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October 18, 2012

VIA OVERNIGHT DELIVERY

Honorable Jones, Chairman
Attn: Sharla Dillon, Dockets
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-9021
(615) 741-3939

filed electronically in docket office on 10/19/12
Docket No. 12-00123

Re: Communications Network Billing, Inc.

Dear Ms. Dillon:

Enclosed please find for filing an original and four (4) copies of Communications Network Billing, Inc.'s Application for a Certificate to Provide and/or Resell Interexchange Telecommunications Services in Tennessee. I have also enclosed a check in the amount of \$50.00 payable to the "Tennessee Regulatory Authority" for the filing fee. This filing has also been sent via e-mail to sharla.dillon@state.tn.us on October 18, 2012. No copy of the filing fee check is included in the electronic copy.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,


Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
Attorneys for Communications Network Billing, Inc.

Enclosures
cc: Alicia Treder

APPLICATION FOR CERTIFICATE
TO PROVIDE OPERATOR SERVICES AND/OR
RESELL
TELECOMMUNICATION SERVICES IN TENNESSEE
SECTION A

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 Communications Network Billing, 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.

895 Dove Street 3rd Floor Newport Beach CA 92660
Address City State Zip

Tenn. Secretary of State Certificate of Authority ID 688565

Federal Taxpayer ID Number 30-0182880

Social Security Number for Applicants

Applying as Individuals

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

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
Evaluator

- B. Describe other businesses or business transactions, if any, at the same location as the principal business address: None

- C. Provide the name, business and home address of 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
HOME ADDRESS
EMPLOYMENT HISTORY

PHONE No.

PHONE No.

Provide the above requested information on separate attachments.

- 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, describe the circumstances. (Use additional pages if necessary)

No

- 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)** No

(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 X 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.

Cristina M. Tucker (301) 571 - 2435 (301) 564 - 9619
Name Phone No. Fax No.

(800) (800) 913-2042 e-mail Address information@comnetbillinc.com

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

Lance J.M. Steinhart (770) 232 - 9200 (770) 232 - 9208
Name Phone No. Fax No.

(800) e-mail Address lsteinhart@telecomcounsel.com

- 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.

<u>(800) 913-2042</u>	<u>301 571 2435</u>
PHONE NUMBER	ALTERNATE PHONE NUMBER
<u>895 Dove Street 3rd Floor Newport Beach CA 92660</u>	
ADDRESS	CITY ST ZIPCODE

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

Incorp Services, Inc.

216 Centerview Drive, Suite 317 Brentwood, TN 37027

- (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)

None

Part II:

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

 X 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 list of authorized States

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. None

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)

None

- E. Areas in Tennessee to be served.

Statewide

- 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. No

- 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.

- J. What is the applicant's 10XXX or 800 access code, if applicable? Not Applicable

- K. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee? No

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? _____
Alliance Group Services

M Will the applicant be utilizing the local telephone company's billing system or billing customers directly²? Third party billing company.

N Describe briefly how the applicant plans to market their services in Tennessee?
Through web and direct sales.

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
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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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.

Applicant will attempt to get a written letter of agency.
If not, all orders will be third party verified in
accordance with applicable state and federal regulation.

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 X 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 tariffed rates. Yes X No _____

²A 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 C 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: May 27, 2003 Nevada

(1) Parent Company, if applicable None

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

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

(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.

Applicant is a stand-alone privately-held company.

(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.

None

(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: 5.

Employer Identification Number (E.I.N.) 30-0182880

Part IV: Financial Information

A. Address where business records are kept: 895 Dove Street 3rd Floor
Newport Beach CA 92660 street 301 571 2435
 CITY STATE ZIP CODE PHONE NUMBER

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 December Day 31

(2) Date of most recent audited, unconsolidated financial statement of Applicant:
None

(3) If applicable, name and address of independent certified public accountant:
Not Applicable

(4) Period covered by financial statement attached: As of June 2012

C. Does the applicant currently have an internal auditor and/or internal audit program? No

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.
- 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?
 X Yes No
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service? X 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

Communications Network Billing, Inc.
(NAME OF CORPORATION)

BY: 
SIGNATURE

Cristina M. Tucker
PRINTED NAME

President
Title

ATTEST: 

Title

On this the 28 day of JUNE, 2012 before me, a Notary Public
Cristina Tucker

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.

Alicia G. Tredar
Notary Public

(seal)



ALICIA G. TREDER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Apr. 06, 2013
Acting in the County of _____

LIST OF ATTACHMENTS

Resumes

List of Authorized States

Tariff

Certificate of Good Standing in State of Incorporation

Bylaws

Certificate of Authority from Secretary of State

Current Financial Statement

Sample Invoice

Bond

Small & Minority Owned Telecommunications Business Participation Plan

IntraLATA Toll Dialing Parity Plan

County Wide Calling Compliance

Resumes

CRISTINA MICHELE TUCKER

854 Sonnet Way, Vacaville, CA 95687
(707) 446-6939

PROFESSIONAL EXPERIENCE

Communications Network Billing, Inc.

Reno, NV

President

2003-Present

- Conducts daily business practices
- Manages financial operations

NetPageNow, Inc.

Vacaville, CA

President

2002-Present

- Sole owner and president
- Providing web page services for small business
- Has grown the business to 10,000 active customers in two years
- Actively outsourcing many business functions
 - Telemarketing
 - Verifications
 - Billing
 - Data Processing
- Overseeing financial operations
- Conducting continuous research of latest industry trends

Cornelia Connelly High School

Anaheim, CA

Spanish Language Teacher, Head Soccer Coach

2000-2001

- Taught levels 2, 3, 4
- Created social justice focused curriculum for levels 3, 4
- Initiated financial relief program for El Salvador
- Coached Varsity Soccer Team

Cape Elizabeth High School

Cape Elizabeth, ME

Spanish Language Teacher, Head Field Hockey Coach

1999

- Taught levels 1, 2, 5
- Restructured curriculum for levels 1, 2
- Created literature based curriculum for level 5
- Coached Varsity Field Hockey Team

Saint Ignatius College Prep

San Francisco, CA

Spanish Language Teacher, Head Field Hockey Coach

1995-1998

- Taught levels 1, 1 Acc., 2, 3, 4
- Restructured curriculum for level 4
- Team developed new social justice curriculum for level 3
- Built Field Hockey Program
- Coached Varsity Field Hockey Team

CRISTINA MICHELE TUCKER

854 Sonnet Way, Vacaville, CA 95687
(707) 446-6939

University of Pennsylvania
Spanish Language Teacher

- Taught levels 1, 2

Philadelphia, PA
1994-1995

Pilot Industries, Inc.
International Business Specialist

- Managed all imports and exports
- Consulted executives on relocation
- Negotiated with Mexican government for permits
- Conducted hiring in Mexico
- Developed international logistics program
- Formed Pilot intramural team
- Created Pilot company store

Saltillo, México/
Dexter, MI
1993-1994

Douglas & Lomason Co.
Import/Export Specialist

- Coordinated and oversaw all imports and exports
- Rebuilt international logistics program

Saltillo, México
1992-1993

EDUCATION

University of Pennsylvania
MA in Hispanic Languages and Literatures

- Awarded TA scholarship for doctoral degree

Philadelphia, PA
1996

Occidental College
BA in Spanish

- Awarded honors in comprehensive examination

Los Angeles, CA
1992

List of Authorized States

APPENDIX II

Part II (C)

Communications Network Billing, Inc. is currently authorized to provide service in the following states:

Arizona, Arkansas, California, Colorado, Florida, Georgia, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming and FCC 214.

Tariff

TITLE SHEET

TENNESSEE TELECOMMUNICATIONS TARIFF

INTRASTATE INTEREXCHANGE SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Communications Network Billing, Inc. ("CNB"), with principal offices at 200 S. Virginia, 8th Floor, Reno, NV 89501. This tariff applies for services furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: October 22, 2012

By:

Cristina M. Tucker, President
200 S. Virginia, 8th Floor
Reno, NV 89501

Effective: November 21, 2012

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

Issued: October 22, 2012

By:

Cristina M. Tucker, President
200 S. Virginia, 8th Fl.
Reno, NV 89501

Effective: November 21, 2012

CHECK SHEET

The Sheets 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 on the bottom of this sheet.

<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
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original

* New or Revised Sheet

Issued: October 22, 2012

By:

Cristina M. Tucker, President
200 S. Virginia, 8th Fl.
Reno, NV 89501

Effective: November 21, 2012

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Issued: October 22, 2012

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Reno, NV 89501

Effective: November 21, 2012

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

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

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new 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 to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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Effective: November 21, 2012

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the call so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Tennessee Regulatory Authority.

Company or CNB - Used throughout this tariff to mean Communications Network Billing, Inc. a Nevada Corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

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Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Tennessee.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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By:

Cristina M. Tucker, President
200 S. Virginia, 8th Fl.
Reno, NV 89501

Effective: November 21, 2012

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Tennessee. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

Issued: October 22, 2012**By:**

**Cristina M. Tucker, President
200 S. Virginia, 8th Fl.
Reno, NV 89501**

Effective: November 21, 2012

-
- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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- 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, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 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 provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 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 shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission (FCC) or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

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2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

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2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on any unpaid amount 30 days after rendition of bills.

2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. See Section 4.5.

2.15 Reconnection Charge

A reconnection fee \$25 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute that is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

200 S. Virginia, 8th Floor
Reno, NV 89501
(800) 913-2042

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charges conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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3.5 Service Offerings

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits".

3.5.2 Reserved for Future Use

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Reserved for Future Use

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings.

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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3.5.9 Operator Verification/Interruption Service

Intra-LATA Verification Service provides operator assistance in determining if a called line is in use. Intra-LATA Interruption Service provides for operator interruption of a conversation in progress on a called line. The customer may request these intra-LATA long distance services for a charge, where facilities are available, by calling the "O" operator.

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SECTION 4 - RATES

4.1 1+ Dialing

Option 1

\$0.05 per minute (Continental US)

A \$6.99 per month per number service charge applies.
Billed in one minute increments

Option 2

\$14.95 per month per line, unlimited long distance (Continental US)

4.2 Directory Assistance

\$1.25

4.3 Returned Check Charge

\$25.00

4.4 Carrier Cost Recovery Charge

In order to recover costs the Company incurs with regard to TeleRelay service, National Number Portability and Federal Regulatory fees, a \$.99 monthly surcharge will be assessed per account per month. This surcharge will appear as a separate line item on your invoice.

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4.5 Payphone Dial Around Surcharge

A dial around surcharge of \$.50 per call will be added to any completed INTRAsate toll access code and subscriber toll free 800/888 type calls placed from a public or semi-public payphone.

4.6 Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

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Certificate of Good Standing in State of Incorporation

SECRETARY OF STATE



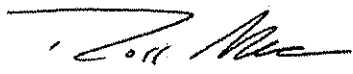
CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **COMMUNICATIONS NETWORK BILLING, INC.**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since May 27, 2003, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on June 8, 2012.




ROSS MILLER
Secretary of State

Electronic Certificate
Certificate Number: C20120608-0178
You may verify this electronic certificate
online at <http://www.nvsos.gov/>

Bylaws

**BYLAWS
OF
Business Network Long Distance, Inc.**

ARTICLE I

Offices

Section 1. Registered Office. The registered office for the Corporation is designated as 200 S. Virginia, 8th Fl., Reno, NV 89501, and the resident agent there shall be Incorp Services, Inc. The Board of Directors is hereby granted full power and authority to change the resident agent and/or the registered office.

Section 2. Other Offices. Other offices may be established or eliminated from time to time by the Board of Directors at any place or places where the Board of Directors shall deem, in its discretion, necessary or convenient to the conduct of the business and affairs of the Corporation.

ARTICLE II

Meetings of Shareholders

Section 1. Place of Meetings. All meetings of shareholders shall be held at the registered office of the Corporation in the State of Nevada or at any other place within or without the State of Nevada which may be designated either by the Board of Directors (pursuant to authority hereinafter granted to said Board), or by the written consent of a majority of shareholders entitled to vote thereat, given either before, at or after the meeting and filed with the Secretary of the Corporation; (provided, however, that no change in place of the meeting shall be made within fifteen (15) days prior to the date on which an election of directors is to be held).

Section 2. Annual Meetings. (a) The annual meetings of shareholders shall be held on the second Tuesday of December. If that day is a legal holiday, the meeting shall be held on the next succeeding business day that is not a legal holiday. The business to be transacted at the meeting shall be the election of directors and such business as properly brought before the meeting.

(b) If the election of directors shall not be held on the day designated in Article II, Section 2(a) for any annual meeting, or at any adjournment of that meeting, the Board of Directors shall call a special meeting of the shareholders as soon as possible thereafter. At the meeting, the election of directors shall take place. The election and any other business transacted shall have the same force and effect as at an annual meeting called and held under Article II, Section 2(a).

(c) In the event the annual meeting is not held at the time prescribed in Article II, Section 2(a), and if the Board of Directors shall not call a special meeting as prescribed in Article II, Section 2(b) within 4 months after the date prescribed for the annual meeting, then a majority of the shareholders may call the meeting, and at that

meeting the shareholders may elect the directors and transact other business with the same force and effect as at an annual meeting called and held under Article II, Section 2(a) or 2(b).

Section 3. Notice and Purpose of Meetings; Waiver. Each shareholder of record entitled to vote at any meeting shall be given in person, or by mail, or by telegram, written or printed notice of the purpose or purposes, and the time and place within or outside the State of Nevada of every meeting of shareholders (including the annual meeting). Notice shall be delivered not less than ten (10) days nor more than sixty (60) days before the meeting. If mailed or telegraphed, it should be directed to the shareholder at the address last shown on the books of the Corporation. No publication of the notice of meeting shall be required. A shareholder may waive notice of any meeting by attendance, either in person or by proxy, at the meeting or by a written waiver signed either before or after the meeting. Attendance at a meeting for the express purpose of objecting that the meeting was not lawfully called or convened shall not, however, constitute a waiver of notice. Except where otherwise required by law, notice need not be given of any adjourned meeting of the shareholders.

Section 4. Special Meetings. Special meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the President, the Board of Directors, or by the holders of at least a majority of the stock entitled to vote. Notice of such special meetings shall comply with the provisions of Article II, Section 3.

Section 5. Adjourned Meetings and Notices Thereof. Any shareholders' meeting, annual or special, may be adjourned to any other time and place by the vote of a majority of the shares, present either in person or by proxy at the meeting, or by any officer entitled to preside or to act as Secretary of such meeting, whether or not a quorum is present. In the absence of a quorum, Corporate business may not be transacted at such meeting.

When any shareholders' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting, and otherwise, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

Section 6. Voting. Unless a record date for voting purposes is fixed as provided in Article V of these Bylaws, only holders of shares on the stock records of the Corporation on the day ten (10) days prior to any meeting of shareholders shall be entitled to vote at such meeting. A shareholder may vote his or her shares through a proxy appointed by a written instrument signed by the shareholder or by a duly authorized attorney-in-fact. Such vote may be viva voce or by ballot; provided, however, that all elections for directors must be by ballot upon demand made by a shareholder at any election and before the voting begins. When an action, other than the election of directors, is to be taken, it shall be authorized by a majority of the votes cast by the holders of shares entitled to vote thereon, unless a greater majority is expressly required by the Articles of Incorporation or the laws of Nevada.

Section 7. Quorum. The presence in person or by proxy of a majority of shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. When the holders of a class or series of shares are entitled to vote on an item of business as a class, there must be present in person or by proxy a majority of the

shares of the shares of the class entitled to vote. A shareholder's participation in any meeting of shareholders by a conference telephone or similar communications equipment by which all persons participating in the meeting may communicate with each other shall constitute participation in person. The names of the participants in the communication shall be divulged to all participants.

Section 8. Action Without Meeting. Any action which, under the laws of Nevada, may be taken at a meeting of the shareholders, may be taken without a meeting if authorized by a writing signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of the Corporation.

Section 9. Proxies. Every person entitled to vote at a meeting of shareholders or execute a consent or dissent to an action without a meeting of shareholders shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or such person's duly authorized agent and filed with the Secretary of the Corporation; provided that no such proxy shall be valid after the expiration of three (3) years from the date of its execution, unless otherwise provided in the written proxy.

ARTICLE III

Directors

Section 1. Powers. Subject to limitations contained in the Articles of Incorporation, the Bylaws or the laws of the State of Nevada as to action which shall be authorized or approved by the shareholders, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board of Directors. Without limiting the general nature of the foregoing, it is hereby expressly declared that the directors shall have the following powers, to-wit:

First: To select and remove all the officers, agents and employees of the Corporation; to prescribe such powers and duties for them as may not be inconsistent with law, the Articles of Incorporation or the Bylaws; to fix their compensation; and to require from them security for faithful service.

Second: To conduct, manage and control the affairs and business of the Corporation, and to make such rules and regulations therefor not inconsistent with law, the Articles of Incorporation or the Bylaws, as they may deem in the best interest of the corporation.

Third: To change the registered office of the Corporation from one location to another within the State of Nevada as provided in Article I, Section 1 hereof; to fix and locate from time to time one or more other offices of the Corporation within or without the State of Nevada, as provided in Article I, Section 2 hereof; to designate any place within or without the State of Nevada for the holding of any shareholders' meeting or meetings; to adopt, make and use a corporate seal; to prescribe the forms of certificates of stock, and to alter the form of such seal and of such certificates from time to time, as in their judgment they may deem best, provided such seal and such certificate shall at all times comply with the provisions of law.

Fourth: To issue shares of the capital stock of the Corporation from time to time, upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered (or, if permitted by law, services to be rendered), debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital.

Fifth: To borrow money and incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

Section 2. Number of Directors. The authorized number of directors of the Corporation shall be (24) or such number as may be fixed by the Shareholders from time to time.

Section 3. Election and Term of Office. The directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at any special meeting of shareholders held for that purpose. All directors shall hold office until their respective successors are elected and qualified. Any director may be removed with or without cause at any time by a majority of the votes cast by the shareholders at an annual meeting or a special meeting duly called and held for that purpose.

Section 4. Vacancies. Vacancies in the Board of Directors shall be filled by a majority of the votes cast by the shareholders at a valid meeting called for such a purpose and shall not be filled by the Board of Directors. Each director so elected shall hold office until such director's successor is elected at an annual or a special meeting of the shareholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any director, an increase in the number of directors not to exceed the number authorized herein, or as the same is amended from time to time, or if the shareholders fail at any annual or special meeting of shareholders at which any director or directors are elected to elect the full authorized number of directors to be elected at that meeting.

If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, only the shareholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

Section 5. Place of Meeting. Regular meetings of the Board of Directors shall be held at any place within or without the State of Nevada which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, regular meetings shall be held at the registered office of the Corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 6. Organization Meeting. Immediately following each annual meeting of shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meeting shall not be required.

Section 7. Other Regular Meetings. Other regular meetings of the Board of Directors shall be held without call at such time as the Board of Directors may from time to time designate; provided, however, should said day fall upon a legal holiday, then said meeting shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular meetings of the Board of Directors shall not be required.

Section 8. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the Chairman of the Board, if any, or the President of the Corporation or, if either of them is absent or unable or refuses to act, by any director.

Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to each director at the address as it is shown upon the records of the Corporation, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. If the notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company in the place in which the registered office of the Corporation is located at least five (5) days prior to the time of the holding of the meeting. If the notice is personally delivered, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 9. Quorum. A majority of the duly elected directors or the members of a committee thereof, as the case may be, shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors or the members of a committee thereof, as the case may be, present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors or Committee, unless a greater majority is expressly required by law or by the Articles of Incorporation.

A director's participation in any meeting of the Board of Directors by conference telephone or similar communications equipment by which all persons participating in the meeting may communicate with each other shall constitute participation in person. The names of the participants in the communication shall be divulged to all participants.

Section 10. Adjournment. A quorum of the directors may adjourn any director's meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any director's meeting, either regular or special, may adjourn such meeting until the time fixed for the next regular or special meeting of the Board.

Section 11. Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned.

Section 12. Action Without a Meeting. Any action which, by law, may be taken at a meeting of the directors or any committee thereof, as the case may be, may be taken without a meeting if authorized by a writing signed by all of the members of the Board of Directors or any committee thereof, as the case may be, and if such writing is filed with the Secretary of the Corporation.

Section 13. Fees and Compensation. Directors shall not receive any stated salary for their services as directors, but by resolution of the Board, a reasonable fixed fee, with or without expenses of attendance, may be allowed one or more of the directors for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent, employee or otherwise and receiving compensation therefor.

Section 14. Indemnification of Officers and Directors. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation or its shareholders, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or its shareholders, and with respect to any criminal action or proceeding, had reasonable cause to believe that this conduct was unlawful.

The Corporation shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation or its shareholders; except that in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, no indemnification shall be made unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but

in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

To the extent that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Any indemnification under the above paragraphs (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met with the applicable standard of conduct set forth in the immediately preceding paragraphs of this Section. Such determination shall be made in one of the following ways:

(a) By the Board by a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding.

(b) If such quorum is not obtainable, or, even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

(c) By vote of the shareholders holding a majority of the shares entitled to vote (excluding therefrom shares held by each person whose conduct is under consideration).

Nothing contained in this Section shall affect any rights to indemnification to which persons other than directors and officers may be entitled by contract or otherwise by law. The indemnification provided in this Section continues as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, personal representatives, and administrators of such person.

The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of such person's status as such, whether or not the Corporation would have power to indemnify such person against such liability under this Section.

The expenses incurred in defending a civil or criminal action, suit or proceeding described in this Section, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Chapter 78 of the Nevada Revised Statutes, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation.

For purposes hereof all references to the Corporation herein shall also include all constituent corporations absorbed in a consolidation or merger and the resulting or surviving corporation so that a person who was or is a director or officer of such constituent corporation or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture,

trust or other enterprise shall stand in the same position under the provisions of this Section with respect to the resulting or surviving corporation as the person would have if the person had served the resulting or surviving corporation in the same capacity.

For the purposes hereof "other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the corporation" shall include any service as a director or officer of the Corporation which imposes duties on, or involves services by, the director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the corporation or its shareholders" herein.

Section 15. Committees. The Board of Directors, by a resolution or resolutions adopted by a majority of the members of the whole Board, may appoint an Executive Committee and any other committees as it may deem appropriate. Each committee shall have and may exercise any and all powers as are conferred or authorized by the resolution appointing it. A majority of each committee may determine its action and may fix the time and place of its meetings, unless provided otherwise by the Board of Directors. The Board of Directors shall have the power at any time to fill vacancies in, to change the size of membership of, and to discharge any committee.

Each committee shall keep a written record of its acts and proceedings and shall submit that record to the Board of Directors at each regular meeting and at any other times as requested by the Board of Directors. Failure to submit the record, or failure of the Board to approve any action indicated therein will not, however, invalidate the action to the extent it has been carried out by the Corporation prior to the time the record of such action was, or should have been, submitted to the Board of Directors as provided.

Section 16. Dividends. Subject to law and the Articles of Incorporation, the Board of Directors shall have full power to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared in dividends and paid to the shareholders of the Corporation. The Board of Directors may fix a sum which may be set aside or reserved over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish, and vary this fund in the Board's absolute judgment and discretion.

ARTICLE IV

Officers

Section 1. Officers. The officers of the Corporation shall be a President, a Secretary and a Treasurer. The Corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article IV. Any payments made to an officer of the Corporation such as a salary, commission, bonus, interest, rent or entertainment expense incurred by such person, which shall be disallowed in whole or in part as a deductible expense for federal income tax purposes, shall be reimbursed by such officer to the Corporation to the full extent of such disallowance. In lieu of payment by the officer, subject to the determination of the directors, proportionate amounts may be withheld from such officer's future compensation payments until the amount owed to the Corporation has been recovered.

Section 2. Term of office. The principal officers of the Corporation, shall be chosen annually by the Board of Directors at the first meeting of the Board following the stockholders annual meeting, or as soon thereafter as is conveniently possible. Each principal officer shall serve until his or her successor shall have been chosen and qualified, or until his or her death, resignation or removal.

Section 3. Subordinate Officers. The Board of Directors may appoint such other officers as the business of the Corporation may require, each of whom shall have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time specify, and shall hold office until such person shall resign or shall be removed or otherwise disqualified to serve.

Section 4. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors then in office, at any regular or special meeting of the Board, or, except in case of any officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

It is the policy of the Corporation that all officers and other employees of the Corporation may be terminated at will at any time, with or without cause. This policy may not be waived except in a specific written instrument to the contrary authorized and approved by the Board of Directors and signed by an authorized officer of the corporation.

Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Corporation. Any such resignation shall take effect upon the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed for regular appointments to such office.

Section 6. Chairman of the Board. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to such person by the Board of Directors or prescribed by these Bylaws.

Section 7. President. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. Such person shall preside at all meetings of the shareholders and, in the absence of the Chairman of the Board, at all meetings of the Board of Directors. Such person shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a Corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 8. Vice President. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these Bylaws.

Section 9. Secretary. The Secretary shall keep, or cause to be kept, a book of minutes at the registered office or such other place as the Board of Directors may order, of all meetings of directors and shareholders, with the date and place of holding, whether regular or special, and if special, how authorized, the notice given thereof, the names of those present at director's meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

The Secretary shall keep or cause to be kept at the registered office or at the office of the Corporation's transfer agent, if any, a share register, or a duplicate share register, showing the names of the shareholders and their addresses; the number and classes of shares held by each, the number and date of certificates issued for the same and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board of Directors required by these Bylaws or by law to be given, and shall keep the seal of the Corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. If for any reason the Secretary shall fail to give notice of any special meeting of the Board of Directors called by one or more of the persons identified in the first paragraph of Section 8, Article III, any such person may give notice of any such special meeting of the Board of Directors.

Section 10. Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including

earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at reasonable times be open to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. Such person shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever requested, an account of all of such person's transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 11. Salaries. The salaries of all officers of the Corporation shall be fixed by the Board of Directors. No officer shall be ineligible to receive such salary by reason of the fact that such person is also a director of the Corporation and receiving compensation as a director.

ARTICLE V

CERTIFICATE OF STOCK

Section 1. Certificates of Stock. (a) The interest of each stockholder of the Corporation shall be evidenced by one or more certificates for shares of stock, certifying the number of shares represented thereby and in such form not inconsistent with law and the Articles of Incorporation as the Board of Directors may from time to time prescribe.

(b) The certificates of stock shall be signed by the President or a Vice-President and by the Secretary or the Treasurer, and sealed with the seal of the Corporation (if the Corporation has a seal). Where any certificate is manually signed by a transfer agent or a transfer clerk and by a registrar, the signatures of the President, Vice-President, Secretary, Assistant Secretary, or Treasurer upon that certificate may be facsimiles, engraved or printed. In case any officer who has signed or whose facsimile signature has been placed upon any certificate shall have ceased to be an officer before the certificate is issued, it may be issued by the Corporation with the same effect as if that officer had not ceased to be so at the time of its issue.

Section 2. Subscriptions for Shares. Unless the subscription agreement provides otherwise, subscriptions for shares, regardless of the time when they are made, shall be paid in full at that time, or in installments and at any periods, as shall be specified by the Board of Directors. All calls for payments on subscriptions shall carry the same terms with regard to all shares of the same class.

Section 3. Transfers. (a) Transfers of shares of the capital stock of the Corporation shall be made only on the books of the Corporation by the registered owner, or by his or her duly authorized attorney, with a transfer clerk or transfer agent appointed as provided in Section 5 of the Article of the Bylaws, and on surrender of the certificate or certificates for those shares properly endorsed and with all taxes paid.

(b) The person in whose name shares of stock stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes. However, if any transfer of shares is made only for the purpose of furnishing collateral security, and that fact is made known to the Secretary of the Corporation, or to the Corporation's transfer clerk or transfer agent, the entry of the transfer may record that fact.

Section 4. Lost, Destroyed, or Stolen Certificates. No certificate for shares of stock in the Corporation shall be issued in place of any certificate alleged to have been lost, destroyed, or stolen except on production of evidence, satisfactory to the Board of Directors, of that loss, destruction or theft, and, if the Board of Directors so requires, upon the furnishing of an indemnity bond in such amount (but not to exceed twice the value of the shares represented by the certificate) and with such terms and surety as the Board of Directors may, in its discretion, require.

Section 5. Transfer Agent and Registrar. The Board of Directors may appoint one or more transfer agents or transfer clerks and one or more registrars, and may require all certificates for shares to bear the signature or signatures of any of them.

Section 6. Issuance of Preferred Stock. The Corporation may issue those shares of Preferred Stock, if any, as authorized by the Articles of Incorporation upon the majority vote of the Board of Directors.

Section 7. Record Date and Closing Stock Books. The Board of Directors may fix a time in the future as a record date for the determination of the shareholders entitled to notice of and to vote at any meeting of shareholders or entitled to receive any dividend or distribution, or any allotment of rights, or to exercise rights in respect to any change, conversion or exchange of shares. The record date so fixed shall be not more than sixty (60) days nor less than ten (10) days prior to the date of the meeting nor more than sixty (60) days before any other action. When a record date is so fixed, only shareholders who are such of record on that date are entitled to notice of and to vote at the meeting or to receive the dividend, distribution or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date.

The Board of Directors may close the books of the Corporation against transfers of shares during the whole or any part of a period not more than sixty (60) days prior to the date of shareholders meeting, the date when the right to any dividend distribution or allotment of rights vests, or the effective date of any change, conversion or exchange of shares.

ARTICLE VI

Miscellaneous

Section 1. Deposits. The Board of Directors shall by resolution select such banks, trust companies, or other depositories in which all funds of the Corporation shall, from time to time, be deposited to the credit of the Corporation and shall by

resolution designate such officer(s) who shall have authority to withdraw such funds by their signatures.

Section 2. Checks and Drafts. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by resolution of the Board of Directors.

Section 3. Execution of Contracts and Other Instruments. The Chairman of the Board, if any, the President, the Executive Vice President, if any, and the Secretary or any Assistant Secretary, if any, or the Treasurer or any Assistant Treasurer, if any, when required, are hereby authorized to execute any contract or other instrument on behalf of the Corporation in the ordinary course of business. The Board of Directors, except as in these Bylaws otherwise provided, also may authorize any other officer or officers to enter into any contract or execute any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no other officer shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 4. Voting Securities Held By The Corporation. Unless otherwise ordered by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to attend, act, and vote at any meeting of security holders of other corporations in which the Corporation may hold securities. At that meeting the President shall possess and may exercise any and all rights and powers incident to the ownership of those securities which the Corporation might have possessed and exercised if it had been present. The President shall have authority to substitute another person by proxy to attend and vote such shares.

Section 5. Fiscal Year. The fiscal year of this Corporation shall end on the last day of December each year.

ARTICLE VII

Shareholder Inspection Rights

Section 1. Inspection of Corporate Records. (a) Upon written request of any shareholder, the Treasurer of the Corporation shall mail to the shareholder the Corporation's balance sheet and statement of income for the preceding fiscal year and, if prepared by the Corporation, the Corporation's statement of source and application of funds for such fiscal year.

(b) Upon at least 10 days written request to the Secretary of the Corporation, any shareholder of record may examine in person or by agent or attorney, during usual business hours, the Corporation's Articles of Incorporation, Bylaws, any other organizational documents, minutes of shareholders' meetings, records of shareholders and make copies (at such shareholder's own expense) of such records. Unless otherwise agreed in writing, the inspection shall take place at the place(s) where the minutes and records are normally kept by the Corporation.

Section 2. Inspection of Bylaws. The Corporation shall keep in its registered office the original or a copy of these Bylaws as amended to date, certified by the Secretary. The Bylaws shall be open to inspection by any shareholder during usual business hours, upon 5 days written notice to the Secretary of the Corporation.

ARTICLE VIII

Amendments

Section 1. Power of Shareholders. New Bylaws may be adopted or these Bylaws may be amended or repealed by majority vote of the Board of Directors or the shareholders, except as otherwise provided by law or by the Article of Incorporation.

Certificate of Authority from Secretary of State



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Communications Network Billing, Inc.
FL 8
200 S VIRGINIA ST
RENO, NV 89501-2403

June 13, 2012

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # :	688565	Formation Locale:	NEVADA
Filing Type:	Corporation For-Profit - Foreign	Date Formed:	05/27/2003
Filing Date:	06/13/2012 11:28 AM	Fiscal Year Close	12
Status:	Active	Annual Rpt Due:	04/01/2013
Duration Term:	Perpetual	Image # :	7062-2306

Document Receipt

Receipt # : 770083	Filing Fee:	\$600.00
Payment-Check/MO - Communications Network Billing, Inc., RENO, NV		\$600.00

Registered Agent Address:
INCPOR SERVICES, INC.
STE 317
216 CENTERVIEW DR
BRENTWOOD, TN 37027-3226

Principal Address:
FL 8
200 S VIRGINIA ST
RENO, NV 89501-2403

Congratulations on the successful filing of your **Certificate of Authority** for **Communications Network Billing, Inc.** in the State of Tennessee which is effective on the date shown above.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.


Tre Hargett
Secretary of State

Processed By: Darlene Baskin

State of Tennessee



Department of State
Corporate Filings

312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(FOR PROFIT)

For Office Use Only

FILED

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:

1. The name of the corporation is Communications Network Billing, 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.]

2. The state or country under whose law it is incorporated is Nevada

3. The date of its incorporation is May 27, 2003 (must be month, day, and year), and the period of duration, if other than perpetual, is _____

4. The complete street address (including zip code) of its principal office is
200 S. Virginia, 8th Fl., Reno, NV 89501 Washoe
Street City State/County

5. 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
216 Centerview Drive, Suite 317 Brentwood, TN 37027 Williamson County
Street City State/County
Registered Agent Incorp Services, Inc.

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)
Cristina M. Tucker President 200 S. Virginia, 8th Fl., Reno, NV 89501
Cristina M. Tucker Secretary 200 S. Virginia, 8th Fl., Reno, NV 89501

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)
Cristina M. Tucker 200 S. Virginia, 8th Fl., Reno, NV 89501

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____. NOTE: Additional filing fees may apply. See Section 48-25-102(d).

9. The corporation is a corporation for profit.

10. 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) 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.]

May 11, 2012
Signature Date
President
Signer's Capacity

Communications Network Billing, Inc.

Name of Corporation

Signature

Cristina M. Tucker

Name (typed or printed)

SS-4431 (Rev. 2/08)

Filing Fee: \$600

Current Financial Statement

12:46 PM
07/19/12
Cash Basis

Communications Network Billing, Inc.
Balance Sheet
As of June 30, 2012

	Jun 30, 12
ASSETS	
Current Assets	
Checking/Savings	
1010 - Comerica Checking	26,900.85
Total Checking/Savings	26,900.85
Other Current Assets	
1100 - Deposits	
1111 - HQ Workplaces	388.00
1115 - Prepaid RTC Escrow	2,058.73
Total 1100 - Deposits	2,446.73
Total Other Current Assets	2,446.73
Total Current Assets	29,347.58
TOTAL ASSETS	29,347.58
LIABILITIES & EQUITY	
Equity	
3000 - Common Stock	20.00
3200 - Paid-in Capital	9,980.00
3900 - Retained Earnings	-7,673.24
Net Income	27,020.82
Total Equity	29,347.58
TOTAL LIABILITIES & EQUITY	29,347.58

Communications Network Billing, Inc.
Profit & Loss
January through June 2012

07/19/12

Cash Basis

Ordinary Income/Expense	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	TOTAL
Income							
4020 - Revenue							
4022 - Revenue Trail Receipts	249,630.63	248,476.72	207,055.55	185,567.33	233,528.48	369,787.70	1,494,046.41
4023 - Contra Revenue Account	-249,630.63	-248,476.72	-207,055.55	-185,567.33	-233,528.48	-369,787.70	-1,494,046.41
4024 - Reconciled Revenue	388,151.15	401,796.45	322,561.75	313,541.18	403,967.52	568,277.91	2,398,295.96
Total 4020 - Revenue	388,151.15	401,796.45	322,561.75	313,541.18	403,967.52	568,277.91	2,398,295.96
Total Income	388,151.15	401,796.45	322,561.75	313,541.18	403,967.52	568,277.91	2,398,295.96
Cost of Goods Sold							
5010 - Telecommunications - Wholesale							
5013 - P/CC Charges	2,328.16	2,271.50	2,055.77	2,108.62	1,877.23	1,677.81	12,319.09
5014 - P/CD Charges	0.00	0.00	0.00	29.08	0.00	0.00	29.08
5010 - Telecommunications - Wholesale - Other	26,005.42	28,601.20	28,187.12	31,269.26	32,132.97	31,612.07	177,788.04
Total 5010 - Telecommunications - Wholesale	28,333.58	30,872.70	30,222.89	33,406.96	34,010.20	33,289.88	190,136.21
5020 - Telemarketing Expense							
5021 - Telemarketing Expense	0.00	2,040.92	4,078.07	2,047.66	446.44	23.41	8,636.50
5022 - Leads Prequalification	11,065.47	13,824.00	14,464.33	18,182.51	15,033.76	22,445.25	95,005.32
5023 - Verification Expense	13,161.40	25,243.60	18,047.40	15,437.00	14,249.30	12,892.50	99,031.20
5020 - Telemarketing Expense - Other	7,290.08	71,094.00	43,554.00	61,190.00	40,488.00	29,071.00	252,687.08
Total 5020 - Telemarketing Expense	31,506.95	112,202.52	80,143.80	96,857.17	70,217.50	64,432.16	455,360.10
5400 - Clearing House Costs							
5401 - True Up Charge	6,563.31	9,889.95	-7,667.67	-12,149.70	-700.62	1,982.71	-2,072.02
5403 - Bad Debt Reserve	16,199.75	17,488.48	15,285.86	12,680.98	10,881.11	7,460.89	79,997.07
5404 - Bad Debt True Up	-6,636.99	-5,191.40	-5,524.55	-3,858.25	-3,073.76	-3,351.10	-27,636.05
5405 - Bill Fees	2,188.71	4,338.67	1,256.72	19,324.17	24,769.68	13,278.69	65,166.64
5407 - LEC Fees	117,633.98	124,183.19	109,588.20	109,592.17	135,723.32	175,576.84	772,476.70
5409 - Customer Credit	2,571.76	2,610.84	2,557.64	2,384.48	2,899.31	3,363.18	16,327.21
Total 5400 - Clearing House Costs	138,520.52	153,319.73	115,506.20	127,973.85	170,439.04	198,490.21	904,249.55
Total COGS	198,361.05	296,394.95	225,872.89	258,237.98	274,668.74	296,212.25	1,549,745.86
Gross Profit	189,790.10	105,401.50	96,688.86	55,303.20	129,300.78	272,065.66	848,550.10
Expense							
6110 - Insurance	250.00	0.00	0.00	0.00	500.00	0.00	750.00
6175 - Filing Fee	0.00	0.00	0.00	0.00	0.00	5,560.00	5,560.00
6210 - Professional Fees							
6212 - Accounting	0.00	150.00	650.00	0.00	4,785.00	277.50	5,862.50
6214 - Legal Fees	0.00	1,526.08	0.00	0.00	0.00	4,000.00	5,526.08
6217 - RTC Fees	903.35	1,374.60	1,224.60	1,384.60	1,254.60	2,400.00	8,541.75
Total 6210 - Professional Fees	903.35	3,050.68	1,874.60	1,384.60	6,039.60	6,677.50	19,930.33

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07/19/12

Cash Basis

Communications Network Billing, Inc.
Profit & Loss
 January through June 2012

	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	TOTAL
6235 • Office Supplies	0.00	0.00	127.99	0.00	0.00	0.00	127.99
6280 • Payroll Services	5.55	5.58	5.58	5.58	11.16	11.16	44.61
6290 • Postage and Delivery	0.00	10.40	8.03	0.00	15.83	80.91	115.17
6305 • Salaries	500.00	500.00	500.00	500.00	500.00	500.00	3,000.00
6320 • Salaries - Shareholder	500.00	500.00	500.00	500.00	500.00	500.00	3,000.00
Total 6305 • Salaries							
6350 • Taxes	54.75	58.05	58.05	58.05	58.05	58.05	345.00
6355 • Payroll	0.00	0.00	2,014.00	0.00	2,989.71	375.00	5,378.71
6363 • Franchise and State Taxes	0.00	0.00	0.00	0.00	0.00	0.00	-24.63
6366 • Public Utility Fee	0.00	-24.63	0.00	0.00	0.00	0.00	38,964.75
6369 • Fed Universal Service Fund	0.00	16,832.66	0.00	11,193.79	5,469.22	5,469.08	-17.21
6372 • State Universal Service Fund	0.00	0.00	-10.55	0.00	0.00	-6.68	12,123.06
6375 • RTC	1,811.11	1,603.37	1,927.01	3,290.49	1,516.86	1,974.22	1,388.85
6378 • LNP	0.00	213.97	471.39	227.69	0.00	475.80	16.38
6381 • SOW	0.00	3.82	7.62	1.67	0.00	3.27	58,174.91
Total 6350 • Taxes	1,865.86	18,687.24	4,467.52	14,771.69	10,033.84	8,348.76	1,253.50
6470 • Rent	199.00	199.00	199.00	218.72	238.78	199.00	36.44
6700 • Customer Service	0.00	13.98	0.00	0.00	13.98	8.48	36.44
6705 • Clerical Error Refund	0.00	13.98	0.00	0.00	13.98	8.48	36.44
Total 6700 • Customer Service							
6998 • Service Fee Expense	31,658.22	23,391.87	17,825.99	16,155.92	5,333.33	85,886.33	180,251.66
6999 • Royalty Expense	145,307.97	65,225.10	49,224.03	44,428.79	14,666.67	233,432.11	552,284.67
Total Expense	180,689.95	111,083.85	74,232.74	77,465.30	37,353.19	340,704.25	821,529.28
Net Ordinary Income	9,100.15	-5,682.35	22,456.12	-22,162.10	91,947.59	-68,638.59	27,020.82
Net Income	9,100.15	-5,682.35	22,456.12	-22,162.10	91,947.59	-68,638.59	27,020.82

Sample Invoice

COMMUNICATIONS NETWORK BILLING, INC.

ACCOUNT NUMBER: P0000
INVOICE DATE: 00/00/00

COMMUNICATIONS NETWORK BILLING, INC.

200 S. Virginia, 8th Floor
Reno, Nevada 89501

FOR BILLING INQUIRES: 1-XXX-XXX-XXXX
FOR SERVICE INQUIRES: 1-XXX-XXX-XXXX

John E. Doe
1 Drive
Anytown, NY 12345

PAST DUE CHARGES		\$0.00
CURRENT CHARGES		
DOMESTIC	\$0.00	
INTERNATIONAL	\$0.00	
FEDERAL TAX	\$0.00	
STATE TAX	\$0.00	
LOCAL/OTHER CHARGES	\$0.00	
TOTAL CURRENT CHARGES		\$0.00
TOTAL AMOUNT DUE BY 00/00/00		\$0.00

IMPORTANT: Please detach and return this portion with your payment

ACCOUNT	INVOICE DATE	CURRENT CHARGES	TOTAL AMOUNT DUE	AMOUNT ENCLOSED
(000) 000-0000	00/00/00	\$0.00	\$0.00	

John E. Doe
1 Drive
Anytown, NY 12345

PLEASE MAKE CHECKS PAYABLE TO:

Communications Network Billing, Inc.
200 S. Virginia, 8th Floor
Reno, Nevada 89501

A one-time late fee of 1.5% will be charged on any monthly invoice due for more than 30 days.

COMMUNICATIONS NETWORK BILLING, INC.

ACCOUNT NUMBER:

P0000

INVOICE DATE:

00/00/00

ORIGINATING NUMBER: (000) 000-0000

[illegible]

Bond

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 35BSBG68789

WHEREAS, Communications Network Billing, Inc. (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, Hartford Fire 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 15th day of May, 2012 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

Communications Network Billing, Inc.
Name of Company authorized by the TRA

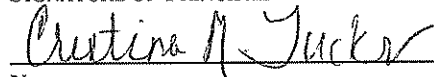
Hartford Fire Insurance Company
Name of Surety


Company ID # as assigned by TRA

One Hartford Plaza, Hartford, CT 06155
Address of Surety

SIGNATURE OF PRINCIPAL

SIGNATURE OF SURETY AGENT





Name:

Name: Leslie J. Payment

Title:

President

Title: Attorney-in-Fact

Address of Surety Agent:

15415 MIDDLEBELT ROAD
LIVONIA, MI 48154

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.)

Producer Compensation Notice



You can review and obtain information on The Hartford's
producer compensation practices at www.thehartford.com
or at 1-800-592-5717.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 35 351317

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED** :

KENNETH R. HALE, ROBIN R. BALLARD, PATRICIA A. PEREZ, LESLIE J. PAYMENT OF LIVONIA, MICHIGAN

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

} ss.

Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 15, 2012

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

Small & Minority Owned Telecommunications Business Participation Plan

COMMUNICATIONS NETWORK BILLING, INC.

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-212, as amended, Communications Network Billing, Inc. ("CNB") 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 resell intrastate and local exchange 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. CNB 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. CNB 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, CNB will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to CNB of such opportunities. CNB'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, CNB 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

CNB'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 CNB's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Cristina M. Tucker, President
Communications Network Billing, Inc.
200 S. Virginia, 8th Floor
Reno, Nevada 89501
Telephone: (800) 913-2042
Facsimile: (800) 757-2049

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 cooperates 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 CLECI 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

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

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

Communications Network Billing, Inc.

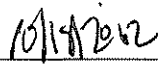
By:



Cristina M. Tucker

President

Dated:



IntraLATA Presubscription Implementation Plan

COMMUNICATIONS NETWORK BILLING, INC. (CNB)
IntraLATA Presubscription Implementation Plan

I. Purpose

The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls. CNB proposes to implement intraLATA toll dialing parity from the date it receives authority to provide local exchange services in Tennessee and has entered into interconnection arrangements with the ILECs. CNB proposes to provide toll dialing parity to the Chattanooga, Knoxville, Memphis and Nashville LATAs. Attached hereto are the exchange areas that CNB proposes to provide intraLATA toll dialing parity.

II. Carrier Selection Procedures

CNB will implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the implementation date.

CNB employees who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Business Office personnel will be prepared to make changes in customer records based upon requests from customers or carriers and direct customers to their chosen intraLATA carriers. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. CNB will implement a PIC change charge waiver period of 90 days.

New Customers

Customers who contact CNB requesting new telephone exchange service will be provided a list of telecommunications carriers available to provide interLATA toll service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including CNB, that provides intraLATA toll service in their exchange. The list of intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier will be identified within CNB's system as a "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" within CNB's systems will be required to dial 101XXXX to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier.

III. Customer Education/Notification

Customers will receive information explaining their opportunity to select an intraLATA

carrier a minimum of 30 days in advance of the offering of intraLATA toll dialing parity via a bill message. In addition, during the 30 days following implementation of intraLATA Dialing Parity, customers will receive a bill insert also explaining their opportunity to select an intraLATA carrier. CNB anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. Customer telephone directories will be updated as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier.

IV. Carrier Notification

Current interexchange carriers will be notified of CNB's intraLATA toll dialing parity implementation via letter approximately 90 days in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of CNB's implementation date. CNB needs notification in advance to include the carrier on the list of participating carriers in each CNB exchange. Certified carriers who enter the market after implementation will be added to the list of participating carriers within 30 days of notifying CNB.

CNB will provide subscriber listing information to carriers in "readily accessible" tape or electronic formats in a timely manner as requested through the processes that currently exist for the interLATA market. The process includes subscriber listing updates to carriers for new customers who choose that carrier or of existing customers of a carrier who revise their subscriber listing information. In addition, carriers can obtain complete subscriber listings in several formats. The provision of this information is in compliance with FCC Order No. 96-333, Paragraph 389.

CNB will comply with Part 51, Sections, 305, 307, 325, 327, 329, 331, 333 and 335 of the FCC Order in providing the required information and notice to the public of network changes. CNB plans to file a public notice with the FCC, with possible migration of the notice to the Internet process as described in Section 329. The notice will include network information as outlined in Section 327. The notice will be provided within the timeframes described in Sections 331-333. CNB will comply with all rules of the FCC and the TRA.

V. Non-Discriminatory Access

CNB will provide:

- non-discriminatory access to emergency services and services for the hearing and speech impaired;
- non-discriminatory access to local and long distance directory assistance and provision of local telephone directories to end users;
- non-discriminatory access to operator services;
- non-discriminatory access using standard dialing patterns to all interLATA and intraLATA long distance carriers, including 1+ and 0+ access to the customer's carrier of choice for interLATA calls; and
- non-discriminatory access to telephone numbers and number portability where technically and economically feasible.

VI. Slamming Policy

Verification of orders

CNB will not submit a change order for local exchange or intrastate toll service until the change order is confirmed in accordance with one of the following procedures:

(a) CNB has obtained the customer's written authorization to submit the order which includes the following information from the customer:

- (1) The customer billing name, billing telephone number and billing address and each telephone number to be covered by the change order;
- (2) The decision to change; and
- (3) The customer's understanding of the change fee.

(b) CNB has obtained the customer's authorization, as described in (a) of this subsection, electronically.

Calls to the number(s) shall connect a customer to a voice response unit, or similar, that records the required information regarding the change, including automatically recording the originating automatic number identification (ANI).

(c) An appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative has obtained the customer's oral authorization to submit the change order that confirms and includes appropriate verification data in (a) of this subsection.

Implementing order changes

(a) Telemarketing orders. Within three business days of any telemarketing order for a change, CNB will send each new customer an information package by first class mail containing at least the following information concerning the requested change:

- (1) The information is being sent to confirm a telemarketing order placed by the customer.
- (2) The name of the customer's current telecommunications company.
- (3) A description of any terms, conditions or charges that will be incurred.
- (4) The name of the newly requested telecommunications company.
- (5) The name of the person ordering the change.
- (6) The name, address and telephone number of both the customer and CNB.
- (7) A postpaid postcard which the customer can use to deny, cancel or confirm a service

order.

(8) A clear statement that if the customer does not return the postcard, the customer's service will be switched fourteen days after the date the information package was mailed. If customers have cancelled their orders during the waiting period, CNB cannot submit the customer's order.

(9) The name, address and telephone number of a contact point for consumer complaints.

(b) The documentation of the order shall be retained by CNB, at a minimum, for twelve months to serve as verification of the customer's authorization to change its telecommunications company. The documentation will be made available to the customer upon request.

(c) Customer initiated orders. CNB when receiving the customer initiated request for a change of local exchange and/or intrastate toll shall keep an internal memorandum or record generated at the time of the request. Such internal record shall be maintained by CNB for a minimum of twelve months to serve as verification of the customer's authorization to change telecommunications companies. The internal record will be made available to the customer upon request. Within three business days of the order, CNB will send each new customer an information package by first class mail containing at least the following information concerning the request to change.

List of Exchanges

Adams-Cedar Hill	Arlington	Ashland City	Athens
Bean Station	Bells	Bent Creek	Benton
Bethel Springs	Big Sandy	Blanche	Bolivar
Brownsville	Bulls Gap	Camden	Carthage
Cedar Grove	Centerville	Charleston	Charlotte
Chattanooga	Chestnut Hill	Clarksville	Cleveland
Clinton	Collierville	Columbia	Copper Basin
Covington	Cross Plains	Culleoka	Cumberland City
Cumberland Gap	Cunningham	Dandridge	Dayton
Decatur	Dickson	Dover	Dyer
Dyersburg	Eagleville	East Sango	Elkton
Etowah	Fairview	Fayetteville	Flintville
Franklin	Fredonia	Gallatin	Gatlinburg
Georgetown	Gibson	Gleason	Goodlettsville
Grand Junction	Greenback	Greenbrier	Greenfield
Halls	Hampshire	Harriman	Hartsville
Henderson	Hendersonville	Henning	Hohenwald
Hornbeak	Humboldt	Huntington	Huntland
Jackson	Jasper	Jefferson City	Jellico
Kenton	Kingston	Kingston Springs	Knoxville
LaFollette	LaGrange	Lake City	Lawrenceburg
Lebanon	Lenoir City	Lewisburg	Lexington
Loudon	Lyles	Lynchburg	Lynnville
Madisonville	Manchester	Maryville	Mascot
Maynardville	McEwen	McKenzie	Medina
Memphis	Middleton	Milan	Morristown
Moscow	Mt. Pleasant	Murfreesboro	Nashville
Newbern	Newport	Normandy	Norris
N. Spring Hill	Oak Ridge	Old Hickory	Oliver Springs
Palmyra	Paris	Petersburg	Pleasant View
Portland	Pulaski	Ridgely	Ripley
Rockwood	Rogersville	Sango	Santa Fe
Savannah	Selmer	Sevierville	Sewanee
Shelbyville	Smyrna	Sneedville	Soddy-Daisy
Solway	Somerville	S. Cunningham	S. Fredonia
S. Pittsburgh	Spencer Mill	Spring City	Springfield
Spring Hill	Summertown	Surgoinsville	Sweetwater
Tiptonville	Trenton	Triune	Troy
Tullahoma	Union City	Vanleer	Wartrace
Watertown	Waverly	W. Sweetwater	W. Whiteville
White Bluff	White House	White Pine	Whiteville
Whitewell	Williamsport	Winchester	

County Wide Calling Compliance

The Applicant is familiar with the county-wide calling requirements pursuant to T.C.A. Section 65-21-114, and has procedures in place that will allow compliance.