

TC98-077

Kott Enterprises, Inc.

Telecom Tariff Consultants

PO Box 14062, Ft. Lauderdale, Florida 33302
Tel: (954) 764-5093 Fax: (954) 764-0840

Cynthia D. Kott, President
Alison Kacurov, Administrative Assistant

March 2, 1998

South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

Attn: Mr. Harlan Best, Deputy Director
Fixed Utilities Division

Re: Elias Ventures, Inc. d/b/a American Freeway100

Dear Mr. Best:

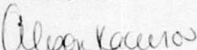
Enclosed herewith please find an original and ten (10) copies of an Application, Exhibits and Tariff for Authority to Provide Interexchange Telecommunications Services in the State of South Dakota which we are filing on behalf of our client, Elias Ventures, Inc. d/b/a American Freeway100.

Also enclosed is a check in the amount of two hundred and fifty (\$250.00) dollars to cover the cost of filing.

For purposes of verification of receipt, I have provided an additional copy of this cover letter. Please date stamp and return to me in the self stamped envelope provided.

Please let me know if you have any questions in this regard.

Sincerely yours,


Alison Kacurov

AK:nm

encl.

RECEIVED

APR 27 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE PUBLIC SERVICE COMMISSION OF
THE STATE OF SOUTH DAKOTA

In re:
Application of Elias Ventures, Inc.,
d/b/a American Freeway100 to
Operate as a Reseller of
Interexchange Telecommunications
Services within the State of South
Dakota.

Application No. _____

APPLICATION AND REQUEST FOR AUTHORITY

Elias Ventures, Inc., d/b/a American Freeway100 ("AF100"), hereby files this verified application before the Public Service Commission of South Dakota pursuant to its requirement for a Certificate of Public Convenience and Necessity to operate as a reseller of interexchange telecommunications services within the State of South Dakota and in support thereof would state as follows:

1. Applicant's legal name is Elias Ventures, Inc. d/b/a American Freeway100 with offices at 7633 E. 63rd Place, Suite 500, Tulsa, Oklahoma 74133. Tel: (918) 632-7100, Fax: (918) 632-7138.
2. The name under which applicant will do business is American Freeway100.
3. Applicant is a privately held corporation incorporated within the State of Nevada on May 1, 1991 and has received a Certificate of Authority from the State of South Dakota Office of the Secretary of State dated October 10, 1997, a copy of which is enclosed herewith.
4. Applicant's designated agent in South Dakota is:

C T Corporation System
319 South Coteau
Pierre, SD 57501
5. Elias Masso owns 100% of Elias Ventures, Inc. d/b/a American Freeway100's shares.
6. No subsidiaries are owned or controlled by American Freeway100.

7. Applicant is a reseller of interexchange telecommunications services, reselling the service of Telco. A specific description of the telecommunications services the applicant intends to offer is set forth in its South Dakota Tariff.
8. Applicant intends to offer its services throughout the State of South Dakota.
9. A current balance sheet and income statements and a copy of applicant's tariff with the terms and conditions of service have been submitted with this application.
10. Any questions, notices, orders, papers, correspondence or communication regarding this application should be directed to:

Kott Enterprises, Inc., Telecom Tariff Consultants
Alison Kacurov, Regulatory Consultant
PO Box 14062
Ft. Lauderdale, FL 33302
Tel: (954) 764-5093 Fax: (954) 764-0840

With a copy to:

Elias Ventures, Inc. d/b/a American Freeway100
Charles Cleveland, General Counsel
7633 E. 63rd Place, Suite 500
Tulsa, OK 74133
Tel: (918) 632-7122 Fax: (918) 632-7132

Complaints, regulatory, customer service and billing matters should be directed to:

Elias Ventures, Inc. d/b/a American Freeway100
Charles Cleveland, General Counsel
7633 E. 63rd Place, Suite 500
Tulsa, OK 74133
Tel: (918) 632-7122 Fax: (918) 632-7132

11. Elias Ventures has applied for approval in all regulated states and is currently certificated in, Rhode Island, North Dakota, Massachusetts, Kentucky, Texas, New Jersey, Michigan, Wyoming, Florida and Vermont.
12. By this application and Exhibits attached, American Freeway100 demonstrates that it has the technical and managerial ability to conduct its business.

13. Applicant hereby requests that this Commission consider this application on an ex-parte basis.
14. Upon commission request, applicant is prepared to answer questions or present additional testimony or other evidence about its services to telephone users within the state.

WHEREFORE, Elias Ventures, Inc. d/b/a American Freeway100, hereby prays that the Public Service Commission of South Dakota grant its authority to provide competitive telecommunication resale services within the State of South Dakota.

Telecom Tariff Consultants

By: Alison Kacurov
Alison Kacurov, Regulatory Consultant

I, Christina D. Kott, a Notary Public, do hereby certify that Alison Kacurov personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 17th day of April, 1998.

Christina D. Kott
Notary Public

My commission expires:



LIST OF EXHIBITS

- | | |
|-----------|--|
| Exhibit A | Articles of Incorporation |
| Exhibit B | Authority to Transact Business in South Dakota |
| Exhibit C | Financials |
| Exhibit D | Applicant's Tariff |
| Exhibit E | Management Backgrounds / Technical Capability |

EXHIBIT

A

D
OF THE
STATE OF NEVADA

1991

COUNTY OF STATE

d

20-91

ARTICLES OF INCORPORATION
OF
ELIAS VENTURES, INC.

FIRST. The name of the corporation is:
ELIAS VENTURES, INC.

SECOND. Its principal office in the State of Nevada is located at 1000 East William Street, Suite 100, Carson City, Nevada 89701, that this corporation may maintain an office, or offices, in such other place within or without the State of Nevada as may be from time to time designated by the Board of Directors, or by the By-Laws of said corporation, and that this Corporation may conduct all Corporation business of every kind and nature, including the holding of all meetings of Directors and Stockholders, outside the State of Nevada as well as within the State of Nevada

THIRD. The objects for which this Corporation is formed are: To engage in any lawful activity, including, but not limited to the following:

(A) Shall have such rights, privileges and powers as may be conferred upon corporations by any existing law.

(B) May at any time exercise such rights, privileges and powers, when not inconsistent with the purposes and objects for which this corporation is organized.

(C) Shall have power to have succession by its corporate name for the period limited in its certificate or articles of incorporation, and when no period is limited, perpetually, or until dissolved and its affairs wound up according to law.

(D) Shall have power to sue and be sued in any court of law or equity.

(E) Shall have power to make contracts.

(F) Shall have power to hold, purchase and convey real and personal estate and to mortgage or lease any such real and personal estate with its franchises. The power to hold real and personal estate shall include the power to take the same by devise or bequest in the State of Nevada, or in any other state, territory or country.

(G) Shall have power to appoint such officers and agents as the affairs of the corporation shall require, and to allow them suitable compensation.

(H) Shall have power to make bylaws not inconsistent with the constitution or laws of the United States, or of the State of Nevada, for the management, regulation and government of its affairs and property, the transfer of its stock, the transaction of its business, and the calling and holding of meetings of its stockholders.

(I) Shall have power to wind up and dissolve itself, or be wound up or dissolved.

(J) Shall have power to adopt and use a common seal or stamp, and alter the same at pleasure. The use of a seal or stamp by the corporation on any corporate documents is not necessary. The corporation may use a seal or stamp.

f it desires, but such use or nonuse shall not in any way affect the legality of the document.

(K) Shall have power to borrow money and contract debts when necessary for the transaction of its business, or for the exercise of its corporate rights, privileges or franchises, or for any other lawful purpose of its incorporation; to issue bonds, promissory notes, bills of exchange, debentures, and other obligations and evidences of indebtedness, payable at a specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage, pledge or otherwise, or unsecured, for money borrowed, or in payment for property purchased, or acquired, or for any other lawful object.

(L) Shall have power to guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of the capital stock of, or any bonds, securities or evidences of the indebtedness created by, any other corporation or corporations of the State of Nevada, or any other state or government, and, while owners of such stock, bonds, securities or evidences of indebtedness, to exercise all the rights, powers and privileges of ownership, including the right to vote, if any.

(M) Shall have power to purchase, hold, sell and transfer shares of its own capital stock, and use therefor its capital, capital surplus, surplus, or other property or fund.

(N) Shall have power to conduct business, have one or more offices, and hold, purchase, mortgage and convey real and personal property in the State of Nevada, and in any of the several states, territories, possessions and

pendencies of the United States, the District of Columbia, and any foreign countries.

(O) Shall have power to do all and everything necessary and proper for the accomplishment of the objects enumerated in its certificate or articles of incorporation, or any amendment thereof, or necessary or incidental to the protection and benefit of the corporation, and, in general, to carry on any lawful business necessary or incidental to the attainment of the objects of the corporation, whether or not such business is similar in nature to the objects set forth in the certificate or articles of incorporation of the corporation, or any amendment thereof.

(P) Shall have power to make donations for the public welfare or for charitable, scientific or educational purposes.

(Q) Shall have power to enter into partnerships, general or limited, or joint ventures, in connection with any lawful activities.

FOURTH. That the total number of voting common stock authorized that may be issued by the Corporation is TWENTY-FIVE HUNDRED (2,500) shares of stock without nominal or par value and no other class of stock shall be authorized. Said shares without nominal or par value may be issued by the corporation from time to time for such considerations as may be fixed from time to time by the Board of Directors.

FIFTH. The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the By-Laws of this

incorporation, providing that the number of directors shall not be reduced to less than one (1).

The name and post office address of the first Board of Directors shall be one (1) in number and listed as follows:

NAME

Lewis E. Laughlin

POST OFFICE ADDRESS

1000 East William Street, Suite 100
Carson City, Nevada 89701

SIXTH. The capital stock, after the amount of the subscription price, or par value, has been paid in, shall not be subject to assessment to pay the debts of the incorporation.

SEVENTH. The name and post office address of the Incorporator signing the Articles of Incorporation is as follows:

NAME

Lewis E. Laughlin

POST OFFICE ADDRESS

1000 East William Street, Suite 100
Carson City, Nevada 89701

EIGHTH. The resident agent for this corporation shall be:

LAUGHLIN ASSOCIATES, INC.

The address of said agent, and, the principal or statutory address of this corporation in the state of Nevada, shall be:

1000 East William Street, Suite 100
Carson City, Nevada 89701

NINTH. The corporation is to have perpetual existence.

TENTH. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

Subject to the By-Laws, if any, adopted by the Stockholders, to make, alter or amend the By-Laws of the Corporation.

To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed, mortgages and liens upon the real and personal property of this Corporation.

By resolution passed by a majority of the whole Board, to designate one (1) or more committees, each committee to consist of one or more of the Directors of the Corporation, which, to the extent provided in the resolution, or in the By-Laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation. Such committee, or committees, shall have such name, or names, as may be stated in the By-Laws of the Corporation, or as may be determined from time to time by resolution adopted by the Board of Directors.

When and as authorized by the affirmative vote of the Stockholders holding stock entitling them to exercise at least a majority of the voting power given at a Stockholders meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the Board of Directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the Corporation, including its good will and its corporate franchises, upon such terms and conditions as its board of Directors deems expedient and for the best interests of the Corporation.

SECTION 11. No shareholder shall be entitled as a matter of right to

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

cribe for or receive additional shares of any class of stock of the corporation, whether now or hereafter authorized, or any bonds, debentures or securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it shall deem advisable.

TWELFTH. No director or officer of the Corporation shall be personally liable to the Corporation or any of its stockholders for damages for breach of fiduciary duty as a director or officer involving any act or omission of any such director or officer; provided, however, that the foregoing provision shall not eliminate or limit the liability of a director or officer (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or (ii) the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes. Any repeal or modification of this Article by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Corporation for acts or omissions prior to such repeal or modification.

THIRTEENTH. This Corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon Stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the Incorporator hereinbefore named for the purpose of forming a Corporation pursuant to the General Corporation Law of the State of Nevada, do make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this 25th day of April, 1991.

[Handwritten Signature]

STATE OF NEVADA }

SS:

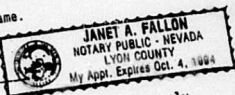
CARSON CITY

On this 25th day of April, 1991, in Carson City, Nevada, before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, personally appeared:

Lewis E. Laughlin

Known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same.

[Handwritten Signature]
Notary Public



I, Laughlin Associates, Inc. hereby accept as Resident Agent for the previously named Corporation.

4-25-91

Date

[Handwritten Signature]
Sales/Service Advisor

EXHIBIT

B

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

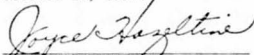
CERTIFICATE OF AUTHORITY

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 ELIAS VENTURES, INC. (NV) 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 ELIAS VENTURES, 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 October 10, 1997.


JOYCE HAZELTINE
Secretary of State

EXHIBIT

C

Freeway 100
INCOME STATEMENT
FOR THE 12 PERIODS ENDED DECEMBER 31, 1996

+---- YEAR TO DATE ----+
ACTUAL PERCENT

DE			
	\$2,417,097.13	105.6 %	
3			
IT CARDS REFUND /US	(117,852.31)	(5.2)	
IT CARDS CHARGE BACK	(16,379.32)	(.7)	
S RETURNS/REFUNDS	(3,994.82)	(.2)	
Income- Convention	9,355.45	.4	
	-----	-----	
AL REVENUE	2,288,226.13	100.0	
	-----	-----	
GROSS PROFIT	2,288,226.13	100.0	
ATING EXPENSES			
EMPLOYEE BENEFIT PROGRAMS	300.00	.0	
PURCHASES-GOODS FOR RESALE	48,862.64	2.1	
Cost of Telecom	213,809.44	9.3	
ST OF GOODS SOLD	337.02	.0	
PURCHASES-SALES AIDS & PROMO.	97,121.25	4.2	
PURCHASES-FREIGHT OUT	77.13	.0	
BANK SERVICE CHARGES	449.50	.0	
VEHICLE EXPENSES	83.51	.0	
ISCELLANEOUS	4,783.39	.2	
ISCELLANEOUS	7,828.02	.3	
ISA/MC CREDIT CARD FEE	30,059.53	1.3	
ISCOVERY CREDIT CARD FEE	3,316.37	.1	
SUPPLIES & PACKAGING	1,654.65	.1	
OFFICE SUPPLIES	12,572.81	.5	
PRINTING	4,984.34	.2	
PRINTING	50,079.43	2.2	
COMPUTER SUPPLIES	1,044.19	.0	
OUTSIDE CONSULTANTS & TESTING	11,187.95	.5	
OUTSIDE CONSULTANTS & TESTING	7,500.00	.3	
CONTRACT LABOR	1,905.00	.1	
CONTRACT LABOR	1,996.00	.1	
POSTAGE	933.27	.0	
POSTAGE	3,543.20	.2	
ADVERTISING-PRINT	9,641.20	.4	
LEGAL & ACCOUNTING	4,996.91	.2	
LEGAL & ACCOUNTING	5,160.63	.2	
TRAVEL & OUT-OF-POCKET	45,133.70	2.0	
SEMINARS & CONVENTION	13,622.41	.6	
ANNUAL CONVENTION	1,970.70	.1	
COMMISSIONS-DISTRIBUTORS	1,040,480.95	45.5	
TELEVISION PROGRAM DEVELOPMENT	16,490.00	.7	
MEETING SERVICES	67.99	.0	
CHARITABLE CONTRIBUTIONS	1,000.00	.0	
LICENSES & PERMITS & TAXES	27.00	.0	
TOTAL OPERATING EXPENSES	1,643,000.13	71.8	

Freeway 100
INCOME STATEMENT
FOR THE 12 PERIODS ENDED DECEMBER 31, 1996

----- YEAR TO DATE -----
ACTUAL PERCENT

NET INCOME FROM OPERATION	\$645,226.00	28.2 %
EARNINGS BEFORE INCOME TAX	645,226.00	28.2
NET INCOME (LOSS)	\$645,226.00	28.2 %

Freeway 100
BALANCE SHEET
DECEMBER 31, 1996

ASSETS

	\$	
IN BANKS-DEPOSITORY	(140,380.50)	
IN BANKS-BONUS PAYMENT	(103,100.31)	
IN BANKS-ACCOUNTS PAYABLE	26,204.33	
MONEY MARKET	39,700.62	
VANCES TO NINCI REALTY CORP.	113,400.00	
VANCES TO NINCI BONUS	8,300.00	
VANCES TO NEW LIFE -BONUS	10,700.00	
VANCES TO WORLD SERVICE CORP	511,910.00	
VANCES TO WSC PAYROLL	10,900.00	
VANCES TO NINCI CORP.	179,600.00	
"Freeway 100" Trademark	1,715.00	
	-----	658,949.14
TOTAL ASSETS		
ED ASSETS	11,934.19	
OMPUTER EQUIPMENT	-----	11,934.19
TOTAL FIXED ASSETS		\$670,883.33
TOTAL ASSETS		-----


Freeway 100
BALANCE SHEET
DECEMBER 31, 1996

LIABILITIES AND EQUITY

ACCOUNTS PAYABLE	\$1,695.71	
ACCOUNTS RECEIVABLE	39,700.62	
NOTES PAYABLE - VALLEY N. BANK	28,000.00	
NOTES PAYABLE - Nanci Corp	18,000.00	
NOTES PAYABLE - World Service	-----	87,396.33
CURRENT LIABILITIES		
LONG-TERM LIABILITIES		
SHAREHOLDER LOANS	(61,739.00)	(61,739.00)
NET LONG-TERM LIABILITIES	-----	25,657.33
TOTAL LIABILITIES		
EQUITY		
RETAINED EARNINGS	.00	
RETAINED EARNINGS - CURRENT YEAR	645,226.00	645,226.00
TOTAL EQUITY	-----	\$670,883.33
TOTAL LIABILITIES AND EQUITY		-----

Affirmation of Financial Statements

We, Elias Masso, President and Chief Executive Officer, and Paul Murphy, Chief Financial Officer of Elias Ventures, Inc. hereby attest and affirm that the foregoing Financial Statements of Elias Ventures, Inc. are true and correct to the extent of our knowledge and belief.


Elias Masso, President and CEO,
Elias Ventures, Inc.

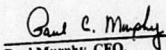

Paul Murphy, CFO,
Elias Ventures, Inc.

EXHIBIT D

EXHIBIT

D

TITLE SHEET

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff applies to the intrastate resale telecommunication services furnished by Elias Ventures, Inc. d/b/a American Freeway100, between one or more points in the State of South Dakota. This tariff is on file with the State Department of Public Utilities of and copies may be inspected, during normal business hours, at the Company's principal place of business at 7633 E. 63rd Place, Suite 500, Salem, Utah 84653, Telephone (800) 290-7885.

Issued March 2, 1998

Effective: _____

By:

Elias F. Masso, President

Elias Ventures, Inc. d/b/a American Freeway100
7633 E 63rd Place, Suite 500
Tulsa, Oklahoma 74133
800-290-7885

CHECK SHEET

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

PAGE	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

Issued March 2, 1998

Effective: _____

By:

Elias F. Masso, President
Elias Ventures, Inc. d/b/a American Freeway 100
7633 E 63rd Place, Suite 500
Tulsa, Oklahoma 74133
800-290-7885

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Issued March 2, 1998

Effective: _____

By:

Elias F. Masso, President
Elias Ventures, Inc. d/b/a American Freeway 100
7633 E 63rd Place, Suite 500
Tulsa, Oklahoma 74133
800-290-7885

ELIAS VENTURE, INC. D/B/A
AMERICAN FREEWAY 100

SDP S.C. - Tariff No. 1 -
Original Sheet 4

CONCURRING CARRIERS

NONE.

CONNECTING CARRIERS

NONE.

OTHER PARTICIPATING CARRIERS

NONE.

Issued March 2, 1998

Effective: _____

By:

Elias F. Masso, President

Elias Ventures, Inc. d/b/a American Freeway 100

7633 E 63rd Place, Suite 500

Tulsa, Oklahoma 74133

800-290-7885

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in working of text but not change in rate, rule, or condition.

Explanation of Abbreviations

- LATA Local access and Transport Area. A geographic area established by the US District Court for the District of Columbia in civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC Local Exchange Company
- NECA National Exchange Carriers Association

Issued March 2, 1998

Effective: _____

By:

Elias F. Masso, President
Elias Ventures, Inc. d/b/a American Freeway100
7633 E 63rd Place, Suite 500
Tulsa, Oklahoma 74133
800-290-7885

SECTION I - DEFINITIONS

Access Line -

An arrangement which connects the Customer's telephone to an American Freeway100 designated switching center or point of presence.

American Freeway100 -

Used throughout this tariff to refer to Elias Ventures, Inc. d/b/a American Freeway100.

Authorization Code -

A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User -

A person, firm, corporation, or any other entity authorized by the Customer to communicate, utilizing the Carrier's service.

Commission -

The South Dakota Public Service Commission.

Company or Carrier -

AF100 unless otherwise clearly indicated by the context.

Customer -

The person, firm, corporation or other entity which orders, cancels, amends or uses service under this tariff and is responsible for payment of charges and compliance with the Company's tariff.

Issued March 2, 1998

Effective: _____

By:

Elias F. Masso, President
Elias Ventures, Inc. d/b/a American Freeway100
7633 E 63rd Place, Suite 500
Tulsa, Oklahoma 74133
800-290-7885

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

Equal Access -

A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Pre-subscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

User -

The calling party utilizing the services of AF100 and responsible for the payment of charges.

V & H Coordinates -

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

Premises -

The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center -

A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Switched Access Origination/Termination -

Where access between the Customer and the interexchange carrier is provided on Local exchange company Feature Group circuits and the connection to the customer is a I.E.C.-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card Call -

A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a 1-800/888 or other access code dialing sequence.

Issued March 2, 1998

Effective: _____

By:

Elias F. Masso, President

Elias Ventures, Inc. d/b/a American Freeway100
7633 E 63rd Place, Suite 500
Tulsa, Oklahoma 74133
800-290-7885

SECTION II - RULES AND REGULATIONS

2.1 Undertaking of Elias Ventures, Inc.

American Freeway100's services and facilities are furnished for communications originating within South Dakota under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

American Freeway100 arranges for installation, operation and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth in this tariff. American Freeway100 may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized to do so by the Customer, to allow carriers or entities, when authorized to do so by the Customer, to allow connection of a Customer's location to the American Freeway100 network.

2.2 Use

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

2.3 Limitations

2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing services in accordance with the terms of this tariff.

2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by American Freeway100 in its reasonable judgment.

Issued March 2, 1998

Effective: _____

By:

Elias F. Masso, President

Elias Ventures, Inc. d/b/a American Freeway100
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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the company and neither the Customer nor its Authorized Users may transfer or assign use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability

2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring or changing, the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.5.4 The company shall not be liable 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 or South Dakota 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 service to restore service in compliance with the Commission's Rules and Regulations.

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Effective: _____

SECTION II - RULES AND REGULATIONS, (CONT'D)

2.5 Liability (cont'd)

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents or Authorized Users, or by facilities or equipment provided by the Customer.

2.5.6 The Customer shall indemnify, defend and hold harmless the Company against:

- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over the Company's facilities or equipment;
- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (c) All other claims (including without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.7 Billing and Payment for Service (cont'd)

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7.3 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

2.7.4 Return Check Charges

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bill upon presentation.

2.9 Advance Payments

For Customers whom the company determines an advance payment is necessary, American Freeway 100 reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his/her or its premises, including personnel, wiring, electrical power and the like, incurred in the use of American Freeway100's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers or systems. The Company does not undertake to provide any special facilities, equipment, or service to enable the Customer to interconnect the facilities or equipment of the Company with facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariff.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his, her or its control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have thirty (30) days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of one-thirtieth (1/30th) of the monthly charge for the service(s) affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total month charge for the affected service(s)

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Section II - Rules and Regulations, (Cont'd)

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application, for service without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.

2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two (2) attempts at collection, shall be subject to discontinuance of service in the same manner as provided for non-payment of overdue charges.

2.16.3 For Lack of Use: The Company, by written notice to the customer, may discontinue service in the same manner as provided for non-payment of overdue charges if after sixty (60) days the service has not been used.

2.16.4 For any violation of law or of any provisions governing the furnishing of service under this tariff. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with an order or request of any governmental authority having jurisdiction.

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SECTION II - RULES AND REGULATIONS, (CONT'D)

2.16 Refusal or Discontinuance by the Company (cont'd)

2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If Service has been discontinued for non-payment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than non-payment) is corrected.

2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.18.3 The requirements of 2.18.1 and 2.18.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

American Freeway100 offers direct dialed (1+) service, inbound toll-free number service, travel card and prepaid calling card services for communications originating and terminating within South Dakota under terms of this tariff.

Direct dial service is offered for originating locations within South Dakota.

Inbound toll free service is available to Customers served from locations in South Dakota. Originating locations for calls placed to the Company's toll-free number services must be within South Dakota.

When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within South Dakota from which the caller can dial the appropriate access code(s) and may be placed to any location within South Dakota.

Customers are billed based on their use of American Freeway100's network and services. Charges may vary by service offering, mileage band class of call, time of day, day of week, and/or call duration.

3.2 Timing of Calls

Billing for calls placed over American Freeway100's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.1 Call timing begins when the called party answers the call (i.e., when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.

3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.2 Timing of Calls (Cont'd)

- 3.2.5 The Company will not bill for unanswered calls. When the Customer indicates that he/she was billed for an incomplete call, American Freeway100 will reasonably issue credit for the call.

3.3 Rate Periods

- 3.3.1 The following rate periods apply:

Daytime Rate Period is 8:00 AM to 5:00 PM* on Monday through Friday

Evening Rate Period is 5:00 PM to 11:00 PM* on Monday through Friday

Night/Weekend Rate Period is all times that are not included in the Daytime Rate Period or the Evening Rate Period.

(*) Up to but including.

- 3.3.2 Holiday Rates

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The Evening Rate is used on national holidays, unless a lower rate would apply.

New Year's Day	January 1
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

- 3.3.3 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.4 Outbound Long Distance Service

American Freeway100 Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer. Calls may originate from any valid exchange in South Dakota and terminate at a South Dakota location.

American Freeway100's outbound long distance service is a pre-paid, flat rate minimum offering with a volume discount to be billed after excess usage is determined. For billing purposes, outbound long distance service from all switched access lines and Inbound Toll-Free Number Service used by a Customer are aggregated. There is no credit if the minimum of 180 minutes is not used in a month. For billing purposes, call timing is rounded up to the next one-tenth minute increment after a minimum initial period of one-half minute. Time of day and holiday discounts do not apply.

MONTHLY RECURRING CHARGES: \$3.00

USAGE CHARGES:

FLAT RATE FOR MINIMUM OF 180 MINUTES
OF COMBINED INTERSTATE, INTRASTATE AND INBOUND
TOLL-FREE NUMBER SERVICE LONG DISTANCE

MONTHLY MINIMUM \$35.00

PER MINUTE RATES FOR MINUTES IN EXCESS OF FIRST 180
MINUTES OF COMBINED INTERSTATE, INTRASTATE AND
INBOUND TOLL-FREE NUMBER SERVICE LONG DISTANCE

DAY	EVENING	NIGHT/WKND
\$0.0800	\$0.0800	\$0.0800

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.5 Inbound Toll-Free Number Service

Except for intra-LATA long distance, which requires dialing an access code, American Freeway100's Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven days a week. Service is terminated through switched access lines. Calls may originate from any valid exchange in South Dakota and terminate to the Customer's location in South Dakota at no charge to the calling party.

American Freeway100's Inbound Toll-Free Number Service is a pre-paid, flat rate minimum offering with a volume discount to be billed after excess usage is determined. For billing purposes, Outbound Long Distance Service from all switched access lines and Inbound Toll-Free Number Service used by a Customer are aggregated. For billing purposes, call timing is rounded up to the next one-tenth minute increment after a minimum initial period of one-half minute. Time of day and holiday discounts do not apply.

MONTHLY RECURRING CHARGES: \$3.00

USAGE CHARGES:

FLAT RATE FOR MINIMUM OF 180 MINUTES
OF COMBINED INTERSTATE, INTRASTATE AND INBOUND
TOLL-FREE NUMBER SERVICE LONG DISTANCE

MONTHLY MINIMUM \$35.00

PER MINUTE RATES FOR MINUTES IN EXCESS OF FIRST 180
MINUTES OF COMBINED INTERSTATE, INTRASTATE AND
INBOUND TOLL-FREE NUMBER SERVICE LONG DISTANCE

DAY	EVENING	NIGHT/WKND
\$0.0800	\$0.0800	\$0.0800

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.6 Travel Service

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American Freeway100's Travel Service is offered twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations in South Dakota. Access to American Freeway100's Travel Card Service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with the area code. Travel Service rates apply to calls placed from locations in South Dakota.

For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute. Time of day, holiday and volume discounts do not apply. A per call service charge applies.

MONTHLY RECURRING CHARGES None

PER CALL CHARGE: \$0.25

USAGE CHARGES:

PER MINUTE RATES

INITIAL MINUTE	EACH ADDITIONAL MINUTE
\$0.2500	\$0.2500

3.7 Pre Paid Calling Cards Service

American Freeway100's Pre Paid Calling Cards Service is offered twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations. Access to American Freeway100's Pre Paid Calling Cards Service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with the area code. Pre Paid Calling Cards Service rates apply to calls placed to locations in South Dakota.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts a qualifications, if applicable, vary by plan and are provided in the following sections.

For billing purposes, call timing is rounded up to the next one-tenth minute increment after a minimum initial period of one-half minute. When time on the card expires it is no longer valid for use. There is no expiration date. Time of day and holiday discounts do not apply.

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

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3.7 Pre Paid Calling Cards Service (cont'd)

3.7.1 Pre Paid Calling Card Service - Option 1

American Freeway100's Option 1 pre paid calling card service is a pre paid long distance calling card valid for 60 minutes of service.

MONTHLY RECURRING CHARGES:	None
USAGE CHARGE, PER CARD	\$35.00

3.7.2 Pre Paid Calling Cards Service - Option 2

American Freeway100's Option 2 pre paid calling card service is a pre paid long distance calling card valid for 180 minutes of service.

MONTHLY RECURRING CHARGES:	None
ONE TIME PROCESSING FEE	\$5.00
CHARGE, PER CARD	\$100.00

3.7.3 Pre Paid Calling Card Service - Option 3

American Freeway100's Option 3 pre paid calling card service is a pre paid collectible long distance calling card valid for 60 minutes of service.

MONTHLY RECURRING CHARGES:	None
CHARGE, PER CARD	\$100.00
VOLUME DISCOUNT, FOR 5 CARDS	\$300.00
VOLUME DISCOUNT, FOR 16 CARDS	\$1,000.00

SECTION 4 - MISCELLANEOUS SERVICES AND RATES

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4.1 Directory Assistance

Directory Assistance is available to Customers of American Freeway100. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two request may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance \$0.85

SECTION 5 - PROMOTIONS

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5.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the non-recurring or recurring Charges for the Customer (if eligible) of target serves for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

SECTION 6 - CONTRACT SERVICES

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6.1 General

At the option of the Company, and subject to the Commission's approval, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off rates contained herein, waiver of recurring and non-recurring charges, charges for specially designed and constructed service not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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OR

(RESERVED FOR FUTURE USE)

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EXHIBIT 100-1-5

EXHIBIT

E

MANAGERIAL CAPABILITY

Although Elias Ventures, Inc. is relatively new to the telecommunications market, it, and its management has been involved in direct sales endeavors since the early eighties, and has dealt with upwards of forty five thousand (45,000) company distributors and/or associates across the US, Canada and Mexico.

Mr. Elias Masso, President, has previously been involved with the sale of nutritional products by his association with The Nanci Corporation International ("NCI"), which is a direct sales, multilevel marketing company, based in Tulsa Oklahoma, and started in 1984. The success of that company spearheaded Mr. Masso into other products, using the sales formulas, practices, and policies that made NCI a success with its distributors and customers. Using the tools and resources provided to him by his association with NCI, Mr. Masso envisioned the same concept for telecommunications, and began Elias Ventures, Inc. d/b/a American Freeway100 for that purpose.

Mr. Paul Murphy, CFO, joined NCI in 1991 and has managed the affiliated companies' financials since that time. Mr. Murphy also takes an active role in the operations of Elias Ventures, Inc., especially as it relates to financial matters.

Ms. Nanci Masso, Vice President and Secretary, is a veteran of direct sales. Founder of NCI, she is not only the figurehead of NCI, but takes an active and definitive rôle in its management. With this expertise, she contributes much to the direction of Elias Ventures, Inc.

There are also department heads employed by Elias Ventures, Inc., many of whom have worked with affiliated companies and now bring their expertise to this new venture.

In all, there are presently over fifty (50) employees from Accounting to Program Resolution to service customers who are associated with American Freeway100

TECHNICAL CAPABILITY

Elias Ventures, Inc. currently contracts with a Reseller to provide the service to its associates and customers. All billing and service is currently done through that entity. In the event of Elias Ventures, Inc.'s Federal Licensing, and all various state-intrastate long distance licensing, then service will commence directly from the carrier to Elias Ventures, Inc.

At the time of operation, as stated in the application, switches and pops will still not be owned or leased by Elias Ventures, Inc. The billings will still be contracted out to a third party, with any inquiries directed to Elias Ventures, Inc.'s customer service representatives. Elias Ventures, Inc.'s affiliation with related companies which already deal in multi-state, multi-tax and multi-customer transactions allows it to utilize state-of-the-art computer software programs and seasoned employees.

If the Commission requires any further specific information, please inquire.

This document contains multiple security features. See reverse side for listing.

FREEWAY 100
6128 EAST 36TH STREET
SUITE 400
TULSA, OKLAHOMA 74135

VALLEY NATIONAL BANK
8080 SO. VALE
TULSA, OK 74138
96-2711038

0003212

CHECK NO.

Two hundred fifty and no/100

PAY
TO THE
ORDER OF

DATE
4/13/98

CONTROL NO.

AMOUNT
\$250.00

South Dakota Public Service Com'n

Paul C. Murphy

⑈003212⑈ ⑆103902717⑆ ⑆1028073⑆

TC 98-077

TC98-082	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Kennebec Telephone Company. (Staff: HB/KC) Kennebec Telephone Company filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association.	04/29/98	05/15/98
TC98-083	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Western Telephone Company. (Staff: BK/KC) Western Telephone Company filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association.	04/29/98	05/15/98
TC98-084	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Valley Telecom Cooperative Association and Valley Cable & Satellite Communications. (Staff: TS/KC) Valley Telecom Cooperative Association and Valley Cable & Satellite Communications filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). Valley Cable & Satellite Communications joined LECA on March 25, 1998.	04/30/98	05/15/98
TC98-085	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Midstate Telephone Company and Heartland Communications, Inc. (Staff: HB/KC) Midstate Telephone Company and Heartland Communications, Inc. filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). Heartland Communications, Inc. joined LECA on March 23, 1998.	04/30/98	05/15/98
TC98-086	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Sanborn Telephone Cooperative and SANCOM, Inc. (Staff: BK/TS) Sanborn Telephone Cooperative and SANCOM, Inc. filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). SANCOM, Inc. joined LECA on February 26, 1998.	04/30/98	05/15/98
TC98-087	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Venture Communications, Inc. (Staff: TS/KC) Venture Communications, Inc. filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). Venture Communications, Inc. joined LECA on April 17, 1998.	04/30/98	05/15/98
TC98-088	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Hanson Communications, Inc. d/b/a McCook Telecom. (Staff: HB/KC) Hanson Communications, Inc. d/b/a McCook Telecom filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). Hanson Communications, Inc. d/b/a McCook Telecom joined LECA on February 23, 1998.	04/30/98	05/15/98
TC98-089	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Splitrock Properties, Inc. (Staff: BK/KC) Splitrock Properties, Inc. filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). Splitrock Properties, Inc. joined LECA on March 26, 1998.	04/30/98	05/15/98

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South Dakota Public Utilities Commission State Capitol 500 E. Capitol Pierre, SD 57501-5070 Phone: (605) 773-3705 Fax: (605) 773-3809		<h2>TELECOMMUNICATIONS SERVICE FILINGS</h2> <p>These are the telecommunications service filings that the Commission has received for the period of:</p> <h3>04/24/98 through 04/30/98</h3> <p>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.</p>	
DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
REQUEST FOR CERTIFICATE OF AUTHORITY			
TC98-076	Application by NXLD Company for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/CH) NXLD "proposes to provide 24-hour intrastate interexchange telecommunications services to and from all points within the state...Subject to demand and overall economic circumstances, NXLD may subsequently offer additional services."	04/27/98	05/15/98
TC98-077	Application by Elias Ventures, Inc. d/b/a American Freeway 100 for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/CH) "American Freeway 100 offers direct dialed (1+1) service, inbound toll-free number service, travel card and prepaid calling card services."	04/27/98	05/15/98
NONCOMPETITIVE TELECOMMUNICATIONS FILINGS			
TC98-078	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Intrastate Telephone Company. (Staff: HB/KC) Intrastate Telephone Company filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). Intrastate Telephone Company joined LECA on March 3, 1998.	04/27/98	05/15/98
TC98-079	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Stataline Telecommunications, Inc. (Staff: BK/KC) Stataline Telecommunications, Inc. filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). Stataline Telecommunications, Inc. joined LECA on April 17, 1998.	04/27/98	05/15/98
TC98-081	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Bridgewater-Canistota Independent Telephone Company. (Staff: TS/KC) Bridgewater-Canistota Independent Telephone Company filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). Bridgewater-Canistota Independent Telephone Company joined LECA on April 7, 1998.	04/29/98	05/15/98

PAGE 1 OF 3

TC98-090	In The Matter Of The Establishment Of Switched Access Rates For The Local Exchange Carrier Association (LECA) (Staff HB/KC) On behalf of its member companies, LECA submitted revised tariff pages implementing the cost study revenue requirement that was filed by each member company.		
TC98-091	In The Matter Of The Establishment Of Switched Access Revenue Requirement For James Valley Cooperative Telephone Company and Accent Communications, Inc. (Staff TS/KC) James Valley Cooperative Telephone Company and Accent Communications, Inc. filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). Accent Communications, Inc. joined LECA on March 10, 1998.	04/30/98	05/15/98
TC98-092	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Stockholm-Strandburg Telephone Co. (Staff HB/KC) Stockholm-Strandburg Telephone Co. filed a switched access cost study developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association.	04/30/98	05/15/98
TC98-093	In The Matter Of The Establishment Of Switched Access Revenue Requirement For Roberts County Telephone Cooperative Association and RC Communications, Inc. (Staff BK/KC) Roberts County Telephone Cooperative Association and RC Communications, Inc. filed a switched access cost study, developing a revenue requirement that is included in the revenue requirement used to determine the switched access rates for the Local Exchange Carrier Association (LECA). RC Communications, Inc. joined LECA on April 14, 1998.	04/30/98	05/15/98
FORMAL COMPLAINT FILED			
TC98-080	Don Hertz vs AT&T Communications of the Midwest, Inc. (Staff LH/KC) To get Mr. Hertz back as a long distance customer AT&T promised a per minute rate of 10 cents and a \$50.00 check. The January bill from AT&T was not at the promised 10 cents per minute. AT&T informed Mr. Hertz to contact the "Resolution Office". Mr. Hertz has never heard from it. The February billing from AT&T was still not at the promised 10 cent per minute rate. Mr. Hertz is now with another carrier. Mr. Hertz requests that the Commission require AT&T to charge me the 10 cent a minute that they told me I would be paying if I switched back to AT&T.	04/23/98	NA

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 Nourin at: terryn@pub.state.sd.us. Faxing the address to the Commission at: 605-773-3609.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF) ORDER GRANTING
ELIAS VENTURES, INC. D/B/A AMERICAN) CERTIFICATE OF
FREEWAY100 FOR A CERTIFICATE OF) AUTHORITY
AUTHORITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES IN) TC98-077
SOUTH DAKOTA)

On April 27, 1998, 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 Elias Ventures, Inc. d/b/a American Freeway100 (AF100).

AF100 proposes to operate as a telecommunications company within the state of South Dakota and proposes to offer direct dialed (1+) service, inbound toll-free number service, travel card and prepaid calling card services. A proposed tariff was filed by AF100. The Commission has classified long distance service as fully competitive.

On April 30, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of May 15, 1998, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled August 4, 1998, meeting, the Commission considered AF100'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 AF100 has met the legal requirements established for the granting of a certificate of authority. AF100 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 AF100's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that AF100's application for a certificate of authority is hereby granted. It is

FURTHER ORDERED, that AF100 shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 14th day of August, 1998

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	<u>Alicia Kalbo</u>
Date	<u>8/14/98</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

**SOUTH DAKOTA PUBLIC UTILITIES
COMMISSION**

CERTIFICATE OF AUTHORITY

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

Authority was Granted August 4, 1998
Docket No. TC98-077

This is to certify that

ELIAS VENTURES, INC. D/B/A AMERICAN FREEWAY100

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 14th day of August, 1998

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Laska Schoenfelder

LASKA SCHOENFELDER, Commissioner