

TC97-135

DOCKET NO. _____

In the Matter of _____ IN THE MATTER OF THE
_____ APPLICATION OF ACCUTEL
_____ COMMUNICATIONS, INC. FOR A
_____ CERTIFICATE OF AUTHORITY TO
_____ PROVIDE TELECOMMUNICATIONS
_____ SERVICES IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

[illegible]

TC97-135

EARLY, LENNON, PETERS & CROCKER, P.C.

ATTORNEYS AT LAW
900 COMERICA BUILDING
KALAMAZOO, MICHIGAN 49007-4752
TELEPHONE (616) 381-8844
FAX (616) 349-8525

RECEIVED

JUL 28 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

GEORGE H. LENNON
JOHN T. PETERS, JR.
DAVID B. CROCKER
HAROLD E. FISCHER, JR.
LAWRENCE M. BRENTON
GORDON C. MILLER

BLAKE D. CROCKER
ROBERT M. TAYLOR
PATRICK D. CROCKER
ANDREW J. VONBRICH*
NICOLETTE G. HAHN**
ROBERT G. LENNON***

OF COUNSEL
VINCENT T. EARLY
RONALD C. HALLIN
THOMPSON BENNETT

JOSEPH J. BURGE
(1938 - 1982)

*Also admitted in Iowa.

**Also admitted in California and North Carolina.

*** Also admitted in New York, Illinois, and Washington, D.C.

June 24, 1997

Executive Director
South Dakota Public Utilities Commission
State Capitol
Pierre, South Dakota 57501-5070

Re: ACCUTEL COMMUNICATIONS, INC.

Dear Mr. Damgaard:

Enclosed for filing with the Commission please find an original and ten (10) copies of the above captioned corporation's Application for a Certificate of Authority to transact the business of a reseller of interexchange telecommunications services within South Dakota, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please date-stamp the duplicate and return same to me in the enclosed postage pre-paid, addressed envelope.

Should you have any questions concerning this filing, please contact me.

Very truly yours,

EARLY, LENNON, PETERS & CROCKER, P.C.

Patrick D. Crocker
PDC/ldt

TC97-135

RECEIVED

JUL 28 1997

BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF:

THE APPLICATION OF ACCUTEL
COMMUNICATIONS, INC. FOR)
A CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO TRANSACT THE BUSINESS)
OF A RESELLER OF INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES AND)
FOR APPROVAL OF ITS INITIAL TARIFF)

DOCKET NO. ____

APPLICATION FOR AUTHORIZATION

ACCUTEL COMMUNICATIONS, INC. (hereinafter "Applicant") respectfully requests that the Public Utilities Commission of the State of South Dakota (hereinafter referred to as "Commission") grant Applicant authority pursuant to SDCL 49-31-3 and in accordance with ARSD 20:10:24:02 to provide intrastate telecommunications services to the public within South Dakota through the resale of similar services offered by other interexchange carriers ("IXCs") in the State. Applicant further requests that the Commission approve its initial proposed tariff. Applicant, for purposes of verification, and in evidence of its fitness to operate and the public need for its services, offers the following information in support of this Application:

Identification of the Applicant

1. Applicant maintains its headquarters at 2154 Zip Code Place, Suite 4, West Palm Beach, FL 33409.
2. Applicant is incorporated under the laws of the State of Florida. A copy of the Company's Articles of Incorporation is attached hereto as Exhibit A. Applicant has applied for authority to transact business within the State of South Dakota as a foreign corporation. A copy of the qualifying document is set forth in Exhibit B hereto.

3. Correspondence regarding this Application should be directed to:

Patrick D. Crocker
EARLY, LENNON, PETERS & CROCKER, P.C.
900 Comerica Building
Kalamazoo, MI 49007-4752
(616) 381-8844

4. The name of Applicant's Registered Agent, and the address of the registered office of the corporation in South Dakota is:

Corporation Guarantee and Trust Company
117 E. Capitol
P.O. Box 66
Pierre, South Dakota 57501-0066

Description of Authority Requested

5. Applicant seeks authority to operate as a reseller of intrastate telecommunications services to the public on a statewide basis. Applicant seeks authority to offer a full range of "I+" interexchange telecommunications services on a resale basis. Specifically, Applicant seeks authority to provide MTS, out-WATS, in-WATS, and Calling Card services.

6. Applicant does not intend to provide operator services, 900 or 700 services.

7. Applicant owns no transmission facilities. Applicant will offer service to its subscribers using facilities of the communications networks of AT&T, other facilities-based IXC's and the local exchange telephone companies ("LECs").

8. Applicant has no plans at this time to construct any telecommunications transmission facilities of its own and seeks no construction authority by means of this Application. Applicant will operate exclusively as a reseller.

9. Applicant will abide by all rules governing telecommunications resellers which the Commission has promulgated or may promulgate in the future, unless application of such rules is specifically waived by the Commission.

5
1
4
4
:
2
9
:
4

Proposed Services

10. Applicant intends to offer MTS, in-WATS, out-WATS, and Calling Card services to subscribers within South Dakota. Applicant combines high quality transmission services with very competitive rates, flexible end user billing, professional customer service and excellent reporting to create a unique blend which meets the individualized needs of such business customers.

11. Applicant's services are designed to be especially attractive to small and medium sized businesses.

12. Applicant's intends to engage in "switchless" resale. Applicant will arrange for the traffic of underlying subscribers to be routed directly over the networks of Applicant's network providers.

13. Applicant is committed to the use of ethical sales practices. All distributors of its products must commit in writing to market Applicant's services in a professional manner, and to fairly and accurately portray Applicant's services and the charges for them.

Description and Fitness of Applicant

14. Applicant's officers have extensive managerial, financial and technical experience with which to execute the business plan described herein. Applicant's management personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience. In support of Applicant's managerial and technical ability to provide the services for which authority is sought herein, Applicant submits a description of the background and experience of its current management team as Exhibit C. In support of Applicant's financial ability to provide the proposed services, Applicant attaches a recent Income Statement and Balance Sheet as Exhibit D.

0144235

Public Interest Considerations

15. Applicant's entry into the South Dakota marketplace is in the public interest because Applicant intends to make a uniquely attractive blend of service quality, network management and reporting, and low rates available. Namely, Applicant's offering ultimately will enable small and medium businesses in South Dakota to obtain long distance services at rates which previously were available only to larger businesses.

16. In addition to the direct benefits delivered to the public by its services, Applicant's entry into the South Dakota marketplace will benefit the public indirectly by increasing the competitive pressure felt by existing IXC's, spurring them to lower costs and improve services in response.

Requested Regulatory Treatment.

17. Applicant is a non-dominant reseller of interexchange telecommunications services. Applicant requests to be regulated by the Commission in the same relaxed fashion extended to other, similarly situated resellers.

Initial Proposed Tariff

18. Applicant proposes to offer service pursuant to the rules, regulations, rates and other terms and conditions included in Applicant's initial proposed tariff which is attached hereto as Exhibit E. Billing, payment, credit, deposit and collection terms are set forth in Applicant's proposed tariff.

0144
19
6

Compliance with ARSD 20:10:24:02

19. In accordance with ARSD 20:10:24:02, Applicant provides the following information:

- (1). The name, address and telephone number of Applicant:

ACCUTEL COMMUNICATIONS, INC.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409.
800-373-4523

- (2). Applicant shall provide services under the name ACCUTEL COMMUNICATIONS, INC.

- (3). (a) See paragraph 2 of this Application.

- (b) Applicant has no principal office in South Dakota. Applicant's registered agent is set forth in paragraph 4 hereinabove.

- (c) A copy of Applicant's Articles of Incorporation is attached as Exhibit A. Applicant's Officers and Directors are as follows:

Lynn Soreide, President, Secretary, Treasurer

- (d) A list of the names and addresses of Applicant's current Officers and Board of Directors:

Lynn Soreide
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

- (e) The names of Applicant's shareholders and numbers of shares held by each:

<u>Shareholder</u>	<u>% Ownership</u>
Lynn Soreide	100%

- (f) No corporation, association, or partnership own any interest in Applicant.
- (g) Applicant owns or controls no subsidiaries.
- (4). Applicant is a corporation organized under the laws of Nevada.
- (5). See paragraph 5 of the Application.
- (6). See paragraph 6 of the Application.
- (7). Applicant shall offer services on all equal access areas within the State of South Dakota. Accordingly, Applicant does not attach a map describing service boundaries.
- (8). See Exhibits D and E attached hereto.
- (9). All complaints and regulatory matters should be directed to Applicant's attorney as set forth in paragraph 3 of this Application.

Applicant's Cost for Underlying Transport Services

20. Applicant proposes to resell services within South Dakota in excess of Applicant's cost of purchasing services from Applicant's underlying carrier (Cable & Wireless). Applicant purchases intrastate services from Cable & Wireless for approximately \$.095 per minute and resells to the public for approximately \$.19 a minute.

Conclusion

21. A decision by the Commission to grant Applicant a Certificate of Public Convenience and Necessity is plainly in the public interest. Applicant will introduce important new products and services at very competitive rates as well as enhance the competitiveness of the overall long distance market in South Dakota.

WHEREFORE, ACCUTEL, INC., respectfully requests that this Commission grant it authority to transact the business of a reseller of interexchange telecommunications services within the State of South Dakota, that the Commission regulate it in a streamlined fashion, and that the Commission approve Applicant's initial proposed tariff effective on the date of the Order granting authority.

Respectfully submitted,

Dated: 7-28-97

By:

Patrick D. Crocker
EARLY, LENNON, PETERS
& CROCKER, P.C.
900 Comenica Building
Kalamazoo, MI 49007-4752

Its: Attorneys

VERIFICATION

Lynn Soreide, President of Accutel Communications, Inc. first being duly sworn on oath, deposes and says that she has read the foregoing Application and verifies that the statements made therein are true and correct to the best of her knowledge, information, and belief.

By: Lynn Soreide
Lynn Soreide

The foregoing instrument was acknowledged before me this 22 day of July, 1997
by Lynn Soreide.

Donna M. Tingcano-Kim
Notary Public
For the County of Palm Beach, Florida
My Commission Expires: 10/2/99



DONNA M. TINGCANO-KIM
My Comm Exp. 10/02/99
Bonded by Service Ins
No. CC499141
[Notary Public] [Other I.D.]

9144.13.10

EXHIBIT A

ARTICLES OF INCORPORATION OF ACCUTEL COMMUNICATIONS, INC.

The undersigned subscriber to these Articles of Incorporation is a natural person competent to contract and hereby form a Corporation for profit under Chapter 607 of the Florida Statutes.

ARTICLE 1 - NAME

The name of the Corporation is **ACCUTEL COMMUNICATIONS, INC.**, (hereinafter, "Corporation").

ARTICLE 2 - PURPOSE OF CORPORATION

The Corporation shall engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE 3 - PRINCIPAL OFFICE

The address of the principal office of this Corporation is 1100 South Federal Highway, Suite 200, Deerfield Beach, Florida 33441 and the mailing address is the same.

ARTICLE 4 - INCORPORATOR

The name and street address of the incorporator of this Corporation is:

Elsie Sanchez
343 Almeria Avenue
Coral Gables, Florida 33134

ARTICLE 5 - OFFICERS

The officers of the Corporation shall be:

President:	Lynn M. Soreide
Secretary:	Lynn M. Soreide
Treasurer:	Lynn M. Soreide

whose addresses shall be the same as the principal office of the Corporation.



ARTICLE 6 - DIRECTOR(S)

The Director(s) of the Corporation shall be:

Lynn M. Soreide

whose addresses shall be the same as the principal office of the Corporation.

ARTICLE 7 - CORPORATE CAPITALIZATION

7.1 The maximum number of shares that this Corporation is authorized to have outstanding at any time is SEVEN THOUSAND FIVE HUNDRED (7,500) shares of common stock, each share having the par value of ONE DOLLAR (\$1.00).

7.2 No holder of shares of stock of any class shall have any preemptive right to subscribe to or purchase any additional shares of any class, or any bonds or convertible securities of any nature; provided, however, that the Board of Director(s) may, in authorizing the issuance of shares of stock of any class, confer any preemptive right that the Board of Director(s) may deem advisable in connection with such issuance.

7.3 The Board of Director(s) of the Corporation may authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the Board of Director(s) may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the bylaws of the Corporation.

7.4 The Board of Director(s) of the Corporation may, by Restated Articles of Incorporation, classify or reclassify any unissued stock from time to time by setting or changing the preferences, conversions or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or term or conditions of redemption of the stock.

ARTICLE 8 - SUB-CHAPTER S CORPORATION

The Corporation may elect to be an S Corporation, as provided in Sub-Chapter S of the Internal Revenue Code of 1986, as amended.



8.1 The shareholders of this Corporation may elect and, if elected, shall continue such election to be an S Corporation as provided in Sub-Chapter S of the Internal Revenue Code of 1986, as amended, unless the shareholders of the Corporation unanimously agree otherwise in writing.

8.2 After this Corporation has elected to be an S Corporation, none of the shareholders of this Corporation, without the written consent of all the shareholders of this Corporation shall take any action, or make any transfer or other disposition of the shareholders' shares of stock in the Corporation, which will result in the termination or revocation of such election to be an S Corporation, as provided in Subchapter S of the Internal Revenue Code of 1986, as amended.

8.3 Once the Corporation has elected to be an S Corporation, each share of stock issued by this Corporation shall contain the following legend:

"The shares of stock represented by this certificate cannot be transferred if such transfer would void the election of the Corporation to be taxed under Sub-Chapter S of the Internal Revenue Code of 1986, as amended."

ARTICLE 9 - SHAREHOLDERS' RESTRICTIVE AGREEMENT

All of the shares of stock of this Corporation may be subject to a Shareholders' Restrictive Agreement containing numerous restrictions on the rights of shareholders of the Corporation and transferability of the shares of stock of the Corporation. A copy of the Shareholders' Restrictive Agreement, if any, is on file at the principal office of the Corporation.

ARTICLE 10 - POWERS OF CORPORATION

The Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, subject to any limitations or restrictions imposed by applicable law or these Articles of Incorporation.

ARTICLE 11 - TERM OF EXISTENCE

This Corporation shall have perpetual existence.



8
2
4
4
1
1
9
1
1
4

ARTICLE 12 - REGISTERED OWNER(S)

The Corporation, to the extent permitted by law, shall be entitled to treat the person in whose name any share or right is registered on the books of the Corporation as the owner thereto, for all purposes, and except as may be agreed in writing by the Corporation, the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, such share or right on the part of any other person, whether or not the Corporation shall have notice thereof.

ARTICLE 13 - REGISTERED OFFICE AND REGISTERED AGENT

The initial address of registered office of this Corporation is AmeriLawyer® Chartered, located at 343 Almeria Avenue, Coral Gables, Florida 33134. The name and address of the registered agent of this Corporation is AmeriLawyer® Chartered, 343 Almeria Avenue, Coral Gables, Florida 33134.

ARTICLE 14 - BYLAWS

The Board of Director(s) of the Corporation shall have power, without the assent or vote of the shareholders, to make, alter, amend or repeal the Bylaws of the Corporation, but the affirmative vote of a number of Directors equal to a majority of the number who would constitute a full Board of Director(s) at the time of such action shall be necessary to take any action for the making, alteration, amendment or repeal of the Bylaws.

ARTICLE 15 - EFFECTIVE DATE

These Articles of Incorporation shall be effective immediately upon approval of the Secretary of State, State of Florida.

ARTICLE 16 - AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, or in any amendment hereto, or to add any provision to these Articles of Incorporation or to any amendment hereto, in any manner now or hereafter prescribed or permitted by the provisions of any applicable statute of the State of Florida, and all rights conferred upon shareholders in these Articles of Incorporation or any amendment hereto are granted subject to this reservation.



0144-19-15

IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged
and filed the foregoing Articles of Incorporation under the laws of the State of Florida,
this JUL 30 1996.




Elsie Sanchez, Incorporator

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION**

AmeriLawyer® Chartered, having a business office identical with the registered
office of the Corporation name above, and having been designated as the Registered
Agent in the above and foregoing Articles of Incorporation, is familiar with and accepts
the obligations of the position of Registered Agent under the applicable provisions of
the Florida Statutes.

AmeriLawyer® Chartered

By: 

Natalia Umana, Vice President



EXHIBIT B

State of South Dakota



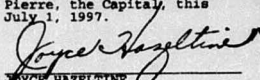
OFFICE OF THE SECRETARY OF STATE

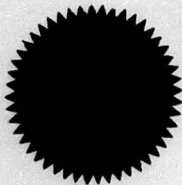
CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of ACCUTEL COMMUNICATIONS, INC. (PL) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state under the name of ACCUTEL COMMUNICATIONS, INC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this July 1, 1997.


JOYCE HAZELTINE
Secretary of State



JUL-15-97 TUE 2:03 PM CORP GUAR TR CO

FAX NO. 2155639410

P. 4

SECRETARY OF STATE

STATE CAPITOL

500 E. CAPITOL

PIERRE, S.D. 57501-0066

605.773.4845

FAX: 605.773.4845

doc of

FILE NO.

RECEIPT NO.

RECEIVED

APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of SDC 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is ACCUTEL COMMUNICATIONS, INC.

(Exact corporate name)

CORPORATION OF STATE

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or do not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is

(3) State where incorporated FLORIDA Federal Taxpayer ID# 65-0682452

(4) The date of its incorporation is 7/31/96 and the period of its duration is PERPETUAL

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 2154 ZIP CODE PLACE SUITE 4, WEST PALM BEACH, FL Zip Code 33409

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is 117 E. CAPITOL, PIERRE, SD Zip 57501-0066 and the name of its proposed registered agent in the State of South Dakota at that address is RONALD D. OLINGER

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: TELECOMMUNICATING

(8) The names and respective addresses of its directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
LYNN M. SOREIDE	DIRECTOR	2154 ZIP CODE PLACE SUITE 4,			
		WEST PALM BEACH, FL			33409
LYNN M. SOREIDE	PRES., SEC'Y	2154 ZIP CODE PLACE SUITE 4,			
	AND TREASURER	WEST PALM BEACH, FL			33409

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number or shares	Class	Series	Par value per share or statement that shares are without par value
7,500	COMMON	-	\$1.00

JUL-15-97 TUE 2:05 PM CORP GUAR TE CO

FAX NO. 2155639410

P. 5

(10) The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
100	COMMON	-	\$1.00

(11) The amount of its stated capital is \$ 100.00

(12) This application is accompanied by a CERTIFICATE OF FACT duly acknowledged by the secretary of state or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated 8-30 19 96

(Signature)

(Title)

State of FLORIDA
County of PAIM BEACH

On this 28th day of AUGUST 19 96, before me DONNA M. TINGANG KIM personally appeared Lennon M. Crocker, known to me, or proved to me, to be the PRESIDENT of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed same.

My Commission Expires 2/1/99
Notary Seal NOTARY PUBLIC My Comm Exp. 1/01/99
Bonded By Service Inc
No. C0499141

(Notary Public)

The Consent of Appointment below must be signed by the registered agent listed in number six.

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, RONALD D. OLINGER, hereby give my consent to serve as the
(name of registered agent)

registered agent for ACCUTEL COMMUNICATIONS, INC.
(corporate name)

Dated 6/30 19 97

(signature of registered agent)

EXHIBIT C

Jose Ros

651 N. Ziegler Way
Placentia, CA 92671
(714) 650-1737 x.311 (W) (714) 996-2290 (H)

Objective

To work in a business environment which will allow me to use my strong communications and technical skills and to advance my knowledge of computers, telephones, and their integration.

Summary of qualifications

- Knowledgeable in installing and maintaining data and communications networks in the Novell Netware environment.
- Working knowledge of telephony hardware and network interfaces including Dialogic voice processing interfaces, analog ground start and loop start lines, DID, T-1, and PRI & LRU ISDN.
- Extensive experience in DOS, Windows 3.11, Windows95, WindowsNT, and the Macintosh Operating Systems.
- Novell Certified Netware Administrator.
- Software Qualifications: Visual Basic, MS Access, Paradox, dBase, Word, Excel, Powerpoint, MS-Mail, Schedule+, Telemagic.
- Over 2 years experience in the Long Distance Industry.

Professional experience

USA Telechoice Newport Beach, CA SYSTEM ADMINISTRATOR Responsible for installing and maintaining Novell Netware servers, telemarketing stations, predictive dialers, video conferencing systems, and integrated voice response systems.	March, 1996 - Present
TelWest Communications, Inc. Newport Beach, CA SYSTEM ENGINEER Responsible for in-house automation, sales support, and technical support. Part of a team that developed a pre-paid calling card platform.	February, 1994 - March, 1996
DataLink Technologies Fullerton, CA PC TECHNICIAN . Installed and configured workstations and servers running in the Novell Netware environment. Provided turn-key solutions for customers using TeleMagic and Paradox programming.	January, 1993 - February, 1994

Education

California State University Fullerton, CA Candidate for a Bachelors Degree in Management Information Systems	September, 1992 - Present
---	----------------------------------

Accreditations

Novell, Inc. - Certified Netware Administrator	August, 1993
---	---------------------

RESUME OF

DONNA M. KIM-SOTTILE

620 Lavers Circle, #123
Delray Beach, Florida 33444
Home phone: 561-276-7688

Education:

University of Hawaii
Honolulu, Hawaii
B.S. Degree: Computer Science, 3.98 GPA

Professional Experience:

Nortel, Inc.
1995 - Current

Vice President of Finance and Management

Telwest Communications, Inc.
1993-1995

General Manager

Duties: Direct, Supervisor of Customer Service and Accounts Receivable Department. Insure billing of long distance bills are correct and are mailed to customers in a timely manner, collection of such accounts and management of accounts receivable. Interact with all long distance carriers that provide Telwest service, maintaining that we receive the correct discounts and promotions that were negotiated with our firm. Reviewing and approving all payables pertaining to long distance and administrative operations. Coordinate collection efforts of both accounts receivable department, as well as sales department. Creating commissions for all sales staff and outside agents. Working directly with outside sales agents, providing support, sales updates, commission and customer service for each of their customers. Coordinating installation of all long distance accounts, for pic changes, late traffic routing, T-1 installations, lease line installation, calling cards and 800 numbers. Worked with the troubleshooting of customers that are currently ready for dialer installations and coordinating with our Service department for timely and expedient installation. Maintaining our customer base of 2500 customers strong, regards to any outstanding issues or complaints. Training of customer service staff to place take orders with LEC's, Long Distance Carriers, Telecommunication Bill Analysis and trouble shooting. Assisting in collection of accounts that are 120 days in arrears including collection of checks at customer sight. Negotiating with current vendors for better pricing, discounts and credits. Oversee a staff of 100+, sales, telemarketing, accounting, service, installation, and MIS.

Metromedia Communications, Inc.
1991-1993

Senior Account Executive

Duties: Main responsibility was to bring in new sales and maintaining existing customer base providing maintenance after the sale of long distance service, for additional referral business. New sales are achieved by a combination of cold calling, telemarketing, networking and customer referrals. Closing ratio of long distance accounts was at 95%, have consistently hit or exceeded company assigned quota.

Business Telemanagement, Inc.
1990-1991

Senior Marketing Manager

Duties: Responsible for managing a telemarketing department, and bringing in new business to the firm. Because of my previous position at Center, I brought with me a solid reputation and client base. 75% of all new business was brought in via referrals and cold calling. Exceeded the monthly sales quota, while hiring, firing, training and managing our marketing department. Set up trade show booths, and actively worked at each show bringing in new customers.

Center Telemanagement, Inc.
1987-1990

Senior Membership Director

Duties: Started with Center with no telecommunication experience, but managed to exceed my quota from my first month with firm. In 1988, earned the President's Circle Award as well as in 1989, in 1989 I was the Top Order Producer for Center Nationwide. First of 3 elected to participate in a pilot program

01411325

Donna Kim-Sottile
Resume, Page 2

with firm, to put me on a fast track to become a Senior Membership Director, which required me to fulfill the monthly quota requirements in 3 months instead of 6 for the promotion. As a Senior Membership Director, my responsibilities included maintaining my monthly sales quota, as well as train entry level sales reps assigned to me. Training included, sales of Context products, closing, cold calling and telemarketing. Also traveled to newly formed branches to pre-sell Context switches or to open up new switches.

Professional Career Development, Inc.
1982-1987

Senior Counselor

Duties: Currently Certified in the State of California as an Employment Specialist, aware of all labor, EEOC and personnel laws. Trained in interviewing recruiting middle management and administrative staff. Assisted our Sales Manager in training and recruiting of new consultants, in sales, interviewing techniques, recruiting, telemarketing and time management.

Professional Memberships:

National Association of Female Executives, Women in Sales, National Association of Professional Saleswomen-California Chapter. Listed in Who's Who of Executive Women directories 1986-1992.

EXHIBIT D

FINANCIAL STATEMENTS

FOR THE SIX MONTHS ENDED JUNE 30, 1996

8
1
4
4
1
9
2
6

Statement of Assets, Liabilities, and Equity
Income Tax Basis
June 30, 1996

ASSETS

Current Assets	
Cash	\$ 41,688
Accounts Receivable	462,900
Shareholder Loan Receivable	235,792
Total Current Assets	740,380
Property, Plant and Equipment, Net	319,413
Deposits	24,695
TOTAL ASSETS	<u>\$ 1,084,488</u>

LIABILITIES AND EQUITY

Current Liabilities	
Accounts Payable	\$ 67,744
Payroll Taxes Payable	98,175
Interest & Penalties Payable	23,400
Lease Payable	14,264
Total Current Liabilities	203,583
Long Term Liabilities	
Lease Payable	12,566
Loans Payable	27,657
Capital Bank Payable	67,218
Total Long-Term Liabilities	107,441
Stockholder's Equity	
Common Stock	100
Additional Paid-In Capital	321,937
Retained Earnings	451,427
Total Stockholder's Equity	773,464
TOTAL LIABILITIES AND EQUITY	<u>\$ 1,084,488</u>

See accountants' compilation report.
Page 2

Statement of Revenues, Expenses & Retained Deficit
Income Tax Basis
For the Six Months Ended June 30, 1996
1996

GROSS REVENUES	\$ 1,304,093	100.0
EXPENSES:		
ACCOUNTING & TAX SERVICES	4,188	0.3
ADVERTISING	8,369	0.6
AGENT COMMISSIONS	39,793	3.1
AUTO EXPENSES	15,627	1.2
DEPRECIATION/AMORTIZATION	30,090	2.3
EMPLOYEE LEASING	25,015	1.9
INDEPENDENT CONTRACTORS	23,208	1.8
INSURANCE	5,161	0.4
INTEREST EXPENSE	25,849	2.0
LEGAL FEES	12,198	0.9
LICENSES & FEES	1,630	0.1
OFFICE SUPPLIES & EXPENSES	19,176	1.5
RECRUITING	15,913	1.2
RENT	75,131	5.8
REPAIRS & MAINTENANCE	6,893	0.5
SALARIES & WAGES	243,310	18.7
TAXES	35,281	2.7
TELEPHONE	63,792	4.9
UTILITIES	3,894	0.3
VERIFICATION EXPENSES	1,000	0.1
TOTAL EXPENSES	655,518	50.3
INCOME FROM OPERATIONS	\$ 648,575	49.7
BEGINNING RETAINED DEFICIT	(139,355)	(10.7)
SHAREHOLDER DISTRIBUTIONS	(57,793)	(4.4)
ENDING RETAINED EARNINGS	451,427	34.6

See accountant's compilation report.
Page 3

Supporting schedule of Property, Plant and Equipment,
June 30, 1996

Computers	\$ 66,694
Computer Dialers	78,000
Furniture & Fixtures	38,440
Leasehold Improvements	53,026
Office Equipment	1,550
Organizational Costs	3,300
Telephone Booths	33,060
Telephone Systems	83,590
Vehicle	46,159
	<hr/>
	403,819
Accumulated Amortization	(517)
Accumulated Depreciation	(83,889)
	<hr/>
Total	\$ 319,413

EXHIBIT E

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of South Dakota by Accutel Communications, Inc. ("Company"). This Tariff is on file with the South Dakota Public Utilities Commission, and copies may also be inspected, during normal business hours, at the following location: 2154 Zip Code Place, Suite 4, West Palm Beach, FL 33409.

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

CHECK SHEET

The title page and pages 1-31 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original		
16	Original		
17	Original		

* New or Revised Sheets

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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

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

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, all revisions made in a given filing are designed by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of South Dakota by Accutel Communications, Inc. ("Company").

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

TABLE OF CONTENTS

	<u>Sheet</u>
CHECK SHEET	2
CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS	3
TARIFF FORMAT	4
APPLICABILITY	5
EXPLANATION OF SYMBOLS	6
TABLE OF CONTENTS	7
1. TECHNICAL TERMS AND ABBREVIATIONS	9
2. RULES AND REGULATIONS	16
2.1. Description and Limitations of Services	16
2.2. Other Terms and Conditions	17
2.3. Liability	18
2.4. Cancellation of Service by a Customer	20
2.5. Cancellation for Cause by the Company	20
2.6. Credit Allowance	21
2.7. Use of Service	22
2.8. Payment Arrangements	23
2.9. Assignment	24
2.10. Taxes	24
2.11. Method for Calculation of Airline Mileage	25
2.12. Time of Day Rate Periods	25
2.13. Special Customer Arrangements	25
2.14. Inspection	26

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

3.	DESCRIPTION OF SERVICES	27
3.1.	Wide Area and Message Toll Services	27
3.2.	Switched Inbound Service	27
3.3.	Dedicated Inbound Service	27
3.4.	Switched Outbound Service	27
3.5.	Dedicated Outbound Service	27
3.6.	Calling Card Service	27
3.7.	Timing of Calls	27
3.8.	Minimum Call Completion Rate	28
4.	RATES AND CHARGES	29
4.1.	Usage Rates	29
4.2.	Switched Inbound Usage Rates	29
4.3.	Dedicated Inbound Usage Rates	29
4.4.	Switched Outbound Usage Rates	30
4.5.	Dedicated Outbound Usage Rates	30
4.6.	Calling Card Service Usage Rates	30
4.7.	Recurring Charges	31
4.8.	Special Promotional Offering	31
4.9.	Emergency Calls	31

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

South Dakota Public Utilities Commission

Company

Z-TEL, INC.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Issued:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

Effective:

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service Interval.

FCC

Federal Communications Commission

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

Issued:

Effective:

Issued by: Lynn Sorcide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

2. RULES AND REGULATIONS**2.1. Description and Limitations of Services**

2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.

2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.

2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.

2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

2.1.5. Service may be discontinued after five business days written notice to the Customer if:

2.1.5.A. the Customer is using the Service in violation of this Tariff; or

2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.

2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.

2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

Issued:**Effective:**

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

2.2. Other Terms and Conditions

2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service.

2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.

2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.3. Liability
- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Customer's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer, or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.4. Cancellation of Service by a Customer
- 2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.
- 2.5. Cancellation for Cause by the Company
- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:
- 2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
- 2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- 2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
- 2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;
- 2.5.2.E. in the event of unauthorized use.
- 2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6. Credit Allowance
- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring 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.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

- 2.7. Use of Service
- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

2.7.2.A. One joint user or Authorized User must be designated as the Customer.

2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment Arrangements

2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).

2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. Company will not require deposits or advance payments by Customers for Services.
- 2.9. Assignment
- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto, and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.10. Taxes
- 2.10.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

2.11. Method for Calculation of Airline Mileage

- 2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

	V	H
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

- 2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY:	From 8:01 AM to 5:00 PM Monday - Friday
EVENING:	From 5:01 PM to 11:00 PM Monday - Friday and Sunday
NIGHT/	
WEEKEND:	From 11:01 PM to 8:00 AM Everyday
	From 8:01 AM to 11:00 PM Saturday
	From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

- 2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

2.14. Inspection

- 2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

3. DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

- 3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customer's Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

- 3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Dedicated Inbound Service

- 3.3.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.4. Switched Outbound Service

- 3.4.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.5. Dedicated Outbound Service

- 3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.6. Calling Card Service

- 3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

3.7. Timing of Calls

- 3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (18) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

3.8. Minimum Call Completion Rate

- 3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

4. RATES AND CHARGES4.1. Usage Rates

- 4.1.1. The following are the maximum usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

4.2. Switched Inbound Usage Rates

- 4.2.1. Switched inbound service permits inward calling (via 800 or 888 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
0 - 292	\$0.0597	\$0.0199
293 - 430	\$0.0597	\$0.0199
430 +	\$0.0597	\$0.0199

4.3. Dedicated Inbound 800 Usage Rates

- 4.3.1. Dedicated inbound service permits inward calling (via 800 or 888 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. Customers will be responsible for all applicable local loop charges.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
0 - 292	\$0.0597	\$0.0199
293 - 430	\$0.0597	\$0.0199
431 +	\$0.0597	\$0.0199

Issued:

Effective:

Issued by: Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

4.4. Switched Outbound Usage Rates

- 4.4.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating end.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
0 - 292	\$.0597	\$.0199
293 - 430	\$.0597	\$.0199
431 +	\$.0597	\$.0199

4.5. Dedicated Outbound Usage Rates

- 4.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
0 - 292	\$.0597	\$.0199
293 - 430	\$.0597	\$.0199
431 +	\$.0597	\$.0199

4.6. Calling Card Usage Rates

- 4.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes using .

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial Minute	Additional Minute
All	\$.25	\$.25

Issued:

Effective:

Issued by: Lynn Soriede, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

4.7 Recurring Charges

- 4.7.1. Customers will incur the following monthly Recurring Charges:

SWITCHED ACCESS DEDICATED ACCESS

Per 800 Number	\$4.95
Accounting Codes(non-verified)	
Authorization Codes/BTN (verified)	
Authorization Code change/add/delete	
Monthly Recurring Charge Per T-1	
Monthly Service Fee	

4.8. Special Promotional Offering

- 4.8.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.9. Emergency Calls

- 4.9.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

Issued:

Effective:

Issued by:

Lynn Soreide, President
Accutel Communications, Inc.
2154 Zip Code Place, Suite 4
West Palm Beach, FL 33409

CHUCKER, P.C.
ATTORNEYS AT LAW
900 COMERICA BLDG.
KALAMAZOO, MI 49007-4752

4-24, 17

9-81729-579

**PAY
TO THE
ORDER**

PAY TO THE ORDER OF South Dakota Public Utilities Commission

\$ 250⁰⁰

Two Hundred Fifty $\frac{50}{100}$

DOLLARS

Commerce Bank
 Commercial, Industrial

FOR

#020737# :072000096: 1840391625#

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (800) 332-1782
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

These are the telecommunications service filings that the Commission has received for the period of:

07/18/97 through 07/31/97

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five days of this filing.

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
NONCOMPETITIVE TELECOMMUNICATIONS FILING			
TC97-134	U S WEST Communications has filed revisions to its Intercept Service in the Exchange and Network Services Tariff to "standardize descriptions so that the service can be delivered consistently throughout the region. Additional language has been added to clarify how these services apply to various intercept possibilities. No rates are affected." (Staff: DJ/TZ)	07/23/97	08/15/97
REQUEST FOR CERTIFICATE OF AUTHORITY			
TC97-135	Application by Accutel Communications, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/TZ) "Applicant seeks authority to offer a full range of 1+ interexchange telecommunications services on a resale basis. Specifically, Applicant seeks authority to provide MTS, out-WATS, in-WATS, and Calling Card Services. Applicant does not intend to provide operator services, 900 or 700 services."	07/28/97	08/15/97

Important Notice: The Commission is compiling a list of internet addresses. If you have an internet address please notify the Commission by: E-mailing it to Terry Norum at: terryn@puc.state.sd.us Faxing the address to the Commission at: 605-773-3809

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)
ACCUTEL COMMUNICATIONS, INC. FOR A)
CERTIFICATE OF AUTHORITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC97-135

On July 28, 1997, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24.02, received an application for a certificate of authority from Accutel Communications, Inc. (Accutel).

Accutel seeks authority to operate as a reseller of intrastate telecommunications services statewide, including "1+" services on a resale basis. Included in the request is authority to provide MTS, out-WATS, in-WATS and calling card services. A proposed tariff was filed by Accutel. The Commission has classified long distance service as fully competitive.

On July 31, 1997, the Commission electronically transmitted notice of the filing and the intervention deadline of August 15, 1997, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled September 25, 1997, meeting, the Commission considered Accutel's request for a certificate of authority. Commission Staff recommended granting a certificate of authority.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24.02 and 20:10:24.03. The Commission finds that Accutel has met the legal requirements established for the granting of a certificate of authority. Accutel has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves Accutel's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that Accutel's application for a certificate of authority is hereby granted. It is

FURTHER ORDERED, that Accutel shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 3rd day of October, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Nelene Kalsb

Date 10/8/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

Accutel seeks authority to operate as a reseller of intrastate telecommunications services statewide, including "1+" services on a resale basis. Included in the request is authority to provide MTS, out-WATS, in-WATS and calling card services. A proposed tariff was filed by Accutel. The Commission has classified long distance service as fully competitive.

On July 31, 1997, the Commission electronically transmitted notice of the filing and the intervention deadline of August 15, 1997, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled September 25, 1997, meeting, the Commission considered Accutel's request for a certificate of authority. Commission Staff recommended granting a certificate of authority.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10-24:02 and 20:10-24:03. The Commission finds that Accutel has met the legal requirements established for the granting of a certificate of authority. Accutel has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves Accutel's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that Accutel's application for a certificate of authority is hereby granted. It is

FURTHER ORDERED, that Accutel shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 3rd day of October, 1997.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Michelle Kabis

Date 10/8/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

0144-1334

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State Of South Dakota

Authority was Granted September 25, 1997
Docket No. TC97-135

This is to certify that

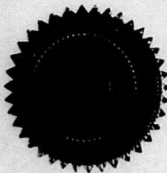
ACCUTEL COMMUNICATIONS, INC.

is authorized to provide telecommunications services in South Dakota.

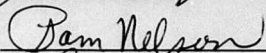
This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 3rd day of October, 1997.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner