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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Also Admitted in New York
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Telephone: (770) 232-9200
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April 14, 1998

VIA AIRBORNE EXPRESS

Mr. William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070
(605) 773-3201

Re: Park 'N View, Inc.

Dear Mr. Bullard:

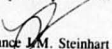
Enclosed please find one original and ten (10) copies of Park 'N View, Inc.'s Application for Registration of a Telecommunications Company.

In order to expedite the processing of this application, I would like to suggest that all requests for information by the analyst be made by either telephone or facsimile. I will make every effort to respond on the day of the request.

I have also enclosed a check in the amount of \$250.00 payable to the "South Dakota Public Utilities Commission" for the filing fee, and an extra copy of this cover letter to be date stamped and returned to me in the enclosed self-addressed prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,


Lance J.M. Steinhart
Attorney for Park 'N View, Inc.

Enclosures

cc: Stephen Conkling

TC98-069

APPLICATION FOR REGISTRATION
OF PARK 'N VIEW, INC.
FILED WITH THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE)
APPLICATION OF)
PARK 'N VIEW, INC.)
FOR AN ORDER) Docket No. _____
AUTHORIZING THE REGISTRATION)
OF APPLICANT AS A)
TELECOMMUNICATIONS COMPANY)

APPLICATION

Application is hereby made to the South Dakota Public Utilities Commission for an Order authorizing Park 'N View, Inc. ("Applicant") to register as a telecommunications company within the State of South Dakota. The following information is furnished in support thereof:

1. Name, Address and Telephone Number of Applicant

Park 'N View, Inc.
11711 NW 39th Street
Coral Springs, Florida 33065
(954) 745-7800

The Applicant will provide services under the name Park 'N View, Inc.

All inquiries regarding regulatory matters should be addressed to:

Lance J.M. Steinhart, Esq.
6455 East Johns Crossing, Suite 285
Duluth, Georgia 30097
(770) 232-9200
(770) 232-9208 (Fax)

All inquiries regarding complaints against the company should be addressed to:

Sharon Derrick
11711 NW 39th Street
Coral Springs, Florida 33065
(800) 347-1664

2. Registered Agent

The name and address of the Applicant's registered agent are:

Corporation Service Company
503 South Pierre Street
Pierre, SD 57501

3. Description of the Applicant

Applicant was incorporated in the State of Delaware on September 18, 1995. Its duration is perpetual. The company was formed to provide cable television and telephone service to long haul truck drivers at truck stops throughout the country. As of June 30, 1997, the company had 41 sites in operation. A copy of Applicant's authority to transact business as a foreign corporation in the State of South Dakota is attached hereto as Exhibit A. A copy of the Applicant's Articles of Incorporation is attached as Exhibit B hereto.

4. Facilities

Applicant does not own or maintain any transmission facilities or Class 5 switching equipment in the State of South Dakota. The Applicant will provide services through Intermedia or other certificated underlying carriers. (See question 9).

5. **Stockholders**

The names and addresses of all 5% or greater stockholders of Applicant are as follows:

Name and Address	Shares Owned	Percentage of all Shares Issued and Outstanding and Voting Control
Patricof & Co. & Affiliates 445 Park Ave. New York, NY 10022	2,372,919	27.8%
Hillman Family Trusts 1800 Grant Building Pittsburgh, PA 15219	1,250,000	14.7%
State of Michigan Retirement State Treasurer PO Box 15128 Lansing, MI 48901	1,140,918	13.4%
Sam Hashman 11711 NW 39th Street Coral Springs, Florida 33065	988,610	11.6%
MPN Partners 11711 NW 39th Street Coral Springs, Florida 33065	517,906	6.1%
Benefit Capital Mgmt. Corp. 39 Old Ridgebury Rd. Danbury, CT 06817	500,000	5.9%

6. **Officers and Directors**

The name and address of the officers and directors of Applicant are as follows:

OFFICERS

Ian Williams	President
Stephen Conkling	CFO
Anthony Allen	Secretary
William Buzbee	VP - Business Dev. & Industry Relations
Ralph Head	VP - Fleet Sales
Yves Maynard	VP - Engineering
Alexander Ezazi	VP - Marketing
Richard K. Brenner	VP - Sales
Jody Green	VP - Product Development

Directors

Ian Williams
Daniel O'Connell
Robert Chefitz
Thomas Hirschfeld
David Turner
Richard Johnston

All of the above officers can be reached at Park 'N View, Inc.,
11711 NW 39th Street, Coral Springs, Florida 33065., (954) 745-
7800.

7. Corporate Ownership

The name and address of any corporation, association or similar organization holding a five percent (5%) or greater ownership in the Applicant is as follows:

Patrickof & Co. & Affiliates
Hillman Family Trusts
State of Michigan
MPN Partners

See question 5 above.

8. Subsidiaries owned or controlled by Applicant

None

9. Description of Services

Applicant is a reseller which intends to offer 1+ and 101XXXX outbound dialing, 800/888 (toll free) and travel card service through the resale of telephone services provided by facilities-based interexchange carriers. As a reseller, PNV has no points of presence in the State of South Dakota, thus PNV neither owns, leases, nor operates any switching, transmission, or other physical facilities in the State of South Dakota, and no such facilities will be used by PNV in providing long-distance service in the State of South Dakota, except for its outbound calling service available at truck stops. The service provided at truck stops is offered in conjunction with cable service. PNV installs cable head ends and intelligent phone switches at each truck stop which are accessed by truck drivers which purchase memberships to use cable and telephone service exclusively at the truck stops. Upon receiving certification, Applicant intends to provide services throughout the State of South Dakota.

Applicant intends to provide these services to customers on a jurisdictionally interstate basis subject to the FCC's jurisdiction and Applicant intends to provide these services on jurisdictionally intrastate basis pursuant to certification, registration or tariff requirements, or on an unregulated basis, in all fifty states except Alaska, subject to the jurisdiction of various public service and utilities commissions. Applicant is currently in the process of obtaining all required authorizations from the FCC and the state regulatory agencies. Applicant is currently authorized to provide service in Colorado, Idaho, Indiana, Iowa, Michigan, Montana, New Jersey, Pennsylvania, Texas, Utah, Virginia, Washington D.C. and Wyoming. The Applicant has never been denied registration or certification in any state.

Applicant intends to provide high quality service, with an industry standard blocking rate less than P.01. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of South Dakota.

11. Customer Billings and Customer Service

The Applicant's customers will be billed directly by the Applicant which will utilize completed call detail information from its underlying carriers or its own switching equipment. Applicant's toll-free number will be on all invoices and customer service will be provided in-house by the Applicant.

12. Description of Marketing

Applicant initially intends to market its services to primarily to long haul truck drivers. All sales personnel will have telecommunications service experience. Applicant will market through in-house sales representatives. Applicant does not intend to engage in multilevel marketing. No marketing materials are available at this time.

13. Financial Qualifications

Applicant is financially qualified to provide intrastate interexchange telecommunications services within South Dakota. In particular, Applicant has adequate access to the capital necessary to fulfill any obligations it may undertake with respect to the provision of intrastate telecommunications services in the State of South Dakota. See Exhibit C which is attached hereto, Applicant's Financial Statements for the years ended June 30, 1996 and June 30, 1997, which demonstrate that Applicant has the financial ability to provide the services that it proposes to offer.


12. Tariff

A copy of Applicant's proposed tariff is attached as Exhibit D hereto.

WHEREFORE, the undersigned Applicant requests that the South Dakota Public Utilities Commission enter an order granting this application.

DATED this 14th day of April, 1998.

Park 'N View, Inc.

By: 
Lance J.M. Steinhart, Its Counsel

6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097
(770) 232-9200

STATE OF FLORIDA

COUNTY OF BROWARD

Stephen Conkling, being first duly sworn, deposes and says that he is the CFO of Park 'N View, Inc., the Applicant in the proceeding entitled above, that he has read the foregoing application and knows the contents thereof, that the same are true of his knowledge, except as to matters which are therein stated on information or belief, and to those matters he believes them to be true.

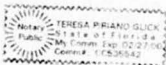
Stephen Conkling
Stephen Conkling

Subscribed and sworn to before this 27 day of March

1998.

Teresa Priano Gluck
Notary Public

My Commission expires: 2/27/2001



A

SD

LIST OF EXHIBITS

- A - CERTIFICATE OF AUTHORITY
- B - ARTICLES OF INCORPORATION
- C - FINANCIAL INFORMATION
- D - PROPOSED TARIFF

EXHIBIT A - CERTIFICATE OF AUTHORITY

State of South Dakota



OFFICE OF THE SECRETARY OF STATE CERTIFICATE OF GOOD STANDING FOREIGN CORPORATION

I, Joyce Hazeltine, Secretary of State of the State of South Dakota, do hereby certify that PARK 'N VIEW, INC. D/B/A PARK 'N VIEW OF SOUTH DAKOTA, INC. (DE) was authorized to transact business in this state on October 15, 1997.

I, further certify that said corporation has complied with the South Dakota law governing foreign corporations transacting business in this state, and so far as the records of this office show, said corporation is in good standing in this State at the date hereof and duly authorized to transact business in the State of South Dakota. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the corporation's financial condition or business activities and practices. Such information is not available from this office.

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 February 18, 1998.

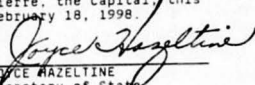

JOYCE HAZELTINE
Secretary of State



EXHIBIT B - ARTICLES OF INCORPORATION

Office of the Secretary of State

T. EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "PARK 'N VIEW, INC.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 1975, AT 7 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

2543635 8109

259211727

AUTHENTICATION: 7643836

DATE: 09-18-75

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
PARK 'N VIEW, INC.

The undersigned, being the duly elected and acting President of Park 'N View, Inc., a corporation duly organized under the laws of the State of Delaware on September 18, 1995, does hereby certify that this Amended and Restated Certificate of Incorporation was duly adopted by the Board of Directors of Park 'N View, Inc. in accordance with Section 245 and Section 241 of the General Corporation Law of the State of Delaware:

- FIRST: The name of the Corporation is: PARK 'N VIEW, INC.
- SECOND: The registered office of the Corporation is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, State of Delaware, 19805. The name of its registered agent at that address is Corporation Service Company.
- THIRD: 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 Delaware.
- FOURTH: The aggregate number of shares of stock which the Corporation shall have authority to issue is 5,000,000 shares of common stock, par value \$.001 per share, all of which shall be designated "Common Stock" and 140,010 shares of preferred stock, par value \$.01 per share, all of which are designated "Series A Preferred Stock".
- FIFTH: The name and mailing address of the Incorporator is James M. O'Connell, 4101 Lake Boone Trail, Suite 400, Raleigh, North Carolina, 27606.
- SIXTH: The number of Directors of the Corporation may be specified by the By-laws. The number of Directors constituting the instant Board of Directors shall be two (2), and the names and mailing addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until the successors are elected and qualify are

Name

Ian Williams

Address

3403 NW 55th Street
Building 10
Fort Lauderdale, FL 33309

CERTIFICATE OF INCORPORATION
OF
PARK 'N VIEW, INC.

Pursuant to Section 102 of the General Corporation Law of Delaware, the undersigned does hereby submit this Certificate of Incorporation for the purposes of forming a business corporation.

1. The name of the Corporation shall be Park 'N View, Inc.
2. The address of the registered office of the Corporation in the State of Delaware is 1013 Centre Road, Wilmington, New Castle County, Delaware 19805, and the name of the registered agent is Corporation Service Company.
3. The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The Corporation shall have authority to issue One Million (1,000,000) shares of Common Stock having a par value of \$.001 per share.
5. The name and mailing address of the incorporator is James M. O'Connell, 4101 Lake Boone Trail, Suite 400, Raleigh, North Carolina 27607.
6. The number of Directors of the Corporation may be fixed by the Bylaws. The number of Directors constituting the initial Board of Directors shall be two (2), and the names and mailing addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are elected and qualify are:

Name	Address
Ian Williams	3403 NW 55th Street, Building #10 Ft. Lauderdale, Florida 33309
Daniel O'Connell	5133 N.W. 93 Doral Way Miami, Florida 33178

7. The Board of Directors of the Corporation shall have the power to adopt, amend or repeal the Bylaws of the Corporation.
8. Elections of Directors may be, but shall not be required to be, by written ballot.

9. N. Director of the Corporation shall have personal liability arising out of an action whether by or in the right of the Corporation or otherwise for monetary damages for breach of fiduciary duty as a Director; provided, however, that the foregoing shall not limit or eliminate the liability of a Director (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware or any successor provision, (iv) for any transaction from which such Director derived an improper personal benefit, or (v) acts or omissions occurring prior to the date of the effectiveness of this provision.

Furthermore, notwithstanding the foregoing provision, in the event that the General Corporation Law of Delaware is amended or enacted to permit further limitation or elimination of the personal liability of the Director, the personal liability of the Corporation's Directors shall be limited or eliminated to the fullest extent permitted by the applicable law.

This provision shall not affect any provision permitted under the General Corporation Law of Delaware in the Certificate of Incorporation, Bylaws or contract or resolution of the Corporation indemnifying or agreeing to indemnify a Director against personal liability. Any repeal or modification of this provision shall not adversely affect any limitation hereunder on the personal liability of the Director with respect to acts or omissions occurring prior to such repeal or modification.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this the 12th day of September, 1995.

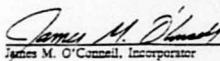
 [SEAL]
James M. O'Connell, Incorporator

EXHIBIT C - FINANCIAL INFORMATION

**Deloitte &
Touche LLP**



Certified Public Accountants

Suite 1400
New River Center
200 East Las Olas Boulevard
Fort Lauderdale, Florida 33301-2248
Telephone: (954) 728-3800
Facsimile: (954) 728-3838

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Park 'N View, Inc.:

We have audited the accompanying balance sheets of Park 'N View, Inc. (the "Company") as of June 30, 1996 and 1997, and the related statements of operations, changes in common stockholders' deficit and cash flows for the period from September 18, 1995 (date of incorporation) to June 30, 1996 and the year ended June 30, 1997. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 1996 and 1997, and the results of its operations and its cash flows for the period from September 18, 1995 (date of incorporation) to June 30, 1996 and for the year ended June 30, 1997, in conformity with generally accepted accounting principles.

Deloitte & Touche LLP
September 5, 1997

PARK 'N VIEW, INC.

BALANCE SHEETS
JUNE 30, 1998 & 1997

ASSETS	1998	1997	Per Share (Amounts) (Note 10)
CURRENT ASSETS:			
Cash and cash equivalents			
Accounts receivable, net of allowance for doubtful amounts of \$5,411 at June 30, 1998 and 1997	\$ 345,751	\$ 4,717,394	\$23,345,758
Inventory	52,390	11,526	11,526
Prepaid expenses and other	141,898	239,823	239,823
	116,917	138,613	138,613
Total current assets	676,736	5,127,258	23,755,702
PROPERTY AND EQUIPMENT, Net (Note 3)			
	2,012,928	7,650,753	7,650,753
DEFERRED FINANCING COSTS	193,654	143,869	
OTHER ASSETS	13,007	16,803	16,803
TOTAL	\$ 2,896,125	\$ 12,938,783	\$31,423,258
LIABILITIES AND STOCKHOLDERS' DEFICIT			
CURRENT LIABILITIES:			
Accounts payable	\$ 399,090	\$ 1,116,464	\$ 1,116,464
Accrued expenses	122,137	866,759	866,759
Deferred revenues	48,137	31,929	31,929
Current portion of capital lease obligations (Note 4)	172,214	71,333	71,333
Current portion of long-term debt	16,048	33,430	33,430
Lease consolidations payable (Note 3)		490,237	490,237
Total current liabilities	778,746	2,610,552	2,610,552
OBLIGATIONS UNDER CAPITAL LEASES (Note 4)	299,511	69,828	69,828
LONG-TERM DEBT AND ACCRUED INTEREST (Note 5)	3,088,419	18,864	18,864
SERIES A REDEEMABLE PREFERRED STOCK AND ACCRUED DIVIDENDS - Par value \$.01 per share; 140,010 and 637,430 shares authorized at June 30, 1998 and 1997, respectively; 78,018 and 187,974 shares issued and outstanding at June 30, 1998 and 1997, respectively (\$10.00 per share liquidation preference) (Note 6)	721,370	3,931,320	3,931,320
SERIES B REDEEMABLE CONVERTIBLE PREFERRED STOCK AND ACCRUED DIVIDENDS - Par value \$.20 per share; 1,372,370 shares authorized, issued and outstanding (\$10.91 per share liquidation preference) (Note 6)		15,200,146	15,200,146
SERIES C REDEEMABLE CONVERTIBLE PREFERRED STOCK - Par value \$.01 per share; 2,328,343 shares authorized, issued and outstanding (\$8.50 per share liquidation preference) (Note 10)			18,484,471
COMMON STOCKHOLDERS' DEFICIT:			
Common stock - par value \$1.00 per share; 5,000,000 and 7,000,000 shares authorized at June 30, 1998 and 1997, respectively; 4,218,182 shares issued and outstanding	4,218	4,318	4,318
Additional paid-in capital	8,764	8,764	8,764
Accumulated deficit	(1,269,607)	(8,941,009)	(8,941,009)
Total common stockholders' deficit	(1,269,325)	(8,931,927)	(8,931,927)
TOTAL	\$ 2,896,125	\$ 12,938,783	\$31,423,258

See notes to financial statements.

PARK 'N VIEW, INC.

**STATEMENTS OF OPERATIONS
FOR THE PERIOD FROM SEPTEMBER 18, 1996 (DATE OF INCORPORATION)
TO JUNE 30, 1996 AND FOR THE YEAR ENDED JUNE 30, 1997**

	Period From September 30, 1995 to June 30, 1996	Year Ended June 30, 1997
REVENUES:		
Service revenue	\$ 68,451	\$ 755,057
Equipment sales	76,953	51,909
Advertising	4,050	22,500
Other	301	58,931
Total revenue	<u>149,755</u>	<u>888,397</u>
COST OF GOODS SOLD:		
Service cost	287,792	996,260
Service depreciation	84,341	643,316
Equipment cost	62,821	422,557
Advertising	1,875	15,556
Total cost of goods sold	<u>436,829</u>	<u>2,077,689</u>
	(287,074)	(1,189,292)
GROSS MARGIN		
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	1,576,209	4,431,889
LEASE CANCELLATION EXPENSE AND RELATED COSTS		594,691
LOSS FROM OPERATIONS	(1,863,283)	(6,215,872)
INTEREST EXPENSE	103,079	157,416
INTEREST INCOME AND OTHER	(5,125)	(328,268)
NET LOSS	<u>\$ (1,961,237)</u>	<u>\$ (6,045,020)</u>

See notes to financial statements.

PARK 'N VIEW, INC.

**STATEMENTS OF CHANGES IN COMMON STOCKHOLDERS' DEFICIT
FOR THE PERIOD FROM SEPTEMBER 18, 1986 (DATE OF INCORPORATION)
TO JUNE 30, 1996 AND FOR THE YEAR ENDED JUNE 30, 1997**

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Accumulated Deficit	Total
Net liabilities transferred from Park 'N View, Ltd. in exchange for shares in Park 'N View, Inc.	2,318,182	\$ 2,318	\$ (86,764)		\$ (84,446)
Shares issued at initial closing	2,000,000	2,000	98,000		100,000
Financing costs			(2,472)		(2,472)
Dividends accrued for Series A preferred stock				\$ (21,370)	(21,370)
Net loss				(1,961,237)	(1,961,237)
BALANCE, JUNE 30, 1996	4,318,182	4,318	8,764	(1,982,607)	(1,969,525)
Dividends accrued for Series A preferred stock				(190,882)	(190,882)
Dividends accrued for Series B preferred stock				(662,068)	(662,068)
Amortization of preferred stock issuance cost				(64,432)	(64,432)
Net loss				(6,045,020)	(6,045,020)
BALANCE, JUNE 30, 1997	4,318,182	\$ 4,318	\$ 8,764	\$ (8,945,009)	\$ (8,931,927)

See notes to financial statements.

NEXT

DOCUMENT (S)

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PARK 'N VIEW, INC.

**STATEMENTS OF CASH FLOWS
FOR THE PERIOD FROM SEPTEMBER 18, 1986 (DATE OF INCORPORATION)
TO JUNE 30, 1986 AND FOR THE YEAR ENDED JUNE 30, 1987**

	Period From September 18, 1986 to June 30, 1986	Year Ended June 30, 1987
OPERATING ACTIVITIES:		
Net loss	\$ (1,961,237)	\$ (6,045,020)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	174,360	705,418
Provision for lease cancellation and related costs		594,691
Provision for losses on accounts receivable	5,411	
Loss on disposal of property and equipment		2,150
Changes in assets and liabilities:		
Accounts receivable	(57,801)	40,864
Inventories	(141,698)	(118,127)
Prepaid expenses and other	(13,027)	(21,696)
Other assets	399,090	(3,776)
Accounts payable	122,137	717,374
Accrued expenses	48,557	744,622
Deferred revenue		(16,528)
Lease cancellation payable		(48,720)
Accrued interest	88,419	
	<u>(1,452,706)</u>	<u>(3,448,948)</u>
Net cash used in operating activities		
INVESTING ACTIVITIES:		
Purchases of property and equipment	(1,650,177)	(6,443,899)
Net cash used in investing activities	<u>(1,650,177)</u>	<u>(6,443,899)</u>
FINANCING ACTIVITIES:		
Proceeds from long-term debt	3,000,000	1,500,000
Proceeds from issuance of common and preferred stock	800,000	13,500,000
Payment of stock and debt issuance costs and other	(152,000)	(509,560)
Payment of obligation under capital lease	(195,434)	(178,507)
Deferred financing costs	16,048	(143,869)
Notes payable	16,048	76,446
Net cash provided by financing activities	<u>3,468,614</u>	<u>14,244,410</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	365,731	4,351,563
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD		365,731
CASH AND CASH EQUIVALENTS, END OF PERIOD	<u>\$ 365,731</u>	<u>\$ 4,717,294</u>
SUPPLEMENTAL CASH FLOW INFORMATION:		
Interest paid	\$ 14,660	\$ 48,987
NON-CASH FINANCING AND INVESTING ACTIVITIES:		
Historical carrying value of net liabilities assumed at formation in exchange for Common Stock	\$ (84,446)	
Capital lease obligations relating to acquisition of property and equipment	\$ 472,029	\$ 357,932
Exchange of promissory notes and accrued interest for Series B Preferred Stock		\$ 1,537,000
Exchange of promissory notes and accrued interest for Series A Preferred Stock		\$ 3,180,646

See notes to financial statements.

PARK 'N VIEW, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD FROM SEPTEMBER 18, 1995 (DATE OF INCORPORATION)
TO JUNE 30, 1996 AND FOR THE YEAR ENDED JUNE 30, 1997

1. FORMATION OF THE COMPANY AND NATURE OF BUSINESS

Park 'N View, Inc. (the "Company") was incorporated on September 18, 1995 and provides cable television and telephone service to long haul truck drivers at truck stops ("sites") throughout the country. As of June 30, 1997, the Company has 41 sites in operation and 6 in the planning or construction phase. The Company has contracts to provide their service to approximately 625 sites. The final determination on the number of sites to be provided with the service will be made by the Company on a site by site basis.

The Company commenced commercial operations as a result of the Securities Purchase Agreement (the "Agreement") dated November 2, 1995 between the former partners of Park 'N View, Ltd., the Company's predecessor entity, and an investor group lead by Patricof & Company ("Patricof").

Pursuant to the Agreement, Park 'N View, Ltd. transferred certain of its assets, intangible assets, contractual rights, and certain liabilities to the Company in exchange for 2,318,182 shares of common stock issued to the former partners of Park 'N View, Ltd. These net assets were recorded by the Company at the transferor's historical carrying amounts. Patricof was issued 2,000,000 shares of Common Stock for \$100,000.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies applied in the preparation of the accompanying financial statements follows:

Accounting Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents - The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Inventory - Consists principally of telephones and components and is stated at lower of cost (first-in, first-out method) or market.

Property and Equipment - Property and equipment is stated at cost, less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets, generally three to ten years.

Deferred Financing Costs - Costs incurred in connection with obtaining financing are being amortized based on the interest method over the term of the related obligations. Amortization of deferred financing costs relating to debt are amortized to interest expense and amortization of deferred financing costs relating to preferred stock are amortized to accumulated deficit.

Revenue Recognition/Deferred Revenue - Service revenues are recognized as revenue in the period earned. Prepaid service revenues are recorded as deferred revenue until earned.

Income Taxes - The provision for income taxes represents the amount payable or refundable for the period plus or minus the change during the period in deferred tax assets and liabilities. The Company provides for deferred taxes under the liability method. Under such method, deferred taxes are adjusted for tax rate changes as they occur. Deferred income tax assets and liabilities are computed annually for differences between the financial reporting and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are recorded when necessary to reduce deferred tax assets to the amount that management believes is more likely than not to be realized.

Long-Lived Assets - The Company has adopted Statement of Financial Accounting Standards ("SFAS") No. 121, *Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of*. SFAS No. 121 establishes accounting standards for the impairment of long-lived assets, certain identifiable intangibles and goodwill related to those assets to be held and used and for long-lived assets and certain identifiable intangibles to be disposed of. SFAS No. 121 requires that long-lived assets and certain identifiable intangibles and goodwill be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. SFAS No. 121 also requires that long-lived assets and certain identifiable intangibles to be disposed of be reported at the lower of carrying amount or fair value less cost to sell. The adoption of this standard did not have a significant effect on the Company's results of operations or financial position.

Stock-Based Compensation - The Company currently accounts for its stock-based compensation plans using the provisions of Accounting Principles Board Opinion No. 25, *Accounting for Stock Issued to Employees* ("APB 25").

SFAS No. 123, *Accounting for Stock-Based Compensation*, provides that companies may elect to account for stock-based compensation plans using a fair value based method or continue measuring compensation expense for those plans using the intrinsic value method prescribed in APB 25. SFAS No. 123 requires that companies electing to continue using the intrinsic value method must make pro forma disclosures of net income as if the fair value based method of accounting has been applied.

3. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	1996	1997
Site equipment and improvements	\$ 1,567,452	\$ 5,404,620
Component inventory	247,239	2,218,590
Construction equipment	117,972	127,912
Computer equipment	110,024	231,907
Vehicles	41,740	255,467
Furniture, fixtures and other equipment	<u>34,968</u>	<u>28,739</u>
Total	2,119,395	8,267,235
Less accumulated depreciation	<u>106,467</u>	<u>616,482</u>
Property and equipment, net	<u>\$ 2,012,928</u>	<u>\$ 7,650,753</u>

During the year ended June 30, 1997, the Company concluded to terminate certain capital leases relating to telephone switches that will be replaced with updated technology. The Company has accrued for a related lease cancellation fine of \$538,957 and has written down to estimated fair value certain equipment previously used with the telephone switches by \$55,734.

4. LEASE COMMITMENTS

The Company leases an office site and equipment maintained at various facilities under operating leases. Capital leases primarily consist of construction equipment. Future minimum lease payments under capital leases and noncancellable operating leases are as follows:

Year Ending June 30:	Operating	Capital
1998	\$ 140,515	\$ 82,736
1999	122,568	49,266
2000	101,418	26,878
2001	106,488	
2002	<u>36,069</u>	
Total	<u>\$ 507,058</u>	158,880
Imputed interest on capital leases		<u>(17,519)</u>
Present value of capital leases		141,361
Current portion		<u>71,533</u>
Long-term portion		<u>\$ 69,828</u>

Rent expense was \$77,569 and \$149,401 for the period ended June 30, 1996 and the year ended June 30, 1997, respectively.

In August 1997, the Company entered into a five-year operating lease for approximately 21,000 square feet of office space to be used as its new corporate and operational headquarters. Total future minimum lease payments under this lease approximate \$835,000. The Company anticipates subleasing its existing corporate and operational headquarters until that lease expires in 2002.

5. NOTES PAYABLE

At June 30, 1997, the Company had outstanding \$92,494 of notes payable relating to the purchase of vehicles. These notes have an average interest rate of 10% and mature on various dates through March 2000.

At June 30, 1996, the Company had outstanding \$3,000,000 of 8% Subordinated Promissory Notes ("Notes") due November 1, 2000, with interest payable semiannually on June 30 and December 31. The Notes were held by Patricof. Accrued interest at June 30, 1996 was \$88,419.

On August 5, 1996, Patricof provided the Company with an additional \$1,500,000 in exchange for 8% Subordinated Promissory Notes due November 2, 2000 and 239,250 common stock warrants.

On November 13, 1996, the Company completed a private placement (the "Offering") with certain investors of 1,372,370 shares of Series B 7% Cumulative Convertible Preferred Stock (the "Series B Preferred") due November 7, 2003 for a purchase price of \$10.93 per share and a total offering amount of \$15,000,000. As payment for 137,237 shares of the Series B Preferred, Patricof exchanged the \$1,500,000 8% Subordinated Promissory Notes and the 239,250 common stock warrants. In addition, the \$2,000,000 in Notes and related accrued interest of \$180,646 were exchanged by Patricof for 318,065 shares of Series A Redeemable Preferred Stock (the "Series A Preferred").

6. REDEEMABLE PREFERRED STOCK

Series A Redeemable Preferred Stock - On November 13, 1996, in connection with the Offering, \$3,000,000 in Notes and related accrued interest of \$180,646 were exchanged for 318,065 shares of Series A Preferred. In November 1995, in accordance with the Agreement, 32,210 shares of Series A Preferred were issued at \$10 per share to Patricof. In April 1996, Patricof purchased an additional 37,800 shares of Series A Preferred at \$10 per share. The Series A Preferred provides for an annual dividend of 7%, payable in arrears quarterly in cash or in kind. Cumulative unpaid dividends in arrears were \$21,370 and \$212,252 at June 30, 1996 and 1997, respectively.

The Company is required to redeem for \$10 per share all of the issued and outstanding shares of Series A Preferred as follows: (a) mandatory redemption of 50% of the number of shares outstanding on November 13, 2002 and the remaining shares on November 13, 2003, (b) upon the receipt of proceeds of an initial public offering of not less than \$20 million, net of underwriting expenses, (c) in the event the Company consolidates or merges with or into another entity, or (d) upon sale of the Company's assets.

Upon the failure of the Company to redeem the Series A Preferred as required, the shareholders of the Series A Preferred shall be entitled to vote as a separate class only in respect to any merger, consolidation, sale of assets or creation of any class of series, other than Series B Preferred, equal to or superior to its Series A Preferred. The shareholders of at least 66.6% of the outstanding Series A Preferred voting as a separate class shall be entitled to elect two members of the Board of Directors.

Series B 7% Cumulative Convertible Preferred Stock - In connection with the Offering, the Company authorized and issued 1,372,370 shares of Series B Preferred, par value of \$ 01 for \$10.93 per share and a total offering amount of \$15,000,000.

Commencing on January 31, 1997, the shareholders of the Series B Preferred are entitled to receive dividends payable in cash at 7% per annum and 9% per annum upon an event of default. An event of default includes any of the following: (a) failure by the Company to declare and pay a dividend on the payment due dates, (b) failure by the Company to satisfy its redemption obligations, (c) default by the Company in the performance or observance of any obligation or condition with respect to the indebtedness of the Company, or (d) insolvency. Cumulative unpaid dividends accrued were \$662,268 at June 30, 1997.

The Company is required to redeem for \$10.93 per share all of the issued and outstanding shares of Series B Preferred as follows: (a) mandatory redemption of 50% of the shares outstanding on November 13, 2002 and the remaining shares on November 13, 2003, (b) upon the receipt of proceeds of an initial public offering of not less than \$20 million, net of underwriting expenses, (c) in the event the Company consolidates or merges with or into another entity, or (d) upon sale of the Company's assets.

The shareholders of Series B Preferred can convert their shares at any time at the option of the holder into common stock at an initial conversion rate of one Series B Preferred share for one share of common stock. Under anti-dilution provisions, the conversion price of Series B Preferred will be adjusted upon the Company's issuance of additional shares of common stock, warrants or rights to purchase common stock.

Series B Preferred shareholders are entitled to the number of votes equal to the number of full shares of common stock into which such shares of Series B Preferred is then convertible. Shareholders of Series B Preferred and common stock shall vote together on each matter submitted to stockholders and not by class or series. Prior to the consummation of an initial public offering of not less than \$20 million, net of underwriting expenses ("Qualifying Offer"), the shareholders of the Series B Preferred, voting together as a class, shall be entitled to elect one director. Subsequent to a Qualifying Offer and only so long as at least 50% of the shares of Series B Preferred originally issued remain outstanding, the holders of a majority of the shares of common stock issuable upon conversion of the Series B Preferred shall be entitled to nominate one director. Upon the occurrence of an event of default, the shareholders of the Series B Preferred as a class have the exclusive right to elect a majority of the Board of Directors.

7. RELATED PARTY TRANSACTIONS

Prepaid expenses and other at June 30, 1997 includes \$64,000 in cash advances to a Company executive. A promissory note was executed for \$59,000 of the advances. The total advances were satisfied in August 1997.

8. STOCK OPTIONS

The Company has incentive and non-qualified stock option plans for directors and key employees and has 525,000 shares of common stock reserved for issuance under the plans. The incentive and non-qualified options become exercisable as determined by the Board of Directors and have a term of ten years.

Option activity for the year ended June 30, 1997 is as follows:

	Number of Shares	Average Exercise Price Per Share	Range of Exercise Price
Granted during the year ended June 30, 1997 and outstanding at June 30, 1997	<u>409,846</u>	\$ 1.42	\$1.00 - \$3.00
Exercisable at June 30, 1997	<u>81,969</u>	\$ 1.42	\$1.00 - \$3.00

The weighted average remaining contractual life of options outstanding is 9.5 years.

The Company accounts for stock options in accordance with APB 25. The Company's stock options are issued with exercise prices which equal the fair value of the Company's common stock on the date of grant and, consequently, no compensation expense is recognized.

SFAS No. 123 requires entities that account for awards for stock-based compensations in accordance with APB 25 to present pro forma disclosure as if compensation cost was measured at the date of grant based on the fair value of the award. The fair value for these options was estimated at the date of grant using the minimum value method with the following weighted-average assumptions: a risk free interest rate of 6.8%, no dividend yield and an expected life of six years. The weighted average grant date fair value per option is approximately \$.46.

The minimum value option valuation model was developed for use in estimating the fair value of traded options which have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions. Because the Company's employee stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, in management's opinion, the existing models do not necessarily provide a reliable single measure of the fair value of its employee stock options.

For purposes of pro forma disclosure, the estimated fair value of the options is amortized to expense over the options vesting period. The Company's net loss determined in accordance with SFAS No. 123 on a pro forma basis for the year ended June 30, 1997 would have been as follows:

Net loss:	
As reported	\$ (6,045,020)
Pro forma	(6,082,726)

The pro forma amount may not be representative of the future effects on reported net income that will result from the future granting of stock options, since the pro forma compensation expense is allocated over the periods in which options become exercisable and new option awards are granted each year.

9. INCOME TAXES

No current income taxes have been provided for any periods presented as the Company has had net operating losses since inception. The Company had approximately \$7.4 million in net operating loss carryforwards at June 30, 1997 for income tax purposes, with approximately \$2 million expiring in 2011 and \$5.4 million in 2012 which are available to offset future taxes payable.

Deferred income taxes reflect the net tax effects of (a) temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes, and (b) operating loss and tax credit carryforwards. The Company has not recognized any benefit for its net deferred tax asset and has offset the net deferred tax asset by a valuation allowance, as it is more likely than not that this asset will not be realized prior to its expiration. The tax effects of significant items comprising the Company's net deferred tax asset as of June 30, 1996 and 1997 are as follows:

	1996	1997
Deferred tax assets:		
Net operating loss carryforward	\$ 662,135	\$ 1,723,073
Non-deductible lease cancellation accrual		237,876
Bad debt reserve	2,164	2,164
Vacation accrual		<u>14,536</u>
	<u>664,299</u>	<u>1,977,649</u>
Deferred tax liabilities:		
Differences between book and tax basis of property	198	409
Amortization	<u>1,943</u>	<u>14,095</u>
	<u>2,141</u>	<u>14,504</u>
Valuation allowance	<u>(662,153)</u>	<u>(1,963,145)</u>
Net deferred tax asset	<u>\$ -</u>	<u>\$ -</u>

10. SUBSEQUENT EVENT

In August 1997, the Company entered into a private placement offering (the "1997 Offering") with certain investors to raise additional working capital through the sale of 2,328,543 shares of Series C 7% Cumulative Convertible Preferred Stock (the "Series C Preferred") for a purchase price of \$8.00 per share and a total offering amount of \$18,628,344. The Series C Preferred will vote in conjunction with the Series B Preferred on an as-if-converted basis. The Series C Preferred is convertible into 2,328,543 shares of common stock at a price of \$8.00 per share. Also, as part of the 1997 Offering, the Company issued a warrant to the underwriting agent for the purchase of 100,399 shares of common stock exercisable at \$8.00 per share at any time within five years from the date of this offering. The accompanying balance sheet presents unaudited pro forma financial data giving effect to this financing transaction as if it had occurred on June 30, 1997.

The Company is required to redeem for \$8.00 per share all of the issued and outstanding shares of Series C Preferred as follows: (a) mandatory redemption of 50% of the shares outstanding on November 13, 2002 and the remaining shares on November 13, 2003, (b) upon the receipt of proceeds of an initial public offering of not less than \$20 million, net of underwriting expenses, (c) in the event the Company consolidates or merges with or into another entity, or (d) upon sale of the Company's assets.

EXHIBIT D - PROPOSED TARIFF

PARK 'N VIEW, INC.

ORIGINAL SHEET 1
SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Park 'N View, Inc. ("PNV"), with principal offices at 11711 NW 39th Street, Coral Springs, Florida 33065. This tariff applies for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUED: April 15, 1998
ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: June, 1998

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PARK 'N VIEW, INC.

ORIGINAL SHEET 2
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

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EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
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Coral Springs, Florida 33065

PARK 'N VIEW, INC.

ORIGINAL SHEET 3

TELECOMMUNICATIONS SERVICES TARIFF NO. 1

SOUTH DAKOTA PUC TARIFF NO. 1

CHECK SHEET

Sheets 1 through 29 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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

* New or Revised Sheet

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

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Stephen Conkling, CFO
 11711 NW 39th Street
 Coral Springs, Florida 33065

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. 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.(1)
2.1.1.A.1.(a).I.(1).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to PNV's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable PNV to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Dakota Public Utilities Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of PNV and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or PNV - Used throughout this tariff to mean Park 'N View, Inc., a Delaware Corporation.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

ISSUED: April 15, 1998
ISSUED BY:

Stephen Conkling, CFO
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Coral Springs, Florida 33065

EFFECTIVE: June, 1998

PARK 'N VIEW, INC.

ORIGINAL SHEET 8
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by PNV for telecommunications between points within the State of South Dakota. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

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Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

TELECOMMUNICATIONS SERVICES TARIFF

- 2.1.1 The services provided by PNV are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by PNV and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of PNV.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.
- 2.2 Use of Services**
- 2.2.1 PNV's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of PNV's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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Stephen Conkling, CFO
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Coral Springs, Florida 33065

EFFECTIVE: June, 1998

TELECOMMUNICATIONS SERVICES TARIFF

- 2.2.3 The use of PNV's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 PNV's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 PNV does not transmit messages, but the services may be used for that purpose.
- 2.2.6 PNV's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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Stephen Conkling, CFO
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EFFECTIVE: June, 1998

TELECOMMUNICATIONS SERVICES TARIFF

- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by PNV on the Customer's behalf.
- 2.4.3 If required for the provision of PNV's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to PNV.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to PNV and the Customer when required for PNV personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of PNV's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of PNV's equipment to be maintained within the range normally provided for the operation of microcomputers.

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with PNV's facilities or services, that the signals emitted into PNV's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, PNV will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to PNV equipment, personnel or the quality of service to other Customers, PNV may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, PNV may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay PNV for replacement or repair of damage to the equipment or facilities of PNV caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any PNV equipment installed at Customer's premises.

ISSUED: April 15, 1998
ISSUED BY:

Stephen Conkling, CPO
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: June, 1998

TELECOMMUNICATIONS SERVICES TARIFF

- 2.4.9 If PNV installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, PNV may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due PNV for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over PNV's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting PNV from furnishing its services.

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

TELECOMMUNICATIONS SERVICES TARIFF

- 2.5.2 Without incurring liability, PNV may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and PNV's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by PNV without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when PNV deems it necessary to take such action to prevent unlawful use of its service. PNV will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer 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.

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

TELECOMMUNICATIONS SERVICES TARIFF2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B" - monthly charge for affected activity

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits to commence service.

2.9 Advance Payments

PNV does not require advance payments.

PARK 'N VIEW, INC.

ORIGINAL SHEET 19
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on unpaid amounts 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

ISSUED: April 15, 1998
ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: June, 1998

TELECOMMUNICATIONS SERVICES TARIFF**2.11 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

PARK 'N VIEW, INC.

ORIGINAL SHEET 21
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in one minute increments. All calls are rounded up to the next whole increment.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

ISSUED: April 15, 1998
ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: June, 1998

- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. PNV will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

11711 NW 39th Street
Coral Springs, Florida 33065
(800) 347-1664

Any objection to billed charges should be reported promptly to PNV. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

ISSUED: April 15, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: June, 1998

TELECOMMUNICATIONS SERVICES TARIFF

The Company will respond within seventy two (72) hours of receipt of an inquiry. If the Customer is dissatisfied with the Company's response to a complaint or inquiry, the Customer may file the Commission for resolution of the conflict. The South Dakota Public Utilities Commission can be reached at:

500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782

If a Customer accumulates more than One Dollar of undisputed delinquent PNV 800 Service charges, the PNV Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of PNV or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. PNV's name and toll-free telephone number will appear on the Customer's bill.

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

TELECOMMUNICATIONS SERVICES TARIFF

3.5 Service Offerings

3.5.1 1+ Dialing

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "10XXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

3.5.2 Travel Cards

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

3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

ISSUED: April 15, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: June, 1998

PARK 'N VIEW, INC.

ORIGINAL SHEET 25

SOUTH DAKOTA PUC TARIFF NO. 1

ELECOMMUNICATIONS SERVICES TARIFF

3.5.4 Park 'N View Truck Stop Service

Park 'N View Truck Stop Service is available at truck stops which are equipped with Park 'N View intelligent phone switches, and is available only to customers which purchase Park 'N View monthly memberships. Customers can access service by plugging a phone into the outlet and logging into the system. Once the Customer logs onto the system, his balance of long distance minutes is downloaded to the site. The user is notified of the number of long distance minutes remaining and can dial 9 + 1 + area code and number to originate long distance calls. When the user's balance reaches one minute, the user is notified that the call will be terminated in one minute. Users are notified of the ability to purchase additional minutes via a voice response system by using an automatic credit card or checking account debit card. Customers may also purchase service through vending machines, touch screen kiosks, and voice response credit entry. This service offered as an adjunct to the Company's cable television service provided at truck stops. The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

PARK 'N VIEW, INC.

ORIGINAL SHEET 26
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

ISSUED: April 15, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: June, 1998

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be filed with the Commission. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

ISSUED: April 15, 1998
ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: June, 1998

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES

4.1 1+ Dialing

\$0.25 per minute

A monthly service charge of \$5.00 per billing telephone number will apply.

4.2 Travel Cards

\$0.33 per minute

A service charge of \$.25 will apply per call.

4.3 800 Service (Toll Free)

\$0.25 per minute

A monthly service charge of \$10 per number will apply.

ISSUED: April 15, 1998
ISSUED BY:

Stephen Conkling, CFC
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: June, 1998

4.4 Park 'N View Truck Stop Service

\$0.33 per minute

4.5 Directory Assistance

\$.75 per each number requested

4.6 Returned Check Charge

\$20.00

4.7 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		Evening Rate Period
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including
When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.8 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

ISSUED: April 15, 1998

EFFECTIVE: June, 1998

ISSUED BY:

Stephen Conkling, CFO
11711 NW 39th Street
Coral Springs, Florida 33065

PARK N VIEW, INC.

6536

OUR REFERENCE NUMBER	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT	NET AMOUNT
0000000097	FILING FEE	2/1/98	\$250.00	\$250.00	\$0.00	\$250.00
			\$250.00	\$250.00	\$0.00	\$250.00

TC98-069

<p>PARK N VIEW, INC. OPERATING ACCOUNT 11711 N.W. 39TH ST. CORAL SPRINGS, FL 33065</p>	<p>NationsBank, N.A. Maryland</p> <p>CHECK No. 6536 <small>⑆183⑆520⑆827⑆</small></p>
<p>Two Hundred Fifty Dollars And 00 Cents</p> <p>Florida Public Utilities Comm</p> <p>PAY TO THE ORDER OF</p>	<p>DATE: 3/4/98 CONTROL NO: 0000000000010721 AMOUNT: \$250.00</p>
<p><i>S. L. Cordley</i></p>	
<p>⑆006536⑆ ⑆052001633⑆ 393 394 4984⑆</p>	

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
REQUEST FOR CERTIFICATE OF AUTHORITY			
TC98-069	Application by Park 'N View, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/CH) Applicant is a reseller which intends to offer 1+ and 101XXXX outbound dialing, 800/888 (toll free) and travel card service through the resale of telephone services provided by facilities-based interexchange carriers.	04/15/98	05/01/98
TC98-070	Application by PRIMECALL, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/KC) Applicant seeks authority to offer a full range of "1+" interexchange telecommunications services on a resale basis. Specifically, Applicant seeks authority to provide debit card and calling card services. Applicant does not intend to provide operator services, 900 or 700 services."	04/16/98	05/01/98

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

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
PARK 'N VIEW, INC. FOR A CERTIFICATE OF)	CERTIFICATE OF
AUTHORITY TO PROVIDE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC98-069

On April 15, 1998, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20 10 24 02, received an application for a certificate of authority from Park 'N View, Inc. (Park 'N View).

Park 'N View proposes to become a reseller of interexchange telecommunications services. Park 'N View intends to offer 1+ and 101XXXX outbound dialing, 800/888 (toll free) and travel card services as a facilities-based carrier. A proposed tariff was filed by Park 'N View. The Commission has classified long distance service as fully competitive.

On April 16, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of May 1, 1998, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled May 12, 1998, meeting, the Commission considered Park 'N View's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Park 'N View not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20 10 24 02 and 20 10 24 03. The Commission finds that Park 'N View has met the legal requirements established for the granting of a certificate of authority. Park 'N View has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves Park 'N View's application for a certificate of authority, subject to the condition that Park 'N View not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that Park 'N View's application for a certificate of authority is hereby granted, effective June 15, 1998, subject to the condition that Park 'N View not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that Park 'N View shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 26th day of May, 1998.

CERTIFICATE OF SERVICE

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

By Alicia K. Kelly

Date 5/26/98

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Bern Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

RECEIVED

OCT 29 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

October 19, 1999

VIA OVERNIGHT DELIVERY

Mr. William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070


Re: PNV.net, Inc. formerly known as Park 'N View, Inc.
Original Docket No. TC 98-069

Dear Mr. Bullard:

Please be advised that PNV.net, Inc. formerly known as Park 'N View, Inc., hereby petitions the Commission for an Order to amend its Certificate of Authority to Provide Telecommunications Services in South Dakota ("Certificate of Authority"). PNV.net, Inc. (formerly Park 'N View, Inc.) was granted the Certificate of Authority in Docket No. TC98-069 effective June 15, 1998. The Certificate of Authority was "subject to the condition that Park 'N View not offer a prepaid calling card or require advance payments or advance payments without prior approval of the Commission." The company desires to amend its Order and Certificate to remove the above-quoted restriction through the posting of a bond in the amount of \$25,000, which is attached hereto. I have also enclosed a new tariff which incorporates the prepaid calling card service.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,


Lance J.M. Steinhart
Attorney for PNV.net, Inc.
f/k/a Park 'N View, Inc.

Enclosures

cc: Mr. Stephen Conkling

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

INDEMNITY BOND
TO THE
PEOPLE OF THE STATE OF SOUTH DAKOTA

Bond No. 109538549

We, PNV.net, Inc., the principal and applicant for a CERTIFICATE OF AUTHORITY to resell long distance telecommunications services within the State of South Dakota, and Continental Casualty, as an admitted surety insurer, bind ourselves unto the Public Utilities Commission of the State of South Dakota and the consumers of South Dakota as Obligees, in the sum of \$25,000.00.

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

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

Dated this 13 day of October, 1999.
To be effective this 13 day of October, 1999.

By [Signature]
Robert [Signature] CEO

Countersigned this 13 day of October, 1999.
Countersigned for South Dakota

By _____
Continental Casualty Company
By [Signature]
Attorney in Fact
Harold Miller, Jr.

*Original Bond
is in Hildner's
bottom desk drawer.*

Continental Casualty Company



For All Other Companies, See Mark

AN ILLINOIS CORPORATION

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, that CONTINENTAL CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Harold Miller, Jr., Sharon Sinople, individually

of Itasca, Illinois

its true and lawful Attorney-in-fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind CONTINENTAL CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of CONTINENTAL CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The President or a Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 3rd day of April, 1957:

Resolved, that the signature of the President or Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

In Witness Whereof, CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of June 19 93

CONTINENTAL CASUALTY COMPANY

State of Illinois |
County of Cook | 85



J. E. Purcell
Vice President

On this 4th day of June 19 93 before me personally came J. E. Purcell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice President of CONTINENTAL CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Linda C. Demosey
Notary Public
My Commission Expires October 19, 1994

CERTIFICATE

I, George R. Hobaugh, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 3 of Article IX of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney, are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 15th day of October 19 94



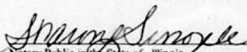
George R. Hobaugh
Assistant Secretary

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Boone } ss.

On this 13th day of October, 1999, before me personally
appeared Sharon L. Sinople, known to, me to be the Attorney-in-Fact of
Continental Casualty Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.


Notary Public in the State of Illinois
County of Boone

(Seal)



PNV.NET, INC.

ORIGINAL SHEET 1
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by PNV.net, Inc. ("PNV"), with principal offices at 11711 NW 39th Street, Coral Springs, Florida 33065. This tariff applies for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUED: October 20, 1999

EFFECTIVE: 1999

ISSUED BY: Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

PNV.NET, INC.

ORIGINAL SHEET 2

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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ISSUED BY:

Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

PNV.NET, INC.

ORIGINAL SHEET 3
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

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

* New or Revised Sheet

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ISSUED BY: Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

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TELECOMMUNICATIONS SERVICES TARIFFTARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. 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)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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TELECOMMUNICATIONS SERVICES TARIFFSECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to PNV's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable PNV to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Dakota Public Utilities Commission.

Company or PNV - Used throughout this tariff to mean PNV.net, Inc., a Delaware Corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of PNV or purchases a PNV Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

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

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

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Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of South Dakota.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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Stephen Conkling, President
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Coral Springs, Florida 33065

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SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFFSECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by PNV for telecommunications between points within the State of South Dakota. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase services from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

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TELECOMMUNICATIONS SERVICES TARIFF

- 2.1.1 The services provided by PNV are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by PNV and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of PNV.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.
- 2.2 Use of Services**
- 2.2.1 PNV's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of PNV's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

TELECOMMUNICATIONS SERVICES TARIFF

- 2.2.3 The use of PNV's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 PNV's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 PNV does not transmit messages, but the services may be used for that purpose.
- 2.2.6 PNV's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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- 2.3.1 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by PNV on the Customer's behalf.
- 2.4.3 If required for the provision of PNV's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to PNV.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to PNV and the Customer when required for PNV personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of PNV's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of PNV's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with PNV's facilities or services, that the signals emitted into PNV's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers, or Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, PNV will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to PNV equipment, personnel or the quality of service to other Customers, PNV may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, PNV may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay PNV for replacement or repair of damage to the equipment or facilities of PNV caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any PNV equipment installed at Customer's premises.

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TELECOMMUNICATIONS SERVICES TARIFF

- 2.4.9 If PNV installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, PNV may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due PNV for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over PNV's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting PNV from furnishing its services.

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- 2.5.2 Without incurring liability, PNV may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and PNV's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by PNV without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when PNV deems it necessary to take such action to prevent unlawful use of its service. PNV will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer 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.

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Stephen Conkling, President
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2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

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Stephen Conkling, President
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- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B" - monthly charge for affected activity

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits to commence service.

2.9 Advance Payments

PNV does not require advance payments.

ISSUED: October 20, 1999

ISSUED BY:

Stephen Conkling, President
11711 NW 39th Street

Coral Springs, Florida 33065

EFFECTIVE:, 1999

PNV.NET, INC.

ORIGINAL SHEET 19
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Billing is assessed on unpaid amounts 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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Stephen Conkling, President
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PNV.NET, INC.

ORIGINAL SHEET 20
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

ISSUED: October 20, 1999

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Stephen Conkling, President
11711 NW 39th Street
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EFFECTIVE: 1999

SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in one minute increments. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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TELECOMMUNICATIONS SERVICES TARIFF

- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. PNV will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

11711 NW 39th Street
Coral Springs, Florida 33065
(800) 347-1664

Any objection to billed charges should be reported promptly to PNV. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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The Company will respond within seventy two (72) hours of receipt of an inquiry. If the Customer is dissatisfied with the Company's response to a complaint or inquiry, the Customer may file the Commission for resolution of the conflict. The South Dakota Public Utilities Commission can be reached at:

500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782

If a Customer accumulates more than One Dollar of undisputed delinquent PNV 800 Service charges, the PNV Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of PNV or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. PNV's name and toll-free telephone number will appear on the Customer's bill.

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Coral Springs, Florida 33065

EFFECTIVE: 1999

TELECOMMUNICATIONS SERVICES TARIFF**3.5 Service Offerings**

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

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

3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

ISSUED: October 20, 1999

EFFECTIVE: 1999

ISSUED BY:

Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

TELECOMMUNICATIONS SERVICES TARIFF

3.5.5 PNV Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase PNV Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. PNV Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. PNV Prepaid Calling Card service is accessed using the PNV toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. PNV's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's PNV Prepaid Calling Card.

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

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

ISSUED: October 20, 1999

EFFECTIVE:, 1999

ISSUED BY:

Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

A card will expire 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

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

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

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

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

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

ISSUED: October 20, 1999

EFFECTIVE: 1999

ISSUED BY:

Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

3.5.5 PNV.net Truck Stop Service

PNV.net Truck Stop Service is available at truck stops which are equipped with PNV.net intelligent phone switches, and is available only to customers which purchase PNV.net monthly memberships. Customers can access service by plugging a phone into the outlet and logging into the system. Once the Customer logs onto the system, his balance of long distance minutes is downloaded to the site. The user is notified of the number of long distance minutes remaining and can dial 9 * 1 * area code and number to originate long distance calls. When the user's balance reaches one minute, the user is notified that the call will be terminated in one minute. Users are notified of the ability to purchase additional minutes via a voice response system by using an automatic credit card or checking account debit card. Customers may also purchase service through vending machines, touch screen kiosks, and voice response credit entry. This service offered as an adjunct to the Company's cable television service provided at truck stops. The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

ISSUED: October 20, 1999

ISSUED BY:

Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: 1999

3.5.6 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

ISSUED: October 20, 1999

ISSUED BY:

Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: 1999

3.5.7 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be filed with the Commission. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.8 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.9 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

ISSUED: October 20, 1999

ISSUED BY:

Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

EFFECTIVE: 1999

SECTION 4 - RATES

4.1 1+ Dialing

\$0.25 per minute

A monthly service charge of \$5.00 per billing telephone number will apply.

4.2 Travel Cards

\$0.33 per minute

A service charge of \$.25 will apply per call.

4.3 800 Service (Toll Free)

\$0.25 per minute

A monthly service charge of \$10 per number will apply.

4.4 Prepaid Calling Card Service

\$.33 Per Telecom Unit

ISSUED: October 20, 1999

EFFECTIVE: 1999

ISSUED BY: Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

TELECOMMUNICATIONS SERVICES TARIFF**4.5 PNV.net Truck Stop Service**

\$0.33 per minute

4.6 Directory Assistance

\$.75 per each number requested

4.7 Returned Check Charge

\$20.00

4.8 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		Evening Rate Period
5 p.m. to 12 p.m.*	Evening Rate Period		
12 p.m. to 6 a.m.*	Night/Weekend Rate Period		

* To, but not including

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

4.9 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

ISSUED: October 20, 1999

EFFECTIVE: 1999

ISSUED BY:

Stephen Conkling, President
11711 NW 39th Street
Coral Springs, Florida 33065

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of October 14, 1999 through October 20, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing.
Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT99-046 In the Matter of the Complaint filed by Shirley J. Noble, Rapid City, South Dakota, against Preferred Billing Regarding Unauthorized Billing for Services.

On October 19, 1999, the Commission received a formal complaint from Shirley Noble, Rapid City, South Dakota, against Preferred Billing regarding unauthorized billing for services. Complainant alleges her long distance provider was switched without her authorization. Complainant requests that the \$1000 fine be awarded to her and that the state law be enforced.

Staff Analyst: Leni Healy
Staff Attorney: Camron Hoseck
Dated Filed: 10/19/99
Intervention Deadline: NA

TELECOMMUNICATIONS

TC98-069 In the Matter of the Application of PNV.net, Inc., formerly known as Park 'N View, Inc. for an Amended Certificate of Authority to Provide Telecommunications Services in South Dakota.

On October 20, 1999, the Commission received a request from PNV.net, Inc. (PNV) formerly known as Park 'N View, Inc. to amend its Certificate of Authority to Provide Telecommunications Services in South Dakota. PNV's Certificate of Authority was originally subject to the condition that they not offer a prepaid calling card or require advance payments without prior approval of the Commission. PNV is now requesting that the Certificate of Authority be amended to allow them to offer these services. The company is offering to post a bond in the amount of \$25,000 in order to obtain Commission approval for this amended Certificate.

Staff Analyst: Heather Forney
Staff Attorney: Camron Hoseck
Dated Filed: 10/20/99
Intervention Deadline: 11/05/99

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Facsimile Transmission

LANCE J.M. STEINHART

ATTORNEY AT LAW
6455 EAST JOHNS CROSSING
SUITE 283
DULUTH, GEORGIA 30097

TELEPHONE: (770) 232-9200
FACSIMILE: (770) 232-9208

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE RECIPIENT OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U. S. POSTAL SERVICE. THANK YOU.

NAME: *Heather Forney*
FIRM: *South Dakota Public Utilities Commission*
TELEPHONE: *605-773-3201*
FAX NUMBER: *605-773-3809*
FROM: *Charlotte Lacey, Legal Assistant to Lance J.M. Steinhart*
DATE: *April 18, 2000*

TOTAL NUMBER OF PAGES INCLUDING THIS COVER LETTER: 13

MESSAGE: *Please see the attached for PNV.net, Inc. f/k/a Park 'N View, Inc. Docket No. TC98-069. Thank you.*



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



March 20, 2000

Lance J.M. Steinhart
6455 East Johns Crossing
Suite 285
Duluth, GA 30097

Re: TC98-069 - In the Matter of the Application of PNV.net, Inc. f/k/a
Park 'N View, Inc. for a Certificate of Authority to Provide
Telecommunications Services in South Dakota.

Dear Mr. Steinhart:

PNV.net, Inc. formerly known as Park 'N View, Inc., filed a request on
October 20, 1999 to amend its Certificate of Authority to Provide
Telecommunications Services in South Dakota. The request specifically
asked that the original conditions concerning prepaid calling cards, advance
payments, and deposits be eliminated in lieu of a \$25,000 bond.

Since the original request was received, I was informed that the applicant
had changed its name to PNV, Inc. I have had numerous discussions
with you regarding the need for a copy of the Applicant's certificate of
authority from the Secretary of State to transact business in South Dakota
as PNV, Inc. I have waited patiently for nearly 5 months for this
information.

If the certificate of authority from the Secretary of State is not received
by April 20, 2000, I will recommend the Commission deny the
amendment request and close the docket at its April 27, 2000, meeting.

If you have any comments or questions, please feel free to contact me at the
Commission (605) 773-3201 or via email at heather.forney@state.sd.us.

Sincerely,

Heather K. Forney, Utility Analyst

cc: Camron Hoseck, Commission Staff Analyst
Stephen Conkling, PNV.net

Capitol Office
Telephone (605) 773-3201
FAX (605) 773-3889

Transportation
Workplace Division
Telephone (605) 773-3235
FAX (605) 773-3235

Customer Hotline
1-800-533-1782

TTY Through
Relay South Dakota
1-800-877-3333

Internet Website
www.state.sd.us/puc/

•
Jan Berg
Chairman
Pete Nelson
Vice-Chairman
Lance Steinhart
Commissioner

William Pullard Jr.
Executive Director

Heather Hest
Martin C. Bergmann
Sue Cichos
Karen E. Crutcher
Terry Lindeman
Michelle M. Farns
Marlene Fischbach
Heather K. Forney
Shirleen Fugitt
Mary Giddings
Lewie Harwood
Lynn Healy
Mary Stealy
Camron Hoseck
Lisa Hull
David Jacobson
Jennifer Kirk
Bob Kozalle
Debra Kocile
Charlene Lund
Gregory A. Miller
Keith Sengler
Katherine Ault Wain

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

Amended Certificate of Authority

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for an Amended Certificate of Authority of **PNV.NET, INC. changing its name to PNV INC. (DE)** 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 Amended 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 17, 2000.

A handwritten signature in cursive script, appearing to read "Joyce Hazeltime", written over a horizontal line.

Joyce Hazeltime
Secretary of State





Secretary of State
State Capitol

Filed this 17th day of
April 20 00

RECEIVED
FEB 22 2000
S.D. SEC. OF STATE

Application for Amended Certificate of Authority

Pursuant to the provisions of SDCL 47-8-22, the undersigned corporation hereby applies for an amended Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

RECEIVED
APR 17 2000

(1) The name of the corporation is PNV net, Inc. (enter corporate name)

S.D. SEC. OF STATE

(2) The name of the corporation as amended is PNV, Inc.

(3) State where incorporated Delaware Federal Taxpayer ID# 65-0612435

(4) The date of its incorporation is September 18, 1995 and the period of its duration is perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is
1013 Centre Road, Wilmington, Delaware Zip Code 19805
mailing address if different from above at: 15711 NW 39th Street, Coral Springs, Florida Zip Code 33065

(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
503 South Pierre Street, Pierre, South Dakota Zip Code 57501
and the name of its proposed registered agent in the State of South Dakota at that address is Corporation Service Company

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are
cable television and telecommunication services and any other lawful act or activity for which corporations may be organized

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

Name	Officer Title	Street Address	City	State	Zip
<u>SEE ATTACHED</u>					

(9) The aggregate number of shares which it has authority to issue, itemized by class, 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>\$0.001</u>
<u>8,750,000</u>	<u>Preferred</u>		<u>\$0.01</u>

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

(10) The aggregate number of its issued shares, limited 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
15,722,307	Common		\$0.001
0	Preferred		

(11) The amount of its stated capital is \$ 41,856,840

(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 partnership or association of persons, or in any manner whatsoever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such a person, 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: 2/27 1999

S. L. Conkin
(Signature)
President
(Title)

STATE OF Florida
COUNTY OF Broward

I, Stephen L. Conkin, a notary public, do hereby certify that on this 27th day of December, 1999, personally appeared before me Stephen L. Conkin, who, being by me first duly sworn, declared that he is the President of SPV Inc., that he has signed the foregoing documents as officer of the corporation, and the statements therein mentioned are true.

Stephen L. Conkin
Notary Public

Stephen L. Conkin
(Signature)
Notary Public

Notarial Seal



FILING FEE: \$70

FILING INSTRUCTIONS:

A foreign corporation authorized to do or engage in business in this state shall procure an amended certificate of authority in the event it changes its corporate name or desires to pursue in this state other or additional purposes than those set forth in its prior application.

One ORIGINAL and One COPY of the application must be submitted.

The application must be accompanied by a not page **CERTIFICATE OF FACT** or **NAME CHANGE** showing both the former name and the change to the new name. The certificate must be obtained from the Secretary of State in the state whose laws it is incorporated.

PNV INC.
OFFICES

President/Chief Executive Officer

Stephen L. Conkling
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone
SS# 014-38-7902

Vice President - Process Management

R. Michael Brewer
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone
SS# 472-46-0693

Secretary/Vice President - Operations

Anthony W. Allen
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone
SS# 594-29-9205

Vice President - Business Development
and Industry Relations

Bill J. Buzbee
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone
SS# 454-72-8176

Vice President - Sales

Mark Cleveland
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone
SS# 542-90-0984

Vice President - Engineering

Yves Roland Maynard
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone
SS# 593-25-1667

Vice President - Technical Product
Development

James D. Green
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone
SS# 341-92-1488

04/18/00 11:17 FAX 770 232 9206
04/18/00 09:48 FAX 919 420 1800

LANCE STEINHART
KILPATRICK STOCK

0007/013

Vice President - New Media and E-Business

Steven Yevoli
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone
SS# 088-60-1407

PNV INC.
DIRECTORS

Ian Williams - Chairman
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone

Daniel K. O'Connell
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone

Robert M. Chefitz
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Coral Springs, Florida 33065
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Thomas P. Hirschfeld
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone

Robert P. May
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone

William J. Razzouk
11711 NW 39th Street
Coral Springs, Florida 33065
954.745.7800 phone

State of Delaware
Office of the Secretary of State

PAGE 1 RECEIVED

APR 17 2000

S.E. SEC. OF STATE

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PNV NET, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF SEPTEMBER, A.D. 1999, AT 9 O'CLOCK A.M.



Edward J. Freel
Edward J. Freel, Secretary of State

2543635 8100

001190251

AUTHENTICATION: 0379862

DATE: 04-13-00

445
+ 20 inches
63
596165

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/15/2000
001365613 - 2543635

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
FNV.NET, INC.**

(Pursuant to Section 242 of the General Corporation Law of the State of
Delaware)

It is hereby certified that:

1. The name of the corporation is FNV.net, Inc. (the "Corporation").

The Certificate of Incorporation of the Corporation was originally filed with the Secretary of State of the State of Delaware on September 18, 1995.

2. The Board of Directors of the Corporation duly adopted a resolution proposing and declaring it advisable that Section 1 of Article FOURTH of the Certificate of Incorporation of the Corporation be amended in its entirety to read as follows:

"Section 1. Authorized Capitalization. The aggregate number of shares of stock which the Corporation shall have authority to issue is Fifty-eight Million Seven Hundred Fifty Thousand (58,750,000), of which Fifty Million (50,000,000) shares shall be common stock, par value \$.001 per share ("Common Stock"), and Eight Million Seven Hundred Fifty Thousand (8,750,000) shares shall be preferred stock, par value \$.01 per share ("Preferred Stock")."

3. This amendment to the Certificate of Incorporation was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of Delaware.

04/18/00 11:18 FAX 770 232 9208
04/18/00 09:50 FAX 919 420 1800

LANCE STEINHART
KILPATRICK STOCK

0911/013


NOT PREPARED

4. This amendment to the Certificate of Incorporation shall be effective on and as of the date of filing of this Certificate of Amendment with the office of the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed in its name by its President and attested to by its Secretary this 15th day of September, 1999 and the statements contained herein are affirmed to me under penalties of perjury.

PERV.net, Inc.

By


Robert F. Allen, Chief Executive
Officer

ATTEST:

By:


Anthony Allen, Secretary

SALES/HR/LEGAL

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PNV.NET, INC.", CHANGING ITS NAME FROM "PNV.NET, INC." TO "PNV INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF NOVEMBER, A.D. 1999, AT 9:04 O'CLOCK A.M.



2543635 8100

001170482


Edward J. Freel, Secretary of State

AUTHENTICATION: 0366190

DATE: 04-07-00

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION
OF
PNV.NET, INC. 11189

It is hereby certified that:

1. The name of the corporation (the "Corporation") is PNV.net, Inc.
2. The Certificate of Incorporation of the Corporation is hereby amended by striking out Article FIRST thereof and by substituting in lieu of said Article the following new Article FIRST:

"The name of the corporation is PNV Inc."

3. The amendment of the Certificate of Incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Signed on November 3, 1999.

PNV.NET, INC.

By: 
Robert F. [unclear]

RALLJ001328-6641

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APR 18 2000

Lance J.M. Steinhart

Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

April 18, 2000

FAX Received APR 18 2000

VIA OVERNIGHT DELIVERY

Mr. William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Ave-Pierre, SD 57501-5070
(605) 773-3201

Re: PNV.net, Inc.

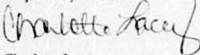
Dear Mr. Bullard:

Enclosed please find one original and ten (10) copies of PNV.net, Inc.'s Amended Certificate of Authority issued by the Secretary of State.

I have also enclosed an extra copy of this cover letter to be date stamped and returned to me in the enclosed self-addressed prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,



Charlotte Lacey
Legal Assistant to Lance J.M. Steinhart

Attorney for PNV.net, Inc.

Enclosures

cc: R. Michael Brewer

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

Amended Certificate of Authority

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for an Amended Certificate of Authority of **PNV.NET, INC. changing its name to PNV INC. (DE)** 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 Amended 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 17, 2000.



Joyce Hazeltime

Joyce Hazeltime
Secretary of State

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	ORDER AMENDING
PNV INC. FOR AN AMENDED CERTIFICATE)	CERTIFICATE OF
OF AUTHORITY TO PROVIDE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC98-069

On October 20, 1999, the Public Utilities Commission (Commission) received a request from PNV Inc. (PNV) formerly known as Park N View, Inc. to amend its Certificate of Authority to provide telecommunications services in South Dakota. PNV's Certificate of Authority was subject to the condition that it not offer a prepaid calling card or require advance payments or deposits without prior approval of the Commission. PNV is now requesting that the Certificate of Authority be amended to allow it to offer these services. PNV is offering to post a bond in the amount of \$25,000 as a condition of such amendment.

On October 21, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of November 5, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled May 17, 2000, meeting, the Commission considered PNV's request for an amended certificate of authority. Commission Staff recommended granting an amended certificate of authority, subject to PNV's posting a bond in the amount of \$25,000.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3. The Commission voted to approve PNV's application for an amended certificate of authority, subject to the condition that it post a bond in the amount of \$25,000 to ensure its compliance with South Dakota law and to reimburse customers in South Dakota for any prepayments or deposits they have made which PNV may be unable or unwilling to return to said customers as a result of insolvency or other business failure. It is therefore

ORDERED, that PNV's application for an amended certificate of authority to provide telecommunications services is granted, subject to the condition that PNV post a bond in the amount of \$25,000 for the purposes stated above, and it is

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

Dated at Pierre, South Dakota, this 29th day of May, 2000.

CERTIFICATE OF SERVICE

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

By: Michelle Kolbe

Date: 5/25/00

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

AMENDED CERTIFICATE OF AUTHORITY

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

Authority was Granted May 17, 2000
Docket No. TC98-069

This is to certify that

PNV INC.

is authorized to provide telecommunications services in South Dakota.

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

Dated at Pierre, South Dakota, this 23rd day of May, 2000.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Laska Schoenfelder

LASKA SCHOENFELDER, Commissioner

RECEIVED

JUN 14 2000

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

June 13, 2000

VIA FEDERAL EXPRESS EXPRESS

Mr. William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070
(605) 773-3201

Re: PNV, Inc.
Docket No. TC98-069

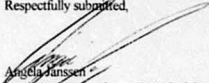
Dear Mr. Bullard:

Enclosed please find one original and ten (10) copies of PNV, Inc.'s Indemnity Bond in the amount of Twenty Five Thousand Dollars (\$25,000).

I have enclosed an extra copy of this cover letter to be date stamped and returned to me in the enclosed self-addressed prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,


Angela Janssen
Legal Assistant to Lance J.M. Steinhart
Attorney for PNV, Inc.

Enclosures
cc: Anthony Allen



For All the Commitments You Make[®]

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 109539549 effective 10/13/1999
issued by the CONTINENTAL CASUALTY COMPANY
Twenty-five thousand *** DOLLARS, on behalf of PNV.net, Inc. in the amount of
as Principal and in favor of State of South Dakota

Now, Therefore, it is agreed that:

as obligee:

THE NAME OF THE PRINCIPAL BE CHANGED:

FROM: PNV.net, Inc.

TO: PNV, Inc.

and to change the bond number

From: 109539549

To: 190539549

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.
This rider is to be effective the 24th day of November 19 99

Signed, sealed and dated this 02nd day of June 199x 2000

PNV, Inc.

By: [Signature]
Principal

CONTINENTAL CASUALTY COMPANY

By: [Signature]
Harold Miller, Jr. Agent, in Fact

Accepted By

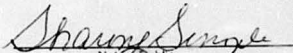
Countersigned by, [Signature]
S. Dakota resident agent, Gary A. Larson

Original rider is
with bond.

STATE OF *Illinois*
COUNTY OF **Boone**

On this 02nd day June of in the year 2000, before me, Sharon L. Sinople, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Harold Miller, Jr. known to me to be duly authorized Attorney-in-Fact of the **Continental Casualty Company** and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company, and the said Harold Miller, Jr. duly acknowledged to me that he subscribed the name of the **Continental Casualty Company**, thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.


Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint:

Har Miller, Sharon Simole, Individually

of the State of Illinois

their true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 15th day of March, 2000.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion

Marvin J. Cashion Group Vice President

State of Illinois, County of Cook, ss.

On this 15th day of March, 2000, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, State of Illinois, that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA as described in and which executed the above instrument; that he knows the seals of said corporations, that the seals affixed to the said instrument are such corporate seals, that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Diane Faulkner

My Commission Expires September 17, 2001

Diane Faulkner Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof is still in force. In testimony whereof I have hereinunto subscribed my name and affixed the seals of the said corporations this 02nd day of June, 2000.



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis

Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may, at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD.

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED, That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED, That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."