

ORIGINAL
TELECOM
IFI
PROFESSIONALS, INC.

Judith A. Riley, J.D.

2912 Lakeside Drive, Suite 100
Oklahoma City, OK 73120

May 20, 2003

030570-11

COMMISSION
CLERK

JUN 24 AM 10:50

RECEIVED FPSC

Florida Public Utilities Commission
Attention: Division of Competitive
Markets and Enforcement Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Red River Networks LLC

Enclosed please find an original and six (6) copies of Application for Authority to Provide Interexchange Telecommunications Carriers, for Red River Networks LLC. Also enclosed is the application fee of \$ 250.00.

Please acknowledge receipt of this filing by stamping the duplicate letter of transmittal enclosed and returning it in the self-addressed stamped envelope.

If you have any questions, please contract me.

RECEIVED & FILED
Th
FPSC-BUREAU OF RECORDS

Sincerely,

Judith A. Riley
Judith A. Riley
Regulatory Consultant

Enclosures
cc: James W. Bannister

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check
JBR

03 JUN 24 AM 10:08

DISTRIBUTION CENTER

DOCUMENT NUMBER-DATE

05620 JUN 24 08

FPSC-COMMISSION CLERK

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

**Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida**

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 17).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Competitive Markets and Enforcement
Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

1. This is an application for \checkmark (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Red River Networks LLC

3. Name under which applicant will do business (fictitious name, etc.):

Red River Networks LLC

4. Official mailing address (including street name & number, post office box, city, state, zip code):

201 Robert S. Kerr, Suite 500

Oklahoma City, OK 73102

5. Florida address (including street name & number, post office box, city, state, zip code):

None

6. Select type of business your company will be conducting \sqrt (check all that apply):
- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
 - Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> | |

8. **If individual**, provide:

Name: N/A
Title: _____
Address: _____
City/State/Zip: _____

Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**
N/A

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**
N/A

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**
N/A

12. **If a limited liability company**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** M03000001046

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: N/A

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) The Florida registration number: N/A

15. Provide **F.E.I. Number** (if applicable): 30-0132931

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
(X) Yes () No

(b) If not, who will bill for your services?

Name: N/A

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

N/A

17. Who will receive the bills for your service?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATs providers | <input type="checkbox"/> PATs station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) _____ | |

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Judith A. Riley

Title: Regulatory Consultant

Address: 2912 Lakeside Dr.

City/State/Zip: Oklahoma City, OK 73120

Telephone No.: 405/755-8177 **Fax No.:** 405/755-8377

Internet E-Mail Address: jriley@telecompliance.net

Internet Website Address: www.telecompliance.net

(b) Official point of contact for the ongoing operations of the company:

Name: James W. Bannister

Title: President

Address: 201 Robert S. Kerr, Suite 500

City/State/Zip: Oklahoma City, OK 73102

Telephone No.: 405/236-2099 **Fax No.:** 405/236-2118

Internet E-Mail Address: woody@rriver.net

Internet Website Address: www.rriver.net

(c) Complaints/Inquiries from customers:

Name: Danny Bannister, Sr

Title: _____

Address: 1000 W. Wilshire, Suite 123

City/State/Zip: Oklahoma City, OK 73116

Telephone No.: 405/840-5116 **Fax No.:** 405-236-2118

Internet E-Mail Address: danny@rriver.net

Internet Website Address: www.rriver.net

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Applicant is a start-up company just obtaining its authority.

(b) has applications pending to be certificated as an interexchange telecommunications company.

Oklahoma, Texas, Louisiana, Mississippi,

Ohio, Nebraska and Missouri

(c) is certificated to operate as an interexchange telecommunications company.

Authority has been obtained in CO, NC and IA.

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

None

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None

(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

None

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

Natel, LLC

Company is no longer providing services.

21. The applicant will provide the following interexchange carrier services (check all that apply):

a. _____ **MTS with distance sensitive per minute rates**

_____ Method of access is FGA
_____ Method of access is FGB
_____ Method of access is FGD
_____ Method of access is 800

b. _____ **MTS with route specific rates per minute**

_____ Method of access is FGA
_____ Method of access is FGB
_____ Method of access is FGD
_____ Method of access is 800

c. **MTS with statewide flat rates per minute (not distance sensitive)**

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

d. **MTS for pay telephone service providers**

e. **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. **800 service (toll free)**

g. **WATS type service (bulk or volume discount)**

Method of access is via dedicated facilities

Method of access is via switched facilities

h. **Private line services (Channel Services)**

(For ex. 1.544 mbs., DS-3, etc.)

i. **Travel service**

Method of access is 950

Method of access is 800

j. **900 service**

k. **Operator services**

Available to presubscribed customers

Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).

Available to inmates

1. **Services included are:**

- _____ Station assistance
- _____ Person-to-person assistance
- _____ Directory assistance
- _____ Operator verify and interrupt
- _____ Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed). Attached as Exhibit 1

23. Submit the following:

A. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. Attached as Exhibit 2

B. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance. Attached as Exhibit 2

C. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated. Company was formed in December 2002 therefore year-end 2002 only is provided.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet; Attached as Exhibit 3
2. income statement; and Attached as Exhibit 3
3. statement of retained earnings.

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served. Attached Exhibit 4
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service. Attached Exhibit 4
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations. Attached Exhibit 4

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.

2. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Judith A. Riley
Print Name

Judith A. Riley
Signature

Regulatory Consultant
Title

6/23/03
Date

405/755-8177 405/755-8377
Telephone No. Fax No.

Address: _____
2912 Lakeside DR.
Oklahoma City, OK 73120

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

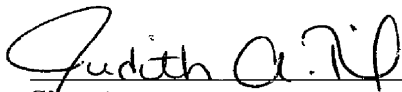
A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please check one):

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

Judith A. Riley
Print Name


Signature

Regulatory Consultant
Title

6/23/03
Date

405/755-8177
Telephone No.

405/755-8377
Fax No.

Address: _____
2912 Lakeside Dr. _____
Oklahoma City, OK 73120 _____

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT


By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

James W. Bannister

Print Name



Signature

President

Title

6-23-03

Date

405/236-2099

Telephone No.

405/236-2118

Fax No.

Address: _____

201 Robert S. Kerr, Suite 500

Oklahoma City, OK 73102

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (X) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?

- b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

James W. Bannister
Print Name


Signature

President
Title

6/23/03
Date

405/236-2099
Telephone No.

405/236-2118
Fax No.

Address: _____
201 Robert S. Kerr, Suite 500

Oklahoma City, OK 73102

EXHIBIT 1
PROPOSED TARIFF

TITLE SHEET

FLORIDA

INTEREXCHANGE TELECOMMUNICATIONS RESELLER TARIFF

OF

Red River Networks LLC
James W. Bannister, President
201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102
405-236-2099
800-860-9505

Issued:

Red River Networks LLC
James W. Bannister, President
201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102

Effective:

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•

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201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102

Effective:

CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of these pages.

<u>PAGE</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
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6	Original
7	Original
8	Original
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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

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James W. Bannister, President
201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102

Effective:

23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original
41	Original

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such Check Sheet shall include an (*) beside the applicable page number and the caption "Revision No. _".

SYMBOLS

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

- (C) To signify changed term or condition
- (D) To signify discontinued material
- (I) To signify rate increase
- (M) To signify material moved from or to another part of the tariff with no change, unless there is another change symbol present
- (N) To signify new material
- (R) To signify rate reduction
- (T) To signify a change in text but no change in rate, term or condition

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- 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 page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are five 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
- 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 pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102

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APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Florida.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Florida Public Service Commission and the Company's principal place of business:

Red River Networks LLC
201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at 800-860-9505.

•

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James W. Bannister, President
201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102

Effective:

SECTION 1 - TERMS AND ABBREVIATIONS

"Access" as used in this tariff means an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

"Authorization Code" is a numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

"Commission" means the Florida Public Service Commission.

"Company" means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context

"Customer" means any person, firm, partnership, cooperative corporation, corporation, or lawful entity that receives regulated telecommunications services provided by an entity reselling intrastate telecommunications services.

"Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Disconnection of service" means an arrangement made by the end-user or reseller for permanently discontinuing service by terminating the contract and/or removing the telephone service from the end-user's premises.

"End-user" means the customer to whom a telephone number is assigned.

"IXC" means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Florida borders.

"Initial Tariffs" means the first tariffs approved after, or in conjunction with, the granting of a Certificate of Convenience and Necessity.

"InterLATA call" means any call which is originated in one LATA and terminated in another LATA.

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Effective:

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of Florida, regardless of whether such call crosses state boundaries prior to reaching its termination point.

"LATA" means Local Access and Transport Area as defined in the Code of Federal Regulations, Title 47 Part 53.3.

"Letter of Agency" ("LOA") means the written authorization that gives permission to change the customer's telecommunications services and/or the customer's provider or to share that customer's network information with representatives or associates of the telecommunication company.

"Florida Public Service Commission (or "Commission")" means the regulatory body authorized by the laws of the State of Florida to regulate certain public utilities.

"Point of presence ("POP")" means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

"Prepaid Account" is an inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

"Prepaid Calling Card" is a card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

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"Reseller" means any person, partnership, cooperative corporation, corporation, or lawful entity that offers telecommunications services to the public through the use of the transmission facilities of other carriers or a combination of its own facilities and the transmission facilities of other carriers for resale to the public for profit.

"Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Service shall not include the provision of non telecommunications services, including but not limited to the printing, distribution, or sale of advertising in telephone directories, maintenance of inside wire, customer premises equipment and billing and collection, nor does it include the provision of mobile telephone service, enhanced services and other services which are not-regulated.

"Service provider" means any entity that offers a product or service to a customer, the charge for which appears on the bill of the billing agent. This definition shall include only providers that have continuing relationships with the end-user that will result in periodic charges on the end-user's bill, unless the service is subsequently canceled.

"Suspension of service" means an arrangement made at the initiative of the reseller for temporarily discontinuing service without terminating the contract or removing the telephone service from the customer's premises.

"Telecom Unit" is a measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.

"Telecommunications company" or **"Telecommunications carrier"** means a reseller.

"Telecommunications service" means service provided by a reseller including voice, data, and all other types of communications services, under the reseller's tariffs on file with the Commission.

"Territory" means the reseller's area of operation which may include the entire State of Florida or some specified portion thereof.

"Underlying carrier(s)" means the provider of facilities utilized by a reseller in the provisioning of its interexchange service to its customers

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Oklahoma City, OK 73102

Effective:

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Oklahoma City, OK 73102

Effective:

2.1 - UNDERTAKING OF COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Florida under terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. 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 the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 - LIMITATIONS

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 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.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Florida.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

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Red River Networks LLC
James W. Bannister, President
201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102

Effective:

2.3 - TRANSFER OR ASSIGNMENT

- 2.3.1 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- 2.3.2 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 - USE OF SERVICE

- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- 2.4.2 The use of the Company's service(s) 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.
- 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Florida.
- 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.
- 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
- 2.4.7 The Company's service(s) may be denied for nonpayment of charges or for other violations of this tariff.
-

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2.5 - LIABILITIES OF THE COMPANY

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.5.2 The Company shall not be liable for 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, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by an underlying carrier, by an 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 will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

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2.6 - DEPOSITS

- 2.6.1 The Company may, in order to safeguard its interests, require Customer to make a cash security deposit, irrevocable letter of credit or other means prior to or any time after the provision of Services to Customer (collectively called "Deposit"). The Deposit, to be held by the Company as a guarantee or security for the payment of charges incurred, may be drawn upon by the Company for any and all past due amounts, and may be increased at any time upon the Company's request and in its sole discretion. The Company's obligation to provide Services is contingent upon an initial and continuing credit approval by the Company. Additional Deposit amounts may be required after Services commence pending continuing review of issues which include but are not limited to Customer's monthly revenue, payment history, financial condition and as security against disputed amounts.

2.7 - BILLING AND BILLING DISPUTES

- 2.7.1 Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet.
- 2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due twelve (12) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill.
- 2.7.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount.

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2.7.5 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at 800-860-9505. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures set forth by the Florida Public Service Commission.

2.8 (RESERVED FOR FUTURE USE)

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2.9 - TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

2.10 - EQUIPMENT

2.10.1 The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission

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2.11 - PAYMENT FOR SERVICE

- 2.11.1 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.
- 2.11.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.12 - RETURNED CHECK CHARGE

- 2.12.1 If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$15.00.

2.13 - CANCELLATION OF SERVICE BY CUSTOMER

- 2.13.1 A Customer may cancel service by providing written or verbal notice to the Company.

2.14 - INTEREXCHANGE INTERCONNECTION FOR RESALE

- 2.14.1 Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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2.15 - DENIAL OR TERMINATION OF SERVICE

2.15.1 Service may be refused or terminated for any of the following reasons:

- (A) Nonpayment of a bill within the period prescribed in the Company's tariff.
- (B) Failure to make a security deposit.
- (C) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
- (D) Excessive or improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.

2.15.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

2.16 - DISCONNECTION AND NOTICE

2.16.1 When service to an end-user is disconnected for nonpayment of a bill for service after service has been suspended or failure to make a security deposit after a reasonable time, the Company shall give at least ten (10) days written notice to the end-user of the Company's intent to discontinue service. Notice shall be mailed by the Company to the end-user's address. Notice will be deemed given to the end-user three (3) days after mailing by the Company.

2.16.2 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.

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2.17 - REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

- 2.17.1 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

2.18 - INSPECTION, TESTING AND ADJUSTMENT

- 2.18.1 Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Company shall be made available to the Underlying Carrier or the Company for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.19 - CUSTOMER SERVICE

- 2.19.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

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SECTION 3 – TERMS AND CONDITIONS

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3.1 - GENERAL

- 3.1.1 Rates and timing of calls may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.
- 3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2. - TIMING OF CALLS

- 3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:
 - (A) Call timing begins when the called party answers the call (i.e., when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
 - (B) Chargeable time for calls ends when one of the parties disconnects from the call.
 - (C) Minimum call duration periods for billing purposes vary by service option.
 - (D) For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
 - (E) The Company will not 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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3.3 - CALCULATION OF DISTANCE ("V&H")

Usage charges for all mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The service wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the Customer's equipment and that of the destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the wire centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinate of each of the wire centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

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

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

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers.

Formula:

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

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3.4 - TIME OF DAY RATE PERIODS

3.4.1 The following rate periods apply to all service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD (Non-Day)						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD (Non-Day)						

* Up to, but not including

3.4.2 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

3.5 - HOLIDAYS AND RATES

Company recognized holidays include 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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3.6 - PROMOTIONAL OFFERINGS

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.

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SECTION 4 – DESCRIPTION OF SERVICES AND RATES AND CHARGES

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4.1 – SERVICE OFFERINGS

4.1.1 “1 Plus” Long Distance Service

This service permits Customer to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials “1+” followed by “ten digits” or dials “10xxxx” followed by “1+ ten digits”. The Company provides both retail and wholesale “1Plus” Services. Wholesale services are billed for each “leg” of the call and are routed through the Company’s own switch.

4.1.2 Travel Cards

The Customer utilizes an 11digit “toll-free” access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party. The Company provides both retail and wholesale Travel Cards.

4.1.3 Prepaid “1 Plus” Long Distance Service

The Customer utilizes an 11digit “toll-free” access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

4.1.4 800 Service (Toll Free)

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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4.1.5 Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Prepaid Calling Cards are available at a variety of face values. Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Prepaid Calling Card.

All calls must be charged against a Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's Call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Prepaid Calling Card prior to termination.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or the date of the last recharge, which ever is later. The Company will not refund unused balances.

A credit allowance for Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

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When a call charged to a Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

4.1.6 MeetMe Conference Calling

This service permits callers from several diverse locations to be connected together or a conference call by simply dialing a special phone number which automatically connects them into the conference.

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4.2 - RATES

4.2.1 "1 Plus" Long Distance Services

4.2.1.1 Retail "1 Plus"

Inbound \$0.089 per minute

Outbound \$0.089 per minute

A \$0.50 per call completion charge applies.

A Directory Assistance charge of \$0.75 applies.

Billed an initial thirty seconds and at six second increments thereafter.

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4.2.1.2 Pseudo CIC “1 Plus”

Inbound Tier A (Origination from an RBOC location)		\$0.0262
Inbound Tier B (Origination from a dominant carrier location)		\$0.0666
Inbound Tier C (Origination from all other locations)		\$0.0686
Outbound	RBOC	ITC
to Lata 448	\$0.0125 per minute	\$0.0247 per minute
to Lata 450	\$0.0125 per minute	\$0.0376 per minute
to Lata 452	\$0.0125 per minute	\$0.0287 per minute
to Lata 454	\$0.0133 per minute	\$0.0231 per minute
to Lata 456	\$0.0133 per minute	\$0.0297 per minute
to Lata 458	\$0.0125 per minute	\$0.0215 per minute
to Lata 460	\$0.0133 per minute	\$0.0280 per minute
to Lata 939	\$0.0202 per minute	\$0.0264 per minute
to Lata 952	\$0.0152 per minute	\$0.0181 per minute
to Lata 953	\$0.0235 per minute	\$0.0231 per minute

A Directory Assistance charge of \$0.43 applies.

Billed in six second increments.

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Effective:

4.2.1.3 Prepaid Pseudo CIC "1 Plus"

Inbound Tier A (Origination from an RBOC location)		\$0.0292
Inbound Tier B (Origination from a dominant carrier location)		\$0.0696
Inbound Tier C (Origination from all other locations)		\$0.0716
Outbound	RBOC	ITC
to Lata 448	\$0.0125 per minute	\$0.0247 per minute
to Lata 450	\$0.0125 per minute	\$0.0376 per minute
to Lata 452	\$0.0125 per minute	\$0.0287 per minute
to Lata 454	\$0.0133 per minute	\$0.0231 per minute
to Lata 456	\$0.0133 per minute	\$0.0297 per minute
to Lata 458	\$0.0125 per minute	\$0.0215 per minute
to Lata 460	\$0.0133 per minute	\$0.0280 per minute
to Lata 939	\$0.0202 per minute	\$0.0264 per minute
to Lata 952	\$0.0152 per minute	\$0.0181 per minute
to Lata 953	\$0.0235 per minute	\$0.0231 per minute

A Directory Assistance charge of \$0.43 applies.

Billed in six second increments.

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Effective:

4.2.2 Travel Cards

4.2.2.1 Retail Travel Cards

Inbound \$0.099 per minute

Outbound \$0.099 per minute

A \$0.50 per call completion charge applies.

A Directory Assistance charge of \$0.75 applies.

A \$0.10 per call connection fee applies.

Billed in sixty second increments.

4.2.2.2 Wholesale Travel Cards

Outbound \$0.0725 per minute

A Directory Assistance charge of \$0.43 applies.

Billed in sixty second increments.

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Effective:

4.2.3 Prepaid "1 Plus" Long Distance Service

Inbound	\$0.0575 per minute	
Outbound	RBOC	ITC
to Lata 448	\$0.0125 per minute	\$0.0247 per minute
to Lata 450	\$0.0125 per minute	\$0.0376 per minute
to Lata 452	\$0.0125 per minute	\$0.0287 per minute
to Lata 454	\$0.0133 per minute	\$0.0231 per minute
to Lata 456	\$0.0133 per minute	\$0.0297 per minute
to Lata 458	\$0.0125 per minute	\$0.0215 per minute
to Lata 460	\$0.0133 per minute	\$0.0280 per minute
to Lata 939	\$0.0202 per minute	\$0.0264 per minute
to Lata 952	\$0.0152 per minute	\$0.0181 per minute
to Lata 953	\$0.0235 per minute	\$0.0231 per minute

A Directory Assistance charge of \$0.43 applies.

Inbound leg is billed in sixty second increments.

Outbound leg is billed in six second increments.

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4.2.4 800 Service (Toll Free)

Inbound

from Lata 448	\$0.0255 per minute
from Lata 450	\$0.0287 per minute
from Lata 452	\$0.0239 per minute
from Lata 454	\$0.0239 per minute
from Lata 456	\$0.0207 per minute
from Lata 458	\$0.0223 per minute
from Lata 460	\$0.0207 per minute
from Lata 939	\$0.0319 per minute
from Lata 952	\$0.0319 per minute
from Lata 953	\$0.0287 per minute

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Outbound	RBOC	ITC
to Lata 448	\$0.0125 per minute	\$0.0247 per minute
to Lata 450	\$0.0125 per minute	\$0.0376 per minute
to Lata 452	\$0.0125 per minute	\$0.0287 per minute
to Lata 454	\$0.0133 per minute	\$0.0231 per minute
to Lata 456	\$0.0133 per minute	\$0.0297 per minute
to Lata 458	\$0.0125 per minute	\$0.0215 per minute
to Lata 460	\$0.0133 per minute	\$0.0280 per minute
to Lata 939	\$0.0202 per minute	\$0.0264 per minute
to Lata 952	\$0.0152 per minute	\$0.0181 per minute
to Lata 953	\$0.0235 per minute	\$0.0231 per minute

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Effective:

4.2.5 Prepaid Calling Cards

4.2.5.1 Pennytime Card

\$.01 Per Telecom Unit.

\$.49 Connectivity Fee.

\$.15 Bong Charge after first five minutes and at each three minute interval thereafter.

\$.05 Disconnect Fee.

Billed in one minute increments.

4.2.5.2 Nickeltime Card

\$.049 Per Telecom Unit.

\$.035 Bong Charge after first seven minutes and at each one minute interval thereafter.

\$.05 Disconnect Fee.

Billed in one minute increments.

4.2.5.3 Amchoice 10 Card

\$.10 Per Telecom Unit.

Billed in one minute increments.

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Effective:

4.2.6 MeetMe Conference Calling

4.2.6.1 RCC250 Plan

Conference Call Setup Fee \$1.99
Rate Per Minute \$0.25

Billed in sixty second increments.

4.2.6.2 RRC220 Plan

Conference Call Setup Fee \$2.99
Rate Per Minute \$0.22

Billed in sixty second increments.

4.2.6.3 RRC200 Plan

Conference Call Setup Fee \$3.99
Rate Per Minute \$0.20

Billed in sixty second increments.

4.2.6.1 RRC180 Plan

Conference Call Setup Fee \$5.99
Rate Per Minute \$0.18

Billed in sixty second increments.

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Effective:

4.3 – DIRECTORY ASSISTANCE

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

	<u>Per Inquiry</u>
Directory Assistance Charge (Unless otherwise indicated) -	\$0.95

Issued:

Red River Networks LLC
James W. Bannister, President
201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102

Effective:

4.4 – SPECIAL RATES

4.4.1 Discount for Hearing Impaired Customers:

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments for individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will result in the application of the evening rate for calls made during daytime hours and night rates for calls made during evening and night hours. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.4.2 Operator Assistance for Handicapped Persons:

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

4.4.3 Directory Assistance for Handicapped Persons:

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

4.4.4 Discount for Telecommunications Relay Service Intrastate Toll Calls

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

Issued:

Red River Networks LLC
James W. Bannister, President
201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102

Effective:

4.4.5 Customized Service Packages

Customized service packages and competitive pricing packages may be furnished at negotiated rates 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. All specialized pricing arrangements are subject to Commission review.

4.5 – PAYPHONE USE SURCHARGE

An undiscountable payphone use surcharge of \$.30 shall apply to each coinless call which the Company can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a Company calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access Company's service.

4.6 – FINANCE CHARGE

A finance charge in the amount of 1.5% monthly will be charged on any past due balances.

4.7 – RECONNECTION CHARGE

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

Issued:

Red River Networks LLC
James W. Bannister, President
201 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102

Effective:

EXHIBIT 2

MANAGERIAL AND TECHNICAL CAPABILITIES

Danny Bannister Jr.

201 Robert S Kerr #500.
Oklahoma City, OK 73102

Office Phone 405-236-2099 email address: dbannister@rriver.net

QUALIFICATIONS

My Primary qualifications are the evaluation of technologies, anticipation of trends within the industry, the negotiating of contracts, and to design and implement operational systems. I also feel that I have a strong skillset in relationship building and forming of strategic alliances resulting in strong and steady growth while maintaining profitability. I am deeply committed to the principles of financial discipline and reinvestment of profits into my company.

During 2000 and 2001 I deployed a nation wide next generation VOIP/ATM long distance network. To assure carrier class quality and reliability I have built the NaTel Network around high capacity Cisco gateways and routers.

I have secured numerous network connection contracts to carry traffic on The NaTel Network from facilities-based long distance carriers in need of high volume, cost-effective inbound and outbound transport. One such NaTel Network client is Verizon, a company formed through a merger between Bell Atlantic and GTE.

WORK HISTORY

1996-2001

CEO of NaTel LLC

Founded in 1996 and headquartered in Okla. City, NaTel has grown from 0-\$50,000,000 in annual revenues without the utilization of investors, nor venture capital. Through my extensive knowledge of the telecommunications industry and a strong management team consisting of my two partners James Bannister (brother) and Chad Dobbins, we have established NaTel as a profitable and primary national player in the Telecom industry.

In 1995-1996 I also served as a Consultant to AT&T, GTE, Wired Magazine, The Met, Young Presidents Organization, (International Branch), Blue Ridge Industries, and other corporations on intra and internet development. I was invited and participated in "The Aspen Summit", a think tank organized by Newt Gingrich to study the current and future applications of the Internet.

1994-1996

Founded and ran Internet Directory Services (IDS)

Sold (IDS) to Internet Publishing Company (IPubCo) in 1996

EDUCATION

1993

Received series 7 license for the sale and brokering of general securities.

1987-1991

North Texas University with studies in Physics and Mathematics with an emphasis in high energy physics.

Chad Dobbins

201 Robert S Kerr #500.

Oklahoma City, OK 73102

Office Phone 405-236-2099 email address: cwd@rriver.net

QUALIFICATIONS

My Primary qualifications are the overall knowledge of the telecom industry as a whole. In my 7 year experience, I have acquired the knowledge of sales, accounting, operations, and customer service in several parts of telecom. I have worked in telecom sales for the last 7 years. I am familiar with how a call is routed, from the local side, to the long distance side. I am also familiar with the correct forms that are used when signing a new business customer for long distance such as LOA's and Resporg forms. I am also familiar with the billing side. I have experience in the evaluation of CDR's to bill individual customers. I am also familiar with operations. I am familiar with the technologies of running a performing a working switch. Most import, I am familiar with handling customer complaints and working trouble tickets.

I am familiar with new technology as well. Upcoming technologies, such as VOIP connections, are one of the many new technologies I continue to work with.

WORK HISTORY

1996-2001

COO of NaTel LLC

Founded in 1996 and headquartered in Okla. City, NaTel has grown from 0-\$50,000,000 in annual revenues without the utilization of investors, or venture capital. Through my extensive knowledge of the telecommunications industry and a strong management team consisting of my two partners James Bannister and Danny Bannister, we have established NaTel as a profitable and primary national player in the Telecom industry. I have extensive knowledge in routing schemes, switching facilities, carrier connections, local providers, and the overall production of a beginning call to the end call.

1994-1996

Zenex Communications

I was responsible for all sales in long distance services to companies and to end users. I was also responsible for the sales of prepaid calling cards.

EDUCATION

1996

Oklahoma State University

BS in Marketing

James (Woody) Bannister

201 Robert S Kerr #500.
Oklahoma City, OK 73102

Office Phone 405-236-2099

Email address: woody@rriver.net

QUALIFICATIONS

My primary qualifications are the contract negotiation, product program sales, setup and maintenance. I also feel that I have strong skills in customer relations, building and forming strategic alliances resulting in strong and steady growth while maintaining profitability.

During 2000 and 2001 I assisted in deploying a nation wide next generation VOIP/ATM long distance network. Our goal with this network, was to assure carrier class quality and reliability.

I have secured numerous carrier connection contracts, on the Red River Network to provide our customers the most cost-effective inbound and outbound transport. I am deeply committed to the principles of financial discipline and reinvestment of profits into my company.

WORK HISTORY

1996-2001

President of NaTel LLC

Founded in 1996 and headquartered in Okla. City, NaTel grew from 0-\$50,000,000 in annual revenues without the utilization of investors, or venture capital. My personal extensive knowledge of the telecom industry, together with a strong management team consisting of my two partners Danny Bannister Jr. (brother) and Chad Dobbins, established NaTel as a profitable and primary national player in the Telecom industry.

1992-1996

Independent Sales Representative

I worked from my home, providing a wide variety of Long Distance products and Data services, in the Telecommunications industry.

1990-1992

Advanced Business Transport

I provided the Dallas business community with a reliable, safe, local transport option, for moving their business equipment from one location to another.

EDUCATION

1988-1990

Attended Brookhaven Jr. College, in Dallas

Timothy A. Schafer

January 2003

Adair, IA

Red River Networks LLC

- In January of 2003, Red River Networks LLC acquired the assets of DST Telecommunications Corporation. Red River Networks is a facilities based carrier. We are more dynamic and cost effective than ever.
- As well as being co-owner, I am the head of the Pre Paid Operations division of the company, in Adair, IA.

1997 to 2002

Adair, IA

DST Telecommunications Corporation

- In 1997, the telecom division of DST Corporation was formed as a "C" Corporation.
- I resigned from Agri-Drain at that time, to join Dianne in sales for the new division.
- In 1999, DST Corporation broke ground for their new building, to house the telecom division.
- Also in 1999, another property rental company, SSRB Corporation was formed by myself, Susan and Dianne Schafer, as well as some other family members. Currently, SSRB Corporation has 17 rental properties

January 1996

Adair, IA

DST Corporation

- In January of 1996, Myself, Susan and Dianne Schafer formed the business known as DST Corporation.
- The purpose of this business was to purchase rental properties. DST Corporation currently owns 13 rental properties.

January 1993

Adair, IA

Agri-Drain Corporation

- Agri-Drain Corporation purchased the publishing assets of Business Assistance Corporation.
- Agri-Drain Corporation also took over the in-house business operations.
- I stayed on in the capacity of Printing Department head.

During this time, myself and wife Susan, evolved Business Assistance Corporation into a property rental company. BAC currently owns 16 rental properties.

Business startup - September 1991

Adair, IA

Business Assistance Corporation

- Owner/operator.
- A pre-press publishing company.

This company was started while I was a student at American Institute of Business.

Education

Graduation – September 1992

Des Moines, IA

American Institute of Business

- Associates Degree in Business Administration (Sales and Marketing)

EXHIBIT 3
2002 FINANCIAL STATEMENTS
AND
2003 - 2006 PROFORMAS



May 23, 2003

To Whom It May Concern:

The attached Unaudited Balance Sheet and Income Statement for the Period Ending December 31, 2002 and ProFormas are represented to be true and accurate to the best of our knowledge. Additionally, regarding the ProFormas, there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'James W. Bannister', written over a light blue horizontal line.

James W. Bannister
President

A handwritten signature in black ink, appearing to read 'Terri G. Grimmett', written over a light blue horizontal line.

Terri G. Grimmett
Chief Financial Officer

Red River Networks LLC
Balance Sheet
December 31, 2002

ASSETS

Current Assets		
Cash - BOK Depository	\$	79.69
Total Current Assets		79.69
Property and Equipment		
Total Property and Equipment		0.00
Other Assets		
Zenex Customer List		27,666.67
Deposits		225.00
Total Other Assets		27,891.67
Total Assets	\$	27,971.36

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	13,744.94
Accounts Payable - Other		15,000.00
N/P - One World Communications		23,443.56
Total Current Liabilities		52,188.50
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		52,188.50
Capital		
Capital - A&M Investments, LLC		20,736.67
Capital - TRD Investments, LLC		20,736.67
Capital - GrayJack, L.P.		20,736.66
Net Income		<86,427.14>
Total Capital		<24,217.14>
Total Liabilities & Capital	\$	27,971.36

Red River Networks LLC
Income Statement
For the Twelve Months Ending December 31, 2002

	Current Month		Year to Date	
Revenues				
Income - Management Fees	\$ 197,952.94	100.00	\$ 225,619.61	100.00
Total Revenues	<u>197,952.94</u>	<u>100.00</u>	<u>225,619.61</u>	<u>100.00</u>
Cost of Sales				
Loop Cost - Cox Communications	<u>3,523.50</u>	1.78	<u>3,523.50</u>	1.56
Total Cost of Sales	<u>3,523.50</u>	<u>1.78</u>	<u>3,523.50</u>	<u>1.56</u>
Gross Profit	<u>194,429.44</u>	<u>98.22</u>	<u>222,096.11</u>	<u>98.44</u>
Expenses				
Bank Charges	22.75	0.01	22.75	0.01
Consulting Services	3,000.00	1.52	3,000.00	1.33
Contract Labor	23,933.34	12.09	23,933.34	10.61
Entertainment and Meals	20.00	0.01	20.00	0.01
Insurance - Health & Misc.	2,238.00	1.13	2,238.00	0.99
Internet & Cable Services	94.94	0.05	94.94	0.04
Maintenance & Repairs - Switch	2,390.27	1.21	2,390.27	1.06
Parking and Tolls	47.50	0.02	47.50	0.02
Tariff Consulting	10,000.00	5.05	10,000.00	4.43
Telephone - Office	1,766.27	0.89	1,766.27	0.78
Management Fee Expense	241,200.34	121.85	241,200.34	106.91
Management Fees-Prior ZNZ Acq.	<u>23,809.84</u>	<u>12.03</u>	<u>23,809.84</u>	<u>10.55</u>
Total Expenses	<u>308,523.25</u>	<u>155.86</u>	<u>308,523.25</u>	<u>136.74</u>
Net Income	\$ <114,093.81>	<57.64>	\$ <86,427.14>	<38.31>

RED RIVER NETWORKS LLC
PROFORMA INCOME STATEMENTS
FOR THE YEARS 2003 - 2006

	2003	2004	2005	2006	
Revenues					
Prepaid Calling Card	10,780,000	17,304,000	19,514,520	22,514,568	70,113,088
Competitive Exchange Local Carrier	4,635,000	8,854,800	13,115,147	19,674,288	46,279,235
Switched & Dedicated LD	1,345,000	1,747,200	2,074,919	2,579,472	7,746,591
Website Revenue	0	0	0	0	0
Public Service Programs	0	0	0	0	0
Commissions - Advertising	0	0	0	0	0
Total Gross Revenues	16,760,000	27,906,000	34,704,586	44,768,328	124,138,914
Cost of Goods Sold					
Carrier Expense - Prepaid	7,330,400	11,766,720	13,269,874	15,309,906	47,676,900
Competitive Local Carrier	2,873,700	5,489,976	8,131,391	12,198,059	28,693,126
Switched & Dedicated LD	874,250	1,135,680	1,348,697	1,676,657	5,035,284
Loop Expense - Cox	175,200	202,200	238,200	274,200	889,800
Resporg Expense	13,415	13,415	13,415	13,415	53,660
Circuit Expense - SS7	26,400	26,400	52,800	52,800	158,400
Cost of Cards - Printing	117,800	173,040	195,145	225,146	711,131
POS Transaction Fee	97,020	155,736	175,631	202,631	631,018
Cost of Big Change Sales	0	0	0	0	0
Total Cost of Goods Sold	11,508,185	18,963,167	23,425,153	29,952,813	83,849,318
Gross Profit	5,251,815	8,942,833	11,279,433	14,815,515	40,289,596
Operating Expenses					
Accounting	15,000	15,000	20,000	20,000	70,000
Advertising	180,000	210,000	240,000	270,000	900,000
Auto Expense	38,000	38,000	38,000	38,000	152,000
Bad Debt	41,900	69,765	86,761	111,921	310,347
Bank Charges	6,000	6,000	6,000	6,000	24,000
Billing Fees	78,000	85,800	94,380	103,818	361,998
Commissions	243,805	328,666	399,103	514,836	1,486,409
Consulting Fees	100,000	150,000	175,000	175,000	600,000
Contract Labor	176,400	176,400	176,400	176,400	705,600
Credit Card Fees	14,400	16,800	19,200	21,600	72,000
Customer Service Fees	10,500	6,000	6,000	6,000	28,500

RED RIVER NETWORKS LLC						
PROFORMA INCOME STATEMENTS						
FOR THE YEARS 2003 - 2006						
	2003	2004	2005	2006		
Equipment Rental	0	0	0	0	0	0
Insurance - Health	168,281	176,695	203,620	223,983	772,580	
Insurance - Property & Liability	12,470	16,776	18,612	21,324	69,182	
Insurance - W/C	14,411	12,632	14,442	15,887	57,372	
Legal	120,000	120,000	120,000	120,000	480,000	
Licenses & Tariff Fees	785,225	1,208,364	1,390,571	1,648,915	5,033,075	
Meals & Entertainment	9,000	9,000	9,000	9,000	36,000	
Office Expense	18,000	18,000	18,000	18,000	72,000	
Postage	48,000	48,000	48,000	48,000	192,000	
Printing	10,780	17,304	19,515	22,515	70,113	
Promotional Expenses	12,132	12,132	12,132	12,132	48,528	
Rent	157,705	157,705	157,705	157,705	630,819	
Repairs & Maintenance	9,000	9,000	9,000	9,000	36,000	
Salaries - Officers (3)	375,000	375,000	375,000	375,000	1,500,000	
Salaries - Other	1,808,475	1,913,966	2,188,251	2,407,076	8,317,768	
Software Expense	18,000	18,000	18,000	18,000	72,000	
Taxes - Payroll	218,347	228,897	256,325	278,208	981,777	
Telephone	155,568	155,568	155,568	155,568	622,272	
Travel	68,000	68,000	68,000	68,000	272,000	
Utilities	13,500	13,500	13,500	13,500	54,000	
Other Operating Expenses	14,340	0	0	0	14,340	
Total Operating Expenses	4,940,240	5,680,970	6,356,085	7,065,386	24,042,681	
Net Income from Operations	311,575	3,261,863	4,923,348	7,750,128	16,246,915	
Other Expenses						
Interest Expense	27,296	30,605	25,828	19,897	103,626	
Depreciation	80,000	80,000	80,000	80,000	320,000	
Total Other Expenses	107,296	110,605	105,828	99,897	423,626	
Net Income Before Income Taxes	204,279	3,151,258	4,817,520	7,650,232	15,823,289	

EXHIBIT 4

WRITTEN EXPLANATION OF SUFFICIENT FINANCIAL CAPABILITY

Applicant will service the entire state of Florida. The financial information provided herein reflects that Applicant has adequate financial capability to provide the services proposed herein, to maintain said services and to meet any lease and ownership obligations.