority
Telecommunications Division
460 James Robertson Parkway
Nashville, TN 37243-0505
(515) 741-2904



REC-1111
755 OCT 23 P.M. 05
T.R.A. COMPLIANCE

RE: Network Innovations, Inc. Application for CCN

Enclosed please find one original and 13 copies of the Application for a CCN for the above named Applicant. Also enclosed is check number 2135 in the amount of \$50.00 for the required filing fee.

Please acknowledge receipt of these documents by file stamping the duplicate letter of transmittal enclosed herewith and returning it in the self-addressed stamped envelope included for this purpose.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Collier".

Chris Collier
Director of Regulatory Compliance

Enclosures

TELECOM
TPI
PROFESSIONALS, INC.

Judith A. Riley, J.D.

5909 Northwest Expressway, Suite 101
Oklahoma City, OK 73132

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Chris Collier
Director of Regulatory Compliance

Enclosures

PAID T.R.A.	
Chk #	<u>2135</u>
Amount	<u>\$50.00</u>
Rec'd By	<u>RA</u>
	<u>10/21/08</u>

APPLICATION FOR CERTIFICATE TO PROVIDE OPERATOR SERVICES AND/OR RESELL

Application is hereby made for a certificate of authority pursuant to TRA Rule 1220-4-2-.57 to provide telecommunications services in the State of Tennessee.

Part I : General Information

A.	Name of Applicant			
	Network Innovations, Inc.			
	Full exact name of person, corporation, partnership, sole proprietorship, or other entity, for which application is made.			
	Legal name of applicant, if different from above.			
	1246 West George Street, Chicago		IL	60657
	Address	City	State	Zip

Tenn. Secretary of State Certificate of Authority ID 0552811

Federal Taxpayer ID Number	36-4481206
----------------------------	------------

Any trade name(s), assumed name(s) or fictitious name(s) used by applicant:

None

If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for each affiliate(s), as well as for the applicant.

Address City

State Zip Code Phone No. () -

(Use additional pages if necessary)

*****IMPORTANT INFORMATION*****

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information on all parts of this application as well as for the applicant. Provide this information on a separate attachment, if necessary.

THIS SECTION FOR TRA USE ONLY

Docket Number. _____

Company ID Number_____

Date Approved _____

Evaluators _____

- B. Describe other businesses or business transactions, if any, at the same location as the principal business address:

Not applicable

- C. Provide the name, business address and a chronological summary of the employment history and business experience over the preceding eight years of:

- (a) The proprietor, if the applicant is an individual;
- (b) Every member, if the applicant is a partnership;
- (c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation. (Note: If the applicant is a publicly traded corporation or a subsidiary of such a corporation it does not need to provide this information.)
- (d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Information to be included:

NAME TITLE

BUSINESS ADDRESS

PHONE NO.

EMPLOYMENT HISTORY (with details of duties/responsibilities for each position held)

Provide the above requested information on separate attachments. Attached hereto as EXHIBIT A

- D. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business whose authority to transact business was denied, revoked or suspended by a state or federal regulatory or law enforcement entity?

☐ Yes ☒ No If yes, please explain fully.

- E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?

☐ Yes ☒ No If yes, please explain fully.

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust), been enjoined or restrained by order by any court or state or federal regulatory or law enforcement entity from engaging in any conduct or practice related to the telecommunications business?

☐ Yes ☒ No If yes, please explain fully.

- F. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state?

☐ Yes ☒ No If yes, please explain fully and describe the circumstances. (Use additional pages if necessary)

- G. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been convicted of any crime or crimes, or charged in court with any fraudulent or dishonest acts in any transaction of any kind, or confined in any penal institution? If so, list such persons, give details, state results and final outcome. **(Use additional pages if necessary)**

(1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been indicted, convicted, pled guilty or pled nolo contendere to a felony in Tennessee or elsewhere?

☐ YES ☒ NO If yes, please explain fully.

- H. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Name Phone No. Fax No.
(888) e-mail Address

(1) Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Name Phone No. Fax No.
(866) e-mail Address

- I. List a toll-free telephone number and mailing address that consumers can call or write to report service problems and/or request refunds or adjustments.

<input type="text" value="(866) 892-0915"/>	<input type="text" value="(888) 450-2100"/>
PHONE NUMBER	ALTERNATE PHONE NUMBER
<input type="text" value="1246 West George Street"/>	<input type="text" value="Chicago IL 60657"/>
ADDRESS	CITY ST ZIPCODE

- (J) Provide the name and address of the registered agent for service of process:

- (K) Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location: (use additional sheets if necessary) Not Applicable.

Part II:

- A. Check the type of telecommunication services you plan to provide in Tennessee.

☐ Resell Interexchange long distance services
☐ Operator Services
☐ Resell local services
☒ Other (describe)

- B. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. **Provide the above information on Appendix I.**

- C. List the state(s) where the applicant, its parent company, and all affiliates is authorized to operate in at this time. For each such state, describe applicant's current activities along with a history of operations there. (Use additional pages if necessary.)

Please See Attached EXHIBIT B for operational jurisdictions.

For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment, if necessary.

No complaints have been filed against the Company in any jurisdiction.

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information for all as well as for the applicant. Provide this information on a separate attachment, if necessary.

- D. List any states that the applicant or any affiliate, parent company, or constituency corporation operating under any trade name, assumed name, or fictitious name, has been denied authority to provide service. (Use additional pages if necessary)

The company has not been denied authority under any name in any jurisdiction.

- E. Areas in Tennessee to be served.

The company will provide service throughout the State of Tennessee

- F. What type of customers will the applicant serve?

a. Business ☒

b. Residential ☐

c. Aggregators ☐
(e.g. Hotels, Payphones)

d. Other (specify)

- G. Does the applicant allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network? If yes, specify amount.

N/A

- H. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers' price for similar services? Yes ☒ No ☐

- I. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II¹. See Proposed Tariff attached as EXHIBIT C

- J. What is the applicant's 10XXX or 800 access code, if applicable?

N/A

- K. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee?

The Company will not maintain any telecommunications facilities within the state of

Tennessee.

¹Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

- L. Whose facility-based network(s) will the applicant be reselling?

AT&T, Broadwind(Level 3) , Global Crossing, Verizon/MCI, Qwest

- M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly?¹

Customers will be billed directly. Sample attached as Exhibit D.

- N. Describe briefly how the applicant plans to market their services in Tennessee?

The company will utilize the standard media methods of print, radio and television sources.

- O. If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company.

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE

- P. Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.

The company will not be providing any voice services which will make the practice of slamming impossible with it's services.

- Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. Yes ☐ No ☒

- R. Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tarified rates. Yes ☒ No ☐

- S. Is the Applicant aware of the requirement to insure that any telephone call made between two points in the same county in Tennessee shall be classified as toll-free and not billed to any customer pursuant to Tennessee Code Annotated § 65-21-114? Yes ☐ No ☐

- T. Is the Applicant aware of the TAR Code data base maintained by BellSouth, its use to insure compliance with T.C.A. § 65-21-114 and the procedures used to enter telephone numbers in that data base? Yes ☐ No ☐

- U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee. Use additional pages if necessary.

The company does not provide any voice services and therefore will not be billing any customers making point to point contact within the same county.

¹A copy of a bill is required if the applicant is going to bill the customer directly.

Part III: Organization Structure

A. Applicant's organizational structure

☒ Corporation

☐ Publicly Traded Corporation

☐ Subsidiary of a Publicly Traded Corporation

☐ Limited Liability Corporation **Attach a copy of the articles of organization and operating agreement along with amendments.**

☐ Other Form of Corporation

List type S Corporation (Example S Corporation)
Attach a copy of the charter, bylaws and/or certificate of incorporation.

☐ Association **Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State**

☐ Joint Stock Association **Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State.**

☐ Trust **Attach a copy of the trust agreement and Letter of Authorization from Tennessee Secretary of State.**

☐ Individual **Attach a copy of the Letter of Authorization from Tennessee Secretary of State**

SECTION (a)-(g) is to be completed if applicant is a Corporation Association or Trust

(a) The date and state of formation/incorporation: October 26, 2001 - Illinois

(1) Parent Company, if applicable N/A

(b) Attach a certificate of good standing from the state in which the applicant was incorporated/formed. Attached hereto as EXHIBIT E.

(1) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee. See EXHIBIT F.

(d) Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange. The Applicant has affiliates.

(e) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application. Not Applicable.

(f) If applicable, attach a copy of the instrument creating the trust and all amendments thereto:

B. ☒ Proprietorship

☐ Partnership

- ☐ General Attach a copy of the partnership agreement along with any amendments.
- ☐ Limited Attach a copy of the certificate of limited partnership and the partnership agreement along with any amendments.
- ☐ Other (Explain on separate sheet)

All of the above will be required to submit a valid business license.

- (a) Identify the place and date of the applicant's qualifications to provide telecommunications services in this state.
- (b) List the full name, social security number and address of the owners, if a sole proprietorship, or all partners identifying the percentage of ownership:
ATTACH ADDITIONAL PAGES AS NECESSARY

C. Number of employees: .

Employer Identification Number (E.I.N.)

Part IV: Financial Information

A. Address where business records are kept street

<input type="text" value="Chicago"/>	<input type="text" value="IL"/>	<input type="text" value="60607"/>	<input type="text" value="(773) 529-6300"/>
<small>CITY</small>	<small>STATE</small>	<small>ZIP CODE</small>	<small>PHONE NUMBER</small>

B. Attach a copy of the applicant's most recent unconsolidated and consolidated audited financial statements for the immediately preceding three-year period. Provide in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.

(1) Fiscal year end: Month Day

(2) Date of most recent audited, unconsolidated financial statement of Applicant:

(3) If applicable, name and address of independent certified public accountant:

(4) Period covered by financial statement attached:

C. Does the applicant currently have an internal auditor and/or internal audit program?

If so, Name of internal auditor .

D. If applicable, provide a history of applicant's material litigation and criminal convictions for the ten-year period prior to the date this application is made. Material litigation is defined as any litigation that, according to generally accepted accounting principles, is deemed significant to a person's financial health and would be required to be referenced in annual audited financial statements, reports to shareholders or similar documents.

Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-212. EXHIBIT F.
- B. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* in its entirety?
_____ ☒ Yes _____ ☐ No
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service? _____ ☒ Yes _____ ☐ No

Mail the completed application and a check for \$50.00 to: Tennessee Regulatory Authority, P.O. Box 198907, Nashville, TN 37219-8907. Should you have any questions, call (615) 741-7489, ext. 163.

The Reseller or Operator Service Provider applicant, hereby, affirms the following:

Will comply with the TRA Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-206 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* under the External Site of Lexis Law Publishing.

Having been duly sworn, and under the penalties of perjury, I hereby certify that the representations in this RESELLER APPLICATION and all attachments and appendices are true and correct to the best of my knowledge and belief. I further understand that omissions or inaccuracies may result in denial of the APPLICATION and grounds for revocation of Certificate of Authority.

For Individual and Partners:

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME
_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

For Corporations
and Other Organizations

BY: Network Innovations, Inc.
(NAME OF CORPORATION)
[Signature]
SIGNATURE
Rick Stern
PRINTED NAME
CEO 10/29/07
Title
ATTEST: [Signature]
CFO
Title

On this the 29th day of October, 2007 before me, a Notary Public,
Rick Stern, CEO, and Milan Saric, CFO,

known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of his/her knowledge and belief.

[Signature]
Notary Public



LIST OF EXHIBITS

EXHIBIT A	Key Personnel Resumes
EXHIBIT B	Operational Jurisdictions
EXHIBIT C	Proposed Tariff
EXHIBIT D	Sample Customer Billing
EXHIBIT E	Illinois Certificate of Good Standing
EXHIBIT F	Tennessee Certificate of Authority
EXHIBIT G	Stockowners
EXHIBIT H	Small and Minority Owned Telecommunications Participation Plan
EXHIBIT I	Surety Bond or Letter of Credit

EXHIBIT A

Key Personnel Resumes

RICK ALAN STERN
625 Orchard Pond Drive
Lake Zurich, IL 60047
312-543-9249

Network Innovations, Inc.

CEO; 2/02 3 – Present

Roles and Responsibilities:

- Executive Management for Network Innovations, Inc.
- Executive level guidance of company Sales and Marketing efforts
- Responsible for guidance of Finance and Accounting department
- Oversee General back office Operations, Customer Service, Network Operations Center
- Planning and Design of Network service and network infrastructure.

Attributes:

- Innovative thinker with broad-based expertise in operations, finance, and business development.
- Proven ability to quickly analyze key business drivers and develop strategies to grow the bottom line.
- High-integrity, energetic leadership known for the ability to envision and create successful outcomes in complex situations.
- Diverse industry and functional expertise, with a tenacious commitment to driving sales, profit, and market-share growth.

Mpower, Inc.

MANAGER AGENT MARKETING; 04/03-11-03

- Responsible for recruiting and managing agents for Chicago area
- Currently manage a base of Master Agents and Agents offering CLEC service to small and mid market accounts.
- Responsible for selling Mpower's first PRI orders in Chicago
- Responsible for selling Mpower's largest single agent order in the country

Network Innovations, Inc. MASTER Agent Program for Universal Access, Inc.
(Independent contractor for UAI)

DIRECTOR OF SALES; 2/02-04/03

- Ran national sales efforts encompassing IP, Data, and Dedicated Hosting service
- Responsible for the overall domestic United States sales and marketing effort
- Support a nationwide base of sales agents specifically for our wholesale private line offering
- Instrumental in completing customer MSA for a top five telecom provider
- Established an active client base generating between 30-100 quotes per day for private line service requests

Universal Access, Inc.

DIRECTOR, STRATEGIC PROGRAMS; 11/00-2/02

- Responsible for overall sales and account penetration on five C.O.R.E. accounts
- Managed sales efforts for account positioning and penetration on new corporate initiative for National Accounts in the Wholesale segment
- Led and guided team of 5 Account Directors and 10 Account Managers in strategic planning and account strategy
- Played crucial role in securing UAI's first quarter million dollar monthly billing C.O.R.E. account

DIRECTOR, ALTERNATE CHANNELS

- Responsible for the design of the Alternate Channel program including but not limited to: Legal contracts, financial analysis, cost of sale modeling, design of order process flow, engineering & customer support efforts, recruiting & contracting agents / partners, securing new customer accounts
- Directly secured 20 plus new partners committing to over \$24,000,000 in annualized revenues
- Established a base of over 75 active quoting agents averaging over \$2,000,000.00 in quotes on a monthly basis

MCI WorldCom

MANAGER, AGENT MARKETING; 12/95-11/00.

- Responsible for recruiting, managing, maintaining and training over 200 sales Distributors in the Ameritech and US West regions
- Produced over \$3,000,000.00 in new revenues in the year 2000
- Managed an account base of approximately 38 million annually
- Developed Intro to WorldCom marketing kit for new agents
- 2000 Presidents Club Award Winner and #2 Agent Manager at 210%
- 1999 Presidents Club Award Winner and #2 Agent Manager at 208%
- 1998 Presidents Club Award Winner and #1 Agent Manager at 220%
- 1997 Presidents Club Award Winner and #1 Agent Manager at 400%

REGIONAL HOSPITALITY MANAGER; 6/95-12/95

- Promoted to interim Sales Manager of team of 5 National Account Execs.
- Responsible for managing and training over 250 commercial sales representatives in the Operator Services business segment
- Successfully achieved consistent performance over 175%
- Ranked #1 Sales Manager during tenure in position

NATIONAL ACCOUNT EXECUTIVE; 5/94-6/95.

- Responsible for Hospitality sales in the Ameritech region
- Managed an account base of over \$2.1 million annually
- Ranked # 1 in Operator services for WORLDCOM in 7/94, 10/94, 3/95

Sprint, Corp.

MAJOR ACCOUNT EXECUTIVE; 8/91-5/94

- Sold and maintained major accounts in Chicago Loop territory
- Managed an account base of approximately \$1 million annually
- Offered a full range of business products including voice and data
- Consistently sold over 125% during tenure with Sprint

Allnet Communications, Inc.

ACCOUNT EXECUTIVE; 7/90-8/91

- Consistently ranked in top 3 sales executives during tenure
- Won Top presenter award for Chicago office
- Sold and maintained commercial accounts in Suburban Chicago
- Sold over 140% of quota during tenure

EDUCATION:

Bachelors of Science; Telecommunications, 1990, University of Florida
Harvard Business School; Executive Education Program 2007

SPECIAL INTERESTS: 1985-Present:

Actively study various martial art styles ranging from Karate 1st Degree Black Belt – Brazilian JiuJitsu – Pencak Silat – Muay Thai boxing (Brown Belt equivalent) – 7 Star Praying Mantis Kung Fu (Red Sash level 3)

RONALD GRASON

EXPERIENCE

- | | |
|----------------|---|
| 1997 – Present | <i>Internet Consultant – Major Accounts</i> VERIO Chicago, IL <ul style="list-style-type: none">■ Selling commercial dedicated Internet access (T1/DS3), DSL, collocation, VPNs, ecommerce, and security solutions. Target market from mid-size businesses to Fortune 500. Hardware lines include Cisco, Sun, Paradyne, Netopia, Checkpoint, Watchguard, and Axent.■ Developing channel sales and OEM product line to ISP's, web developers, and system integrators; providing turn-key solutions, from infrastructure to connectivity.■ Integral role in start-up office. Assisted in developing strategic pricing plans, contracts, marketing materials, commission compensation plans, and hiring of sales team.■ President's Club 1998, 1999 (#8 Rep from pool of 200+) |
| 1997 – Ongoing | <i>Regional Sales Manager</i> CELNET COMMUNICATIONS Chicago, IL <ul style="list-style-type: none">■ Sales manager for the Chicago region. Top producing region in the nation, second quarter '97.■ Products included commercial long distance, dedicated Internet, and proprietary dial-up Internet service.■ Established training programs for sales representatives. Programs included switched and dedicated voice services, frame relay, ATM, Internet, and network/Internet hardware. |
| 1996 – 1997 | <i>Commercial Account Executive</i> WORLD COM Chicago, IL <ul style="list-style-type: none">■ Sold commercial long distance, leased data lines, and UUNET dedicated Internet access at 125% of quota.■ Top producing rep. on team of ten. |
| 1991 – 1996 | <i>Manager</i> THE MAIN EVENT Chicago, IL <ul style="list-style-type: none">■ Managed and initiated new account developments and purchasing. Started wholesale division, increasing revenues 35%.■ Organized and directed marketing campaign, including bulk mailings, radio slots, and television commercials. |

EDUCATION

- | | |
|--------------|---|
| January 1994 | LOYOLA UNIVERSITY OF CHICAGO Chicago, IL <ul style="list-style-type: none">■ BS, Biology.■ Graduated Cum Laude. |
|--------------|---|

EXHIBIT B

Operational Jurisdictions

For Exhibit B – Statement of Operational Jurisdictions

Network Innovations, Inc., provides resold dedicated point-to-point private line service and dedicated Internet access to business customers only. These circuits are used for the transport of data services only. The company provides bandwidth starting and T-1 (1.544 Mbps) and proceeds into the high speed optical carrier networks up to OC192.

These services are currently offered in the following deregulated jurisdictions of:

Alabama, Arkansas, Arizona, Colorado, Delaware, the District of Columbia, Florida, Iowa, Maryland, Michigan, Montana, New Hampshire, Utah and Wyoming.

The same services are also being offered in the following regulated jurisdictions of:

- | | |
|------------------|---|
| California – | Issued a Certificate of Public Convenience and Necessity (CPCN) – Providing inter and intra- local access and transport area services in California as a non-dominant interexchange carrier. Approval granted March 14, 2007. |
| Indiana - | Issued a Certificate of Territorial Authority (CTA) –Providing Bundled resold local exchange service approved on June 13, 2007. |
| Kentucky - | Approved as a Non-Basic Competitive Local Exchange Carrier, Intrastate interexchange Carrier, and Competitive Access Provider on December 12, 2006. |
| North Carolina – | Issued a Certificate of Public Convenience and Necessity (CPCN) – Providing intrastate local exchange and exchange access service as a Competing Local Provider. Approval granted on June 15, 2007. |
| Nebraska - | Approved on February 21, 2008 as a Registered Information Service Provider. |
| New Jersey - | Filed registration, as required, with the State to offer resold exchange, local exchange and intrastate interexchange telecommunications which was approved on November 27, 2007. |
| New York - | Issued a Certificate of Public Convenience and Necessity (CPCN) - Operating as a reseller of telephone service with authority to provide local exchange service, approved on April 27, 2007. |
| Oregon - | Issued a Certificate of Authority (CTA) to provide telecommunications service as a competitive provider. Providing intraexchange non-switched, private line service (dedicated transmission service) within all exchanges |

of the telecommunications utilities and cooperative corporations requested and also providing interexchange non-switched, private line service (dedicated transmission service).

- Pennsylvania - Granted authority on March 13, 2007 as a Competitive Access Provider.
- Texas - Issued a Service Provider Certificate of Operating Authority (SPCOA) on May 17, 2007 to provide data-only resale telecommunications services within geographic areas of the State currently served by all incumbent local exchange companies.
- Virginia - Registered with the State as required to offer resold interexchange data telecommunications statewide. Notice approved on February 12, 2008.
- Wisconsin - Issued a Certificate of Authority (CTA) on May 17, 2006, certified as an Alternative Telecommunications Utility – Reseller authorized to resell all local and long distance intrastate telecommunications services.

EXHIBIT C

Proposed Tariff

TITLE PAGE
ACCESS SERVICES TARIFF
OF
NETWORK INNOVATIONS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive access service for telecommunications services provided by Network Innovations, Inc. within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority. Copies may be inspected during normal business hours at the Company's principal place of business at 1101 W. Lake Street, 6th Floor, Chicago, IL 60607.

Issued: October 21, 2008

Effective: _____

By: Network Innovations, Inc.
Rick Stern, CEO
1101 W. Lake Street, 6th Floor
Chicago, IL 60607

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
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29	Original
30	Original
31	Original

* = New/Revised this Issue

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SYMBOLS

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

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify an increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify a reduction
- (T) To signify change in text but not change in rate or regulation
- (Z) To signify a correction

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TARIFF FORMAT

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the TRA. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page 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 Sheet** - When a tariff is filed with the TRA, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made. 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 TRA.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Busy Hour – The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

Call – A completed connection between the Calling and Called parties.

Calling Station – The telephone number from which a Call originates.

Called Station – The telephone number called.

Carrier Customer – A carrier that orders exchange access or retail services from the Company.

Commission – Tennessee Regulatory Authority and/or TRA.

Company or Carrier – Network Innovations, Inc. unless specifically stated otherwise.

Customer – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Digital Signal, Level 1 (“DS1”) – Capable of transmitting data at 1.544 Mbps.

Digital Signal, Level 3 (“DS3”) – Capable of transmitting data at 44.736 Mbps.

Day – The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect – To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening – The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**1.1 Definitions** (Cont'd)

Individual Case Basis ("ICB") – A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the TRA staff on a confidential basis upon staff's written request to the Company.

Incomplete – Any Call where voice transmission between the Calling and Called station is not established.

Holiday – For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message – A completed telephone call by a Customer or User.

Normal Business Hours – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Optical Carrier, Level 3 ("OC3") – A SONET channel capable of transmitting data at 155.52 Mbps.

Optical Carrier, Level 12 ("OC12") – A SONET channel capable of transmitting data at 622.08 Mbps.

Optical Carrier, Level 48 ("OC48") – A SONET channel capable of transmitting data at 2.488 Gbps.

Premises – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Terminal Equipment – Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

User – Customer or any authorized person or entity that utilizes the Company's services.

Weekend – The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the call is originated.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.2 Abbreviations

CLEC – Competitive Local Exchange Carrier

CO – Central Office

CPE – Customer Premises Equipment

DS1 – Digital Service, Level 1

DS3 – Digital Service, Level 3

Gbps – Gigabits per second; one thousand million bits per second transmission speed.

ICB – Individual Case Basis

ILEC – Incumbent Local Exchange Carrier

Mbps – One million bits per second data transmission speed

NPA – Numbering Plan Area (Area Code)

OC3 – Optical Carrier, Level 3

OC12 – Optical Carrier, Level 12

OC48 – Optical Carrier, Level 48

PBX – Private Branch Exchange

PIC – Primary or Preferred Interexchange Carrier

POP – Point of Presence

V&H – Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.2 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 866-892-0915. Customers wishing to communicate with the Company in writing may send correspondence to: 1101 W. Lake Street, 6th Floor, Chicago, IL 60607.

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2.1.4 **SECTION 2 - RULES AND REGULATIONS** (Cont'd)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the TRA's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to send data transmissions or make telephone calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the TRA, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any non-completed calls due to network busy conditions; and
- 2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and attorney's fees incurred by the Company in its defense against claims set forth in Section 2.3.4.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.7 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the TRA orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

The Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in its defense against such actions.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5 Allowances for Interruptions in Service****2.5.1 General**

- 2.5.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

2.5.2 Application of Credits for Interrupted Services

- 2.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.3 Limitations on Allowances

- 2.5.3.A No credit allowance will be made for any interruption of service:
 - 2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
 - 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

2.5.3.A. (Cont'd)

- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6 Termination of Service**

2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. If the Customer has a term contract, early termination charges may apply. The Company may terminate service with ten (10) business days' written notice to the Customer for any of the following occurrences:

- 2.6.1.A Failure of the Customer to pay a non-disputed delinquent account;
- 2.6.1.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
- 2.6.1.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
- 2.6.1.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
- 2.6.1.E Customer non-compliance with TRA regulations;
- 2.6.1.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service
- 2.6.1.G Failure of the Customer to adhere to contractual obligations with the Company.

2.6.2 The Company may terminate service *without written notice* to the Customer for any of the following occurrences:

- 2.6.2.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
- 2.6.2.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
- 2.6.2.C Customer tampering with the Company's equipment or service;
- 2.6.2.D Customer's unauthorized or illegal use of the Company's service or equipment.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service (Cont'd)

- 2.6.3 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month. This late fee of 1.5% may not include previously-accrued late payment charges.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length. A Customer's bill will be due and payable twenty (20) days from the date of the postmark on the bill.

2.8 Deposits

- 2.8.1 The Company may require a Customer to make a deposit to be held as a guarantee for payment of charges. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform the Customer, in writing, of the reasons for the deposit request and the process by which service can be received without posting a deposit. The deposit shall not exceed an amount equal to two-twelfths of the estimated charge for this service for the ensuing twelve months.
- 2.8.2 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills, including any penalties assessed for service furnished by the Company.
- 2.8.3 Interest on deposits will accrue at the rate of 6% per annum or the rate of the average of 1-year US Treasury bill for the months of September, October and November of the previous year.
- 2.8.4 The Company shall annually and automatically refund the deposits of customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment, or had more than one occasion on which a bill was not paid within the prescribed period and are not delinquent in payment.
- 2.8.5 If a Customer's service or facility is discontinued, deposits will be returned in accordance with TRA regulations.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Advance Payments

The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary Service for short-term use.

2.10 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer, within ten days of the notification or mailing of the Company's written summary of the findings or resolution of the dispute, an informal complaint may be filed with the Tennessee Regulatory Authority, 460 James Robertson Parkway, Nashville, TN 37243-0505, telephone (800) 342-8359 in accordance with the TRA rules of procedure. The Tennessee Regulatory Authority shall have primary jurisdiction over customer complaints.

2.11 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange telecommunications service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time a connection is established and ends when either party terminates the connection.
- 3.1.2 No charges apply if a connection is not established.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is one (1) minute for a connected call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when a connection is established (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party terminates the connection. Any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X1 - X2 = V$; $Y1 - Y2 = H$).

3.3.2.B.2 Square each difference obtained in Section 3.3.2.B.1 above (V^2 ; H^2).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2 above ($V^2 + H^2 = S$).

Issued: October 21, 2008**Effective: _____**

By: Network Innovations, Inc.
Rick Stern, CEO
1101 W. Lake Street, 6th Floor
Chicago, IL 60607

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.3 Calculation of Distance (Cont'd)

3.3.2 (Cont'd)

3.3.2.B. (Cont'd)

3.3.2.B.4 Divide the sum of the squares by 10 ($S/10 = M$).

3.3.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.4 Minimum Call Completion Rate

The Customer can expect a Call completion rate of at least ninety percent (90%) of all Calls attempted, within three (3) seconds of the attempt, during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that at least ninety percent (90%) of the Customers accessing their system will be served during the Busy Hour.

Issued: October 21, 2008

Effective: _____

By: Network Innovations, Inc.
Rick Stern, CEO
1101 W. Lake Street, 6th Floor
Chicago, IL 60607

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.5 Local Exchange Service Offerings**

The Company offers data telecommunications and leased line services. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month to month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including Customer commitment to a volume of service for a fixed term of months.

The following services are available from the Company, where technically and economically feasible:

3.5.1 Leased Line Service

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's fiber-optic network specified by the Customer. Leased Line service is provided to Customers on a nationwide basis with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps). A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

Issued: October 21, 2008**Effective: _____**

By: Network Innovations, Inc.
Rick Stern, CEO
1101 W. Lake Street, 6th Floor
Chicago, IL 60607

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.6 Miscellaneous Services****3.6.1 Order Change**

An Order Change is a change in the Customer's service requested subsequent to installation.

3.6.2 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.6.3 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

3.7 Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. At the Company's option, a letter outlining the promotion may be filed with the TRA Staff in lieu of filing language in the tariff.

Issued: October 21, 2008**Effective: _____**

By: Network Innovations, Inc.
Rick Stern, CEO
1101 W. Lake Street, 6th Floor
Chicago, IL 60607

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**3.8 Individual Case Basis Arrangements ("ICB")**

A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the TRA staff on a confidential basis upon staff's written request to the Company.

Issued: October 21, 2008**Effective: _____**

By: Network Innovations, Inc.
Rick Stern, CEO
1101 W. Lake Street, 6th Floor
Chicago, IL 60607

SECTION 4 - RATES AND CHARGES**4.1 Service Offerings****4.1.1 Leased Line Service – Base Rates for Recurring Charges**

<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
DS1	\$699.00	\$649.00	\$599.00	\$549.00

Note: The foregoing rates are per circuit, per month. Contracts over 36 months will be priced ICB.

Issued: October 21, 2008**Effective: _____**

By: Network Innovations, Inc.
Rick Stern, CEO
1101 W. Lake Street, 6th Floor
Chicago, IL 60607

SECTION 4 - RATES AND CHARGES (Cont'd)**4.1 Service Offerings (Cont'd)****4.1.2 Leased Line Service – Volume Discount Percentages by Contract Term**

<u>Volume</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
\$1,000.00	5%	7%	9%	11%
\$2,000.00	7%	9%	11%	13%
\$3,000.00	9%	11%	13%	15%
\$4,000.00	11%	13%	15%	17%
\$5,000.00	13%	15%	17%	19%
\$6,000.00	15%	17%	19%	21%
\$7,000.00	17%	19%	21%	23%
\$8,000.00	19%	21%	23%	25%
\$9,000.00	21%	23%	25%	27%
\$10,000.00	23%	25%	27%	29%

Note: All Volume Discounts are applied when the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to that lower increment. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month.

Example: End User orders 8 DS1 circuits on a 36 month contract.

Base Rate per DS1 for a 36 Mo. Contract = \$549.00

Multiplied by 8 circuits, Gross Monthly Cost = \$4392.00

Volume Discount to apply at the \$4,000.00 level = 17%

Net Monthly Cost after discounts = \$3645.36 or \$455.67 per DS-1

Issued: October 21, 2008

Effective: _____

By: Network Innovations, Inc.
Rick Stern, CEO
1101 W. Lake Street, 6th Floor
Chicago, IL 60607

SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Installation Charges

DS1 IP

	NRC
Within 5 Miles of POP	\$250
Within 25 Miles of POP	\$250
Within 50 Miles of POP	\$250

Issued: October 21, 2008

Effective: _____

By: Network Innovations, Inc.
Rick Stern, CEO
1101 W. Lake Street, 6th Floor
Chicago, IL 60607

SECTION 4 - RATES AND CHARGES (Cont'd)**4.3 Miscellaneous Services****3.8.1 Order Change**

Per Change: \$40.00

3.8.2 Bad Check Charge

Per Check: \$25.00

3.8.3 Reconnection

Per Reconnection: \$6.00

3.10.4 Monthly Billing Fee

\$8.00

3.10.5 NOC Service Fee

Per Hour \$75.00

3.10.6 Move Order

\$600.00

3.10.7 Early Termination Fee

\$3,600.00

3.10.8 Expedite Fee

\$2,250.00

3.9 Maintenance Visit Charges**Mon-Sat, 8 am-5 pm:**

Initial 15 minutes or fraction thereof \$45.00

Each additional 15 minutes \$10.00

Sun and Mon-Sat, excluding 8 am-5 pm:

Initial 15 min. or fraction thereof \$55.00

Each additional 15 minutes or fraction thereof \$15.00

Holidays:

Initial 15 minutes or fraction thereof \$55.00

Each additional 15 min. or fraction thereof \$15.00

Issued: October 21, 2008**Effective: _____**

By: Network Innovations, Inc.
Rick Stern, CEO
1101 W. Lake Street, 6th Floor
Chicago, IL 60607

EXHIBIT D

Sample Customer Billing



Network Innovations, Inc.
1101 W. Lake Street
Chicago, IL 60607
888.450.2100
866-892-0915 Tech support

Billing Summary Descriptions	Amount	Billing Summary for:
Previous Balance	\$21,969.54	
Total Payments and Credits Applied (breakdown on page 2)	<u>\$21,969.54 CR</u>	Account Number: XXXXXXXX
Balance Forward	\$0.00	Invoice Number: 29932
Total Monthly Fees (breakdown on page 2)	<u>\$12,021.97</u>	Invoice Date: 03/01/2008
Current Charges	<u>\$12,021.97</u>	Current Charges Due: 03/31/2008
Total Due	\$12,021.97	

Billing Questions

Call: 888-450-2100

Email: Billing@nitelecom.com

24/7 Tech Support

866-892-0915

Note: This bill includes multiple locations.

Please note: a late fee of 1.5% will be added to any overdue balances.

Thank you.

▽ PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT ▽

Return Address:

Network Innovations, Inc.
Department 4929
Carol Stream, IL 60122-4929

Account Number:	XXXXXXXX
Invoice Number:	29932
Invoice Date:	03/01/2008
Current Charges Due:	03/31/2008
Amount Due:	\$12,021.97

Amount Enclosed:

Postmaster - Please deliver to:

PLEASE MAKE CHECKS PAYABLE TO:

6060 Sepulveda Blvd.
Van Nuys, CA 91411

Network Innovations, Inc.
Department 4929
Carol Stream, IL 60122-4929

EXHIBIT E

Illinois Certificate of Good Standing

File Number 6189-078-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

NETWORK INNOVATIONS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 26, 2001, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 0725301456

Authenticate at: <http://www.cyberdriveillinois.com>

*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 10TH
day of SEPTEMBER A.D. 2007*

Jesse White

SECRETARY OF STATE

0011098211

9109/0147 08 001 Page 1 of 3

2001-11-21 14:23:56

Cook County Recorder 25.50

File Number 6189-078-5



0011098211

State of Illinois
Office of
The Secretary of State

Whereas, ARTICLES OF INCORPORATION OF
NETWORK INNOVATIONS, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be
affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 26TH
day of OCTOBER A.D. 2001 and of
the Independence of the United States the two
hundred and 26TH



Jesse White

Secretary of State

Form **BCA-2.10** ARTICLES OF INCORPORATION

(Rev. Jan. 1999)

Jesse White
 Secretary of State
 Department of Business Services
 Springfield, IL 62756
 http://www.sos.state.il.us

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

This space for use by Secretary of State

Filed 10/26/2001

Jesse White Secretary of State



61890785

CP0645978

SUBMIT IN DUPLICATE!

This space for use by Secretary of State

Date Filed 10/26/2001

Franchise Tax \$ 25.00

Filing Fee \$ 75.00

Approved: Total 100.00
BE

1. CORPORATE NAME: NETWORK INNOVATIONS, INC. CF

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent: John S. Sawin
 First Name Middle Initial Last name
 Initial Registered Office: 100 N LaSalle 1910
 Number Street Suite #
 Chicago IL Cook 60602
 City County Zip Code

3. Purpose or purposes for which the corporation is organized:
 (If not sufficient space to cover this point, add one or more sheets of this size.)

44

The transaction of any of all lawful purposes for which corporations may be incorporated under the Illinois Business Corporation Act of 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received.

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ NPV	10,000	1,000	\$100.00
TOTAL = \$100.00				

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: _____
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. **OPTIONAL: OTHER PROVISIONS**

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated October 4, 2001
 (Month & Day) Year

Signature and Name	Address
1. <u>Signature</u> <u>John S. Sawin</u> (Type or Print Name)	1. <u>100 N. LaSalle, Suite 1910</u> <u>Chicago</u> <u>IL</u> <u>60602</u> City/Town State ZIP Code
2. <u>Signature</u> (Type or Print Name)	2. <u>Street</u> City/Town State ZIP Code
3. <u>Signature</u> (Type or Print Name)	3. <u>Street</u> City/Town State ZIP Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax + filing fee) is \$100.
 (Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
 Illinois Secretary of State Springfield, IL 62756
 Department of Business Services Telephone (217) 782-9522 or 782-9523

C-162.20

EXHIBIT F

Tennessee Certificate of Authority

State of Tennessee



Department of State

Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(FOR PROFIT)

FILED

STATE OF TENNESSEE
For Office Use Only
2007 JUL -3 PM 1:04
RILEY DAHL
SECRETARY OF STATE

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

- The name of the corporation is Network Innovations, Inc.
*If different, the name under which the certificate of authority is to be obtained is _____

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. *If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

- The state or country under whose law it is incorporated is Illinois
- The date of its incorporation is 10/26/2001 (must be month, day, and year), and the period of duration, if other than perpetual, is _____

- The complete street address (including zip code) of its principal office is
1246 West George Street, Chicago, IL 60657
Street City State/County Zip Code

- The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is
800 S. Gay Street, Suite 2021, Knoxville, Tennessee, Knox County 37929
Street City State/County Zip Code
Registered Agent C T CORPORATION SYSTEM

- The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)
Rick Stern, 1246 West George Street, Chicago, IL 60657 Pres/Sec
Ronald Grason, 1246 West George Street, Chicago, IL 60657

- The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.) Applicant does not have a board of Directors and the Domicile State does Not Require any.

- If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day, and year) _____

- The corporation is a corporation for profit.

- If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____ (date), _____ (time).
[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence or a document of similar import (for example, a certificate of good standing) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

6-13-07
Signature Date
President
Signer's Capacity

Network Innovations, Inc.
Name of Corporation
Rick Stern
Signature
Rick Stern
Name (typed or printed)

SS-4431 (Rev. 4/01)

Filing Fee: \$600

RDA 1876

6082.2379

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 07/05/07
REQUEST NUMBER: 6082-2379
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 07/03/07 1304
EFFECTIVE DATE/TIME: 07/03/07 1304
CONTROL NUMBER: 0552811

TO:
NETWORK INNOVATIONS, INC.
1246 WEST GEORGE ST.

CHICAGO, IL 60657

RE:
NETWORK INNOVATIONS, INC.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 07/05/07

FROM:
C T CORPORATION SYSTEM (CLAYTON, MO)
120 S.CENTRAL AVENUE

CLAYTON, MO 63105-0000

	FEES	
RECEIVED:	\$600.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$600.00

RECEIPT NUMBER: 00004232414
ACCOUNT NUMBER: 00282908



SS-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

EXHIBIT G

Stockowners

COMPANY DATA SHEET
CORPORATE OFFICERS; DIRECTORS; SHAREHOLDERS

Name Ronald Grason Title COO
Birthdate 09-16-1970 SS# 333 - 70 - 7753
Home Address 1924 W Wellington Ave, Chicago IL 60657

Class of Shares Common S Number of Shares 1000

Name Rick Stern Title CEO
Birthdate 11-29-1967 SS# 356 - 58 - 5244
Home Address 624 Orchard Pond Drive, Lake Zurich IL 60047

Class of Shares Common S Number of Shares 1000

Name _____ Title _____
Birthdate _____ SS# _____ - _____ - _____
Home Address _____

Class of Shares _____ Number of Shares _____

Name _____ Title _____
Birthdate _____ SS# _____ - _____ - _____
Home Address _____

Class of Shares _____ Number of Shares _____

Name _____ Title _____
Birthdate _____ SS# _____ - _____ - _____
Home Address _____

Class of Shares _____ Number of Shares _____

Name _____ Title _____
Birthdate _____ SS# _____ - _____ - _____
Home Address _____

Class of Shares _____ Number of Shares _____

Please Note:

Foreign ownership must be revealed if said ownership is over 15% of the company or if foreign owners own any foreign telecommunications services companies.

Must note and document if any principals have any felony convictions or bankruptcy filings, personal or corporate.

EXHIBIT H

Small and Minority Owned Telecommunications Participation Plan

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS
BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-212, as amended, Network Innovations, Inc. ("NI") submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing resold intrastate and interexchange data only services in Tennessee.

I PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. NI is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. NI will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, NI will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to NI of such opportunities. NI'S representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, NI will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II DEFINITIONS

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III ADMINISTRATION

NI's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting NI's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Rick Stern, CEIO - Network Innovations, Inc.
1246 West George Street
Chicago, IL 60657
Telephone: (773) 529-6300
Facsimile: (773) 529-2287

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan

- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within NI and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce

The Tennessee Department of Economic and Community Development

The United States Department of Commerce

Small Business Administration

Office of Minority Business

The National Minority Supplier Development Counsel The National Association of Women Business Owners The National Association of Minority Contractors

Historically Black Colleges, Universities, and Minority Institutions

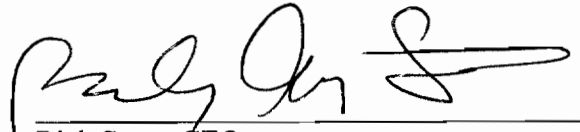
The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

NI will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, NI will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

NI will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, NI will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Respectfully submitted this 29 day of OCT, 2007

A handwritten signature in black ink, appearing to read "Rick Stern", written over a horizontal line.

Rick Stern, CEO
Network Innovations, Inc.

EXHIBIT I

Surety Bond or Letter of Credit

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond # S-905 9567

WHEREAS, Network Innovations (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, Washington International Insurance Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 24th day of September, 2008, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

SURETY

Network Innovations

Washington International Insurance Company

Name of Company authorized by the TRA

Name of Surety

Company ID # as assigned by TRA

Address of Surety

1200 Arlington Heights Rd., Ste. 400, Itasca,
IL 60143

SIGNATURE OF PRINCIPAL

SIGNATURE OF SURETY AGENT

Name: Rick Stern
Title: CEO

Name: J. Spencer Miller
Title: Attorney-in-Fact

Address of Surety Agent:

1 S. Wacker Dr.

36th Floor

Chicago, IL 60606

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

State of **Illinois**
County of **Cook**

ss:

On September 24, 2008, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared J. Spencer Miller

known to me to be Attorney-in-Fact of Washington International Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires



Deborah A. Phillips
Notary Public

360212-6-66

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

J. SPENCER MILLER, MARION F. NARKUS and MARK PHILLIP NAHIN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company &
Vice President of North American Specialty Insurance Company

By

David M. Layman, Vice President of Washington International Insurance Company &
Vice President of North American Specialty Insurance Company



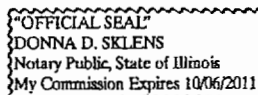
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of June, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page

ss:

On this 17th day of June, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of September, 2008.

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company