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RUSSELL B. BAUGH
ANDREW J. VORBRICH
TYREN R. CUDNEY
STEVEN M. BROWN
KRISTEN L. GETTING

OF COUNSEL
JOHNT. PETERS, JR.

THOMPSON BENNETT
(1912-2004)
VINCENT T. EARLY
(1922-2001)
JOSEPH J. BURGIE
(1926-1992)

April 19, 2005

Pamela Bonrud, Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capital Avenue
Pierre, SD 57501

RE: Pacific Centrex Services, Inc.

Dear Ms. Bonrud:

Enclosed herewith for filing with the Commission, please find an original and ten (10) copies of the above captioned corporation's APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO TRANSACT THE BUSINESS OF A RESELLER OF INTEREXCHANGE TELECOMMUNICATIONS SERVICES and APPLICATION FOR A CERTIFICATE OF AUTHORITY TO PROVIDE FACILITIES-BASED AND RESOLD LOCAL EXCHANGE SERVICES, along with a check in the amount of \$250.00 to cover the filing fees related to same.

Enclosed you will find an exact duplicate of this letter. Please stamp the duplicate received and return same in the postage-paid envelope attached thereto.

Should you have any questions or concerns, please contact the undersigned.

Very truly yours,

EARLY, LENNON, CROCKER & BAROSIEWICZ, P.L.C.

Patrick D. Crocker
PDC/pas

SECURITELY REGISTERED FOR FEDERAL RESERVE DEPOSIT

EARLY LENNON CROCKER
BARTOSIEWICZ, P.L.C.

ATTORNEYS AT LAW
900 COMERICA BLDG.
KALAMAZOO, MI 49007

2-00

19255

PAY TO THE ORDER OF

Check Debita Polver Utterton Company

DATE *April 18 2005*

\$ *250* DOLLARS



Comerica Bank
Kalamazoo, Michigan
www.comerica.com

FOR *Facile Carver Financial Inc*

⑆0019255⑆ ⑆072000096⑆ 1850950914⑆

[Signature]

BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF:

THE APPLICATION OF)
Pacific Centrex Services, Inc.)
 FOR A CERTIFICATE OF PUBLIC CONVENIENCE)
 AND NECESSITY TO TRANSACT THE BUSINESS) Docket No _____
 OF A RESELLER OF INTEREXCHANGE)
 TELECOMMUNICATIONS SERVICES)
 AND FOR APPROVAL OF ITS INITIAL TARIFF)

APPLICATION FOR AUTHORIZATION

Pacific Centrex Services, 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's name, address, and telephone number:

Pacific Centrex Services, Inc.
 6855 Tujunga Avenue
 North Hollywood, CA 91605
 (818) 623-2300

2. Applicant is a corporation organized under the laws of the State of California. A copy of the Company's Articles of Incorporation are attached hereto as **Exhibit A**. Applicant has the 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, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007-4752
Telephone: (269) 381-8844
Facsimile: (269) 381-8822
Email: pcrocker@earlylennon.com

4. Applicant's registered agent is:

Ronald D. Olinger
117 East Capitol
Pierre, SD 57501

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 "1+" interexchange telecommunications services on a resale basis. Specifically, Applicant seeks authority to provide MTS, in-WATS, out-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 Global Crossing, 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.

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 customers.

11. Applicant's services are designed to be especially attractive to residential and business users.

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. 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 management as **Exhibit C**. In support of Applicant's financial ability to provide the proposed services, Applicant attaches financials as **Exhibit D**.

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.

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 IXCs, 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.

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:

Pacific Centrex Services, Inc.
6855 Tujunga Avenue
North Hollywood, CA 91605
(818) 623-2300

(2) Applicant shall provide services under the name:

Pacific Centrex Services, Inc.

(3) (a) Applicant was organized in the State of California on April 2, 1999. A copy of Applicant's Articles of Incorporation are attached as Exhibit A. A copy of its certificate of authority to transact business within the State of South Dakota as a foreign corporation is attached as Exhibit B.

(b) Applicant has no principal office in South Dakota. Applicant's registered agent is Ronald D. Olinger, 117 East Capitol, Pierre, SD 57501.

(c) Applicant owns or controls no subsidiaries. The names and addresses of Applicant's shareholders along with percentage owned and current Officers and Board of Directors:

Shareholders:	M. Devin Semler 6855 Tujunga Avenue North Hollywood, CA 91605	50%
	Lisa Semler 6855 Tujunga Avenue North Hollywood, CA 91605	50%
Officers:	M. Devin Semler 6855 Tujunga Avenue North Hollywood, CA 91605	President
	Joshua Ploude 6855 Tujunga Avenue North Hollywood, CA 91605	Vice-President
	Kay Singian 6855 Tujunga Avenue North Hollywood, CA 91605	Secretary/Treasurer
	Subash Khurana 6855 Tujunga Avenue North Hollywood, CA 91605	COO

- (4) Applicant is a corporation organized under the laws of California.
- (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) (a) All complaints should be directed to:

Shannon Spielbuhler
Pacific Centrex Services, Inc.
6855 Tujunga Avenue
North Hollywood, CA 91605
Toll Free: 800-881-7054
Facsimile: 818-623-2301
Email:

Regulatory matters should be directed to:
Patrick D. Crocker, Regulatory Counsel
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007
Toll Free: 888-349-7594
Telephone: 269-381-8844
Facsimile: 269-381-8822
Email: pcrocker@earlylennon.com

- (b) The Company will schedule monthly billing to customers. Payment is due by the invoice date printed on the bill. The Company may impose a late charge of 1.5% per month on any delinquent amounts.
- (c) Customer service representatives will handle all initial customer disputes. A representative may escalate the resolution of a dispute internally, or refer the customer to the Commission. Customers may reach a representative by calling 1-800-881-7054.
- (10) Applicant is seeking authority to provide the resale of telecommunications services throughout the United States. Applicant is currently authorized to provide intrastate services in the following jurisdictions: Arizona, California, Colorado, Florida, Illinois, Indiana, Kansas, Michigan, Nevada, New Jersey, New York, Ohio, Texas and Wisconsin. Additionally, Applicant has never been denied registration or certification in any jurisdiction and is in good standing with the regulatory agency in each jurisdiction.

- (11) Applicant plans to market their services to business and residential customers via advertising, direct marketing, website, and independent distributors. Applicant has no promotional materials at this time.
- (12) See paragraph 20 of the Application.
- (13) Applicant's federal tax identification number is 95-4735860.
- (14) Applicant has not received complaints with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider or for the act of charging customers for services that have not been ordered.
- (15) Applicant requests a waiver of the cash flow statement required in 20:10:24:02(8).
- (16) Applicant agrees with the restrictions relating to prepaid services and deposits.

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 Global Crossing. Applicant purchases intrastate services from Global Crossing and resells to the public as follows:

	<u>Buy</u>	<u>Sell</u>
Switched Inbound	_____	_____
Switched Outbound	_____	_____
Dedicated Inbound	_____	_____
Dedicated Outbound	_____	_____

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, Pacific Centrex Services, 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,
Pacific Centrex Services, Inc.

Dated: FEB. 15th, 2005 By: 
M. Devin Semler, President

VERIFICATION

M. Devin Semler, President of Pacific Centrex Services, Inc., first being duly sworn on oath, deposes and says that he has read the foregoing Application and verifies that the statements made therein are true and correct to the best of his knowledge, information, and belief.

Pacific Centrex Services, Inc.

By: 
M. Devin Semler, President

The foregoing instrument was acknowledged before me this 17th day of February 2005, by M. Devin Semler.



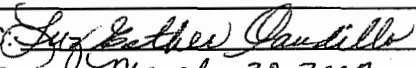
NOTARY PUBLIC: 
My Commission Expires: March 30, 2007
County of Los Angeles
State of California

EXHIBIT A

Articles of Incorporation

2159363

FILED
in the office of the Secretary of State
of the State of California

APR 02 1999

Bill Jones
BILL JONES, Secretary of State

ARTICLES OF INCORPORATION
OF
PACIFIC CENTREX SERVICES, INC.

I

The name of the corporation is **PACIFIC CENTREX SERVICES, INC.**

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address, in the State of California, of this corporation's initial agent for service of process is M. Devin Semler, 6855 Tujunga Avenue, North Hollywood, California 91605.

IV

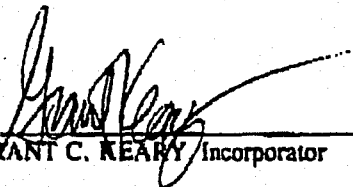
This corporation is authorized to issue only one class of shares of stock; the total number of shares which the corporation is authorized to issue is 100,000.

V

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

DATE: April 1, 1999


GRANT C. KEARY, Incorporator

80530160

2159363

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
PACIFIC CENTREX SERVICES, INC.
a California corporation

FILED
In the office of the Secretary of State
of the State of California

AUG 23 1999
Bill Jones
BILL JONES, Secretary of State

M. Devin Semler certifies that:

1. He is the President and Secretary, of PACIFIC CENTREX SERVICES, INC., a California corporation.
2. Article IV of the Articles of Incorporation of this corporation is amended and restated in its entirety to read as follows:

"IV

The corporation is authorized to issue only one class of shares of stock; the total number of shares which the corporation is authorized to issue is Fifty Million (50,000,000). On the Amendment of this Article, each outstanding share is split up and converted into 2,500 shares."

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, Corporations Code. The total number of outstanding shares of the corporation is 2,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of my own knowledge, and that this Certificate of Amendment was executed on August 12, 1999 at North Hollywood, California.

Date: August 12, 1999


M. Devin Semler, President and Secretary



J:\GCK\Doc\98\PCS Stock Split Amendment.doc

EXHIBIT B

**Certificate of Authority to Transact Business
as a Foreign Corporation**

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

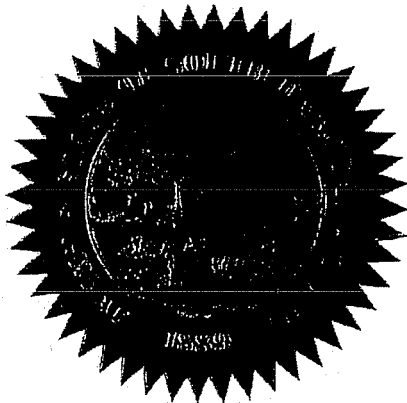
Certificate of Authority

ORGANIZATIONAL ID #: FB029539

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **PACIFIC CENTREX SERVICES, INC. (CA)** 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.

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 April 12, 2005.



Chris Nelson

Chris Nelson
Secretary of State



Secretary of State
 State Capitol
 500 E. Capitol Ave.
 Pierre SD 57501
 Phone 605-773-4845
 Fax 605-773-4550

Application for Certificate of Authority

Filed this 12th day of April, 2005

RECEIVED

APR 05 '05

S.D. SEC. OF STATE

RECEIVED

Pursuant to the provisions of SDCL 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 PACIFIC CENTREX SERVICES, INC.
 (exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does 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 California Federal Taxpayer ID# 95-4735850

(4) The date of its incorporation is April 2, 1999 and the period of its duration, which may be perpetual, is _____

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 6855 Tujunga Avenue, North Hollywood, CA Zip Code 91605
 mailing address if different from above is: _____ Zip Code _____

(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 East Capitol, Pierre, SD Zip Code 57501
 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: (state specific purpose)
To provide telecommunication services.

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

Name	Officer Title	Street Address	City	State	Zip
<u>M. Devin Semler</u>	<u>Dir., Pres.</u>	<u>6855 Tujunga Ave.</u>	<u>N. Hollywood,</u>	<u>CA</u>	<u>91605</u>
<u>Josh Ploude</u>	<u>V-P</u>	<u>6855 Tujunga Ave.</u>	<u>N. Hollywood,</u>	<u>CA</u>	<u>91605</u>
<u>Ron Semler</u>	<u>Secy., Treas</u>	<u>6855 Tujunga Ave.</u>	<u>N. Hollywood,</u>	<u>CA</u>	<u>91605</u>
<u>Subash Khurana</u>	<u>COO</u>	<u>6855 Tujunga Ave.</u>	<u>N. Hollywood,</u>	<u>CA</u>	<u>91605</u>

(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 of shares	Class	Series	Par value per share or statement that shares are without par value
<u>50,000,000</u>	<u>Common</u>	<u>---</u>	<u>Without par value</u>

(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
5,000,000	Common	---	Without par value

(11) The amount of its stated capital is \$ ~~300~~ 100,000.00
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING 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, in the presence of a notary public, 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 2-18-2005

[Signature]
(Signature)
Vice - President
(Title)

STATE OF _____

COUNTY OF _____

I, _____, a notary public, do hereby certify that on this _____ day of _____ 20 05, personally appeared before me _____ who, being by me first duly sworn, declared that he/she is the _____ of PACIFIC CENTREX SERVICES, INC., that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

My Commission Expires _____

(Notary Public)

Notarial Seal

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 registered agent for PACIFIC CENTREX SERVICES, INC.

Dated April 4 20 05

[Signature]
(signature of registered agent)

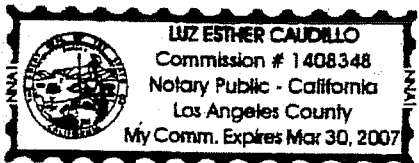
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } SS.

On Feb 16, 2005, before me, Luz Esther Caudillo
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joshua Floude
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Luz Esther Caudillo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Application / Certificate of Authority
(Secretary of State)
Document Date: _____ Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

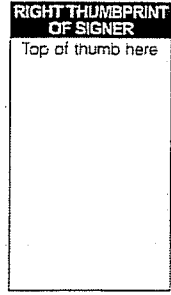


EXHIBIT C

Background and Experience of Management

M. Devin Semler, CEO and President of Pacific Centrex Services, Inc.

Monte Devin Semler is the co-founder and President of Pacific Centrex Service, Inc. the 3rd largest Shared Service Provider in California and the fastest growing as recognized by Pacific Bell. His involvement and knowledge of telecommunications spans more than 10 years. From cellular service to pre-paid calling cards...from provisioning to finance. Mr. Semler has in-depth knowledge of this industry, its players and its major trends.

Mr. Semler brings to Pacific Centrex Services a sustained backroom insight into the telecommunications industry, relationships with major players and partners, and sales and marketing savvy.

Since its founding in 1996, Mr. Semler has served as chief executive officer and co founder of Pacific Centrex Services.

From 1996 to 1997 Mr. Semler was the founder and president of Direct Link Telecommunications, Inc., a wholesale prepaid calling card telecommunications provider located in Los Angeles.

From 1994 to 1996, Mid-Com Communications, Inc., a Seattle Washington headquartered facilities-based long distance carrier, employed Mr. Semler. At Mid-Com Communications he held various staff positions including customer care, provisioning, sales compensation and finance.

From 1991 to 1994, Mr. Semler was employed as a sales representative for Secure Net, Inc. a wireless telecommunications service provider.

Subash Khurana, COO

Mr. Khurana brings to Pacific Centrex over 15 years of project management and business operations for major corporations with over 200 million dollars in revenue. His wealth of experience covers the successful implementation of business startups, as well as established major international companies. He brings to the team organizational expertise required to run and maintain the complexities of telecommunications companies.

From 1997 to 1998 Mr. Khurana was Director of Hospitality Systems for SmarTalk Teleservices, Inc. His responsibilities included the development of P.O.S. Activation Systems for prepaid phone card sales and the managing and developing of a web based managing and reporting system to support and track millions of calling cards around the world.

He is a holder of a BS in Electrical Engineering and an MBA from the University of Hartford in Connecticut.

Kay Singian, Secretary & Treasurer

Ms. Singian brings to Pacific Centrex Service a wealth of knowledge and experience within the finance industry as well as corporate experience in handling human resources and all accounting matters.

Ms. Singian graduated with an accounting degree from the University of Santo Tomas in the Philippines and is also a registered CPA.

Manzu Rahman, Database Engineer

Mr. Rahman has been with Pacific Centrex Service since its beginning in 1996. He has worked extensively with various billing databases, including construction, setup and maintenance of all billing systems. Mr. Rahman in conjunction with Mr. Khurana have been responsible for the implementation of the most recent billing database used by Pacific Centrex Services to track inventory, services and usage.

Prior to joining Pacific Centrex Services Mr. Rahman worked as an account for FirstServeNet, an Internet startup company where he provided accounting service for 4 years.

Joshua Ploude, Network Specialist

Mr. Ploude brings to Pacific Centrex Services a fresh outlook and detailed knowledge of the technologies that are driving the telecommunications revolution today. Mr. Ploude has been aggressively planning the rollout of a facilities-based CLEC network. Since Pacific Centrex Services has become committed to the technology that will drive the network, Mr. Ploude has begun to supervise interconnection of Pacific Centrex Services network with all relevant ILECs. Mr. Ploude is a trained SMS800 Engineer. He has helped Pacific Centrex Services become a responsible organization and establish their SMS800 Department.

Prior to joining Pacific Centrex Services, Mr. Ploude worked as a computer consultant and research manager for Richard Dinel of R.H. Dinel Investment Counsel in Brentwood, California. During his experience Mr. Ploude became adept in the methods used to research companies that showed investment potential. He was responsible for generating portfolio performance statistics on a quarterly basis. Mr. Ploude has recently graduated from UCLA with a BA in Political Science.

Leila Davila, Provisioning Manager

Ms. Davila is responsible for supervising the provisioning department for Pacific Centrex Services. Ms. Davila has extensive order fulfillment experience with various ILECs, IXC's and other service providers. She heads a team of 5 individuals whose sole responsibility is ordering and maintenance of the services that Pacific Centrex Services provides.

EXHIBIT D

Financials

Pacific Centrex Services, Inc.

Balance Sheet

12/20/2004

As of November 30, 2004

Nov 30, '04

ASSETS

Current Assets

Checking/Savings

1000 · Petty Cash	200.00
1046 · Corp Acct - General	302,335.40
1047 · Corp Acct - Payroll	27,291.19
1048 · Business Maximizer Acct.	790,471.99
1049 · Corporate Tax Account	13,056.55
Total Checking/Savings	<u>1,133,355.13</u>

Accounts Receivable

1200 · Accounts Receivable	
1204 · Monthly NSF Checks	266,444.75
1205 · Monthly A/R	<u>6,447,984.92</u>
Total 1200 · Accounts Receivable	<u>6,714,429.67</u>
1202 · Reserve for Bad Debts	-1,862,524.85
1210 · Accounts Receivable - Access	<u>776,120.33</u>
Total Accounts Receivable	<u>5,628,025.15</u>

Other Current Assets

1230 · Interests Receivable	7,900.00
1401 · Employee Advances	
1409 · Employees - Officer I	382,695.82
1401 · Employee Advances - Other	<u>85,854.36</u>
Total 1401 · Employee Advances	<u>468,550.18</u>
1490 · Prepaid Expenses	
1493 · Prepaid Compensation	68,900.80
1494 · Prepaid Purchases	<u>25,164.56</u>
Total 1490 · Prepaid Expenses	<u>94,065.36</u>
Total Other Current Assets	<u>570,515.54</u>

Total Current Assets

7,331,895.82

Fixed Assets

1600 · Furniture & Fixtures	37,431.44
1604 · Automobiles	11,150.32
1605 · Computer Equipment	177,274.57
1610 · Office Equipment	45,471.42
1615 · Phone Equipment	192,556.23
1620 · Leasehold Improvements	21,726.14
1625 · Software	187,751.11
1635 · Telecom Equipment	266,586.12
1700 · Accumulated Depreciation	<u>-456,063.00</u>
Total Fixed Assets	<u>483,884.35</u>

Other Assets

1801 · Accumulated Amortization	-966,238.00
1910 · Deposits	
1915 · Security Deposits	<u>24,429.33</u>
Total 1910 · Deposits	<u>24,429.33</u>
1930 · Acquisitions	
1931 · Acquisition - Furst Group C.B.	<u>500,000.00</u>
Total 1930 · Acquisitions	<u>500,000.00</u>

	<u>Nov 30, '04</u>
1990 · Goodwill	679,982.42
Total Other Assets	<u>238,173.75</u>
TOTAL ASSETS	<u>8,053,953.92</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	3,034,680.78
Total Accounts Payable	<u>3,034,680.78</u>
Other Current Liabilities	
2250 · Garnishments Payable	0.02
2251 · 401K Payable	2,540.19
2252 · Retirement Plan Payable	-40,000.00
2260 · Tax Payable - Fed/State/Surchrg	338,146.07
Total Other Current Liabilities	<u>300,686.28</u>
Total Current Liabilities	3,335,367.06
Long Term Liabilities	
2401 · Interest Payable - Affiliate	33,466.45
2500 · Settlements Payable	121,500.00
2700 · Shareholders Loan	
2710 · A.J. Semler	50,000.00
2715 · D.K. Semler	50,000.00
2720 · D.T. Semler	80,000.00
2734 · Portland Trust	25,000.00
2740 · S.R. Semler	50,000.00
2746 · Ron and Lisa Semler Fam.Trust	1,627,012.19
2747 · M.S. Semler	50,000.00
2748 · M.R. Semler	50,000.00
2749 · R.M. Semler	50,000.00
Total 2700 · Shareholders Loan	<u>2,032,012.19</u>
2800 · Leases Payable	
2804 · MBE	37,372.79
Total 2800 · Leases Payable	<u>37,372.79</u>
Total Long Term Liabilities	<u>2,224,351.43</u>
Total Liabilities	5,559,718.49
Equity	
3000 · Capital Stock	200.00
3100 · Retained Earnings	1,220,358.45
3120 · PIC - Semler's	106,168.00
3165 · Distribution 2003 - MDSemler	-700,000.00
3166 · Distribution 2003 - RHSemler	-700,000.00
3167 · Distribution 2004 - MDSemler	-1,718,012.19
3168 · Distribution 2004 - RHSemler	-1,718,012.19
Net Income	6,003,533.36
Total Equity	<u>2,494,235.43</u>
TOTAL LIABILITIES & EQUITY	<u>8,053,953.92</u>

acific Centrex Services, Inc.

Profit & Loss

January through November 2004

	Jan '04	Feb '04	Mar '04	Apr '04	May '04	Jun '04	Jul '04	Aug '04	Sep '04
inary Income/Expense									
Income									
4000 · Sales									
4001 · Full Service Sales	1,763,977.16	1,880,623.90	1,920,208.57	1,934,864.47	1,938,085.05	2,012,147.29	2,062,844.60	2,232,195.29	2,237,743.88
4003 · Sales - Finance Charges	21,124.79	22,593.95	23,086.62	25,631.24	24,896.42	27,119.12	24,748.04	23,387.53	25,366.63
4005 · Sales - Taxes & Surcharges	396,236.69	421,008.45	460,064.86	461,148.93	482,860.57	507,706.30	551,901.37	553,281.71	603,964.15
4006 · Access Charges	161,379.27	246,413.65	283,503.08	264,072.62	278,072.66	294,240.93	264,513.22	272,470.39	321,197.21
4010 · Write-offs/Refunds	-4,132.92	0.00	-411.53	-3,092.90	-141.47	-3,118.63	-5,354.06	-620.12	-102.82
4020 · Credits Allowed	-86,515.07	-46,134.41	-92,390.43	-56,257.72	-62,687.83	-77,346.49	-119,712.21	-68,539.78	-179,350.41
4021 · Debit Adjustments	117,886.57	126,122.32	150,990.35	206,517.39	229,429.31	126,876.44	212,075.53	189,042.96	183,152.10
Total 4000 · Sales	2,369,956.49	2,650,627.86	2,745,051.52	2,832,884.03	2,890,514.71	2,887,624.96	2,991,016.49	3,201,217.98	3,191,970.74
4050 · Interest Income	547.58	469.80	482.95	439.42	410.45	484.15	457.56	517.06	14,490.27
4100 · Recovery Income from Embezzleme	250.00	250.00	0.00	250.00	500.00	500.00	500.00	500.00	500.00
4200 · Other Income-Judgement	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,375.63
Total Income	2,378,254.07	2,651,347.66	2,745,534.47	2,833,573.45	2,891,425.16	2,888,609.11	2,991,974.05	3,202,235.04	3,231,336.64
Cost of Goods Sold									
5000 · Purchases									
5001 · Usage Charges									
5002 · Full Service	389,263.78	221,740.86	193,051.08	156,291.63	80,090.80	78,683.04	74,223.53	54,263.75	56,826.92
5003 · Long Distance	143,567.06	147,066.53	168,808.72	166,616.85	161,629.00	168,450.74	198,889.52	192,014.03	238,963.95
5004 · Other Charges	701,132.35	867,319.06	853,801.06	835,797.69	880,189.52	913,167.05	1,009,483.81	1,132,262.78	1,029,225.28
5006 · Internet Services	8,921.88	8,623.14	7,475.60	6,012.02	5,145.23	5,069.46	6,831.00	6,003.87	7,055.12
5009 · Voice Messaging	10,737.01	10,673.94	6,254.79	7,723.98	6,644.06	6,060.15	7,516.25	8,730.00	6,998.35
Total 5001 · Usage Charges	1,253,622.08	1,255,423.53	1,229,391.25	1,172,442.17	1,133,698.61	1,171,430.44	1,296,944.11	1,393,274.43	1,339,069.62
Total 5000 · Purchases	1,253,622.08	1,255,423.53	1,229,391.25	1,172,442.17	1,133,698.61	1,171,430.44	1,296,944.11	1,393,274.43	1,339,069.62
Total COGS	1,253,622.08	1,255,423.53	1,229,391.25	1,172,442.17	1,133,698.61	1,171,430.44	1,296,944.11	1,393,274.43	1,339,069.62
Gross Profit	1,124,631.99	1,395,924.13	1,516,143.22	1,661,131.28	1,757,726.55	1,717,178.67	1,695,029.94	1,808,960.61	1,892,267.02
Expense									
6000 · Salaries									
6002 · Billing	12,771.60	15,860.53	15,542.46	15,850.86	15,863.36	15,474.66	15,733.96	15,846.26	17,630.08
6003 · Commissions	0.00	4,000.00	4,500.00	1,000.00	69,216.00	1,500.00	1,528.00	0.00	0.00
6004 · Customer Service	30,294.98	37,857.07	39,550.28	43,704.58	40,808.81	38,991.71	39,533.99	37,365.44	38,306.09
6005 · Info Services	12,905.24	15,238.31	15,002.10	15,366.67	14,731.87	15,255.49	15,441.29	15,098.67	14,940.52

	Jan '04	Feb '04	Mar '04	Apr '04	May '04	Jun '04	Jul '04	Aug '04	Sep '04
6006 · Management	33,250.00	48,250.00	42,000.00	42,000.00	42,000.00	42,000.00	42,000.00	42,000.00	42,000.00
6007 · Office	11,043.85	11,062.51	13,822.68	15,567.43	15,602.22	16,655.83	17,921.79	19,011.40	17,776.10
6010 · Sales	31,540.22	23,982.20	20,024.48	18,774.48	15,179.48	19,814.47	26,141.20	23,865.75	22,300.45
6011 · Technician	6,869.12	9,597.04	10,459.43	10,778.62	10,292.28	10,811.74	10,704.21	10,342.27	10,876.72
6013 · Collections	8,259.18	11,254.16	11,794.14	14,395.93	11,667.69	12,162.02	13,892.37	12,666.18	11,593.14
6014 · Provisioning	14,627.43	17,174.36	19,299.86	19,571.77	19,060.81	19,821.81	20,548.58	20,197.87	21,449.53
6015 · Bonus	0.00	0.00	1,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00
6016 · QA/Setup	9,349.83	10,463.73	12,184.30	10,937.36	12,172.95	10,414.50	15,709.65	41,943.58	19,100.01
6000 · Salaries - Other	-98,284.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 6000 · Salaries	72,626.97	204,739.91	205,179.73	209,947.70	266,595.47	202,902.23	219,155.04	238,337.42	215,972.64
6100 · Operating Expenses									
6101 · Accounting Services	5,230.00	1,950.00	1,269.00	0.00	632.50	0.00	5,551.00	8,900.00	6,537.00
6105 · Agent Commissions	204,591.67	249,025.50	183,242.30	325,135.66	272,264.80	174,854.95	405,269.55	394,968.80	534,081.90
6115 · Automobile Expense	15,279.49	12,454.81	12,248.77	13,860.78	13,829.17	12,489.23	12,519.48	11,700.32	12,370.64
6120 · Bad Debts	104,833.03	121,020.54	127,011.09	129,527.28	132,573.47	133,590.60	135,541.13	144,438.36	146,974.29
6121 · Collection of BD Provisions	-3,181.33	-5,213.83	-3,266.98	-3,684.63	-3,516.50	-1,861.35	-5,936.14	-5,895.64	-2,621.83
6125 · Bank Charges	4,745.31	4,886.53	5,686.95	5,815.75	5,115.10	5,744.26	5,650.53	6,113.41	5,397.70
6130 · Business Development	1,715.83	145.31	98.85	0.00	1,277.07	7,500.00	3,264.45	534.53	3,280.07
6135 · Casual Labor	1,000.00	1,000.00	1,844.25	2,493.00	1,650.00	1,720.00	3,102.40	955.00	0.00
6136 · Cash Over/Short	0.00	0.00	0.00	0.00	0.00	0.00	0.78	0.00	0.10
6145 · Computer Expense									
6146 · Software	2,178.75	2,178.75	2,178.75	2,178.75	2,178.75	2,178.75	2,178.75	2,178.75	2,178.75
6145 · Computer Expense - Other	8,485.96	8,904.92	8,225.77	15,823.38	15,613.15	12,100.87	6,600.57	7,371.00	6,060.38
Total 6145 · Computer Expense	10,664.71	11,083.67	10,404.52	18,002.13	17,791.90	14,279.62	8,779.32	9,549.75	8,239.13
6150 · Data Processing/Billing	2,478.62	5,351.43	5,527.96	4,751.94	5,203.23	4,550.03	4,646.08	5,344.71	5,188.05
6155 · Donations & Contributions	0.00	0.00	0.00	500.00	0.00	1,500.00	0.00	1,150.00	0.00
6160 · Dues & Subscriptions	286.39	109.88	0.00	35.00	0.00	382.46	153.20	135.00	0.00
6165 · Legal Fees	15,255.20	8,984.22	1,112.50	1,793.96	2,675.10	5,273.17	1,613.04	1,306.03	2,334.33
6170 · Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59.61	0.00
6174 · Network Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,711.70
6175 · Office Supplies	13,845.89	2,182.42	2,262.39	2,448.28	249.54	6,591.15	2,786.97	2,714.12	2,183.06
6180 · Outside Services									
6181 · Janitorial	500.00	1,000.00	500.00	936.00	1,172.00	416.00	2,064.00	714.57	2,522.00
6182 · Technical	7,004.55	12,703.27	6,056.43	4,616.48	4,313.00	3,722.75	4,782.00	3,947.13	4,785.70
6184 · Security	0.00	0.00	0.00	0.00	927.50	0.00	0.00	0.00	42.00
Total 6180 · Outside Services	7,504.55	13,703.27	6,556.43	5,552.48	6,412.50	4,138.75	6,846.00	4,661.70	7,349.70
6185 · Postage & Delivery	9,843.82	19,453.71	11,639.33	12,150.72	10,720.23	17,616.01	33,085.30	39,459.46	31,421.28
6190 · Telephone	2,776.94	2,988.30	2,744.49	1,775.49	1,593.49	3,070.84	2,380.33	3,645.36	2,296.80
Total 6100 · Operating Expenses	396,870.12	449,126.76	368,381.85	520,157.84	468,471.60	391,439.72	625,253.42	629,740.52	769,743.92

	Jan '04	Feb '04	Mar '04	Apr '04	May '04	Jun '04	Jul '04	Aug '04	Sep '04
6200 · Employee Benefits									
6205 · Employee Education	0.00	0.00	0.00	0.00	2,583.00	0.00	0.00	0.00	0.00
6210 · Employee Incentives	5,209.11	517.42	3,527.07	3,562.06	5,611.26	10,485.15	53,422.60	6,273.99	544.57
6215 · Payroll Expenses	774.24	259.74	268.09	340.85	355.90	433.45	369.20	443.70	389.75
6220 · Payroll Taxes	19,209.77	20,554.36	18,848.07	28,189.60	16,552.04	16,497.41	16,702.49	16,349.48	14,252.32
6225 · Training	0.00	0.00	0.00	0.00	1,200.00	0.00	0.00	0.00	500.00
6230 · Health Insurance	9,917.61	10,047.99	9,757.53	9,439.21	10,674.35	12,305.55	12,360.23	12,182.38	12,528.00
6235 · Retirement	172.00	172.00	172.00	297.00	172.00	172.00	172.00	172.00	172.00
Total 6200 · Employee Benefits	35,282.73	31,551.51	32,572.76	41,828.72	37,148.55	39,893.56	83,026.52	35,421.55	28,386.64
6300 · Insurance									
6305 · Officer's Life Insurance	12,376.03	8,321.54	8,321.54	8,321.54	8,321.54	8,321.54	8,321.54	8,321.54	8,321.54
6310 · Liability	4,818.48	646.73	1,048.25	1,195.06	1,195.06	1,195.06	1,195.06	1,195.06	1,254.81
6320 · Workers Compensation	0.00	5,269.00	2,302.80	2,302.80	2,302.80	2,302.80	2,302.80	2,302.80	2,302.80
Total 6300 · Insurance	17,194.51	14,237.27	11,672.59	11,819.40	11,819.40	11,819.40	11,819.40	11,819.40	11,879.15
6400 · Other Fees & Expenses									
6410 · Consultant & Mgmt Fee									
6411 · CAB - Consultancy	6,614.29	6,106.69	6,966.67	8,023.79	7,557.75	8,083.25	8,568.91	8,724.21	8,991.95
6412 · TAX - Consultancy	0.00	2,551.98	2,676.50	2,439.10	2,428.00	2,426.50	2,426.50	2,130.96	0.00
Total 6410 · Consultant & Mgmt Fee	6,614.29	8,658.67	9,643.17	10,462.89	9,985.75	10,509.75	10,995.41	10,855.17	8,991.95
Total 6400 · Other Fees & Expenses	6,614.29	8,658.67	9,643.17	10,462.89	9,985.75	10,509.75	10,995.41	10,855.17	8,991.95
6600 · Occupancy Cost									
6601 · Rent	9,398.00	7,425.00	7,398.00	9,467.64	7,425.00	7,425.00	9,420.00	7,425.00	7,425.00
6602 · Parking	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
6605 · Utilities	789.95	32.00	2,868.71	1,617.77	2,004.87	1,827.22	2,299.16	2,384.07	2,785.73
6615 · Decorations	0.00	0.00	0.00	0.00	0.00	0.00	201.57	0.00	1,455.32
Total 6600 · Occupancy Cost	10,687.95	7,957.00	10,766.71	11,585.41	9,929.87	9,752.22	12,420.73	10,309.07	12,166.05
6650 · Repairs and Maintenance									
6651 · Building Repairs	13,007.54	6,104.98	1,837.19	4,796.95	3,977.27	3,747.08	1,865.03	936.42	461.82
6652 · Equipment Repairs	484.96	0.00	0.00	85.00	85.00	1,605.40	137.65	5,240.12	868.19
6655 · Equipment Rental	0.00	0.00	0.00	0.00	0.00	0.00	294.60	310.69	226.74
Total 6650 · Repairs and Maintenance	13,492.50	6,104.98	1,837.19	4,881.95	4,062.27	5,352.48	2,297.28	6,487.23	1,556.75
6800 · Taxes & Licenses									
6805 · Fees and Licenses	3,648.00	35.00	502.20	417.71	100.00	100.76	423.69	0.00	5,517.49
6810 · Corporate Taxes	0.00	0.00	0.00	0.00	521.30	0.00	0.00	0.00	0.00
6812 · Sales Tax	127,418.49	128,996.10	151,002.27	170,501.98	172,295.51	197,494.94	206,124.37	269,496.29	244,770.34

	Jan '04	Feb '04	Mar '04	Apr '04	May '04	Jun '04	Jul '04	Aug '04	Sep '04
Total 6800 · Taxes & Licenses	131,066.49	129,031.10	151,504.47	170,919.69	172,916.81	197,595.70	206,548.06	269,496.29	250,287.83
6999 · Uncategorized Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7200 · Marketing & Advertising									
7250 · Advertising & Promotion	1,525.01	1,209.06	14,971.48	1,328.34	1,572.14	24,992.49	3,653.57	2,454.92	1,364.49
7251 · Printing	3,983.61	4,207.13	825.00	1,840.25	497.82	12,037.50	2,246.19	1,239.46	0.00
Total 7200 · Marketing & Advertising	5,508.62	5,416.19	15,796.48	3,168.59	2,069.96	37,029.99	5,899.76	3,694.38	1,364.49
7300 · Entertainment & Travel									
7310 · Entertainment	2,989.66	2,922.79	3,245.02	1,966.03	2,905.66	3,267.13	3,669.36	3,027.73	6,635.02
7350 · Travel									
7351 · Agent Conference	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00
7352 · Airfares	426.10	1,771.13	1,662.50	2,602.28	1,895.20	3,541.19	2,379.11	2,795.89	3,602.63
7353 · Miscellaneous Travel	0.00	0.00	631.61	0.00	0.00	0.00	0.00	0.00	0.00
7354 · Hotels	0.00	2,075.05	199.40	257.63	1,357.52	2,576.54	1,331.84	283.70	3,182.75
7355 · Meals	0.00	165.98	267.93	339.19	0.00	0.00	0.00	0.00	75.99
7356 · Auto Rental	0.00	0.00	304.64	0.00	0.00	0.00	0.00	0.00	266.84
7350 · Travel - Other	0.00	0.00	821.68	0.00	0.00	0.00	598.34	0.00	130.37
Total 7350 · Travel	426.10	4,012.16	3,887.76	3,199.10	3,252.72	6,117.73	4,309.29	3,079.59	7,708.58
7300 · Entertainment & Travel - Other	0.00	0.00	0.00	28.90	0.00	0.00	0.00	0.00	0.00
Total 7300 · Entertainment & Travel	3,415.76	6,934.95	7,132.78	5,194.03	6,158.38	9,384.86	7,978.65	6,107.32	14,343.60
Total Expense	692,759.94	863,757.34	814,487.73	989,966.22	989,158.06	915,679.91	1,185,394.27	1,222,268.35	1,314,693.02
Net Ordinary Income	431,872.05	532,166.79	701,655.49	671,165.06	768,568.49	801,498.76	509,635.67	586,692.26	577,574.00
Other Income/Expense									
Other Expense									
9100 · Prior Period Expenses	41,711.81	0.00	4,202.10	6,539.00	0.00	0.00	0.00	0.00	0.00
9150 · Finance Charges	21.06	0.00	118.44	127.53	200.60	433.91	87.91	0.00	0.00
9400 · Interest Expense	16,204.81	14,157.53	16,349.33	15,821.92	16,349.33	15,821.92	15,889.29	17,007.55	16,458.90
Total Other Expense	57,937.68	14,157.53	20,669.87	22,488.45	16,549.93	16,255.83	15,977.20	17,007.55	16,458.90
Net Other Income	-57,937.68	-14,157.53	-20,669.87	-22,488.45	-16,549.93	-16,255.83	-15,977.20	-17,007.55	-16,458.90
Income	373,934.37	518,009.26	680,985.62	648,676.61	752,018.56	785,242.93	493,658.47	569,684.71	561,115.10
NOTE : Some Invoices still not entered									

Pacific Centrex Services, Inc.			
Profit & Loss			
January through November 2004			12/20/2004
	Oct '04	Nov '04	TOTAL
Ordinary Income/Expense			
Income			
4000 · Sales			
4001 · Full Service Sales	2,196,361.88	2,179,204.34	22,358,256.43
4003 · Sales - Finance Charges	26,609.02	26,183.79	270,747.15
4005 · Sales - Taxes & Surcharges	658,458.13	626,254.56	5,722,885.72
4006 · Access Charges	304,798.40	280,293.03	2,970,954.46
4010 · Write-offs/Refunds	-2,813.56	-490.72	-20,278.73
4020 · Credits Allowed	-58,050.73	-70,217.51	-917,202.59
4021 · Debit Adjustments	197,920.39	178,931.59	1,918,944.95
Total 4000 · Sales	3,323,283.53	3,220,159.08	32,304,307.39
4050 · Interest Income	744.18	847.89	19,891.31
4100 · Recovery Income from Embezzleme	0.00	0.00	3,250.00
4200 · Other Income-Judgement	0.00	0.00	31,875.63
Total Income	3,324,027.71	3,221,006.97	32,359,324.33
Cost of Goods Sold			
5000 · Purchases			
5001 · Usage Charges			
5002 · Full Service	38,173.92	19,676.31	1,362,285.62
5003 · Long Distance	235,279.25	194,972.06	2,016,257.71
5004 · Other Charges	1,536,999.51	1,515,889.12	11,275,267.23
5006 · Internet Services	9,328.61	9,097.58	79,563.51
5009 · Voice Messaging	6,130.10	71,226.45	148,695.08
Total 5001 · Usage Charges	1,825,911.39	1,810,861.52	14,882,069.15
Total 5000 · Purchases	1,825,911.39	1,810,861.52	14,882,069.15
Total COGS	1,825,911.39	1,810,861.52	14,882,069.15
Gross Profit	1,498,116.32	1,410,145.45	17,477,255.18
Expense			
6000 · Salaries			
6002 · Billing	18,352.16	19,140.87	178,066.80
6003 · Commissions	6,904.22	0.00	88,648.22
6004 · Customer Service	40,929.09	40,752.99	428,095.03
6005 · Info Services	15,164.46	14,952.29	164,096.91

	Oct '04	Nov '04	TOTAL
6006 · Management	42,000.00	42,000.00	459,500.00
6007 · Office	17,395.49	17,764.37	173,623.67
6010 · Sales	22,090.70	22,368.72	246,082.15
6011 · Technician	12,619.11	12,957.09	116,307.63
6013 · Collections	12,996.43	13,050.00	133,731.24
6014 · Provisioning	24,823.89	20,620.08	217,195.99
6015 · Bonus	0.00	0.00	3,000.00
6016 · QA/Setup	21,727.90	18,809.35	182,813.16
6000 · Salaries - Other	0.00	0.00	-98,284.48
Total 6000 · Salaries	235,003.45	222,415.76	2,292,876.32
6100 · Operating Expenses			
6101 · Accounting Services	-3,640.00	2,218.50	28,648.00
6105 · Agent Commissions	343,187.53	289,714.80	3,376,337.46
6115 · Automobile Expense	13,602.06	13,343.91	143,698.66
6120 · Bad Debts	151,368.68	145,718.33	1,472,596.80
6121 · Collection of BD Provisions	-4,596.33	-29,886.66	-69,661.22
6125 · Bank Charges	5,713.51	5,705.56	60,574.61
6130 · Business Development	9,564.00	2,800.44	30,180.55
6135 · Casual Labor	900.00	560.00	15,224.65
6136 · Cash Over/Short	-0.01	0.00	0.87
6145 · Computer Expense			
6146 · Software	2,178.75	2,287.69	24,075.19
6145 · Computer Expense - Other	21,678.35	1,263.27	112,127.62
Total 6145 · Computer Expense	23,857.10	3,550.96	136,202.81
6150 · Data Processing/Billing	9,875.48	11,987.80	64,905.33
6155 · Donations & Contributions	0.00	0.00	3,150.00
6160 · Dues & Subscriptions	222.10	160.16	1,484.19
6165 · Legal Fees	3,133.42	1,513.00	44,993.97
6170 · Miscellaneous	0.00	110.00	169.61
6174 · Network Supplies	500.00	261.50	5,473.20
6175 · Office Supplies	942.78	2,854.41	39,061.01
6180 · Outside Services			
6181 · Janitorial	1,363.32	1,384.00	12,571.89
6182 · Technical	4,918.00	5,353.34	62,202.65
6184 · Security	414.00	35.00	1,418.50
Total 6180 · Outside Services	6,695.32	6,772.34	76,193.04
6185 · Postage & Delivery	19,059.17	20,667.04	225,116.07
6190 · Telephone	2,120.33	3,866.68	29,259.05
Total 6100 · Operating Expenses	582,505.14	481,918.77	5,683,608.66

	Oct '04	Nov '04	TOTAL
6200 · Employee Benefits			
6205 · Employee Education	0.00	0.00	2,583.00
6210 · Employee Incentives	5,329.65	11,399.94	105,882.82
6215 · Payroll Expenses	391.20	404.55	4,430.67
6220 · Payroll Taxes	14,797.14	14,450.41	196,403.09
6225 · Training	0.00	0.00	1,700.00
6230 · Health Insurance	13,089.26	12,312.90	124,615.01
6235 · Retirement	-322.97	172.00	1,522.03
Total 6200 · Employee Benefits	33,284.28	38,739.80	437,136.62
6300 · Insurance			
6305 · Officer's Life Insurance	8,821.54	8,321.54	96,091.43
6310 · Liability	45,528.00	0.00	59,271.57
6320 · Workers Compensation	2,302.80	2,302.80	25,994.20
Total 6300 · Insurance	56,652.34	10,624.34	181,357.20
6400 · Other Fees & Expenses			
6410 · Consultant & Mgmt Fee			
6411 · CAB - Consultancy	10,482.99	10,096.36	90,216.86
6412 · TAX - Consultancy	0.00	0.00	17,079.54
Total 6410 · Consultant & Mgmt Fee	10,482.99	10,096.36	107,296.40
Total 6400 · Other Fees & Expenses	10,482.99	10,096.36	107,296.40
6600 · Occupancy Cost			
6601 · Rent	9,420.00	7,425.00	89,653.64
6602 · Parking	500.00	500.00	5,500.00
6605 · Utilities	2,472.08	2,103.42	21,184.98
6615 · Decorations	0.00	167.27	1,824.16
Total 6600 · Occupancy Cost	12,392.08	10,195.69	118,162.78
6650 · Repairs and Maintenance			
6651 · Building Repairs	2,800.00	7,466.39	47,000.67
6652 · Equipment Repairs	2,144.73	679.99	11,331.04
6655 · Equipment Rental	440.71	0.00	1,272.74
Total 6650 · Repairs and Maintenance	5,385.44	8,146.38	59,604.45
6800 · Taxes & Licenses			
6805 · Fees and Licenses	50.00	970.02	11,764.87
6810 · Corporate Taxes	0.00	-12,857.05	-12,335.75
6812 · Sales Tax	255,059.02	261,836.79	2,184,996.10

	Oct '04	Nov '04	TOTAL
Total 6800 - Taxes & Licenses	255,109.02	249,949.76	2,184,425.22
6999 - Uncategorized Expenses	0.00	0.00	0.00
7200 - Marketing & Advertising	813.59	5,576.26	59,461.35
7250 - Advertising & Promotion	692.80	0.00	27,569.76
7251 - Printing	1,506.39	5,576.26	87,031.11
Total 7200 - Marketing & Advertising	4,053.41	4,603.72	39,285.53
7300 - Entertainment & Travel	450.00	0.00	900.00
7310 - Entertainment	4,180.43	7,494.76	32,351.22
7350 - Travel	0.00	0.00	631.61
7351 - Agent Conference	1,806.14	2,014.88	15,085.45
7352 - Airfares	0.00	0.00	849.09
7353 - Miscellaneous Travel	0.00	0.00	571.48
7354 - Hotels	0.00	0.00	1,550.39
7355 - Meals	0.00	0.00	51,939.24
7356 - Auto Rental	0.00	0.00	28.90
7350 - Travel - Other	6,436.57	9,509.64	91,253.67
Total 7350 - Travel	0.00	0.00	28.90
7300 - Entertainment & Travel - Other	10,489.98	14,113.36	91,253.67
Total 7300 - Entertainment & Travel	1,202,811.11	1,051,776.48	11,242,752.43
Total Expense	295,305.21	358,368.97	6,234,502.75
Net Ordinary Income			
Other Income/Expense			
Other Expense	0.00	0.00	52,452.91
9100 - Prior Period Expenses	0.00	0.00	989.45
9150 - Finance Charges	17,007.55	16,458.90	177,527.03
9400 - Interest Expense	17,007.55	16,458.90	230,969.39
Total Other Expense	-17,007.55	-16,458.90	-230,969.39
Net Other Income	278,297.66	341,910.07	6,003,533.36
Net Income			
NOTE : Some Invoices still not entered			

EXHIBIT E

Tariff

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 Pacific Centrex Services, 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: 6855 Tujunga Avenue, North Hollywood, CA 91605.

Issued:

Effective:

Issued by: M. Devin Semler, President
Pacific Centrex Services, Inc.
6855 Tujunga Avenue
North Hollywood, CA 91605

CHECK SHEET

The title page and pages 1-38 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>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original	35	Original
2	Original	19	Original	36	Original
3	Original	20	Original	37	Original
4	Original	21	Original	38	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	32	Original		
16	Original	33	Original		
17	Original	34	Original		

* New or Revised Sheets

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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

Issued:

Effective:

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North Hollywood, CA 91605

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

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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 Pacific Centrex Services, Inc. ("Company").

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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

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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 that 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.

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Call

A completed connection between the Calling and Called Stations.

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

Pacific Centrex Services, 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.

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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.

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.

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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

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.

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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.

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 that 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.

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Primary Route

The route that 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.

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 that 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.

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Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that 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. Such offerings will be filed with the SDPUC.

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.

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.

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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.

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- 2.1.7. The Customer may terminate service upon reasonable notice for Company's standard month-to-month contract. Customer will be liable for all usage on any of Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.
- 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.
- 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.

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- 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.
- 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.

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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 be determined by the Commission or a court of competent jurisdiction pursuant to SDCL 49-13-1 and 49-13-1.1.
- 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.
- 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.

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- 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 times in full force and effect until modified in writing.
- 2.3.7. 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.
- 2.3.8. 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.

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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.

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.

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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's/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 that 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 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.

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

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- 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 that 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.

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- 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 the applicable contract law statute of limitations or such invoice will be deemed to be correct and binding on the Customer.
- 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. Tax and Fee Adjustments
- 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.

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- 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.
- 2.10.5. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.

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2.10.6. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

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:

	<u>V</u>	<u>H</u>
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.

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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.

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.

2.15. Customer Inquires and Complaints

2.15.1. Customers may direct inquiries and complaints to the Company or the Commission by using the address and toll free number set forth below:

Pacific Centrex Services, Inc.
6855 Tujunga Avenue
North Hollywood, CA 91605
(800) 881-7054

South Dakota Public Utilities Commission
1st Floor State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501
(800) 332-1782
TTY Through Relay South Dakota
(800) 877-1113

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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.

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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 sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

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.

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4. RATES AND CHARGES

4.1. Usage Rates

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

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4.2. Switched Inbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial _____ Seconds	Additional _____ Seconds
ALL	\$0.0	\$0.0

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4.3. Dedicated Inbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial _____ Seconds	Additional _____ Seconds
ALL	\$0.0	\$0.0

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4.4. Switched Outbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial _____ Seconds	Additional _____ Seconds
ALL	\$0.0	\$0.0

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4.5. Dedicated Outbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial _____ Seconds	Additional _____ Seconds
ALL	\$0.0	\$0.0

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4.6. Calling Card Usage Rates

4.6.1. Customers using the Company's Calling Card to place long distance calls incur a \$0._____ per call charge in addition to the per minute usage charge set forth hereinafter.

DAY/EVENING/NIGHT/WEEKEND

Mileage	Initial _____ Seconds	Additional _____ Seconds
ALL	\$0.0	\$0.0

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4.7. Recurring Charges

4.7.1. Customers will incur the following monthly Recurring Charges:

	SWITCHED ACCESS	DEDICATED ACCESS
Per 800 Number	\$	\$
Accounting Codes (non-verified)	\$	\$
Authorization Codes/BTN (verified)	\$	\$
Authorization Code change/add/delete	\$	\$
Monthly Recurring Charge Per T-1	\$	\$
Monthly Billing Charge	\$	\$

4.8. Non-recurring Charges

4.8.1. Customers will incur the following Non-recurring Charges:

	SWITCHED ACCESS	DEDICATED ACCESS
Per 800/888 Number	\$	\$
Accounting Codes (non-verified)	\$	\$
Authorization Codes/BTN (verified)	\$	\$
Authorization Code change/add/delete	\$	\$
Set and Installation Charge	\$	\$

4.9. Special Promotional Offering

4.9.1. 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. Such promotions will be filed with the Commission.

4.10. Emergency Calls

4.10.1. 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.

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4.11. Payphone Use Service Charge

4.11.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0._____.

4.12. Universal Connectivity Charge

4.12.1. Services provided pursuant to this tariff are subject to an undiscountable monthly Universal Connectivity Charge. This monthly service charge is a percent of the Customer's total net intrastate, interstate and international charges, after application of all applicable discounts and credits, equal to the current FCC Contribution Factor.

4.12.1.A. The Company will waive the Universal Connectivity Charge with respect to specifically identified Company charges to the extent that the Customer demonstrates to the Company's reasonable satisfaction that:

1. the Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks the waiver;
2. the charges with respect to which the waiver is sought are for services purchased by Customer for resale; and
3. the Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with the Customer's resale of services purchased from the Company.

4.12.1.B. The Universal Connectivity Charge will not be waived with respect to:

1. charges for services purchased by the Customer for its own use as an end user; or
2. charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges.

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