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APR 11 2005

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

April 7, 2005

Overnight Delivery

Ms. Pamela Bonrud
Executive Director
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Ave.
Pierre, SD 57501-5070

**RE: Application of BullsEye Telecom, Inc. to Provide Facilities-based Local Exchange Service and Resold Interexchange Service within South Dakota
Docket No. TC05-008
BOND FILING**

Dear Ms. Bonrud:

Enclosed please find the original Indemnity Bond (Bond No. LP10021532) in the amount of \$25,000.00 filed on behalf of BullsEye Telecom, Inc., in the above-mentioned docket. The bond is provided in order for the company to bill its monthly recurring charges in advance.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Any questions you may have regarding this filing may be directed to Monique Byrnes at Technologies Management, Inc. at (407) 740-8575 or vial email at mbyrnes@tminc.com.

Thank you for your assistance.

Sincerely,



Peter K. LaRose
Vice President, Finance

cc: M. Byrnes, TMI
D. Gonos, BullsEye
file: BullsEye - SD Local
tms: sdf0500c

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INDEMNITY BOND

To the PEOPLE OF THE STATE OF SOUTH DAKOTA SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

DUPLICATE ORIGINAL Bond. No. LP10021532

We, BullsEye Telecom, Inc. the principal and applicant for a CERTIFICATE OF AUTHORITY, telecommunications services within the State of South Dakota, and Capitol Indemnity Corporation as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligee, in the sum of \$25,000.00.

The conditions of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchase this Indemnity Bond, and if said principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota State Law, and reimburse customers of BullsEye Telecom, Inc. for any prepayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharges and forever exonerated, otherwise to remain in full force and effect.

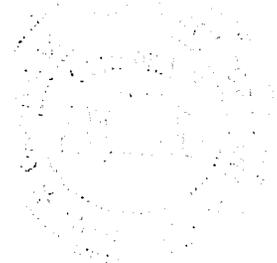
This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 9th day of March, 2005
To be effective this 9th day of March, 2005

BullsEye Telecom, Inc.
By signature [Handwritten Signature]
(Title) VICE PRESIDENT, FINANCE

Capitol Indemnity Corporation
Madison, WI
By signature [Handwritten Signature]
Attorney-in-Fact

Countersigned this 8th day of April, 2005
Countersigned for South Dakota
By Robert B. Whitmore
Riskinney, Allen & Assoc.
141 No. Main Ave., Suite 601
Sioux Falls, SD 57104



**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

10021544

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

-----TIMOTHY E. ASHCRAFT, STEVEN C. KUYKENDALL, CHARLES R. DOUBLER, KERRIE A. BRASH-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of ----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$3,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

“RESOLVED, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Executive Vice-President, this 7th day of July, 2004.

Attest:

James J. McIntyre
James J. McIntyre
Executive Vice President



CAPITOL INDEMNITY CORPORATION

David F. Pauly
David F. Pauly
President and CEO

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of October, 2003 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Kathleen A. Paulson
Kathleen A. Paulson
Notary Public, Dane Co., WI
My Commission Expires 10-15-2006

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 16th day of April, 2005



James W. Smirz
James W. Smirz
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON BLUE SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

GENERAL INDEMNITY AGREEMENT

IMPORTANT! Signature Instructions - The individual who completes this form must also sign the indemnity agreement. If married, spouse must also sign; however, no missing signature shall invalidate this agreement. **Sole Proprietorship** - Owner must sign this form. If married, spouse must also sign. **Partnership** - Partners are signing as authorized agents of the partnership and as individually liable indemnitors. If married, spouse must also sign. **Corporation or LLC** - If corporate officer or LLC member or manager signs indicating his or her LLC capacity, it is nonetheless specifically understood that such individual is signing in his or her corporate or LLC capacity and as an individually liable indemnitor. If married, spouse must also sign. **THE SURETY MAY HAVE CERTAIN RIGHTS TO YOUR PROPERTY AND YOU MAY WANT TO CONSULT YOUR ATTORNEY.**

I request that Capitol Indemnity Corporation, and/or Platte River Insurance Company, their successors and assigns, as Surety, ("Surety") execute a Bond and consider executing future Bonds for

BullsEye Telecom, Inc.

(Principal)

(Company Name)

of 25900 Greenfield Road Oak Park Michigan 48237 individually, jointly with others or on behalf of any of its

(Company Address)

subsidiaries or affiliates, now in existence or hereafter created or acquired whether partially or wholly owned and controlled; or on behalf of its partnerships or corporations as fully as if the names of such subsidiaries, affiliates, partnerships or corporations appeared hereafter as Principal.

I authorize the Surety or its agents to investigate my credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. Authorization is hereby granted to any of the aforementioned, now and at any time in the future, to release information to the Surety pertaining to credit. The Surety has relied upon and will continue to rely upon the representations by the Principal and Indemnitors as to their character, identity, control, beneficial ownership, financial condition and existence in executing or procuring bonds. I make the following promises so that the Surety will execute Bond(s) on behalf of the Principal and consider executing future bonds:

1. I agree that the following definitions apply: (a) Bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by the Surety at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of this agreement pursuant to which the Surety is or may be made liable for Loss, whether or not Principal is also liable; and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by the Surety in connection with any Bond or this agreement, including but not limited to: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees; penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorneys' fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
2. I, individually, and jointly and severally with Principal and all other indemnitors, agree to hold the Surety harmless from all Loss and to pay back or reimburse the Surety for all loss.
3. If any bond is executed or issued by the Surety, the Indemnitor, subject only to the trust herein created, does hereby assign, transfer and convey to the Surety all of their right, title, interest and estate in and to all of their property, whether real, personal or mixed, tangible or intangible, wherever situated or of whatever nature and all interests and rights now owned or hereafter acquired and if sold, the proceeds therefrom. Such assignment is effective as of the effective date hereof. The Indemnitor does hereby appoint Surety their attorney for that purpose. The Indemnitors also hereby irrevocably nominates, appoints and designates the Surety and its officers, agents and employees, as their attorney-in-fact, with the right, but not the obligation, to exercise all the rights and interests in property of the Indemnitor assigned and transferred to the Surety, and in the name of the Indemnitor to make, execute and deliver any additional documents (including, but not limited to, deeds, mortgages, subordination agreements, financing statements and assignments) deemed necessary by the Surety in order to give full effect to the intent and meaning of this assignment.
4. This agreement may be filed as a UCC-1 Financing Statement or mortgage upon real estate, personal or mixed property, where permitted by law, at the sole discretion of the Surety following notice of claim or default.
5. This agreement will apply to any bonds or bonding line established for the Principal, and any increase thereof.
6. I agree to pay to the Surety each annual premium due according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
7. I agree that a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement.
8. I agree that the Surety may obtain a release from its obligations as Surety on a Bond whenever any such release is authorized by law.
9. Unless a Bond specifically states (i) that it cannot be cancelled, or (ii) the manner in which notice of cancellation must be given, the Surety may cancel a Bond by mailing a notice of cancellation in the regular U.S. Mail to the obligee and to Principal, or Principal's representative, at the latest address provided to the Surety, and I agree to accept service of notice in such manner. I designate my insurance agent as my representative and Principal's representative for such service. Unless a Bond, statute or lawful government regulation specifically provides otherwise, cancellation shall be effective 30 days after the Surety deposits the requisite notice of cancellation via U.S. Mail. I WAIVE ANY CLAIM AGAINST THE SURETY FOR DAMAGES which I may suffer as a result of cancellation of a Bond or any release from any obligation of the Surety on any Bond.
10. I agree that the Surety has the exclusive right in its sole discretion, to decide whether to adjust, pay, compromise, defend, or appeal any claim, counterclaim, demand, suit or judgement against any Bond.
11. I agree that I CANNOT TERMINATE my LIABILITY to the Surety created by this agreement except by sending written notice of intent to terminate to the Surety. Written notice to terminate shall be sent to the Surety at its office, I AGREE that the termination will be effective thirty working days after actual receipt of such notice by the Surety, but only for Bonds signed or committed to by the Surety after the effective date of such termination. Thus, I agree that I will REMAIN LIABLE to the Surety for LOSS on BONDS SIGNED OR COMMITTED TO BY THE SURETY PRIOR TO THE EFFECTIVE DATE OF TERMINATION.
12. Any reinsurer or co-surety successors or assigns of the Surety shall have all of the rights of the Surety granted herein, but only to the extent of their respective interests.
13. I agree that the Surety can bring any legal action arising out of or in any way related to any Bond or this agreement in **Dane County, Wisconsin** and that Wisconsin law shall apply where the Surety makes such election.
14. I agree that the Surety shall have the right to fill in any blanks left herein and to correct any errors made by me in filling in any blanks.
15. I agree to waive and subordinate all rights of indemnity, subrogation and contribution of each against the other until all obligations to the Surety under this agreement, at law or in equity, have been satisfied in full.
16. I agree that the Surety has the right of access to the books, records, accounts, documents, computer software, and other computer-stored information of the principal and indemnitors, wherever located, for the purpose of inspection, copying or reproduction. Any financial institution, depository, or other person, firm or corporation, when requested by the Surety, is hereby authorized and required to furnish the Surety any and all information requested.
17. I agree that if any or all of the Indemnitors are required to provide collateral or security of any form in regard to the execution of any Bond or Bonds, the Surety shall have the right, in its sole discretion, to retain said collateral or security for a period of twelve months (12) or until the liability of the Surety, on account of having executed said Bond or Bonds, shall cease and it be so determined.

18. I agree that I have READ AND UNDERSTAND this agreement, that I am signing as a PERSONAL INDEMNITOR, on behalf of my MARITAL COMMUNITY, and in my CORPORATE, PARTNERSHIP or LLC CAPACITY, if any. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No missing signature shall invalidate this agreement.

Signed and sealed this _____ day of _____ 20____

If an INDIVIDUAL, sign here

Witness _____ (Seal)
Witness _____ (Seal)
Witness _____ (Seal)
Witness _____ (Seal)

If a PARTNERSHIP, sign here

Witness _____ (Seal)
Name of Firm _____
By: _____

If a CORPORATION, sign here

Attest [Signature] _____ (Seal)
PETER K. LAROSE, Corporate Secretary
BullsEye Telecom, Inc. _____ (Seal)
Name of Corporation

By: [Signature] _____
WILLIAM H. OBERLIN, President

Attest _____ (Seal)
_____, Corporate Secretary
Name of Corporation _____
By: _____, President

NOTARIAL ACKNOWLEDGEMENT - INDIVIDUAL

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____ in the year of _____, before me personally come(s)

to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he/she/they executed the same.

(SEAL) _____ Notary (Signature & title of official taking acknowledgement)
Commission Expires _____

PROPRIETORSHIP/PARTNERSHIP/CORPORATION/LIMITED LIABILITY CORPORATION/TRUSTEE (ALL IN ONE) ACKNOWLEDGEMENT

STATE OF Michigan)
COUNTY OF Oakland) Ss

On this 7th day of April, in the year of 2005, before me personally come(s)

William H. Oberlin and Peter K. LaRose

To me known, who, being by me duly sworn, deposes and says that she/he resides in the City of Oak Park of the State of Michigan That she/he is the _____ the corporation described
In and which executed the foregoing instrument; that she/he knows the seal of the said corporation, that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL) [Signature] _____ Notary (Signature & title of official taking acknowledgement)
JANET E. WARD
Commission Expires September 6, 2006