



9/7	99	Filed and Notated;
5/9	99	Weekly Filing;
1/21	00	Certificate of Authority from Sec. of State;
2/11	00	Order Granting COA;
2/11	00	Market Closed.

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

Also Admitted in New York  
and Maryland

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

September 2, 1999

**VIA OVERNIGHT DELIVERY**

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

**RECEIVED**

SEP 07 1999

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Re: Trans National Communications International, Inc.

Dear Mr. Bullard:

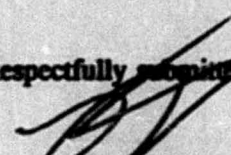
Enclosed please find one original and ten (10) copies of Trans National Communications International, Inc.'s Application for Registration of a Telecommunications Company. Please note that Exhibit A, the Certificate of Authority from the Secretary of State, is not attached. We have applied for the certificate and will forward a copy to the commission upon receipt.

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 Trans National Communications  
International, Inc.

Enclosures

cc: Richard Hargrave

**APPLICATION FOR REGISTRATION  
OF TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.  
FILED WITH THE  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF THE	)	
APPLICATION OF	)	
TRANS NATIONAL COMMUNICATIONS	)	
INTERNATIONAL, 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 Trans National Communications International, 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:**

Trans National Communications International, Inc.  
133 Federal Street  
Boston, MA 02110  
Telephone: (617) 369-1000

**2. The name under which the Applicant will provide these services if different than in 1. above:**

3. Applicant's corporate information:

Applicant was incorporated in the State of Delaware on August 1, 1995. A copy of the Applicant's Articles of Incorporation is attached hereto as Exhibit A. A copy of Applicant's Certificate of Authority to transact business as a foreign corporation in the State of South Dakota will be attached hereto as Exhibit B upon issuance.

The Applicant has no principal office in South Dakota. The name and address of the Applicant's registered agent is:

National Registered Agents, Inc.  
300 South Phillips Avenue, Ste. 300  
Sioux Falls, SD 57102

The names and address of each corporation, association, partnership, cooperative, or individual holding a 20% or greater ownership or management interest in the Applicant corporation and the amount and character of the ownership or management interest are as follows:

Name and Address	Shares Owned	Percentage of all Shares Issued and Outstanding and Voting Control
Steven B. Belkin 133 Federal Street Boston, MA 02110	3,449	77%
The Julie Ann Belkin Trust 133 Federal Street Boston, MA 02110	512	11.5%
The Amy Jill Belkin Trust 133 Federal Street Boston, MA 02110	512	11.5%

4. Partnership Information:

Not Applicable.

5. Description of Services Applicant intends to offer:

Applicant is a reseller which intends to offer 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, and travel card service.

6. Means by which the Applicant intends to provide services:

Applicant does not own or maintain any transmission facilities or switching equipment in the State of South Dakota. The Applicant will provide services through Frontier, MCI WorldCom, and Sprint, its underlying carriers. As a reseller, Applicant has no points of presence in the State of South Dakota, thus Applicant 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 Applicant in providing service in the State of South Dakota. Rather, Applicant will be engaged in reselling services provided by facilities-based carriers within the State of South Dakota.

7. Geographic Areas in which services will be offered:

Applicant intends to provide services on a statewide basis.

8. 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 December 31, 1997 and December 31, 1998 respectively, which demonstrates that Applicant has the financial ability to provide the services that it proposes to offer.

9. Applicant's complaints and regulatory matters contact and how Applicant handles customer billings and customer service matters.

All inquiries regarding regulatory matters should be addressed to:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110  
Telephone: (617) 369-1000  
Facsimile: (617) 369-1063  
E-Mail: rhargrave@tninternet.com

All inquiries regarding complaints should be addressed to:

Chuck Luca, V.P. of Customer Care  
133 Federal Street  
Boston, MA 02110  
Telephone: (617) 369-1138  
Facsimile: (617) 369-1063  
E-Mail: cluca@tninternet.com

The Applicant's customers will be direct billed utilizing "real-time" completed call detail information from Applicant's underlying carriers, and some residential customers will be LEC billed utilizing USBI of San Antonio, TX. Applicant's toll-free number will be on all invoices and customer service will be provided in-house by the Applicant.

10. Regulatory Status:

Applicant is currently in the process of obtaining all required authorizations from the state regulatory agencies. Applicant is currently authorized to provide service in Connecticut, Florida, Iowa, Michigan, Montana, New Jersey, North Carolina, Pennsylvania, Texas, Utah, and Virginia.

The Applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified. The Applicant has never been denied registration or certification nor withdrawn its request for registration or certification in any state.

11. Description of Marketing

Applicant intends to market its services to primarily to residential customers and to small to mid-sized businesses. All sales personnel will have telecommunications service experience. Applicant will market through direct sales by employees and agents. Applicant does not intend to engage in multilevel marketing at this time. Applicant's marketing materials are attached hereto as Exhibit C.

12. Cost Support:

Applicant intends to provide services at a price above its cost.

13. Federal Tax Identification Number:

04-3284489

14. The Number and Nature of Complaints filed against the Applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered:

None

15. Tariff

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

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

DATED this 31 day of September, 1999.


**Trans National Communications  
International, Inc.**

By:   
Lance J.M. Steinhart, Its Counsel

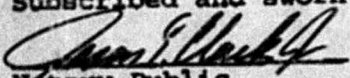
6455 East Johns Crossing  
Suite 285  
Duluth, Georgia 30097  
(770) 232-9200

STATE OF MASSACHUSETTSCOUNTY OF SUFFOLK

Bruce E. Rogoff, being first duly sworn, deposes and says that he is the CEO of Trans National Communications International, 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.

  
\_\_\_\_\_  
Bruce E. Rogoff

Subscribed and sworn to before this 20th day of August, 1999.

  
Notary Public

My Commission expires: July 3, 2003

**LIST OF EXHIBITS**

- A - ARTICLES OF INCORPORATION**
- B - CERTIFICATE OF AUTHORITY**
- C - MARKETING MATERIAL**
- D - FINANCIAL INFORMATION**
- E - PROPOSED TARIFF**

**EXHIBIT A - ARTICLES OF INCORPORATION**

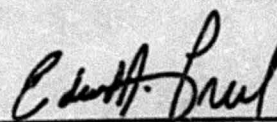
*State of Delaware*  
*Office of the Secretary of State*

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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 INCORPORATION OF "TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF AUGUST, A.D. 1995, AT 12:30 O'CLOCK P.M.

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



  
Edward J. Freel, Secretary of State

2529585 8100

950172965

AUTHENTICATION: 7593396

DATE: 08-01-95

**CERTIFICATE OF INCORPORATION**

**OF**

**TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.**

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

**FIRST:** The name of the corporation (hereinafter called the "Corporation") is

**TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.**

**SECOND:** The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle; and the name of the registered agent of the Corporation in the State of Delaware is The Corporation Trust Company.

**THIRD:** The nature of the business to be conducted and the purposes of the Corporation are:

To purchase or otherwise acquire, invest in, own, lease, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade and deal in and with real property and personal property of every kind, class and description (including, without limitation, goods, wares and merchandise of every kind, class and description), to manufacture goods, wares and merchandise of every kind, class and description, both on its own account and for others;

To make and perform agreements and contracts of every kind and description; and

Generally to engage in any lawful act or activity or carry on any business for which corporations may be organized under the Delaware General Corporation Law or any successor statute.

**FOURTH:** The total number of shares of capital stock which the Corporation shall have authority to issue is 10,000 shares of Common Stock with \$.01 par value.

#### **RESTRICTIONS ON TRANSFER**

- 4.1** Non-Complying Transfers Prohibited. No shares of common stock ("Shares") owned by any person or entity (a "Stockholder") may be sold, assigned, pledged, hypothecated, encumbered, gifted, devised or otherwise transferred to any person or entity, voluntarily, or by operation of law, court order, foreclosure, marital property division or otherwise except in accordance with the terms and conditions hereinafter set forth.
- 4.2** Rights of First Refusal on Voluntary Transfers.
- 4.2.1** Any Stockholder who intends to sell, assign, transfer or otherwise voluntarily dispose of all or part of any Shares (the "Selling Stockholder"), shall give written notice of such intention to Steven B. Belkin, his successors and assigns (the "Founding Stockholder") and the Corporation, which notice shall include the name of the proposed transferee, the proposed purchase price per Share, the terms of payment of such purchase price and all other matters relating to such sale and shall be accompanied by a copy of the binding written agreement of the proposed transferee to purchase the Shares of the Selling Stockholder. Such notice shall constitute a binding offer by the Selling Stockholder to sell to the Founding Stockholder and the Corporation, or their assignees, such number of Shares then held by the Selling Stockholder as are proposed to be sold in the notice at the monetary price per Share designated in such notice, payable as provided in Section 4.2.4 hereof. Within thirty days after receipt of written notice from the Selling Stockholder, the Founding Stockholder shall give written notice to the Selling Stockholder as to whether such offer has been accepted by the Founding Stockholder. The Founding Stockholder may only accept such offer in whole and may not accept such offer in part. Such acceptance notice shall fix a time, location and date for the closing on such purchase ("Closing Date") which shall not be less than seven nor more than forty-five days after the giving of the acceptance notice. The place for such closing shall be at the principal office of the Corporation or such other location agreed to by the parties. At such closing, the Selling Stockholder shall accept payment as set forth in Section 4.2.4 and shall deliver to the Founding Stockholder in exchange therefor certificates for the number of Shares stated in the notice accompanied by duly executed instruments of transfer.

- 4.2.2 If the Founding Stockholder shall fail to accept the offer within the thirty-day period, then the Corporation shall have fifteen days from the expiration of such notice period within which to accept in whole, but not in part, the offer of the Selling Stockholder, by giving to him written notice as set forth above of their intent to purchase all, but not less than all, of the Shares proposed to be sold as provided in the notice to the Founding Stockholder and the Corporation at the monetary price per Share designated in such notice, payable as provided in Section 4.2.4 hereof. The place for such closing shall be at the principal office of the Corporation or such other location agreed to by the parties. At the closing of such purchase and sale, the Selling Stockholder shall accept payment as set forth in Section 4.2.4 and shall deliver to the Corporation in exchange therefor certificates for the number of Shares stated in the notice accompanied by duly executed instruments of transfer.
- 4.2.3 If the Founding Stockholder and the Corporation shall fail to accept any such offer, then the Selling Stockholder shall be free to sell all, but not less than all, of the Shares set forth in his notice to the designated transferee at a price and on terms no less favorable to the Selling Stockholder than described in the Selling Stockholder's notice, *provided* that such sale is consummated within six months after the giving of notice by the Selling Stockholder to the Founding Stockholder and the Corporation as aforesaid, but the transferee (and all subsequent transferees) shall thereafter only be permitted to sell or transfer Shares in accordance with the terms hereof. After the expiration of such six-month period, the provisions of this Section 4.2 shall again apply with respect to any proposed transfer of the Selling Stockholder's Shares.
- 4.2.4 The purchase price of any Shares to be acquired pursuant to this Section 4.2 shall be payable on the terms offered to the Selling Stockholder by the proposed transferee (*provided, however*, that the Founding Stockholder and the Corporation shall not be required to meet any non-monetary terms of the proposed transfer, including, without limitation, delivery of other securities in exchange for the Shares proposed to be sold).
- 4.3 Death of a Stockholder. Within thirty days after the death of any Stockholder (other than the Founding Stockholder) (the "Deceased Stockholder"), the executors or administrators of the estate of the Deceased Stockholder and each transferee of the Deceased Stockholder's Shares by virtue of such death shall give written notice thereof to the Founding Stockholder and the Corporation offering to the Founding Stockholder and the Corporation or any assignee of either of them all of the Shares owned by the Deceased Stockholder at the time of death.

Within thirty days after receipt of such notice, the Founding Stockholder or his assignee, may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. If such Shares are not purchased by the Founding Stockholder, they shall be offered in the same manner to the Corporation. Within thirty days after the expiration of the Founding Stockholder's thirty-day period, the Corporation may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. If such Shares are not purchased by the Founding Stockholder or the Corporation, such Shares may be retained by the estate of the Deceased Stockholder or by such transferees subject to all other provisions hereof.

- 4.4 **Transfers by Operation of Law.** In the event that a Stockholder (i) files a voluntary petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver or makes an assignment for the benefit of creditors, or (ii) is subjected involuntarily to such a petition or assignment or to an attachment or other legal or equitable interest with respect to his Shares and such involuntary petition or assignment or attachment is not discharged within thirty days after its date, or (iii) is subject to a transfer of his Shares by operation of law (except upon his death) the Founding Stockholder, the Corporation, or their assignees, shall have the right to elect to purchase all of the Shares which are owned by the Stockholder at a purchase price per Share determined in accordance with Section 4.7 hereof. Within thirty days after receipt of such notice, the Founding Stockholder or his assignee, may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. If such Shares are not purchased by the Founding Stockholder, they shall be offered in the same manner to the Corporation. Within thirty days after the expiration of the Founding Stockholder's thirty-day period, the Corporation may elect to purchase all of the Shares so offered at a purchase price per Share determined in accordance with Section 4.7 hereof. Failure of the Founding Stockholder and the Corporation to elect to purchase the Shares under this Section 4.4 shall not affect their rights to purchase the same Shares under Section 4.2 in the event of a proposed sale, assignment, transfer, or other disposition by or to any receiver, petitioner, assignee, transferee or other person obtaining an interest in the Shares.
- 4.5 **Prohibition on Encumbrances.** No Stockholder may pledge, hypothecate or otherwise encumber his Shares.
- 4.6 **Violation of Restrictions.** If any transfer of Shares is made or attempted contrary to the provisions of this Agreement or if any Shares are not

offered as required by these provisions, the Founding Stockholder and the Corporation shall have the right to purchase the Shares from the owner thereof or his transferee at any time before or after the transfer, as hereinafter provided. In addition to any other legal or equitable remedies, the Founding Stockholder and the Corporation may enforce this right by actions for specific performance (to the extent permitted by law). The Corporation may also refuse to recognize any such transferee or Stockholder as one of its stockholders for any purpose, including without limitation for purposes of dividend and voting rights, until all applicable provisions of these restrictions have been complied with.

**4.7 Purchase Price.**

**4.7.1** Except with respect to purchases made under Section 4.2, the purchase price of each Share purchased hereunder shall be the fair market value per Share determined by appraisal as follows. Within thirty days after the election to purchase pursuant to Section 4.3 or 4.4, the Founding Stockholder or the Corporation, as the case may be, shall appoint an appraiser, the Stockholder whose Shares are being purchased (or his legally appointed representatives) shall appoint a second appraiser, and the two appraisers so appointed shall appoint a third appraiser, or if any party or the appraisers fail to act within such period, any unappointed appraiser or appraisers shall be appointed by the American Arbitration Association, Boston, Massachusetts, upon application of any party or appraiser. Each appraiser shall independently determine the value of the shares of the Stockholder whose Shares are being purchased as of a convenient date selected by the three appraisers. The fair market value of the Shares shall be the average of the two closest appraised values, and such determination shall be final and binding upon all interested persons. The Corporation shall promptly furnish to the appraisers such information concerning its financial condition, earnings, capitalization, business prospects and sales of its capital stock as they may reasonably request. The appraisers shall promptly notify in writing the Founding Stockholder, the Corporation and the Stockholder whose Shares are being purchased (or his legally appointed representatives) of the appraisers' final determination of value. The parties shall each bear the fees and expenses of the appraiser appointed by or for each of them, and the fees and expenses of the third appraiser shall be borne one-half by the Stockholder whose Shares are being purchased (or his legally appointed representatives) and one-half by the purchaser of the Shares.

**4.8 Tenders.** The Stockholder whose Shares are being purchased pursuant to Section 4.3 or 4.4 (or his legally appointed representatives) shall tender all Shares being purchased hereunder to the Founding Stockholder or the

Corporation, or to one or more assignees designated by the purchaser, at the principal office of the Corporation at a reasonable date and time specified by it (in any event within thirty days of the purchaser's election), by delivery of certificates representing such Shares endorsed in blank and in proper form for transfer against payment of the purchase price in cash or by certified or bank checks.

- 4.9 **Waiver; Disposition of Shares.** From time to time the Corporation may waive its rights hereunder either generally or with respect to one or more specified transfers which have been proposed, attempted or made. All action to be taken by the Corporation hereunder shall be taken by vote of a majority of its Directors then in office. Any Shares which the Corporation has elected to purchase hereunder may be disposed of by its Board of Directors in such manner as it deems appropriate, with or without further restrictions on the transfer thereof.
- 4.10 **Subchapter S Restrictions.** If the Corporation has elected to be an S corporation pursuant to Section 1362 of the Internal Revenue Code of 1986, as amended, then as long as such an election is in effect no Shares may be sold, assigned, pledged or otherwise transferred to any person or entity if the transfer would cause the termination of such election.

**FIFTH:** The name and mailing address of the sole incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Anne T. Leland	Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. One Financial Center Boston, MA 02111

**SIXTH:** The Corporation is to have perpetual existence.

**SEVENTH:** For the management of the business and for the conduct of the affairs of the Corporation, and in further definition and not in limitation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, conferred by the State of Delaware, it is further provided that:

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the Corporation would have if there were no vacancies. No election of directors need be by written ballot.

B. After the original or other By-Laws of the Corporation have been adopted, amended or repealed, as the case may be, in accordance with the provisions of Section 109 of the General Corporation Law of the State of Delaware, and, after the Corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the Corporation may be exercised by the Board of Directors of the Corporation.

C. The books of the Corporation may be kept at such place within or without the State of Delaware as the By-Laws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

**EIGHTH:** Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

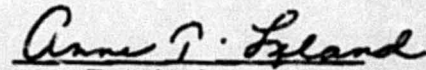
**NINTH:** The Corporation shall, to the fullest extent permitted by the provisions of Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented from time to time, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section as amended or supplemented (or any successor), and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

**TENTH:** No director of this Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except to the extent that exculpation from liability is not permitted under the General Corporation Law of the State of Delaware as in effect at the time such liability is determined. No amendment or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior

to such amendment or repeal. If the General Corporation Law of the State of Delaware is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

**ELEVENTH:** From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this Article.

I, the undersigned, being the sole incorporator, for the purpose of forming a Corporation under the laws of the State of Delaware, do make, file and record this Certificate of Incorporation, to certify that the facts herein stated are true, and accordingly have hereto set my hand this 1st day of August, 1995.

  
Anne T. Leland

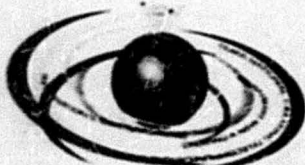
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**EXHIBIT B - CERTIFICATE OF AUTHORITY**

**EXHIBIT C - MARKETING MATERIAL**

# The Toll Free Dimension

## Of Telecommunications Excellence.



Today, more than ever,  
toll free numbers can give  
you the freedom and simplicity  
you're looking for.  
With enhanced toll free  
service options from  
TNCI, you can tailor your  
800/877/888 program  
to increase the efficiency  
and productivity of your  
present phone system!  
Here's how TNCI does it:

### **800/877/888 TOLL FREE SOLUTIONS**

#### ***Area Code Routing***

Call routing by area code directs your 800/877/888 calls to the most efficient answering locations, letting you choose the routing destinations by time of day, day of week, or day of the year. Guarantee that your business calls will be answered regardless of time zone, operating hours or holidays! All you do is pre-set your 800/877/888 number to ring to your office during business hours, in a different time zone after hours, or to an answering service on weekends or holidays.

#### ***Area Code Blocking***

Focus your target market to receive calls only from the areas you desire by eliminating calls outside your area or from non-productive areas. With Area Code Blocking from TNCI, you can block local calls that don't require a toll free number.

#### ***Call Allocations***

Call Allocation controls the volume of calls one office can handle by distributing the calls based on percentages you choose. Now you can best utilize internal resources by directing calls to the numbers with the best available resources.

#### ***Emergency Routing***

With Emergency Routing, your company can promptly re-route calls if your primary location is unable to receive incoming calls. No more unanswered toll free numbers or busy signals!

#### ***Quick Turn-Around Time On Requested Numbers***

No more waiting for the toll free numbers you need. At TNCI, we give you some of the fastest 800/877/888 turn-around in the business.



**TRANS NATIONAL**  
COMMUNICATIONS  
INTERNATIONAL, INC.

For more information, please call:  
**1.800.800.8508**

133 Federal Street, Boston, MA 02110

# What Do 156,000 TNCI Customers Know That You Should? **Big Savings!**

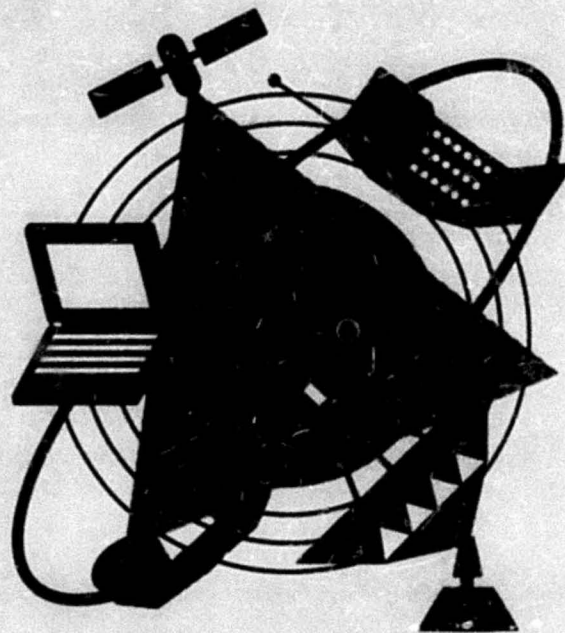
## **They Also Know Who Trans National Is:**

TNCI knows how to put together the products that companies need to compete efficiently and cost effectively in the new millennium—and beyond. Chairman Steve Belkin says, "We like to run fast and quiet." That's why, in an industry that changes overnight, TNCI has emerged as a leader in the telecom arena with very little fanfare.

But the industry and the telecom consumer have certainly started to notice. *Inc. Magazine* has listed TNCI as one of their top growth companies. *Boston Business Journal* characterizes TNCI as a textbook entrepreneurial enterprise. TNCI enjoys endorsements from both *CNN Money Line* and the *Kiplinger Newsletter*.

With corporate offices in Boston and satellite offices in Canada and England, TNCI is taking the industry by storm. We now rank as the nation's fourth largest reseller of telecommunications products and services. It doesn't hurt that we utilize the world's only 100% digital fiber optic network.

Combining this with 24-hour customer support and low rates gives us the winning combination!



*Legendary TNCI  
Customer Service!*

## **And What Trans National Can Do For You:**

With over 156,000 satisfied customers, it's hard to keep TNCI a secret any more. And that's just fine with us. We'll keep letting our price, products, services, and satisfied customers speak for themselves.

- Flat Rate Pricing on long distance and toll free calling
- Six-second incremental billing
- Zero Surcharge Calling Cards—six-second billing
- Discounted International rates
- Legendary Customer Care—available 24-hours a day, seven days a week
- Full Project Code capability
- The nation's only 100% digital fiber optic network
- The most comprehensive telemanagement reports in the industry
- All the telecom products and services your company needs
- 100% satisfaction guaranteed!

Authorized TNCI  
Distributor

 **TRANS NATIONAL**  
COMMUNICATIONS  
INTERNATIONAL, INC.

Trans National Communications International, Inc. • 134 Federal Street • Boston, MA 02110 • (617) 552-1234 • Fax: (617) 552-1235

# Creating A New Dimension Of Service Excellence



TNCI Commercial Customer Care combines state-of-the-art technology with a commitment to exemplary service to our customers. Our Customer Care Specialists are highly trained, knowledgeable professionals who bring to TNCI years of customer care experience in business telecommunications and in both dedicated and switched access services. TNCI Customer Care focuses on pro-active servicing of accounts that not only ensures customer satisfaction, but also creates a cycle of commitments to our customers – each and every one – guaranteed!

## ***You are the reason we're in business!***

### **Welcome Call**

A TNCI Representative will call you personally to confirm your account information, verify status, review rate information, and identify Program offerings in conjunction with our Welcome Package.

### **Retention**

We want to be the last telecommunications provider you'll ever need. That's why, periodically, we review and investigate your account activity to guarantee customer satisfaction for rates and services.

### **Welcome Package**

All new customers receive a package welcoming them to TNCI. This package will contain a friendly welcome letter, valuable information about TNCI's toll free programs, and comprehensive brochures explaining the many program offerings we have.

### **Periodic Touch-Base Call**

TNCI Customer Care never forgets about our customers. Your account representative will be calling periodically to assess and discuss your account, advise you of new program offerings, and update vital customer information.

### **Bill Review**

TNCI can provide you with management reports that will assist in managing your business. Our Bill Review Specialists are just a call away, ready to explain any queries you may have regarding bill summaries and call detail reports.

### **Managed Growth Consultation**

Companies grow and so do their needs. Talk to our TNCI Account Growth Experts who can manage the evolution and expansion of your new account. This way we make sure TNCI is always ready to answer your needs – now and in the future.

### **Service Resolution**

At TNCI, we do not allow a customer's concerns to go unaddressed. Our service resolution ensures that your billing, service and program issues are fully resolved – guaranteed.

### **24-Hour Emergency Service**

With TNCI, you can be in touch with one of our Customer Care Professionals 24 hours a day, seven days a week in case of emergency. Just call 1-800-800-8400.



**TRANSNATIONAL**  
COMMUNICATIONS  
INTERNATIONAL, INC.

For customer care, please call  
**1.800.800.8400**  
Business Hours:  
M-F 8am-8pm EST. • Sat. 9am to 5:30pm EST.  
24 Hours x 7 Day Coverage

133 Federal Street, Boston, MA 02110

# Features and Benefits

## Of Telecommunications Excellence.



***We're giving you something to talk about!***

### ***Simplified Flat Rate Structure***

No more confusing rate plans and gimmicks. With TNCI, you get **ONE LOW** interstate rate regardless of mileage or time of day.

### ***Global Advantage International Calling Plan***

With TNCI, we make the world affordable. You can receive additional discounts on ALL calls to over 40 targeted locations, including the United Kingdom.

### ***Teleconferencing***

Now you can cut costs and conduct business meetings across the country without ever leaving your office - all with our Teleconferencing Center.

### ***State-of-the-Art Calling Card***

Pay no domestic per call surcharges when you take your office on the road. Use your own business number. Voice mail and teleconferencing available.

### ***Rate Guarantee***

Sign up for a term agreement and TNCI will **GUARANTEE** in writing your low interstate rate will not increase over the entire term period!

### ***Toll Free Service Routing and Blocking***

Increase efficiency and lower costs by controlling the destination of toll free calls and geographic areas from which these calls will be received.

### ***Pay Only For What You Use***

Pay only for the calls you make - no minimum usage requirements or monthly set up fees.

### ***Quality Guarantee***

TNCI guarantees your satisfaction or we will switch you back to your previous carrier within the first 90 days and pick up any switch-over fees.

### ***Multiple Carrier Options***

Leading-edge services from your choice of 3 major carriers.

### ***Legendary Customer Care***

We pride ourselves on customer service. Nobody offers the highly trained and responsive staff you'll find in TNCI's Customer Care Department.

### ***Comprehensive Management Reports***

We'll show you how to use your management reports to help control costs and monitor calling patterns, adding to company efficiency and profits.

### ***Multiple Invoice Options***

Flexibility to consolidate branch usage for all services (1+, direct dial, toll free, calling card) into one invoice, or separate branch locations.

### ***Account Codes***

Track calling patterns and control expenses by assigning specific account codes to projects or employees. Codes can be validated for security.

### ***Network Guarantee***

Our year-round, 24-hour network surveillance and maintenance guarantee gives your company peace of mind, superior clarity and reliability on all calls.



**TRANS NATIONAL**  
COMMUNICATIONS  
INTERNATIONAL, INC.

For more information, please call:

**1.800.800.8508**

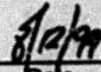
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**EXHIBIT D - FINANCIAL INFORMATION**

**Financial Statements**  
**Trans National Communications International, Inc**  
**Years Ended December 31, 1998 and 1997**

I, Richard Hargrave, Chief Financial Officer, hereby certify, to the best of my knowledge, that the attached financial statements fairly represent, in all material respects, the company's financial condition as of the date of said financial statements.

  
\_\_\_\_\_  
Richard Hargrave

  
\_\_\_\_\_  
Date

1 

*Draft; Subject to Audit*

**Trans National Communications International, Inc**  
**Balance Sheet, December 31**  
**(in thousands)**

	1998	1997
<b>Assets</b>		
<b>Current Assets:</b>		
Cash	\$1,009	\$76
Accounts Receivable	2,427	1,753
Other Assets	0	25
<b>Total Current Assets</b>	<u>3,436</u>	<u>1,854</u>
<b>Fixed Assets, Net</b>	45	39
<b>Total Assets</b>	<u><u>\$3,481</u></u>	<u><u>\$1,893</u></u>
<b>Liabilities and Shareholders' Deficit</b>		
<b>Current Liabilities:</b>		
Accounts Payable and Accrued Expenses	\$3,721	\$1,158
Advances from Affiliated Company	2,224	2,898
<b>Total Current Liabilities</b>	<u>5,945</u>	<u>4,056</u>
<b>Shareholders' Deficit:</b>		
Common Stock \$2.00 par value; 10,000 Shares authorized; 4,473 issued and outstanding.	9	9
Accumulated Deficit	<u>(2,473)</u>	<u>(2,172)</u>
	<u>(2,464)</u>	<u>(2,163)</u>
	<u><u>\$3,481</u></u>	<u><u>\$1,893</u></u>

*See accompanying notes.*

**Draft; Subject to Audit**

**Trans National Communications International, Inc**  
**Statement of Operations**  
**Year Ended December 31**  
**(in thousands)**

	<b>1998</b>	<b>1997</b>
Revenue	\$13,834	\$8,498
Direct Costs	(12,018)	(7,161)
	<hr/> 1,816	<hr/> 1,337
Selling, General and Administrative Expenses	(1,891)	(2,044)
	<hr/> 75	<hr/> 727
Loss From Operations	(75)	(727)
Interest Expense	(228)	(191)
Interest Income	2	6
	<hr/> 230	<hr/> 185
Net Loss	<u>(\$301)</u>	<u>(\$912)</u>

*See accompanying notes.*

**Statement of Shareholders' Deficit**  
**(in thousands)**

	<b>Common Stock</b>		
	<b>Number of</b>	<b>Par</b>	<b>Accumulated</b>
	<b>Shares</b>	<b>Value</b>	<b>Deficit</b>
Balance at December 31, 1996	4	\$9	(\$1,260)
Net Loss			(912)
Balance at December 31, 1997	<hr/> 4	<hr/> 9	<hr/> (2,172)
Net Loss			(301)
Balance at December 31, 1998	<hr/> 4	<hr/> \$9	<hr/> <u>(\$2,473)</u>

*Draft; Subject to Audit*

**Trans National Communications International, Inc**  
**Statement of Cash Flow**  
**Year Ended December 31**  
**(in thousands)**

	1998	1997
Operating Activities:		
Net Loss:	(\$301)	(\$912)
Adjustment To Reconcile Net Loss To Net Cash Provided By Operating Activities:		
Depreciation And Amortization	31	24
Changes In Operating Assets And Liabilities:		
Accounts Receivable	(674)	(1,100)
Other Assets	25	(25)
Accounts Payable And Accrued Expenses	2,563	449
Advances From Affiliated Company	(674)	1,610
	<u>970</u>	<u>46</u>
Net Cash Provided By Operating Activities		
Investing Activities:		
Purchase Of Fixed Assets	(37)	(4)
	<u>(37)</u>	<u>(4)</u>
Net Cash Used In Investing Activities		
	933	42
Net Increase In Cash	76	34
Cash At Beginning Of Year	<u>\$1,009</u>	<u>\$76</u>
Cash At End Of Year		

## *Draft; Subject to Audit*

### **Trans National Communications International, Inc Statement of Operations Notes to Financial Statements (in thousands)**

#### **1. Description of Business and Going Concern**

Trans National Communications International, Inc ("the Company") was incorporated in the State of Delaware on August 1, 1995. The Company is a non-facilities based reseller of long-distance telecommunications services designated primarily for commercial customers throughout the United States. The Company markets these telecommunications services through third party endorsements and a network of independent agents.

The Company is a member of a group of affiliated companies under common control ("the Affiliated Group") and has extensive transactions and relationships with members of the group. Because of these relationships, the terms of these transactions may be different than those that would result among wholly unrelated parties. The Company is wholly-owned by the shareholders of Trans National Group Services, LLC, a Delaware corporation.

The Company's financial statements have been presented on the basis that it is a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. At December 31, 1998, the Company had a working capital deficit of \$2,509 and a shareholders' deficit of \$2,464. On May 28, 1999, the shareholders of the Company paid in additional capital of \$2,224 which was used to repay the advances from affiliated company and reduced the shareholders' deficit to \$240.

#### **2. Summary of Significant Accounting Policies**

##### **Revenue Recognition**

Revenue from long distance service is recorded in the month in which the Company's customers complete the telephone call based on the minutes of use and contracted rates. In addition, revenue is recorded from third party marketing agreements based on the number of new subscribers added during the month and revenue achieved by the subscriber group as determined by the agreement, if applicable.

##### **Fixed Assets**

Fixed assets are recorded at historical cost. The Company depreciates its fixed assets using the straight-line method with half year convention over their estimated useful lives, which range from three to five years.

##### **Income Taxes**

The Company has elected to be taxed for Federal and State income tax purposes under Subchapter S of the Internal Revenue Code. Accordingly, the Company does not provide for Federal and State income taxes since the shareholders, not the Company, are liable for Federal and State income taxes.

##### **Concentrations of Credit Risks**

Financial instruments, which potentially expose the Company to concentration of credit risk, include cash and cash equivalents. The Company's trade accounts receivables are not subject to any concentration of credit risk. A significant amount of the Company's cash and cash equivalents are held in two banks. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$100. Uninsured cash balances totaled approximately \$909 at December 31, 1998. The Company does not believe that such deposits are subject to any unusual credit risk associated with operating its business.

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### Trans National Communications International, Inc Statement of Operations Notes to Financial Statements (in thousands)

#### 2. Summary of Significant Accounting Policies (continued)

##### Financial Instruments

The carrying amount of the Company's financial instruments, which include cash, cash equivalents, account receivable, notes receivable from related parties, accounts payable, accrued expenses, accounts payable to related party, loans payable debt, advances from creditor, notes payable to related parties and advances from affiliated company approximates their fair value at the balance sheet date.

##### Use of Estimates

The preparation of financial statements in the accordance with generally accepted accounting principles requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and the disclosure for contingent assets and liabilities at the date of the financial statements. They also affect the reported amounts of reserves and expenses during the reported period. Actual results could vary from those estimates and assumptions.

#### 3. Related Party Transactions

##### Advances from Affiliated Company

The Company has a contractual agreement with another member of the Affiliated Group whereby that other member has agreed to provide management, operational, financial and administrative services to the Company. The Company pays its allocable portion of the costs of such services. The agreement to provide these services expires on December 31, 2001.

##### Trading with Affiliated Company

The Company has an agreement with another member of the Affiliated Group to buy long-distance telecommunications services at cost plus 5%. The cost to the Company of these services totaled \$2,880 in 1998 and \$3,266 in 1997.

#### 4. Fixed Assets

Fixed Assets consist of the following at December 31:

	1998	1997
Data Processing Equipment	\$112	\$75
Less: Accumulated Depreciation	(67)	(36)
	<u>\$45</u>	<u>\$39</u>

#### 5. Year 2000

The Company has designed a plan to ensure that its systems will conform to Year 2000 requirements. Although management does not expect Year 2000 issues to have a material impact on its business or results of operations, there can be no assurance that there will not be interruptions or other limitations of system functionality.

6

**EXHIBIT E - PROPOSED TARIFF**

TRANS NATIONAL COMMUNICATIONS  
INTERNATIONAL, 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 Trans National Communications International, Inc. ("TNCII"), with principal offices at 133 Federal Street, Boston, MA 02110. 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: September 3, 1999

EFFECTIVE: , 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

TRANS NATIONAL COMMUNICATIONS  
INTERNATIONAL, INC.

ORIGINAL SHEET 2  
SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

RESERVED FOR FUTURE USE

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

TRANS NATIONAL COMMUNICATIONS  
INTERNATIONAL, 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
32	Original

\* New or Revised Sheet

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

TELECOMMUNICATIONS SERVICES TARIFF

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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.(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 filed with the Commission.

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Boston, MA 02110

TELECOMMUNICATIONS SERVICES TARIFF

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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Boston, MA 02110

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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 TNCII's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable TNCII 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 TNCII and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or TNCII - Used throughout this tariff to mean Trans National Communications International, Inc., a Delaware corporation.

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.

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.

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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.

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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133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by TNCII 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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133 Federal Street  
Boston, MA 02110

TELECOMMUNICATIONS SERVICES TARIFF

- 2.1.1 The services provided by TNCII 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 which may be 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 TNCII 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 TNCII.
- 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 TNCII'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 TNCII'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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133 Federal Street  
Boston, MA 02110

TELECOMMUNICATIONS SERVICES TARIFF

- 2.2.3 The use of TNCII'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 TNCII's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 TNCII does not transmit messages, but the services may be used for that purpose.
- 2.2.6 TNCII'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: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

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TRANS NATIONAL COMMUNICATIONS  
INTERNATIONAL, INC.

ORIGINAL SHEET 12  
SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

- 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 Reserved for Future Use
- 2.3.5 Reserved for Future Use
- 2.3.6 Reserved for Future Use

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

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 TNCII on the Customer's behalf.
- 2.4.3 If required for the provision of TNCII's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to TNCII.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to TNCII and the Customer when required for TNCII personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of TNCII'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 TNCII's equipment to be maintained within the range normally provided for the operation of microcomputers.

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with TNCII's facilities or services, that the signals emitted into TNCII'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, TNCII 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 TNCII equipment, personnel or the quality of service to other Customers, TNCII may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, TNCII may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay TNCII for replacement or repair of damage to the equipment or facilities of TNCII 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 TNCII equipment installed at Customer's premises.
- 2.4.9 If TNCII installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

TELECOMMUNICATIONS SERVICES TARIFF

- 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, TNCII 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 TNCII for more than thirty (30) days after issuance of the bill for the amount due, unless the charge is in dispute;

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 TNCII'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 TNCII from furnishing its services.

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

- 2.5.2 Without incurring liability, TNCII 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 TNCII'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 TNCII 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 TNCII deems it necessary to take such action to prevent unlawful use of its service. TNCII 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: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

TRANS NATIONAL COMMUNICATIONS  
INTERNATIONAL, INC.

ORIGINAL SHEET 17  
SOUTH DAKOTA PUC TARIFF NO. 1  
TELECOMMUNICATIONS SERVICES TARIFF

2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a  
per call basis.

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

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.

2.9 Advance Payments

The Company does not require advance payments.

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. 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 180 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 180 day period.

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

**2.11 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company, 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 a court of competent jurisdiction or by the Commission.

**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 \$15 for residential customers and \$25 for commercial customers will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

**2.15 Reconnection Charge**

A reconnection fee of \$25 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

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 increments as set forth in the Rates Section of this tariff. 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: September 3, 1999

ISSUED BY:

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133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

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. TNCII 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:

133 Federal Street  
Boston, MA 02110  
(800) 800-8400 Commercial Customer Service  
(800) 653-2669 Residential Customer Service

Any objection to billed charges should be reported promptly to TNCII. 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.

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

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 a complaint with 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  
TTY through Relay Service South Dakota-  
(800) 877-1113

If a Customer accumulates more than One Dollar of undisputed delinquent TNCII 800 Service charges, the TNCII 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 TNCII 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. TNCII's name and toll-free telephone number will appear on the Customer's bill.

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

3.5 Service Offerings

3.5.1 1+ and 101XXXX 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: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

TRANS NATIONAL COMMUNICATIONS  
INTERNATIONAL, INC.

ORIGINAL SHEET 25  
SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

3.5.4 Reserved for Future Use

ISSUED: September 3, 1999

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ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

TRANS NATIONAL COMMUNICATIONS  
INTERNATIONAL, INC.

ORIGINAL SHEET 26  
SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

Reserved for Future Use

ISSUED: September 3, 1999

EFFECTIVE: , 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

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. The Company will notify the Commission of such arrangements as required by Commission rules and regulations.

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: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

SECTION 4 - RATES

**4.1 1+ & 101XXXX Dialing**

**Residential:**

Day	Evening	Night
\$0.3220 per min	\$0.2300 per min	\$0.2300 per min

**Commercial:**

\$0.2414 per minute for switched service

\$0.1494 per minute for dedicated service

All calls are billed in one minute increments  
A monthly service charge of \$6 will apply for residential customers.

**4.2 Travel Cards**

\$.29 per minute

A \$.25 per call service charge applies.  
Billed in one minute increments

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

4.3 800 Service (Toll Free)

Residential:

Day	Evening	Night
\$0.3220 per min	\$0.2300 per min	\$0.2300 per min

Commercial:

\$0.2414 per minute for switched service

\$0.1494 per minute for dedicated service

All calls are billed in one minute increments  
A \$20 per month per number service charge applies.

4.4 Reserved for Future Use

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

TRANS NATIONAL COMMUNICATIONS  
INTERNATIONAL, INC.

ORIGINAL SHEET 31  
SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

4.5 Directory Assistance

\$1.25

4.6 Returned Check Charge

\$15.00 for Residential Customers

\$25.00 for Commercial Customers

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ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

TELECOMMUNICATIONS SERVICES TARIFF

**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.

**4.9 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge**

The Customer will be assessed a monthly federal Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor). A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

ISSUED: September 3, 1999

ISSUED BY:

Richard Hargrave, CFO  
133 Federal Street  
Boston, MA 02110

EFFECTIVE: , 1999

REMITTANCE DATE 08/30/99

PAGE 1

ACCOUNT CODE VSDPUSD

NAME SOUTH DAKOTA PUBLIC UTIL COMM

005676

DATE	REFERENCE	DESCRIPTION	DEBIT	CREDIT
08/26/99	FILING SD	FILING FEES SOUTH DAKOTA		250.00
TOTAL				250.00

**TRANS NATIONAL**COMMUNICATIONS  
INTERNATIONAL, INC.133 Federal Street  
Boston, Mass. 02110

005676

5-13  
110

REF. NO.	CHECK DATE	AMOUNT
005676	08/30/99	*****250.00

PAY TO  
THE ORDER OF:

TWO HUNDRED AND FIFTY AND 00/100

Fleet Bank

SOUTH DAKOTA PUBLIC UTIL COMM

AUTHORIZED SIGNATURE

⑈005676⑈ ⑆011000138⑆ 93737 26964⑈

REMITTANCE DATE 08/30/99 PAGE 1 ACCOUNT CODE VSDPUSD NAME SOUTH DAKOTA PUBLIC UTIL COMM 005676

DATE	REFERENCE	DESCRIPTION	DEBIT	CREDIT
08/26/99	PILING SD	FILING FEES SOUTH DAKOTA		250.00
TC 99-091				
			TOTAL	250.00



**TRANS NATIONAL**

COMMUNICATIONS  
INTERNATIONAL, INC.

133 Federal Street  
Boston, Mass. 02110

005676 <sup>5-13</sup>  
110

REF. NO.	CHECK DATE	AMOUNT
005676	08/30/99	*****250.00

PAY TO  
THE ORDER OF:

TWO HUNDRED AND FIFTY AND 00/100

Fleet Bank

SOUTH DAKOTA PUBLIC UTIL COMM

⑈005676⑈ ⑆011000138⑆ 93737 26964⑈

AUTHORIZED SIGNATURE

**South Dakota Public Utilities Commission**

**WEEKLY FILINGS**

**For the Period of September 2, 1999 through September 8, 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**

**CT99-039 In the Matter of the Complaint filed by Brad Clark Electric, Inc., Fort Pierre, South Dakota, against FirsTel, Inc. Regarding Unauthorized Billing for Services.**

The Complainant alleges the Company switched telecommunications services from FirsTel to McLeod USA on July 1, 1998. FirsTel continued to bill the Company for services after being notified of the Company's wish to terminate services. The Complainant seeks to have their account with FirsTel closed and all charges removed.

Staff Analyst: Leni Healy  
Staff Attorney: Karen Cremer  
Date Filed: 09/01/99  
Intervention Deadline: NA

**TELECOMMUNICATIONS**

**TC99-071 In the Matter of the Application of Trans National Communications International, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.**

Trans National Communications International is proposing to offer 1+ and 101XXX direct outbound dialing, 800/888 toll-free inbound dialing, and travel card service.

Staff Analyst: Keith Senger  
Staff Attorney: Camron Hoseck  
Date Filed: 09/07/99  
Intervention Deadline: 09/24/99

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>**

TC 99-091

**RECEIVED**

JAN 21 2000

**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  
and Maryland

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

January 20, 2000

**VIA FACSIMILE AND OVERNIGHT DELIVERY**

Mr. Keith Singer  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501-5070  
(605) 773-3201

Re: Trans National Communications International, Inc.

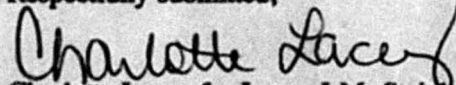
Dear Keith:

Enclosed please find for filing a copy of Trans National Communications International, Inc.'s 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 for Lance J.M. Steinhart

Attorney for Trans National Communications International, Inc.

Enclosures

cc: Richard Hargrave

# State of South Dakota



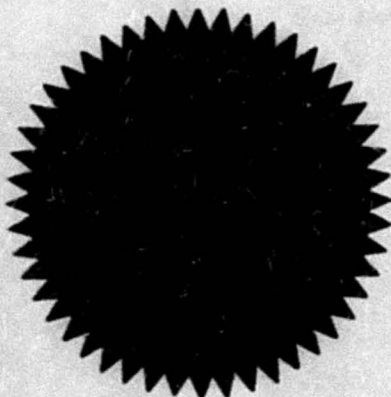
## OFFICE OF THE SECRETARY OF STATE

### Certificate of Authority

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, 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 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 January 19, 2000.



A handwritten signature in cursive script, reading "Joyce Hazeltine", written over a horizontal line.

**Joyce Hazeltine**  
Secretary of State

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

<b>IN THE MATTER OF THE APPLICATION OF )</b>	<b>ORDER GRANTING</b>
<b>TRANS NATIONAL COMMUNICATIONS )</b>	<b>CERTIFICATE OF</b>
<b>INTERNATIONAL, INC. FOR A CERTIFICATE )</b>	<b>AUTHORITY</b>
<b>OF AUTHORITY TO PROVIDE )</b>	
<b>TELECOMMUNICATIONS SERVICES IN )</b>	<b>TC99-091</b>
<b>SOUTH DAKOTA )</b>	

On September 7, 1999, 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 Trans National Communications International, Inc. (Trans National).

Trans National is a reseller which intends to offer 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, and travel card service. A proposed tariff was filed by Trans National. The Commission has classified long distance service as fully competitive.

On September 9, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of September 24, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its February 2, 2000, meeting, the Commission considered Trans National's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Trans National 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 SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that Trans National has met the legal requirements established for the granting of a certificate of authority. Trans National 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 Trans National's application for a certificate of authority, subject to the condition that Trans National not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. Commissioner Nelson dissented. As the Commission's final decision in this matter, it is therefore

**ORDERED**, that Trans National's application for a certificate of authority is hereby granted, subject to the condition that Trans National not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 11<sup>th</sup> day of February, 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 first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Melaine Kalbs

Date: 2/14/00

(OFFICIAL SEAL)

**BY ORDER OF THE COMMISSION:**

James A. Burg  
JAMES A. BURG, Chairman

PAM NELSON, Commissioner, dissenting

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner

# **SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

---

## **CERTIFICATE OF AUTHORITY**

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

**Authority was Granted February 2, 2000  
Docket No. TC99-091**

*This is to certify that*

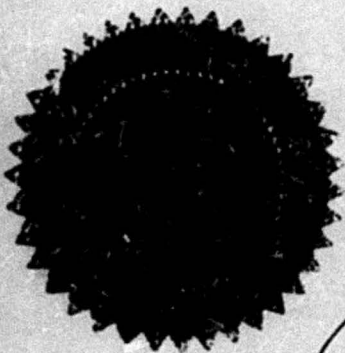
**TRANS NATIONAL COMMUNICATIONS INTERNATIONAL, INC.**

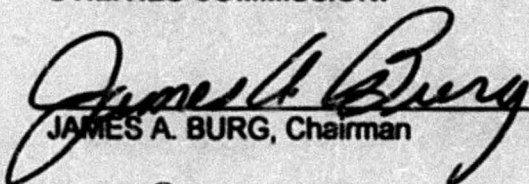
*is authorized to provide telecommunications services in South Dakota.*

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.

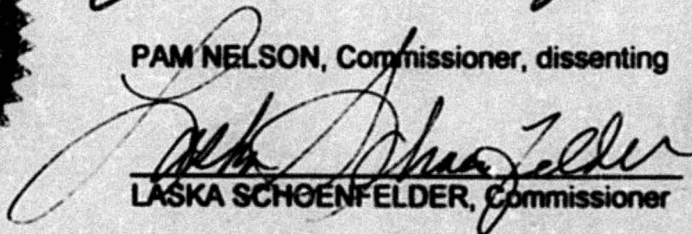
Dated at Pierre, South Dakota, this 11<sup>th</sup> day of February, 2000.

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:**



  
JAMES A. BURG, Chairman

PAM NELSON, Commissioner, dissenting

  
LASKA SCHOENFELDER, Commissioner