

NEW APPLICATION



Arizona Corporation Commission
DOCKETED

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October 9, 2003
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AZ CORP COMMISSION
DOCUMENT CONTROL

210 N. Park Ave.
Winter Park, FL
32789

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P.O. Drawer 200
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32790-0200

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

T-04213A-03-0751

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

RE: Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services for **T.N.C., Inc.**

Dear Sir/Madam:

Enclosed for filing are the original and thirteen (13) copies of an application and proposed tariff filed on behalf of T.N.C., Inc. The Company respectfully requests the earliest possible effective date for this filing.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self - addressed, stamped envelope enclosed for this purpose. Any questions you may have regarding this filing may be directed to me at 407-740-8575 or via email at mbyrnes@tminc.com.

Sincerely,

Monique Byrnes, Consultant to
T.N.C., Inc.

Enclosures
MB/mg

cc: C.Canfield - Telenational
file: Telenational - AZ
tms: 5553AZi0300

If the Applicant wants to provide any type of Non-Customer Owned Pay Telephone ("COPT") telecommunications services in Arizona, provide the Arizona Corporation Commission ("Commission") with information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity ("CC&N") will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus thirteen (13) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure you use the Application form dated July 14, 2003. Also, make sure you answer each numbered item and part of the item in each section of the Application form. If you do not use the correct Application form and/or do not complete any of the numbered item(s), Staff will request the Applicant to re-submit the Application form and/or complete any of the numbered item(s) and part of the item in a data request. In order for Staff to review your Application, complete the following form. Thank you.

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide Intradate Telecommunications Services

Mail original plus thirteen (13) copies of completed application to:

For Docket Control Only: (Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

Type of Service:

Docket No.: _____ Date Docketed: _____

Type of Service:

Docket No.: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer the appropriate numbered items:

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
Alternative Operator Services Telecommunications Services (Answer Sections A, B).

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

T.N.C., Inc.
7310 Woolworth Avenue
Omaha, Nebraska 68124
Phone: 402-392-1110
Fax: 402-392-7583
Toll-Free: 800-636-5436
Website: www.T.N.C.net

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Not Applicable.

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Christopher J. Canfield - CEO & President
T.N.C., Inc.
7310 Woolworth Avenue
Omaha, Nebraska 68124
Phone: 402-392-1110
Fax: 402-392-7583
Toll-Free: 800-636-5436
E-Mail: chris@T.N.C.net

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Contact for this Application:
Monique Byrnes, Consultant to T.N.C., Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, Florida 32790-0200
Telephone: 407-740-8575
Facsimile: 407-740-0613
E-Mail: mbyrnes@tminc.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

Contact for Ongoing Operations:
Christopher J. Canfield - CEO & President
T.N.C., Inc.
7310 Woolworth Avenue
Omaha, Nebraska 68124
Phone: 402-392-1110
Fax: 402-392-7583
Toll-Free: 800-636-5436
E-Mail: chris@T.N.C.net

(A-7) What type of legal entity is the Applicant?

- Sole proprietorship
- Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- Limited Liability Company: _____ Arizona, _____ Foreign
- Corporation: "S", _____ "C", _____ Non-profit, _____ Arizona, _____ Foreign
- Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership.

(A-9) Include your Tariff as "Attachment B":

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (Tariff Pages 29-30).
2. Tariff Maximum Rate and Prices to be Charged (Tariff Pages 25-27).
3. Terms and Conditions Applicable to provision of Service (Tariff Pages 10-21).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (Tariff Page 14).
5. The proposed fee that will be charged for returned checks (Tariff Page 14).

(A-10) Indicate the geographic market to be served:

Statewide. (Applicant adopts statewide map of Arizona provided with this application).

Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners or managers have been or currently involved in any formal or informal complain proceedings pending before any state or federal regulatory commission, administrative agency or law enforcement agency.

Yes

No Not Applicable.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years:

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

Yes

No Not Applicable.

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

T.N.C. does not collect deposits from Customers (Please see Page 14 of the proposed tariff). T.N.C.'s most recent financial statements as of March 31, 2002 are included with this application as "Attachment D."

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachments "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

Yes

No

T.N.C. will utilize Sprint; Qwest; Cable & Wireless; BCE-Teleglobe; Global Crossing; TeleDanmark; and BellSouth LD as their underlying carriers.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

Note: If the Applicant is currently approved to provide telecommunication services that the Applicant intends to provide in Arizona in less than six (6) states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed, provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

T.N.C. has never been denied certification in any state. Please see question (A-19) for states in which they are certified to conduct telecommunication services similar to those in Arizona.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunication services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience and years of service in the telecommunications services industry.

T.N.C. is a forced fictitious name in Arizona. The Company is incorporated and has authority to operate as Telenational Communications, Inc. in the following states: Alabama, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Vermont, Washington, West Virginia, Wisconsin and Wyoming.

(A-20) List the names and address of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

Not Applicable.

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes

No

If "No," explain why and give the date on which the Applicant began operations.

T.N.C.'s most recent financial statements as of December 31, 2002 are included with this application as "Attachment D."

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Not Applicable.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional

end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

Please see "Attachment E."

**C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES
Not Applicable.**

(C-1) Indicate if the Applicant has a resale agreement in operation.

Yes

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

**D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL
EXCHANGE TELECOMMUNICATIONS SERVICES**

Not Applicable.

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in the State of Arizona:

(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

Decision # 64178 Resold Long Distance

Decision # 64178 Resold LEC

Decision # 64178 Facilities Based Long Distance

Decision # 64178 Facilities Based LEC

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Not Applicable.

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59241:

Yes

No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

Yes

No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes

No

AFFIDAVIT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

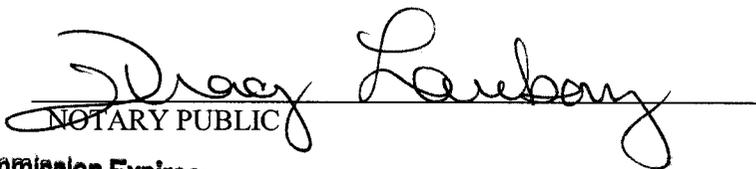
I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



Christopher J. Canfield - CEO & President
T.N.C., Inc.

10/2/03
Date:

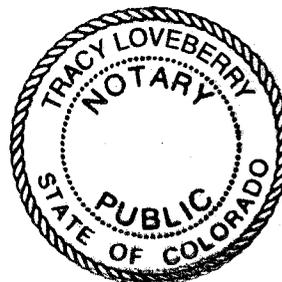
SUBSCRIBED AND SWORN to before me this 2 day of ^{October}~~September~~ 2003.



NOTARY PUBLIC

My Commission Expires:
01/25/2006

My Commission Expires _____



T.N.C., Inc.

Attachment A

Articles of Incorporation

Arizona Certificate of Good Standing

Officers and Directors

Stockholders

**CERTIFICATE OF INCORPORATION
OF
TELENATIONAL COMMUNICATIONS, INC.**

ARTICLE ONE

The name of the corporation is **TELENATIONAL COMMUNICATIONS, INC.**

ARTICLE TWO

The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is Corporation Trust Company.

ARTICLE THREE

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The corporation shall have authority to issue One Thousand (1,000) shares of common stock, with par value at \$.0001 per share, to be issued as and when the Board of Directors shall determine.

ARTICLE FIVE

The Board of Directors of the corporation shall have the power to adopt, amend, and repeal any or all of the Bylaws of the corporation.

ARTICLE SIX

Meetings of the stockholders of the corporation may be held within or without the State of Delaware, as the Bylaws may provide. The books of the corporation may be kept (subject to any provision contained in the Delaware General Corporation Law) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the corporation.

ARTICLE SEVEN

To the fullest extent permitted by Delaware General Corporation Law as the same exists or may hereafter be amended: (i) a director shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, (ii) the corporation shall indemnify, defend and hold harmless any and all of its existing and former directors, advisory directors, officers, employees and agents from and against any and all losses, claims, damages, expenses, fees, or liabilities, whether joint or several, incurred by each of them, including but not limited to all legal fees, judgments, penalties or amounts paid in defense, settlement or compromise, all of which may arise or be incurred, rendered, or levied in any legal action, or administrative proceeding brought or threatened against any of them by reason of the fact that such person is or was a director, advisory director, officer, employee or agent of the corporation.

ARTICLE EIGHT

The name and mailing address of the incorporator is as follows:

W. Dean Spies
9601 Katy Freeway, Suite 200
Houston, Texas 77024

ARTICLE NINE

The initial Board of Directors of the corporation shall consist of three (3) person(s). The names and mailing address(es) of the person(s) to serve as the initial director(s) are:

Phillip S. Magiera
One Colonial Road
Dover, Massachusetts 02030

Jonathan Y. Hicks
101 North Waukegan, Suite 930
Lake Bluff, IL 60044

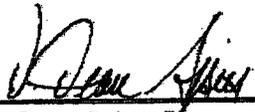
Edward P. Mooney
100 California Street, Suite 1400
San Francisco, CA 94111

ARTICLE TEN

The corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the Delaware General Corporation Law.

I, **THE UNDERSIGNED**, for the purposes of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true.

DATED this 30th day of May, 1997.



W. Dean Spies, Incorporator

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "TELENATIONAL COMMUNICATIONS, INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF MAY, A.D. 1997, AT 5:30 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

2756936 8100

971177852

AUTHENTICATION:

3490184

DATE:

06-02-97

Delaware

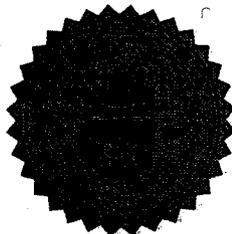
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TELENATIONAL COMMUNICATIONS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF FEBRUARY, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "TELENATIONAL COMMUNICATIONS, INC." WAS INCORPORATED ON THE THIRTIETH DAY OF MAY, A.D. 1997.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1596836

DATE: 02-05-02

2756936 8300

020075028

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, James G. Jayne, Interim Executive Secretary of the Arizona Corporation Commission, do hereby certify that

*****T.N.C., INC. (FN)*****

a foreign corporation organized under the laws of Delaware did obtain authority to transact business in the State of Arizona on the 26th day of June 2002.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 5th Day of September, 2003, A. D.



Interim Executive Secretary

By

Officers and Directors

T.N.C., Inc. is a wholly owned subsidiary of Apex Acquisition, Inc. The sole shareholder of Apex Acquisition, Inc. is Christopher J. Canfield.

The following individuals are officers and directors of T.N.C., Inc. and can be reached at the company's corporate headquarters at 7310 Woolworth Avenue, Omaha, NE 68124:

Officers/Directors:

Christopher J. Canfield	CEO & President
Michael P. Prachar	COO & Vice President
Nancy L. Moorfield	Senior Manager of Operations
Bruce Wallace	Sr. Facilities Manager

Stockholders:

Name	Address	No. Shares of Common Stock
Christopher J. Canfield	7310 Woolworth Avenue, Omaha, Nebraska 68124	70%
Michael P. Pracher	7310 Woolworth Avenue, Omaha, Nebraska 68124	30%

T.N.C., Inc.

Attachment B

Proposed Tariff

Your Tariff must include the following information:

- | | | |
|----|--|--------------------|
| 1. | Proposed Rates and Charges for each service offered: | Tariff Pages 29-30 |
| 2. | Tariff Maximum Rate and Prices to be Charged: | Tariff Pages 25-27 |
| 3. | Terms and Conditions Applicable to provision of Service: | Tariff Pages 10-21 |
| 4. | Deposits, Advances, and/or Prepayments Applicable to provision of Service: | Tariff Page 14 |
| 5. | The proposed fee that will be charged for returned checks: | Tariff Page 14 |

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by T.N.C., Inc., ("T.N.C." or "Company") with principal offices at 7310 Woolworth Avenue, Omaha, Nebraska 68124, and a toll-free telephone number of 800-636-5436. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: 10/10/03

By:

Christopher J. Canfield, CEO & President
7310 Woolworth Avenue
Omaha, Nebraska 68124

Effective:

AZi0300

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*			
7	Original	*			
8	Original	*			
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16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

* - indicates those pages included with this filing.

Issued: 10/10/03

Effective:

By:

Christopher J. Canfield, CEO & President
7310 Woolworth Avenue
Omaha, Nebraska 68124

AZi0300

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Issued: 10/10/03

By:

Christopher J. Canfield, CEO & President
7310 Woolworth Avenue
Omaha, Nebraska 68124

Effective:

AZi0300

APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Arizona by T.N.C., Inc. subject to the jurisdiction of the Arizona Corporation Commission.

Issued: 10/10/03

By:

Christopher J. Canfield, CEO & President
7310 Woolworth Avenue
Omaha, Nebraska 68124

Effective:

AZi0300

SYMBOLS

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

Issued: 10/10/03

By:

Christopher J. Canfield, CEO & President
7310 Woolworth Avenue
Omaha, Nebraska 68124

Effective:

AZi0300

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ACC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are seven 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)
- D. Check Sheets** - When a tariff filing is made with the ACC, 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. remain the same, just revised revision levels on some sheets).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

ACC - Refers to the Arizona Corporation Commission.

Access - Access to the Company's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

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 Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Commission - Refers to the Arizona Corporation Commission.

Company or Carrier - T.N.C., Inc. unless otherwise clearly indicated by the content.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States vs. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate-switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Arizona.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

LATA - Local Area of Transport and Access.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

T.N.C. - Used throughout this tariff to refer to T.N.C., Inc.

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of T.N.C.

T.N.C.'s services and facilities are furnished for communications originating at specified points within the State of Arizona under terms of this Tariff.

T.N.C. provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. T.N.C. may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the T.N.C. services. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations of Service

- 2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by T.N.C. and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Liability of Company**

- 2.5.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service

2.6.1 Payment Arrangements

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

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

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont'd.)

2.6.2 Deposits

The Company does not require Customer Deposits.

2.6.3 Advance Payments

The Company does not require Advance Payments.

2.6.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona state law.

2.6.5 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Arizona law and Arizona Corporation Commission regulations.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont'd.)

2.6.6 Billing Dispute

- A. Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C. Customers may contact the Company's business office at the following toll-free number: 1-800-636-5436.
- D. If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007
Telephone: 602-5424251

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Taxes and Fees**

- A. All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- B. To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D. The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Pre-subscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Refunds or Credits for Service Outages or Deficiencies****2.8.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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

2.8.2 Inspection, Testing and Adjustment

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation or Termination of Service by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.10 Refusal or Discontinuance by Company

2.10.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. T.N.C. will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company, (Cont'd.)

2.10.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) days notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- C.** For use of telephone service for any purpose other than that described in the application.
- D.** For neglect or refusal to provide reasonable access to T.N.C. or its agents for the purpose of inspection and maintenance of equipment owned by T.N.C. or its agents.
- E.** For noncompliance with or violation of Commission regulation or T.N.C.'s rules and regulations on file with the Commission.
- F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect T.N.C.'s equipment or service to others.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company, (Cont'd.)

2.10.2 (Cont'd.)

- G.** Without notice in the event of tampering with the equipment or services owned by T.N.C. or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, T.N.C. may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Cost of Collection and Repair**

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

2.12 Interconnection

Service furnished by T.N.C. may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with T.N.C.'s service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.13 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of T.N.C.'s service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES

3.1 General

T.N.C. provides long distance, travel card and Directory Assistance services for communications originating and terminating within the State of Arizona. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers are billed based on their use of T.N.C.'s services and network.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the T.N.C. network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Rate Periods

The Company does not offer time-of-day rates.

3.4 Holidays

The Company does not offer Holiday rates.

3.5 Mileage Calculation

The Company does not offer distance-sensitive rates.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.6 Miscellaneous Rates and Charges****3.6.1 Public Telephone Surcharge**

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

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

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

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

Maximum Rate Per Call: \$0.60

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.7 USA Direct 4.9**

USA Direct 4.9 is a switched outbound service which is available to business and residential Customers for outbound calling from pre-subscribed lines. Calls are billed in six (6) second increments after the initial minimum period of eighteen (18) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. This service requires that the customer use electronic billing, where payment is made by credit card or automatic bank debit only. A Monthly Minimum Usage Fee applies if the customer does not meet the minimum monthly revenue requirement.

Maximum Rate Per Minute:	\$ 0.158
*Maximum Monthly Minimum Usage Fee:	\$ 3.98
*Maximum applies only if pre-tax usage is below:	\$30.00

3.8 USA Direct 5.9

USA Direct 5.9 is a switched outbound service which is available to business and residential Customers for outbound calling from pre-subscribed lines. Calls are billed in six (6) second increments after the initial minimum period of eighteen (18) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. A Monthly Minimum Usage Fee applies if the customer does not meet the minimum monthly revenue requirement.

Maximum Rate Per Minute:	\$ 0.158
*Maximum Monthly Minimum Usage Fee:	\$ 3.98
*Maximum applies only if pre-tax usage is below:	\$30.00

3.9 USA Direct 6.9

USA Direct 6.9 is a switched outbound service which is available to business and residential Customers for outbound calling from pre-subscribed lines. Calls are billed in six (6) second increments after the initial minimum period of eighteen (18) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Maximum Rate Per Minute:	\$ 0.138
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.10 Business Source Plus 2002**

Business Source Plus 2002 is a switched inbound/outbound service which is available to business Customers for inbound/outbound calling from pre-subscribed lines. Calls are billed in six (6) second increments after the initial minimum period of eighteen (18) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. This service requires that the customer use electronic billing, where payment is made by credit card or automatic bank debit only. A Monthly Minimum Usage Fee applies if the Customer does not meet the minimum monthly revenue requirement.

Maximum Rate Per Minute:	\$ 0.25
*Maximum Monthly Minimum Usage Fee:	\$ 3.98
*Maximum applies only if pre-tax usage is below:	\$30.00

3.11 Directory Assistance

Directory Assistance is available to Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Maximum Per Call Charge:	\$ 1.90
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3.12 Travel Card Service

Travel Card Service is available to residential and business Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds.

Maximum Per Minute Charge:	\$ 0.50
Maximum Per Call Charge:	\$ 1.00

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SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions

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

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SECTION 5 - CURRENT PRICE LIST

5.1 Public Telephone Surcharge

Per Call Charge: \$ 0.30

5.2 USA Direct 4.9

Rate Per Minute: \$ 0.0790

*Monthly Minimum Usage Fee: \$ 1.99

*Applies only if pre-tax usage is below: \$15.00

5.3 USA Direct 5.9

Rate Per Minute: \$ 0.0790

*Monthly Minimum Usage Fee: \$ 1.99

*Applies only if pre-tax usage is below: \$15.00

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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)

5.4 USA Direct 6.9

Rate Per Minute: \$ 0.0690

5.5 Business Source Plus 2002

Rate Per Minute: \$ 0.1250

*Monthly Minimum Usage Fee: \$ 1.99

*Applies only if pre-tax usage is below: \$15.00

5.6 Directory Assistance

Per Call Charge: \$ 0.95

5.7 Travel Card Service

Per Minute Charge: \$ 0.25

Per Call Charge: \$ 0.50

Issued: 10/10/03

Effective:

By:

Christopher J. Canfield, CEO & President
7310 Woolworth Avenue
Omaha, Nebraska 68124

AZi0300

T.N.C., Inc.

Attachment C

Legal Notice

**NOTICE OF APPLICATION FOR A CERTIFICATE
OF CONVENIENCE AND NECESSITY TO PROVIDE COMPETITIVE
RESOLD INTEREXCHANGE TELECOMMUNICATIONS SERVICES BY
T.N.C., INC.**

T.N.C., Inc. has filed with the Arizona Corporation Commission an application for a Certificate of Convenience and Necessity to provide competitive resold interexchange toll telecommunications services in the State of Arizona. Applicant will be required by the Commission to provide this service under the rates and charges and terms and conditions established by the Commission.

A.R.S. § 40-282 provides that the Commission may act on an application for a Certificate to provide resold telecommunications services without a hearing, or with a hearing, if one is requested by any party. Applicant or any other party must request a hearing within twenty (20) days of the date of this notice, or the Commission will rule on the application without a hearing.

The application, report of the Commission's Utilities Division Staff, and any written exceptions to the Staff report prepared by the applicant are available for inspection during regular business hours at the offices of the Commission located at 1200 West Washington Street, Phoenix, Arizona 85007, and at the Applicant's address, 7310 Woolworth Avenue, Omaha, Nebraska 68124.

Under appropriate circumstances, interested parties may intervene in the proceedings and participate as a party. Intervention shall be in accordance with A.A.C. R 14-3-105, except that all motions to intervene must be filed on or within twenty (20) days of the date of this notice. You may have the right to intervene in the proceeding, or you may make a statement for the record. If you have any comments, mail them to:

The Arizona Corporation Commission
Attention: Docket Control
RE: T.N.C., Inc.
Docket No.: _____
7310 Woolworth Avenue
Omaha, Nebraska 68124

All Comments should be received within twenty (20) days of the date of this notice.

If you have any questions about this application or have any objections to its approval, you may contact the Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, Arizona 85007 or call 1-800-222-7000.

The Commission does not discriminate on the basis of disability in admission to its public meetings. Persons with a disability may request a reasonable accommodations such as sign language, interpreter, as well as request this document in an alternative format, by contacting Shelley Hood, ADA Coordinator, voice phone number (602) 542-3931, E-Mail shood@cc.state.az.us. Requests should be made as early as possible to allow time to arrange the accommodation.

T.N.C., Inc.

Attachment D

Financial Statements

Telenational Communications, Inc.
Balance Sheet
as of December 31, 2002

December 31, 2002

ASSETS

Current Assets

Checking/Savings

1010 · Cash - Wells Fargo (#429)	380,194.83
1011 · Cash - Wells Fargo (#569)	-31,158.22
1012 · Cash - Wells Fargo (#439)	99,950.96

Total Checking/Savings	448,987.57
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Other Current Assets

1040 · Accounts Receivable	267,007.43
1070 · Allowance for Doubtful Accounts	-55,710.52
1030 · Petty Cash	500.00
1050 · Employee Advances	2,800.00
1120 · Prepaid Expenses	24,046.47

Total Other Current Assets	238,643.38
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Total Current Assets	687,630.95
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Fixed Assets

1500 · Furniture & Fixtures	40,184.18
1510 · Leasehold Improvements	12,446.71
1520 · Office Equipment	2,738.00
1540 · Computer Equipment	
1545 · Hardware	15,596.86
1550 · Software	12,295.45
Total 1540 · Computer Equipment	27,892.31

1560 · Switch & Peripheral Equipment

1565 · Switching Equipment	114,289.26
1570 · Switch Installation Cost	2,558.25

Total 1560 · Switch & Peripheral Equipment	116,847.51
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1700 · Accumulated Depreciaton

	-27,025.97
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Total Fixed Assets	173,082.74
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Other Assets

2700 · Deposits	96,500.00
1910 · Due to/from Apex	1,815.00

Total Other Assets	98,315.00
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TOTAL ASSETS	959,028.69
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Telenational Communications, Inc.

Balance Sheet

as of December 31, 2002

December 31, 2002

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

3010 · Accounts Payable

472,862.97

Total Accounts Payable

472,862.97

Other Current Liabilities

3120 · Accrued Payroll

29,845.90

3130 · Accrued Expenses

98,644.93

3150 · Misc Taxes Payable

14,061.46

3050 · Customer Deposits

31,664.20

Total Other Current Liabilities

174,216.49

Total Current Liabilities

647,079.46

Total Liabilities

647,079.46

Equity

5001 · Distributions

-150,000.00

5005 · Capital Stock

1,000.00

5030 · Retained Earnings

22,721.85

Net Income

438,227.38

Total Equity

311,949.23

TOTAL LIABILITIES & EQUITY

959,028.69

T.N.C., Inc.

Attachment E

Projected Financials

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

Total revenue - first 12 months: \$50,000

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

Total operating expenses - first 12 months: \$35,000

3. Provide the book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

Book value - first 12 months: \$0.00

4. If the projected value of all assets is zero, please specifically state this in your response.

The projected value of all assets is zero.

5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

Not Applicable.