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TC97-198

IN THE MATTER OF THE
APPLICATION OF TELEHUB
NETWORK SERVICES CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO PROVIDE TELECOMMUNICATIONS
SERVICES IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
12/22/97	Filed and Rejected,
12/23/97	TC Fed Filing,
2/25/98	Indemnity Bond,
3/18/98	Opic. Meeting COA,
3/18/98	Packet Closed

RECEIVED

TC97-198

DEC 22 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION
In-State Pkwy.
Gurnee, IL 60031
(847) 782-1000
FAX (847) 623-1717
<http://www.telehub.com>



TeleHub Network Services Corporation

December 19, 1997

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

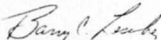
Re: Application Of TeleHub Network Services Corporation For A Certificate of Authority To Provide Telecommunications Services in South Dakota.

Dear Mr. Bullard:

The above referenced Applicant hereby submits the enclosed Application for a Certificate of Authority to provide telecommunications services in South Dakota. An original and ten (10) copies are included for filing. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the envelope provided. Also enclosed is a check for \$250 to cover the filing fee.

Please direct any questions regarding this Application to Todd Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701. Your assistance in this matter is greatly appreciated.

Sincerely,


Barry C. Lescher
Senior Vice President

TC97-198

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DEC 2 1997

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF
TELEHUB NETWORK SERVICES CORPORATION
FOR A CERTIFICATE OF AUTHORITY TO
PROVIDE TELECOMMUNICATIONS SERVICES
IN THE STATE OF SOUTH DAKOTA PURSUANT
TO COMMISSION RULE 20:10:24:02.

Docket No. _____

APPLICATION

COMES NOW TeleHub Network Services Corporation (hereinafter "Applicant" or "TeleHub") and submits its Application seeking a certificate of authority to provide telecommunications services within the State of South Dakota. Applicant seeks statewide authority to offer inbound, outbound, conference, directory assistance, calling card, prepaid calling card, and private line services to presubscribed business customers and residential customers in the State of South Dakota. Applicant does not and will not offer alternative operator services (AOS). Applicant plans to resell the operator services of the underlying carrier. All services are only available to presubscribed customers. The Applicant will not provide service to the transient market.

In furtherance thereof, Applicant respectfully submits the following as required by Telecommunications Services Rules 20:10:24:02.

- (1) The name, address, and telephone number of the applicant:

TeleHub Network Services Corporation
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031
(847) 599-1000

(2) The name under which the applicant will provide these services if different than in subdivision (1) of it is section: Applicant will provide service in South Dakota under the name TeleHub Network Services Corporation.

- (3) If the applicant is a corporation:

- (a) The state in which it is incorporated, the date of incorporation, and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority to transact business in South Dakota from the Secretary of State: TeleHub was incorporated in the State of Illinois on January 18, 1996. A copy of the Applicant's certificate of authority is attached at Exhibit A.
- (b) The location of its principal office, if any, in this state and the name and address of its current registered agent: TeleHub does not maintain an office in South Dakota. The Applicant's registered agent in south Dakota is National Registered Agents, Inc., 310 South First Street, Sioux Falls, South Dakota 57102.

(c) The names and addresses of any corporation, association, partnership, cooperative, or individual holding a twenty (20) percent or greater ownership management interest in the application corporation and the amount and character the ownership of management interest: See Exhibit B.

(d) The names and addresses of subsidiaries owned or controlled by the applicant:
The Applicant does not own or control subsidiaries.

(4) If the applicant is a partnership, the name, title, and business address of each partner, both general and limited: N/A Applicant is a corporation.

(5) A specific description of the telecommunications services the applicant intends to offer:
The Applicant will offer outbound and inbound telecommunications services, directory assistance service, calling card service, prepaid calling card services, conference services, and operator toll assistance services. A detailed service description is provided in the proposed tariff attached at Exhibit I.

(6) A detailed statement of the means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity, and the expected use of the equipment: TeleHub is a reseller of telecommunication services provided

by WiTel. Customers may use switched or dedicated access. Switched access is provided by the LEC. The customer may purchase dedicated access from the LEC or any other certified access provider. Representative access diagrams are shown at Exhibit D.

(7) The geographic areas in which the services will be offered, including a map describing the service area: Service will be offered throughout the State of South Dakota. See Exhibit E.

(8) Current financial statements; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of the applicant's tariff with the terms and conditions of service:

- * Current balance sheet is attached at Exhibit F.
- * Current income statement is attached at Exhibit G.
- * Applicant's annual report and report to stockholders are shown as Exhibit H.
- * The Applicant's proposed tariff is attached at Exhibit I.

(9) The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters and a description of how the applicant handles customer billings and customer service matters: Questions regarding this Application should be directed to Todd H. Lowe, President, Visiology, Inc., 16061 Carmel Bay Drive,

Northport, Alabama 35475, who can be reached at (205) 330-1701. Questions regarding the ongoing operations of the Company (complaints and regulatory matters) should be directed to Barry C. Lescher, Senior Vice President, 1375 Tri-State Parkway, Suite 250, Gurnee, Illinois 60031. A description of how the Applicant handles customer billings and complaints may be found in the Tariff at Exhibit I sections 2.8 and 2.9.

(10) A list of the states in which the applicant is registered or certified to do business and if the applicant has ever been denied registration or certification in any state and the reason for the denial. The Applicant is registered or certified to do business in the state of Alabama, Arkansas, California, Colorado, Florida, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Missouri, Montana, Nebraska, Nevada, New Jersey, New York, Ohio, Oregon, Rhode Island, South Carolina, Nevada, Texas, Utah, Virginia, Washington, and Wisconsin. The Applicant has not been denied registration or certification in any state.

Applicant furnishes the following additional information in support of this Application.

(11) The Applicant possesses the necessary managerial capability to provide the proposed service. Mr. Donald H. Sledge is Vice Chairman, President and Chief Executive Officer of TeleHub. Mr. Sledge has over thirty years experience in line and staff management in the telecommunications industry, the last thirteen years at the President and Chief Executive Officer level. His broad background encompasses business development in both the domestic and

international markets including planning, sales, marketing, finance, international telecommunications, and operations. Recent executive experience includes positions as President and Chief Operating Officer of West Coast Telecommunications (a \$160 million long distance company purchased by Frontier), Head of Operations for New T&T, a Hong Kong based start-up, Chairman and CEO of Telecom New Zealand, Managing Director of TCNZ's largest local telephone carrier (over 500,000 lines), and founding President of Pacific Telesis International. Mr. Sledge is currently Chairman of the Board of United Digital Network, a small interexchange carrier operating primarily in Texas, Oklahoma, Arizona, and California. He is a member of the Board of Advisors of Calnex and DataProse. He also serves as advisor and Board member to several small technology based start-up companies. Mr. Sledge holds a Bachelor of Arts Degree in Industrial Management, and an MBA from Texas Technological University.

Mr. Michael G. McLaughlin is Executive Vice President and Chief Operating Officer of TeleHub. Mr. McLaughlin is responsible for the overall development and deployment of TeleHub's services and technological designs. He was previously with ROLM Corporation ("ROLM") where he was a communications engineer responsible for the design, development, and implementation of communications networks for ROLM's largest accounts, including The Sears Network, General Electric, IBM, and Baxter Laboratories. After ROLM was acquired by IBM, Mr. McLaughlin participated in the development of national account network strategies. In 1991, he formed The McLaughlin Group, Inc. (now known as "T.M.G.I. Inc.") which provided consulting services involving cost reduction and analysis, network configuration

strategies, and negotiation of communication carrier contracts to large corporate clients. In that capacity, he was involved in the design and implementation of a large communications network for a company involved in the long distance communications resale business.

Mr. Richard M. Harmon is Chief Financial Officer and Corporate Secretary. Mr. Harmon has over twenty years experience in finance and business administration and extensive experience with entrepreneurial growth companies. Mr. Harmon is the Chief Financial Officer of Education Finance Corporation d/b/a BrainPower Capital, a company he founded in 1992 to provide student loans to vocational trade students. Between 1990 and 1992, Mr. Harmon served as President of Clean Air Transit and directed their national market development strategy and sales of electric powered transit busses. In 1985, Mr. Harmon founded Network Media Corporation, a cable network advertising sales group, and as its Chief Executive Officer, directed its innovative technology for local advertising on cable systems. Between 1980 and 1985, Mr. Harmon was with Network Development Corporation, a personal consulting and investment company emphasizing telecommunications and cable television, where he developed and managed the growth of a large independent cellular distributor network. Prior to 1980, Mr. Harmon served as Chief Financial Officer, and briefly as Chief Operating Officer, for Franklin Supply. Mr. Harmon worked in the equity private placement division of Allstate Insurance Company, where he was involved in capital analysis and investment in early stage companies, principally high-tech turn-around situations and leveraged equity transactions. Mr. Harmon received a BBA and an MBA from the University of Texas.

Mr. Barry C. Lescher is Senior Vice President of TeleHub. Mr. Lescher is responsible for the implementation and design of TeleHub's network. He has over twenty years of experience in the telecommunications industry. He received his initial training in dial central office repair and secure voice communications repair in the US Army Signal Corp. He has also worked in a family-owned business in the installation and operation of communication systems. As a dedicated field technician with ROLM, Mr. Lescher was responsible for a five-node corporate switching network. Until May 1994, Mr. Lescher continued in similar duties with Siemens Corporation. Mr. Lescher has most recently been involved with the development of a private switching network for a long distance reseller. He is a graduate of Western Illinois University with a Bachelor of Science in Business. Mr. Lescher is currently a member of the Illinois National Guard where he holds the rank of major and functions as brigade signal officer for his unit.

Mr. Gregory A. Nischke is Vice President-Operations of TeleHub. Mr. Nischke is responsible for the overall management of TeleHub's day-to-day network operations. He brings with him over thirty years of experience in the telecommunications industry and has acquired a broad background in switching systems installation and maintenance, systems design and engineering, major project management, and quality control. Early in his career, he was with Central Telephone Company of Illinois ("Centel") where he installed and maintained many types of key and PBX systems. He also served as Quality Assurance Manager and as Project Manager for all national account installations. Over twenty years ago, Mr. Nischke left Centel and joined

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a local consulting firm where he was a consultant and Director of Engineering Services providing technical support to staff consultants and managing manufacturer/vendor interfaces. In 1987, he founded T-COMM Corporation where he was involved in projects such as systems and networking evaluations for Universal Hotels and cabling installation project management for over seven thousand locations at Sears. Mr. Nischke is factory trained on many manufacturers' PBX systems, including ROLM and Northern Telecom. In 1991, he founded TelSystems, Inc. where he was involved in network design and systems applications. Clients included Wm. Wrigley Jr. Company, Hilton, Dade International, and the American Veterinary Medical Association.

Mr. V. Bill Thompson is Vice President-Strategic Planning and Business Development for TeleHub. Mr. Thompson is involved in the strategic planning and business development associated with the overall network and related service offerings. He has over thirty-two years of senior line and staff management. He has also worked as a consultant to the telecommunications industry. While with Pacific Bell, he acquired a broad background in telephone engineering, switching systems design and administration, voice/data network management and administration, strategic planning management information systems, systems management, telephone and computer systems maintenance, and operations management. In 1990, he formed V.B. Thompson & Associates, a telecommunications consulting firm specializing in minimizing telecommunications costs, business process analysis, equipment and services procurement, and toll trend prevention. He consulted internationally for Telecom New

Zealand, second tier US carriers, and general business. He holds a Bachelor of Science Degree in Management Science from California State University, Los Angeles and completed graduate work at Iowa State University in Industrial Engineering specializing in Engineering Economics. He is currently a member of the Association For Services Management International.

Mr. Timothy C. Chandler is Vice President-Information Systems for TeleHub. Mr. Chandler is responsible for the detailed design, development, and maintenance of the Virtual Service Management System ("VSMS") system. He has almost thirty years of management and consulting experience in the telecommunications industry with twenty years in information systems management, software development, and maintenance. While with Pacific Bell, he acquired a broad background in switching systems management and maintenance, operational support systems management, operational planning, and major systems development. He managed the development of the first automated ISDN provisioning system for Pacific Bell and was later engaged as an independent consultant to Bellcore on the provisioning impacts of national ISDN standards. Since 1991, he has built a software development company that has delivered three large Windows-based client/server development projects for two regional Bell Operating Companies. His recent development management experience ranges from Windows NT to high-end Unix server platforms, C/C++ to GUI development environments, Local Area Network ("LAN")/Wide Area Network ("WAN") networks, business process re-engineering to data modeling design, Oracle and MS SQL Server Relational to network-based database management systems. He holds a Bachelor of Arts Degree in Sociology with a minor in

Electrical Engineering from California State University Long Beach and an MBA from Pepperdine University.

Mr. William M. Sund is Vice President - Engineering of TeleHub. Mr. Sund is responsible for the engineering of the TeleHub network integration with VSMS. He brings with him over twenty years experience in the telecommunications industry. His background includes electronic central office equipment manufacturing at Western Electric, sales, network design, installation, and maintenance for a small interconnect company; and the bulk of his career at ROLM. While at ROLM, he acquired a broad background in large system voice and data network engineering, design, implementation; installation, and maintenance including development support plans for the 9006 and Phonemail facilities; - ranging from analog to digital and fiber, and high level technical support. He was involved with the Callpath, Phonemail, 9751, and 9006 product lines where he was involved in field trials and product roll-outs.

Mr. Anthony Zaide is Vice President - ATM Engineering, Research and Development of TeleHub. Mr. Zaide is responsible for Asynchronous Transfer Mode ("ATM") engineering research, and development with a specific focus on ATM integration and AEGS development. He was previously at WorldCom, the forth largest facilities-based interexchange carrier, where he was a Senior Broadband Engineer. While there, he acquired a broad and specific background in the most technologically-advanced transmission facilities and transport techniques. He was responsible for the traffic engineering, the expansion of the first public frame relay network, as

well as fiber buildouts and integration of WilTel's frame relay and ATM networks. He was responsible for designing customer's WAN connectivity over WilTel's fiber optic network, involving such technologies as Frame Relay, ATM, private line, or switched networks. In addition to various optimization models to address access cost (local loop and IXC backhaul), he was involved in network performance modeling and analysis. Recently, he was involved in ATM and Internet services where he provided technical consulting for the field Systems Engineers and corporate users related to ATM WAN network design and compliance with ATM forum standards. A major part of the effort included designing the connectivity of various ISPs (Internet Service Providers) and NSPs to the Network Access Points, along with project management. He created the ATM lab environment with various ATM switches to develop benchmarks for performance testing and protocol analysis for applications over ATM such as video conferencing, voice, and LAN emulation. In August 1995, he was responsible for the implementation of an ATM WAN network for the Institute of Electrical and Electronic Engineers' Fourth International Symposium on High Performance Distributed Computing. Tony holds a Bachelor of Science Degree in Electrical Engineering from Kansas University and an in Master of Science Degree in Electrical Engineering from Oklahoma State University.

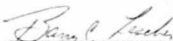
(12) The Applicant posess the necessary technical capability to provide the proposed service. In South Dakota, TeleHub plans to use the transmission and switching facilities of WilTel. Therefore, the technical ability of WilTel to provide service is more germane than the technical ability of TeleHub. That ability has already been demonstrated by WilTel's prior operations in this state.

(13) That the public interest will be served by the granting of this Application. TeleHub submits that the grant of this Application would serve the public convenience and necessity. Grant of TeleHub's Application would increase competition in the long distance telecommunication market in South Dakota, present greater price and service options for telephone users, and promote technological innovation. In addition, by lowering the costs of telecommunications, small and medium sized businesses are able to maintain their all important communications costs at levels that are closer to those available to larger users. All of this TeleHub believes, improves the competitive environment not only in telecommunications but also generally. It will allow South Dakota companies to compete on a more equal basis with their outstate competitors who may already be benefiting from lower telecommunications costs.

WHEREFORE, Applicant prays that the Commission issue to TeleHub Network Services Corporation authority to transact the business of a reseller of interexchange telecommunications service in the State of South Dakota as set forth above.

Dated at Gurnee, Illinois this 17th day of December, 1997.

TeleHub Network Services Corporation



Barry C. Lescher
Senior Vice President

EXHIBITS

	Exhibit
South Dakota Certificate of Authority	A
20 Percent Ownership Management Interest	B
Management Agreements	C
Access Diagrams	D
Service Area	E
Current Balance Sheet	F
Current Income Statement	G
Annual Report and Report to Stockholders	H
Tariff	I

EXHIBIT A

SOUTH DAKOTA CERTIFICATE OF AUTHORITY

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

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 TELEHUB NETWORK SERVICES CORPORATION (IL) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state under the name of TELEHUB NETWORK SERVICES CORPORATION.



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 December 8, 1997.

A handwritten signature in cursive script that reads "Joyce Hazeltine".

JOYCE HAZELTINE
Secretary of State

EXHIBIT B

20 PERCENT OWNERSHIP MANAGEMENT INTEREST

All shares of TeleHub Network Services Corporation are held by TeleHub Communications Corporation, a Nevada Corporation. The shareholders of TeleHub Communications Corporation owning 10% or more of the stock are as follows:

<u>Shareholder</u>	<u>Address</u>	<u>% of Shares</u>
Hartford Holdings, Ltd.	Box 143, Cayman Islands, British West Indies	34.75
Roseville Computer Projects, Ltd.	P. O. Box 566 Charlestown, Nevis, West Indies	31.19
Sledge Family Trust	27 Cherry Hill Court Alamo, CA 94507	11.08

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**



OFFICE OF THE SECRETARY OF STATE

SPRINGFIELD, ILLINOIS 62766

GEORGE H. RYAN
SECRETARY OF STATE

JANUARY 18, 1996

5867-845-7

MICHAEL G MCLAUGHLIN
2501 W ASPEN DR
MCHENRY, ILLINOIS 60050-0000

RE TELEHUB COMMUNICATIONS CORP.

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

THESE DOCUMENTS MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY IN WHICH THE REGISTERED OFFICE OF THE CORPORATION IS LOCATED, AS PROVIDED BY SECTION 1.10 OF THE BUSINESS CORPORATION ACT OF THIS STATE. FOR FURTHER INFORMATION CONTACT YOUR RECORDER OF DEEDS OFFICE.

THE CORPORATION MUST FILE AN ANNUAL REPORT AND PAY FRANCHISE TAXES PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF INCORPORATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

SECURITIES CANNOT BE ISSUED OR SOLD EXCEPT IN COMPLIANCE WITH THE ILLINOIS SECURITIES LAW OF 1953, 815 ILLINOIS COMPILED STATUTES, 3/1 ET SEQ. FOR FURTHER INFORMATION CONTACT THE OFFICE OF THE SECRETARY OF STATE, SECURITIES DEPARTMENT AT (217) 782-2256 OR (312) 793-3384.

SINCERELY YOURS,

GEORGE H. RYAN
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-4961

File Number 5867-845-7

State of Illinois
Office of
The Secretary of State

Whereas,

ARTICLES OF INCORPORATION OF
TELEPHUS COMMUNICATIONS CORP.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be
affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 10TH
day of JANUARY A.D. 19 96 and of
the Independence of the United States the two
hundred and 20TH .



George H. Ryan

Secretary of State

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

Form BCA-210 ARTICLES OF INCORPORATION	
(Rev. Jan. 1995)	This space for use by Secretary of State
George H. Ryan Secretary of State Department of Business Services Springfield, IL 62738	FILED JAN 18 1996 GEORGE H. RYAN SECRETARY OF STATE
Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."	QUICK MULTIPLE FILE This space for use by Secretary of State Date <u>1-18-96</u> Franchise Tax \$ <u>25.00</u> Filing Fee \$ <u>75.00</u> Approved <u>\$ 100.00</u>

1. CORPORATE NAME: TeleHub Communications Corp.

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent: MICHAEL G. McLAVERIN

First Name	Middle Initial	Last Name
<u>2501 W. ASPEN DR.</u>		

Initial Registered Office: McHENRY IL 60050 McHENRY

Number	Street	Suite #
<u>McHENRY</u>	<u>60050</u>	<u>McHENRY</u>
City	Zip Code	County

3. Purpose or purposes for which the corporation is organized:
(If not sufficient space to cover this point, add one or more sheets of this size.)

THE CORPORATION IS AUTHORIZED TO CONDUCT ANY LAWFUL BUSINESS
AUTHORIZED BY THE ILLINOIS BUSINESS ACT, INCLUDING OPERATING AS
A COMMUNICATIONS CARRIER.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>Common \$.001</u>		<u>1,000,000</u>	<u>1,000</u>	<u>\$ 1,000.00</u>
TOTAL = \$ <u>1,000.00</u>				

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

NONE

(over)

5. OPTIONAL: (a) Number of directors constituting the initial board of directors or the corporation: 3
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Residential Address	City, State, ZIP
MICHAEL C. McLANE	2501 W. ASPEN DR. - MCHAM IL 60050	
JOHN C. MAKULA	648A N. MONTGOMERY HUNT - SUITE 240 - PRAIRIE RIDGE IL 60067	
DANIEL C. LESCHKE	8914 ALABAMA DR. - SPAIN GROVE, IL. 60081	

6. OPTIONAL: (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ N/A
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. OPTIONAL: OTHER PROVISIONS

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc. ~~SPRINGFIELD~~

8. NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated January 5, 19 96

1. Signature [Signature]
 MICHAEL C. McLANE
 (Type or Print Name)
 2. Signature [Signature]
 JOHN C. MAKULA
 (Type or Print Name)
 3. Signature [Signature]
 DANIEL C. LESCHKE
 (Type or Print Name)

Address
 1. Street 2501 W. ASPEN DR.
 City/Town MCHAM, IL. State IL. Zip Code 60050
 2. Street 648A N. MONTGOMERY HUNT - SUITE 240
 City/Town PRAIRIE RIDGE, IL. State IL. Zip Code 60067
 3. Street 8914 ALABAMA DR.
 City/Town SPAIN GROVE, IL. State IL. Zip Code 60081

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The minimum total due (franchise tax - filing fee) is \$100.
 (Applies when the Consideration to be Received as set forth in item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
 Illinois Secretary of State Springfield, IL 62756
 Department of Business Services Telephone (217) 782-9522 or 782-9523

BY-LAWS

OF

TeleHub Communications Corp.

ARTICLE I

OFFICES

The corporation shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office, and may have other offices within or without the state.

ARTICLE II

SHAREHOLDERS

SECTION 1. ANNUAL MEETING. An annual meeting of the shareholders shall be held on the 2nd Tuesday in May of each year or at such time as the Board of Directors may designate for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called either by the President, by the Board of Directors or by the holders of not less than three-fifths of all the outstanding shares of the corporation entitled to vote, for the purposes stated in the call of the meeting.

SECTION 3. PLACE OF MEETING. The Board of Directors may designate any place as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be at the Holiday Inn in Mundelein, Illinois 60060 at 510 E. Route 83 (at Route 60).

By-LAWS of
TeleHub Communications Corp.

SECTION 4. NOTICE OF MEETINGS. Written notice stating the place, date, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets, not less than 20 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder or record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his or her address as it appears on the records of the corporation, with postage thereon prepaid. In addition, any such notice must be sent by means of certified mail. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 5. FIXING OF RECORD DATE. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 60 days and for a meeting of shareholders, not less than 10 days, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets, not less than 20 days before the date of such meeting. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. A determination of shareholders shall apply to any adjournment of the meeting.

SECTION 6. VOTING LISTS. The officer or agent having charge of the transfer book for shares of the corporation shall make, within 20 days after the record date for a meeting of shareholders or 10 days before such meeting, whichever is earlier, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, with the address of

By-LAWS of
TeleHub Communications Corp.

and the number of shares held by each, which list, for a period of 10 days prior to such meeting shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder, and to copying at the shareholder's expense, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in this State, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

SECTION 7. QUORUM. The holders of a majority of the outstanding shares of the corporation entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of shareholders, but in no event shall a quorum consist of less than one-third of the outstanding shares entitled so to vote; provided that if less than a majority of the shares so represented may adjourn the meeting, a majority of the shares so represented may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the Business Corporation Act, the Articles of Incorporation or these By-Laws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of shareholders from any meeting prior to adjournment shall not cause failure of a duly constituted quorum at that meeting.

SECTION 8. PROXIES. Each shareholder may appoint a proxy to vote or otherwise act for him or her by signing an appointment form and delivering it to the person so appointed, but no such proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

SECTION 9. VOTING OF SHARES. Each outstanding share, regardless of class, shall be entitled to one vote in each matter submitted to vote at a meeting of shareholders, and in all elections for directors, every shareholder shall have the right to vote the number of shares owned by such shareholder for as many persons as there are directors multiplied by the number of such shares or to distribute such cumulative votes in any

By-LAWS of
TeleHub Communications Corp.

proportion among any number of candidates. Each shareholder may vote either in person or by proxy as provided in Section 8 hereof.

SECTION 10. VOTING OF SHARES BY CERTAIN HOLDERS.

Shares held by the corporation in a fiduciary capacity may be voted and shall be counted in determining the number of outstanding shares entitled to vote at any given time.

Shares registered in the name of another corporation, domestic or foreign, may be voted by any officer, agent, proxy or other legal representation authorized in vote such shares under the law of incorporation of such corporation.

Shares registered in the name of a deceased person, a minor ward or a person under legal disability, may be voted by his or her administrator, executor or court-appointed guardian, either in person or by proxy without a transfer of such shares into the name of such administrator, executor or court-appointed guardian. Shares registered in the name of a trustee may be voted by him or her, either in person or by proxy.

Shares registered in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Any number of shareholders may create a voting trust for the purpose of conferring a trustee or trustees the right to vote or otherwise represent their shares, for a period not to exceed 10 years, by entering into a written voting trust agreement specifying the terms and conditions of the voting trust, and by transferring their shares to such trustee or trustees for the purpose of the agreement. Any such trust agreement shall not become effective until a counterpart of the agreement is deposited with the corporation's Secretary and shall be subject to the same right of examination by a shareholder of the corporation, in person or by agent or

By-LAWS of
TeleHub Communications Corp.

attorney, as are the books and records of the corporation, and shall be subject to examination by any holder of a beneficial interest in the voting trust, either in person or by agent or attorney, at any reasonable time for any proper purpose.

Shares of its own stock belonging to this corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time, but shares of its own stock held by it in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares at any given time.

SECTION 11. CUMULATIVE VOTING. In all elections for directors, every shareholder shall have the right to vote in person or by proxy, the number of shares owned by him/her, for as many persons as there are directors to be elected, or to cumulate such votes, and give one candidate as many votes as the number of directors multiplied by the number of his/her shares shall equal, or to distribute them on the same principle among as many candidates as he/she shall choose.

The Articles of Incorporation may be amended to limit or eliminate cumulative voting rights in all or specified circumstances, or to limit or deny voting rights or to provide special voting rights as to any class or classes or series of shares of the corporation.

SECTION 12. INSPECTORS. At any meeting of shareholders, the presiding officer may, or upon the request of any shareholder, shall appoint one or more persons as inspectors for such meeting.

Such inspectors shall ascertain and report the number of shares represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the shareholders.

Each report of an inspector shall be in writing and signed by him or her or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or

By-LAWS of
TeleHub Communications Corp.

inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

SECTION 13. INFORMAL ACTION BY SHAREHOLDERS. Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting and without a vote, if a consent in writing, setting forth the action so taken shall be signed (a) if 5 days prior notice of the proposed action is given in writing to all of the shareholders entitled to vote with respect to the subject matter hereof, by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voting or (b) by all of the shareholders entitled to vote with respect to the subject matter thereof.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given in writing to those shareholders who have not consented in writing. In the event that the action which is consented to is such as would have required the filing of a certificate under any section of the Business Corporation Act if such action had been voted on by the shareholders at a meeting thereof, the certificate filed under such section concerning any vote of shareholders shall suffice if written consent has been given in accordance with the provisions of Section 7.10 of the Business Corporation Act and that written notice has been given as provided in such Section 7.10.

SECTION 14. VOTING BY BALLOT. Voting on any question or in any election may be by voice unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The business of the corporation shall be managed by or under the direction of its Board of Directors. A majority of the Board of Directors may establish reasonable compensation

By-LAWS of
TeleHub Communications Corp.

for their services and the services of other officers, irrespective of any personal interest.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors of the corporation shall be seven. Each director shall hold office until the next annual meeting of shareholders; or until his successor shall have been elected and qualified. Directors need not be residents of Illinois or shareholders of the corporation. The number of directors may be increased or decreased from time to time by amendment of this section. No decrease shall have the effect of shortening the term of any incumbent director.

SECTION 3. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for holding of additional regular meetings without other notice than such resolution provided the location of such meeting shall be within the state of Illinois.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any one director. The person or persons authorized to call special meetings of the Board of Directors may fix any place within the state of Illinois as the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. NOTICE. Notice of any special meeting shall be given at least ten days previous thereto by written notice to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

By-LAWS of
TeleHub Communications Corp.

SECTION 6. QUORUM. A majority of the number of directors fixed by these By-Laws shall constitute a quorum for transaction of business at any meeting of the Board of Directors, provided that if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

SECTION 7. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these By-Laws, or the Articles of Incorporation.

SECTION 8. VACANCIES. Any vacancy on the Board of Directors may be filled by election at the next annual or special meeting of shareholders. A majority of the Board of Directors may fill any vacancy prior to such annual or special meeting of shareholders.

SECTION 9. RESIGNATION AND REMOVAL OF DIRECTORS. A director may resign at any time upon written notice to the Board of Directors. A director may be removed with or without cause, by a majority of shareholders if the notice of the meeting names the director or directors to be removed at said meeting.

SECTION 10. INFORMAL ACTION BY DIRECTORS. The authority of the Board of Directors may be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all of the directors entitled to vote.

SECTION 11. COMPENSATION. The Board of Directors, by the affirmative vote of a majority of directors then in office, and irrespective of any personal interest of any of its members, shall have the authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise notwithstanding any director conflict of interest. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board. No such payment previously mentioned in this section shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

By-LAWS of
TeleHub Communications Corp.

SECTION 12. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the Secretary of the corporation within five business days after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 13. COMMITTEES. A majority of the Board of Directors may create one or more committees of one or more members to exercise appropriate authority of the Board of Directors. A majority of such committee shall constitute a quorum for transaction of business. A committee may transact business by unanimous written consent without a meeting.

ARTICLE IV

OFFICERS

SECTION 1. NUMBER. The officers of the corporation shall be a President, one or more Vice-presidents, a Treasurer, a Secretary, and such other officers as may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

By-LAWS of
TeleHub Communications Corp.

SECTION 3. REMOVAL. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the corporation. Subject to the direction and control of the Board of Directors, he/she shall be in charge of the business of the corporation; he shall see that the resolutions and directions of the Board of Directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the Board of Directors; and in general, he/she shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. He shall preside at all meetings of the shareholders and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he may execute for the corporation certificates for its shares, and any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the Secretary, any Assistant Secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the Board of Directors.

SECTION 5. THE VICE-PRESIDENTS The Vice-president(s) shall assist the President in the discharge of his/her duties as the President may direct and shall perform such other duties from time to time as may be assigned to him/her by the President or by the Board of Directors. In the absence of the President or in the event of his/her inability or refusal to act, the Vice-president (in the order designated by the Board of Directors or President if there are more than one, or, in the absence of a designation, in the order of tenure or seniority as Vice-president) shall have the powers of and be subject to all the restrictions upon the President. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of

By-LAWS of
TeleHub Communications Corp.

execution is expressly prescribed by the Board of Directors or these By-Laws, the Vice-president may execute for the corporation certificates for its shares and any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and he/she may accomplish such execution either individually or with the Secretary, any Assistant Secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument.

SECTION 6. THE TREASURER. The Treasurer shall be the chief accounting and financial officer of the corporation. He shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. THE SECRETARY. The Secretary shall: (a) record the minutes of the shareholders' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by the shareholder; (e) sign with the President, or a Vice-president, or any other officer thereunto authorized by the Board of Directors, certificates for shares of the corporations, the issue of which shall have been authorized by the Board of Directors, and any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws; (f) have general charge of the stock transfer books of the corporation; (g) have authority to certify the By-Laws, resolutions of the shareholders and Board of Directors and committees thereof, and other documents of the corporation as true and correct copies thereof, and (h) perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

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By-LAWS of
TeleHub Communications Corp.

SECTION 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The Assistant Treasurers and Assistant Secretaries shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or Board of Directors. The Assistant Secretaries may sign with the President, or a Vice-President, or any other officer thereunto authorized by the Board of Directors, certificates for shares of the corporation, the issue of which the Board of Directors has authorized to be executed, and any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws.

SECTION 9. SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he/she is also a director of the corporation.

By-LAWS of
TeleHub Communications Corp.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness if issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such a manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Treasurer may select.

ARTICLE VI

SHARES AND THEIR TRANSFER

SECTION 1. SHARES REPRESENTED BY CERTIFICATES AND UNCERTIFICATED SHARES. Shares either shall be represented by certificates or shall be uncertificated shares.

Certificates representing shares of the corporation shall be signed by the appropriate officers and may be sealed with the seal or a facsimile of the seal of the corporation. If a certificate is countersigned by a transfer agent or registrar, other than the corporation or its employees, any other signatures may be facsimile. Each certificate representing shares shall be consecutively numbered or otherwise identified, and shall also state the name of the person to whom issued, the number and class of shares (with

By-LAWS of
TeleHub Communications Corp.

designation of series, if any), the date of issue, and that the corporation is organized under Illinois law. If the corporation is authorized to issue shares of more than one class or of series within a class, the certificate shall also contain such information or statement as may be required by law.

Unless prohibited by the Articles of Incorporation, the Board of Directors may provide by resolution that some or all or any class or series of shares shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until the certificate has been surrendered to the corporation. Within a reasonable time after the issuance or transfer of uncertificated shares, the corporation shall send the registered owner thereof a written notice of all information that would appear on a certificate. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares shall be identical to those of the holders of certificates representing shares of the same class and series.

The name and address of each shareholder, the number and class (and series, if applicable) of shares held and the date on which the shares were issued shall be entered on the books of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation.

SECTION 2. LOST CERTIFICATES. If a certificate representing shares has allegedly been lost or destroyed, the Board of Directors may in its discretion, except as may be required by law, direct that a new certificate be issued upon such indemnification and other reasonable requirements as it may impose.

SECTION 3. TRANSFERS OF SHARES. Transfers of shares of the corporation shall be recorded on the books of the corporation. Transfers of shares represented by a certificate, except in the case of a lost or destroyed certificate, shall be made on surrender for cancellation of the certificate for such shares. A certificate presented for transfer must be duly endorsed and accompanied by proper guaranty of signature and other appropriate assurances that the endorsement is effective. Transfer of an uncertificated share shall be made on receipt by the corporation or an instruction from the registered owner or other appropriate person. The instruction shall be in writing or a communication in such form as may be

By-LAWS of
TeleHub Communications Corp.

agreed upon in writing by the corporation and confirmed by the corporation in writing following the procedures for documentation of uncertificated shares provided in Section 1 above.

The corporation reserves a right of first refusal as to any transfer of shares of the corporation. A shareholder who desires to transfer his shares in the corporation must first provide a written notice to the directors of the corporation and allow a reasonable amount of time for the corporation to exercise its right to purchase said shares.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

DISTRIBUTIONS

The Board of Directors may authorize, and the corporation may make, distributions to its shareholders, subject to any restrictions in its Articles of Incorporation or provided by law.

ARTICLE IX

SEAL

The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced, provided that the affixing of the corporate seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of the corporate seal is not mandatory.

ARTICLE X

By-LAWS of
TeleHub Communications Corp.

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the Business Corporation Act of the State of Illinois, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to giving such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because the proper notice was not given.

ARTICLE XI

INDEMNIFICATION OF OFFICERS,
DIRECTORS, EMPLOYEES AND AGENTS

SECTION 1. The corporation shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a Director, Officer, employee or agent of the corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his action or conduct was unlawful. The termination of any action, suit or proceeding by judgment or settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

SECTION 2. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a

By-LAWS of
TeleHub Communications Corp.

director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

SECTION 3. To the extent that a director, officer, employee or agent of a corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses actually and reasonably incurred by such person in connection therewith. If there is no controversy over the requirement of the corporation to provide indemnification to the director, officer, employee or agent, the corporation shall pay directly, rather than reimburse, such costs reasonably incurred in defense of such action.

SECTION 4. Any indemnification under Sections 1 and 2 shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the shareholders.

SECTION 5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of

By-LAWS of
TeleHub Communications Corp.

Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in this article.

SECTION 6. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement vote of shareholders or disinterested directors or otherwise, both as to action in his or her 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, administrator or successors of such a person.

SECTION 7. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of these sections.

SECTION 8. If the corporation has paid indemnity or had advanced expenses to a director, officer, employee or agent, the corporation shall report the indemnification or advance writing to the shareholders with or before the notice of the next shareholders' meeting.

SECTION 9. References to "the corporation" shall include, in addition to surviving corporation, any merging corporation, including any corporation having merged with a merging corporation absorbed in a merger which otherwise would have lawfully been entitled to indemnify its directors, officers, and employees or agents.

ARTICLE XII

AMENDMENTS

By-LAWS of
TeleHub Communications Corp.

Unless the power to make, alter, amend or repeal the By-Laws are reserved to the shareholders by the Articles of Incorporation, the By-Laws of the corporation may be made, altered, amended or repealed by the shareholders or the Board of Directors, but no By-Law adopted by the shareholders may be altered, amended, or repealed by the Board of Directors if the By-Laws so provide. The By-Laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with the law of the Articles of Incorporation. A change in or amendment to the By-Laws as well as an action to dissolve the corporation requires a simple majority vote by the shareholders.

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EXHIBIT C
MANAGEMENT AGREEMENTS

TeleHub Network Services Corporation does not have any management agreements.

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

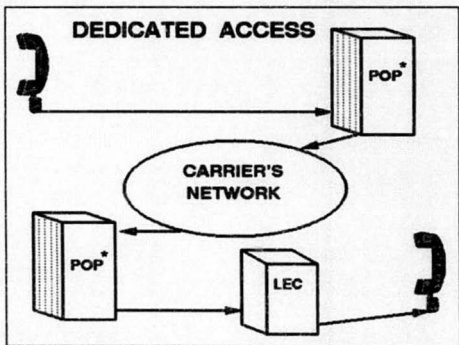
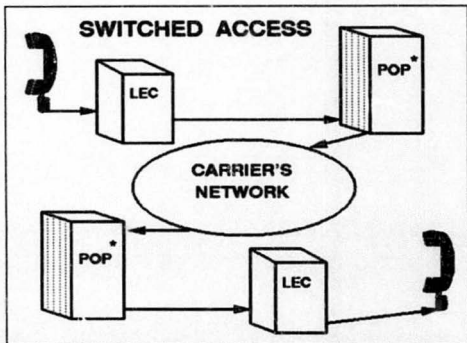
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EXHIBIT D
ACCESS DIAGRAMS

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

EXHIBIT D

REPRESENTATIVE ACCESS DIAGRAMS



* POP - CARRIER'S POINT-OF-PRESENCE

EXHIBIT E
SERVICE AREA

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

EXHIBIT E

SERVICE AREA

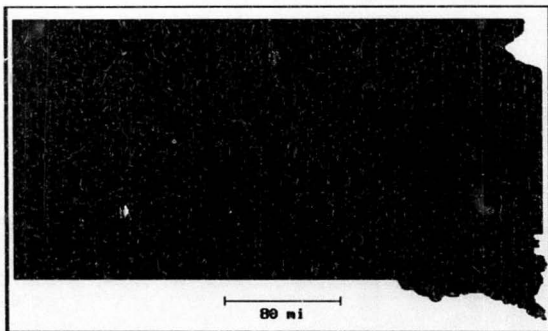


EXHIBIT F
CURRENT BALANCE SHEET

PREPARED FOR
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

TELEHUB COMMUNICATIONS CORPORATION
(a development stage company)
CONSOLIDATED BALANCE SHEETS

ASSETS	March 31, 1997	December 31, 1996
Current assets:		
Cash and equivalents	\$ 7,940,101	\$ 184,936
Prepaid expenses and deposits	465,299	810,212
Other assets	<u>16,456</u>	<u>-</u>
Total current assets	8,421,856	995,148
Property and equipment, net	14,988,398	2,960,159
Deposits	<u>756,401</u>	<u>73,947</u>
Total assets	<u>\$ 24,166,655</u>	<u>\$ 4,029,254</u>
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable and accrued expenses	\$ 880,627	\$ 798,849
Accounts payable, related parties	9,781	179,085
Notes payable, shareholders	-	1,273,125
Accrued interest	-	58,296
Current portion - capital lease obligations	<u>79,964</u>	<u>56,347</u>
Total current liabilities	970,372	2,365,702
Payable to DSC	11,804,075	2,273,972
Deferred revenue	1,350,000	1,350,000
Notes payable, shareholders	-	911,243
Capital lease obligations	<u>203,271</u>	<u>103,760</u>
Total liabilities	<u>14,327,718</u>	<u>7,004,677</u>
Commitments and contingencies (Note 6).		
Stockholders' equity (deficit):		
Preferred stock, \$.001 par value, 100,000,000 shares authorized:		
Series A, convertible, 4,000,000 designated;		
3,360,000 shares issued and outstanding;		
liquidation preference \$16,800,000	3,360	-
Common stock, \$.001 par value; 100,000,000 shares authorized:		
10,134,450 and 10,000,000 shares issued and outstanding at		
March 31, 1997 and December 31, 1996, respectively	10,134	10,000
Additional paid-in capital	16,650,067	991,000
Common stock committed to be issued	-	512,250
Shareholder notes receivable	(40,000)	(500)
Deficit accumulated during development stage	<u>(6,784,624)</u>	<u>(4,488,173)</u>
Total stockholders' equity (deficit)	<u>9,838,937</u>	<u>(2,975,423)</u>
Total liabilities and stockholders' equity (deficit)	<u>\$ 24,166,655</u>	<u>\$ 4,029,254</u>

The accompanying notes are an integral part of these consolidated financial statements.

EXHIBIT G

CURRENT INCOME STATEMENT

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

TeleHub Communications Inc.
 Balance Sheet
 Quarter Ending October 31, 1997
 (in thousands)
 Unaudited

	<u>Consolidated</u>
Assets	
Cash (Restricted)	1,730
Cash (Unrestricted)	6,483
Other Current Assets	804
Total Current Assets	<u>9,017</u>
 Net Fixed Assets	 18,757
Other Assets	676
Total Assets	<u><u>\$28,450</u></u>
 Liabilities & Equity	
Accounts Payable	2,084
Accrued Liabilities	0
Payable due DSC	12,160
Current Portion - Cap Lease	317
Total Current Liabilities	<u>14,561</u>
 Intercompany	 0
Deferred Revenue	900
Long Term Liabilities	866
Total Liabilities	<u>16,327</u>
 Equity	
Common Stock	16,288
Preferred Stock	15,566
Retained Earnings	(19,731)
Total Equity	<u>12,123</u>
 Total Liabilities & Equity	<u><u>\$28,450</u></u>

TeleHub Communications Inc.
 Statement of Profit & Loss
 Year to date through October 31, 1997
 (in thousands)

	<u>Consolidated</u>
Revenue	\$0
Cost of Revenue	<u>0</u>
Gross Profit	0
<u>Operating Expenses</u>	
Selling & Marketing	772
Operations	6,210
Development	4,416
General & Administrative	<u>2,902</u>
Total Operating Expenses	14,300
EBITDA	<u>(14,300)</u>
Depreciation & Amortization	326
Income from Operations	<u>(14,626)</u>
Net Interest-(Income)Expense	48
Net Other-(Income)Expense	<u>569</u>
Pretax Earnings	<u><u>(\$15,243)</u></u>

EXHIBIT H

**ANNUAL REPORT AND REPORT TO
STOCKHOLDERS**

TeleHub Network Services Corporation does not prepare an Annual Report or Report to Stockholders.

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

EXHIBIT I

TARIFF

PREPARED FOR

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

UNCLAS 000004100
TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 1

Issued: December 17, 1997
Effective:

TELEHUB NETWORK SERVICES CORPORATION

THIS TARIFF CONTAINS THE

REGULATIONS AND RATES APPLICABLE TO THE PROVISION

OF INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF SOUTH DAKOTA

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TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
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South Dakota P.U.C. Tariff No. 1
Original Page 2

Issued: December 17, 1997
Effective:

CHECK PAGE

Each page of this Tariff is effective as of the date shown at the top of the page. Original and revised pages as named below comprise all changes from the original Tariff.

<u>PAGE</u>	<u>REVISION</u>
1	Original Page
2	Original Page
3	Original Page
4	Original Page
5	Original Page
6	Original Page
7	Original Page
8	Original Page
9	Original Page
10	Original Page
11	Original Page
12	Original Page
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14	Original Page
15	Original Page
16	Original Page
17	Original Page
18	Original Page
19	Original Page
20	Original Page
21	Original Page
22	Original Page

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South Dakota P.U.C. Tariff No. 1
Original Page 3

Issued: December 17, 1997
Effective:

CHECK PAGE (continued)

<u>PAGE</u>	<u>REVISION</u>
23	Original Page
24	Original Page
25	Original Page
26	Original Page
27	Original Page
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41	Original Page
42	Original Page
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44	Original Page
45	Original Page
46	Original Page
47	Original Page
48	Original Page

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South Dakota P.U.C. Tariff No. 1
Original Page 4

Issued: December 17, 1997
Effective:

CHECK PAGE (continued)

<u>PAGE</u>	<u>REVISION</u>
49	Original Page
50	Original Page
51	Original Page
52	Original Page
53	Original Page
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68	Original Page
69	Original Page
70	Original Page
71	Original Page
72	Original Page
73	Original Page
74	Original Page

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South Dakota P.U.C. Tariff No. 1
Original Page 5

Issued: December 17, 1997
Effective:

CHECK PAGE (continued)

<u>PAGE</u>	<u>REVISION</u>
75	Original Page
76	Original Page
77	Original Page
78	Original Page
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South Dakota P.U.C. Tariff No. 1
Original Page 6

Issued: December 17, 1997
Effective:

MASTER TABLE OF CONTENTS

	<u>Page No.</u>
Check Page	2
Master Table of Contents	6
Concurring, Connecting or Other Participating Carriers	7
Symbols	7
Tariff Format	8
Section 1 - Technical Terms and Abbreviations	9
Section 2 - Rules and Regulations	16
Section 3 - Description of TeleHub Services	63
Section 4 - TeleHub Rates and Charges	73
Section 5 - Description of Network Services	81
Section 6 - Network Services Rates and Charges	88

100-9-3410
Telehub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 7

Issued: December 17, 1997
Effective:

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

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

- C - Changed regulation
- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- S - Reissued matter
- T - Change in text, but no change in rate or regulation
- Z - Correction

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence - There are seven 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
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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South Dakota P.U.C. Tariff No. 1
Original Page 9

Issued: December 17, 1997
Effective:

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

Add'l: Add'l is an abbreviation for additional.

Advanced Intelligent Network: An Advanced Intelligent Network ("AIN") is an evolving, service independent network architecture that provides important new capabilities for the rapid creation of customizable telecommunications services by network/service providers and their customers.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Automatic Number Identification: Automatic Number Identification ("ANI") is a series of digits that identifies the originator of the call.

Average Total Usage: Average Total Usage ("ATU") is calculated by averaging the most recent three months' interstate, intrastate, and international usage or other for all ANI's to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for all locations will be included in the calculation. If the Customer's traffic volume varies significantly from month-to-month, the Company may determine ATU by averaging more than three months' bills.

Blocking: Blocking is a temporary condition that may be initiated by the Company or the DUC so that the Customer cannot complete a telephone call.

Business Affinity Group: A Business Affinity Group is a trade association representing business entities or individuals within an industry, profession, or business classification, or a commercial organization with affiliated franchises, independent agents, independent distributors, business in common or other multiple commercial representatives (e.g., an entity providing a reservation system and its users, an entity and its major suppliers, an entity and its independent dealerships, a service entity and the business to which it provides services under contract), a professional trade association representing state associations, or a buying group not organized for the purpose of qualifying for the discounts provided for herein. Unless otherwise specified in this Tariff or in the agreement with the Business Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the Affinity Group and later cease to be members.

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South Dakota P.U.C. Tariff No. 1
Original Page 10

Issued: December 17, 1997
Effective:

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

Business Customer: A Business Customer is a Customer who subscribes to the Company's service(s) in the name of a business, trade, or profession.

Competitive Access Provider: Competitive Access Provider ("CAP") is any provider of local access service other than the Local Exchange Carrier.

Calling Card: A credit card issued and used for charging local and long distance calls.

Cardholder: Cardholder is the associate, member, Customer, or other individual that uses the Company's Prepaid Calling Card Service or Calling Card Service.

Competitive Local Exchange Carrier: Competitive Local Exchange Carrier ("CLEC") is any carrier or reseller, other than the incumbent LEC, offering local exchange telecommunications services.

Company: Company refers to TeleHub Network Services Corporation.

Commission: Commission refers to the South Dakota Public Utilities Commission or any succeeding agency.

Conference Bridge: Equipment which allows for three or more participants on the same call.

Coordinator: Coordinator is a term used in conjunction with the TeleHub Audioconferencing Service and is the operator responsible for a given conference call.

Credit Card: Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

Customer: The Customer is a person or legal entity which subscribes to Service from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Debit Card: A debit card allows a Customer to purchase a predetermined amount of access to the Company's long distance and directory assistance Services prior to the use of Service(s). Also called a Prepaid Calling Card.

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South Dakota P.U.C. Tariff No. 1
Original Page 11

Issued: December 17, 1997
Effective:

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

Dedicated Access: If a Customer's location has a direct path to the TeleHub network, it is considered Dedicated Access. In telecommunications terminology, this is also referred to as "Special Access."

Designated Underlying Carrier: Designated Underlying Carrier ("DUC") refers to any interexchange carrier that provides long distance service resold by the Company pursuant to this tariff.

Employees: The term "Employees" refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

Exemption Certificate: An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switched Access service that is subject to carrier common line charges.

End User: End User is the person or legal entity which uses the Service provided by the Company.

Federal Communications Commission: The Federal Communications Commission ("FCC") is the U.S. federal agency responsible for the regulation of interstate and international communications by radio, television, wire, satellite and cable.

Host: The term Host is used in conjunction with TeleHub Audioconferencing Service and refers to the Customer's coordinator of a conference call.

Inbound Service: The Company's Inbound Service(s) permit calls to be completed to the Customer's location without charge to the calling party. Access to Inbound Service is gained by dialing a ten-digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's requested location.

Independent Platform Provider: The Independent Platform Provider ("IPP") is a third party service provider for a particular service.

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South Dakota P.U.C. Tariff No. 1
Original Page 12

Issued: December 17, 1997
Effective:

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

Interexchange Carrier: An Interexchange Carrier ("IXC") is a provider of IntraLATA and InterLATA telephone service.

InterLATA Call: An interLATA call is any call that originates in one LATA and terminates in a different LATA.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

Joint User: A Joint User is a corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

Local Access Transport Area: Local Access Transport Area ("LATA") is a geographic area established for the provision and administration of communications service as provided for in the Modification of Final Judgment and any further modification thereto.

Local Exchange Carrier: Local Exchange Carrier ("LEC") is the local phone company which can be either a Bell Operating Company or an independent (e.g. GTE) which provides local transmission services.

Letter of Agency: Letter of Agency ("LOA") is a letter sent by the Customer to the local or long distance telephone company, authorizing the local or long distance telephone company to act on the Customer's behalf to provide communication and network services.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.D.C. 1982).

Minutes of Use: Minutes of Use ("MOU") is a term used to denote the number of minutes that a circuit is in use.

Numbering Plan Area: Numbering Plan Area ("NPA") is more commonly referred to as an area code.

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South Dakota P.U.C. Tariff No. 1
Original Page 13

Issued: December 17, 1997
Effective:

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

NPA Centroid: NPA Centroid is the rating center which is used to calculate mileage for inbound 800/888 calls and Calling Card calls. (See "Rate Center".)

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

Private Branch Exchange: Private Branch Exchange ("PBX") is a private switch used to connect telephone lines to trunks for the completion of local and long distance telephone and data calls.

Person-to-Person: A Person-to-Person call is any operator-handled call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Personal Identification Number: Personal Identification Number ("PIN") is a unique number assigned to each Calling Card or Prepaid Calling Card for the purpose of accessing Service.

Platform: Platform refers to the proprietary computer technology that provides TeleHub network services.

Point-of-Sale: Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

Point-of-Presence: A Point-of-Presence ("POP") may be (a) the central office of the DUC; (b) a location where the LEC, CLEC or CAP hands off the traffic of the Company's Customers to the DUC or the Company; or (c) the location where the Customer's facility interconnects with the DUC or the Company.

Postalized: Postalized services are services whose rates are structured so that they are not distance sensitive but depend on other factors such as the duration of the call.

Prepaid Calling Card: Prepaid Calling Card Service (also called a debit card) allows a Customer to purchase a predetermined amount of access to the Company's long distance and directory assistance services prior to the use of service(s).

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South Dakota P.U.C. Tariff No. 1
Original Page 14

Issued: December 17, 1997
Effective:

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

Primary Interexchange Carrier: The Primary Interexchange Carrier ("PIC") is the long distance company to which traffic from a given location is automatically routed when dialing 1+ in equal access areas. The PIC is identified by a code number which is assigned by the local telephone company to the telephone numbers of all the subscribers to that carrier to ensure the calls are routed over the correct network.

Public Utility Commission: Public Utility Commission ("P.U.C.") is the state body charged with regulating phone companies.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements. (See NPA Centroid.)

Reseller: Reseller denotes a Company that resells Service(s), usually by purchasing a block of long distance calling minutes for resale in smaller blocks to its customers.

Residential Affinity Group: A Residential Affinity Group is a group with a common employer whose employer agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an Affinity Group and thereafter maintains them, the alumni of a college, university, or other institution of higher learning who are members of an association, individuals who are members of any organization or association (e.g. a professional association, non-profit organization, or buying club) where the organization or association agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an affinity group and thereafter maintains them. Unless otherwise specified in this Tariff or in the agreement with the Residential Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this Tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the affinity group and later cease to be members.

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South Dakota P.U.C. Tariff No. 1
Original Page 15

Issued: December 17, 1997
Effective:

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

Residential Customer: A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non-professional purpose.

Service: Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

Site: Site is a term used in connection with TeleHub Audioconferencing and refers to the telephone line connected to the Conference Bridge.

Special Access: See Dedicated Access.

State: State refers to the State of South Dakota.

Station-to-Station: For the purposes of this Tariff, Station-to-Station is any operator-handled call which is not a Person-to-Person call.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC, CLEC or CAP to reach the long distance network, the access is switched.

Vertical & Horizontal: Vertical & Horizontal ("V&H") grid coordinates are a pair of numbers on a grid of the North American Continent. The V&H coordinates are used to determine the "airline distance" between any two rate centers.

Virtual Service Management System: Virtual Service Management System ("VSMS") is the Company's proprietary AIN platform front-end database integrator for billing, management and control interfacing adjuncts.

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South Dakota P.U.C. Tariff No. 1
Original Page 16

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This Tariff contains the description, regulations, and rates applicable to intrastate IntralATA and intrastate InterLATA telecommunications Service offered by the Company. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff. Service is provisioned via the Company's switch, or by the DUC, or both. The selection of the method of provisioning Service to the Customer is made by the Company. The selection of the DUC is made by the Company.
- 2.1.2 The Company will not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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South Dakota P.U.C. Tariff No. 1
Original Page 17

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

- 2.2.1 Service is offered subject to the availability of facilities, the Company's ability to provision the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available. Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by the DUC(s), the Company, CLECs, CAPs, or the LEC.
- 2.2.2 Except for TeleHub Audioconferencing Service, all Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering. Intrastate Service is not sold on a stand-alone basis. All Switched Access services are only available in equal access areas. All Dedicated Access services are available anywhere in the State. Calling Card and Prepaid Calling Card calls may originate anywhere in the State.
- 2.2.3 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.

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South Dakota P.U.C. Tariff No. 1
Original Page 18

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.4 Conditions under which the Company may, without notice, suspend Service without liability include, but are not limited to:

- (A) Customer's or End User's use of the Service which constitutes a violation of any laws, government rules, regulations, or policies; or
- (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
- (C) Termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Misuse of the Company's switch or DUC's network by Customers or End Users; or,
- (E) Use of the DUC's network for any fraudulent or unlawful purpose by Customers or End Users; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or
- (H) Fraudulent billing information; or
- (I) Customer's check or draft is returned unpaid for any reason; or
- (J) Refusal by the Customer to allow the Company or representatives of the Company reasonable access to the Customer's facilities as required to provision Service.

TeleHub Network Services Corporation
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Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 19

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.5 In the event the Company or the DUC learn of actual or possible unauthorized, fraudulent, or unlawful use of any Service(s), the Company will make an effort to contact the Customer, but Service may be suspended without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk.
- 2.2.6 If the Company is notified by the DUC or otherwise reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days written notice of its intent to suspend Service.
- 2.2.7 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:
- (A) Failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8 of this Tariff; or
 - (B) Customer's or End User's use of the Service constituting a violation of the provisions of this Tariff; or
 - (C) Abandonment of the premises served; or
 - (D) Insufficient billing information; or
 - (E) Customer failing to correct any condition listed in Sections 2.2.4, 2.2.5 or 2.2.6 of this Tariff.

0145974
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South Dakota P.U.C. Tariff No. 1
Original Page 20

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.8 Calls that may not be completed using Prepaid Calling Card Service include long distance operator services such as person-to-person or collect calls, TeleHub Audioconferencing calls, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 500, 700, 900, or 800/888 number other than the universal 800/888 access number printed on the Cardholder's card.
- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 Recording of telephone conversations provided pursuant to Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.
- 2.2.11 Service may not be transferred or assigned without the Company's written consent. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.
- 2.2.12 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when the Company cannot confirm acceptance of charges at the third number.
- 2.2.13 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

0145975
TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 21

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.14 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:
- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
 - (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
 - (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
 - (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.
- 2.2.15 For Inbound Services, the Customer may select to receive calls from the (1) U.S. Mainland; (2) United States; or (3) United States, Puerto Rico, and Virgin Islands. The Customer may further restrict the receipt of inbound calls from within the United States by area code, LATA, NPA-NXX, or by RBOC territory.

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TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
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South Dakota P.U.C. Tariff No. 1
Original Page 22

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

2.3.1 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment or Service associated with such Service.
- (B) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the provision of Service when such defacement or damage is not the result of the Company's negligence.
- (C) Damages caused by the negligence or willful misconduct of the Customer.
- (D) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (E) Failure or delay in the delivery of Prepaid Calling Cards or Calling Cards.
- (F) Any special or consequential damages or any lost revenues or lost profits of any kind or nature arising out of the furnishing of or interruption in Service contained in this Tariff, even if Company is advised of the possibility of the same.
- (G) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service or device. In the case of 800/888 Service, this also applies to third parties who dial the Customer's inbound number by mistake.
- (H) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

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TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 23

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.1 (continued)

(I) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

(J) Any claim where the Reseller indemnifies the Company pursuant to Section 2.5 or Section 2.6 of this Tariff.

2.3.2 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide or maintain Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.3 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.

2.3.4 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company will not be liable for damages caused by the negligence or willful misconduct of the Customer.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 24

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.5 The Company's will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entities, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees, if committed beyond the scope of their employment.

2.3.6 Without liability, the Company may rely on CLECs, LECs, DUCs, or other third parties to provide a portion of the Company's Service.

2.3.7 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, a portion or all of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.

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TeleHub Network Services Corporation
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Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 25

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.8 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties, whether expressed, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.9 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.10 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.
- 2.3.11 If the Company chooses to subcontract the production of Prepaid Calling Cards, Calling Cards, Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.
- 2.3.12 If the Company issues Prepaid Calling Cards, or Calling Cards with PINs that will not access the Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.
- 2.3.13 The Company's liability will be limited to that expressly assumed in Section 2.3 of this Tariff. The Company will not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings. With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 26

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the switching facilities of the Company or the transmission/switching facilities of the DUC or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to Service. However, this provision does not preclude an agreement between the Customer, authorized user, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 27

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or authorized user will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions:

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.
- (B) One Joint User or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.
- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or authorized user will be liable to the Company for all charges incurred as a result of its use of Service. Each joint or authorized user must submit to the designated Customer a letter guaranteeing payment for the joint or authorized user's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or authorized user.
- (D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

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TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 28

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorneys' fees), resulting from Customer's and its Joint User's (or its employees', agents' or independent contractors') actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service.
- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 29

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision or interruption of Service, whatever the cause and whether negligent or otherwise.
- (I) All claims related to lost or stolen Prepaid Calling Cards or Calling Cards.
- (J) Claims related to lost or stolen Calling Cards, except as described in Section 2.21.
- (K) Any and all liabilities, costs, damages, and expenses (including attorneys' fees), resulting (1) from Customer (or its employees' agents' or independent contractors', or Joint Users') actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor or Joint user or (2) from claims by third parties that any Prepaid Calling Cards, Calling Cards or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; (3) or in the event that the Company chooses to have another company produce their Prepaid Calling Cards or Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are directly related to the third party. In no event will the Company be obligated to restore any Prepaid Calling Card account, Calling Card Account, or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account, or Calling Card account, which such Cardholder denies having made.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 30

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (L) Any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will concurrently pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

2.5.2 The Customer will be responsible for the payment of all charges for Service provided to Customer under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of Service furnished to Customer under this Tariff. Also see Section 2.12 of this Tariff for additional information regarding the Customer's obligations concerning taxes.

2.5.3 The Customer is responsible for payment of all charges for Service provided by the Company and originating at Customer's number; accepted at Customer's number; billed to Customer's Calling Card or Prepaid Calling Card; or rendered at Customer's specific request, regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part; or in the case of inbound services, services terminating at customer's number.

2.5.4 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within the earlier of sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201 or 1-800-332-1782.

2.5.5 Upon the Customer's receipt of Company Prepaid Calling Cards, or Calling Cards, the Customer will assume all risk of loss or misuse of such cards.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 31

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.6 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses (including attorneys' fees), resulting from claims by third parties that any Prepaid Calling Card, Calling Card, or PIN having been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Customer.
- 2.5.7 For Customers subscribing to the Company's Prepaid Calling Card Service or Calling Card Service, the Customer is responsible for all costs incurred by the Company in production, design, and distribution of the cards. All customized designs will be subject to the Company's review and approval when the Customer specifies a customized design. The Company will deliver to the Customer a prototype of a customized card for Customer approval before actual production occurs. Prior to the Company's fulfillment of the Customer's order, the Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype. Any such requested revisions to the customized design will be subject to the Company's approval.
- 2.5.8 The Customer will be liable for reimbursing the Company for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized End User(s) or Joint User(s).
- 2.5.9 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.
- 2.5.10 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

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TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 32

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.11 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.19 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.12 If Service is terminated pursuant to Section 2.2.5 or Section 2.2.6 of this Tariff, or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have canceled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.
- 2.5.13 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage equipment, injure personnel, or degrade Service to other Customers or other users of the network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC, CLEC, or CAP signal power limitations.
- 2.5.14 A Customer of any of the Company's inbound Services must provide not less than ten (10) business days notice prior to implementation of special advertising or other new promotions likely to stimulate usage.
- 2.5.15 If a Prepaid Calling Card or Calling Card has a customized design, the design will be subject to the Company's review and approval, in the Company's sole discretion. The Company will deliver to the Customer a prototype of a customized Prepaid Calling Card or Calling Card. The Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype prior to the Company's fulfillment of the Customer's order. Any such requested revisions to the customized design will be subject to the Company's approval. The Customer is responsible for all costs incurred by the Company in manufacturing a customized Prepaid Calling Card or Calling Card.

01459
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TeleHub Network Services Corporation
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Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 33

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.16 Upon the Customer's receipt of Company Prepaid Calling Card and/or Calling Card, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards and/or Calling Card.
- 2.5.17 If Dedicated Access is a required condition for subscribing to one of the Company's services, the Customer is responsible for obtaining the Dedicated Access. However, the Company may offer to act as an agent for the Customer in ordering of the Dedicated Access arrangements.

2.6 Obligations of a Reseller

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 and 2.6.3 of this Tariff as well as Sections 2.6 of the Company's Tariff F.C.C. No.1 and Tariff F.C.C. No. 2, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.6.2 In addition to the other provisions in this Tariff, Resellers must have the appropriate regulatory authority in all areas where the Reseller provides service. Resellers are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.
- 2.6.3 Resellers are responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service

2.7.1 Application for Service

(A) Prepaid Calling Card Service

1 General

To obtain Service, the Customer must sign a sales agreement and prepay the charges for Service according to the rates included in Section 4 of this Tariff.

2 Activation of PIN

Prior to activation of the PIN, the Cardholder must complete and return to the Company a registration form which includes the Cardholder's name and social security number, PIN, Prepaid Calling Card number, and Credit Card number (optional). The PIN will not be activated until the Company receives the registration form. The Company will accept a facsimile copy of the registration form. To help control fraud, the PIN may not be activated until the Cardholder's first use of the PIN. However, if the Customer paid by check, the card will not be activated until the check clears the bank regardless of the Customer's first use of the PIN.

(B) All Other Services

To obtain Service, the Applicant must submit to the Company an application in the form of a completed service agreement and a LOA. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service by the Customer will be deemed an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 or must pay a deposit as provided in Section 2.7.3.

TeleHub Network Services Corporation
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Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 35

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service (continued)

2.7.2 Establishment of Credit

(A) Applicant

For all Services except the TeleHub Prepaid Calling Card, the Company may decline to accept an application for Service unless the Applicant submits references and authorizes the Company to perform a credit check on Applicant, and unless the Company is satisfied with the Applicant's creditworthiness. Upon receipt of the signed LOA and/or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. The Company shall determine the credit standing of an Applicant for Service based on the information about the Applicant's prior telecommunications bill payment history if the Applicant has had Service before. Such information shall be the major factor in decisions regarding satisfactory or unsatisfactory credit and deposit amounts.

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record, check the references of any Customer at any time and revise the credit requirements from time-to-time based upon payment patterns and other information the Company may utilize.

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South Dakota P.U.C. Tariff No. 1
Original Page 36

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service (continued)

2.7.3 Customer Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 hereof may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

(B) Amount of Deposit

.1 Business Customer

The amount of any deposit shall not exceed the estimated charges for two months' Service. The Company shall determine the amount of the deposit.

.2 Residential Customer

The Company may require a deposit based on the average cost of Service for two months or \$130, whichever is less, payable in up to three monthly installments.

(C) Interest on Deposits

The Company will not pay interest on deposits.

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South Dakota P.U.C. Tariff No. 1
Original Page 37

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service (continued)

2.7.3 Customer Deposits (continued)

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service, unless charges have been incurred by the company to provide such service. The charges incurred will be applied against the deposit and any remaining balance will be refunded to the customer.
- At the end of one year of satisfactory payments for Service if a credit review of the account is satisfactory for the ability of the Customer to pay future charges.
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, discontinuance penalties, and only the excess, if any, will be returned.

2009-04-18
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South Dakota P.U.C. Tariff No. 1
Original Page 38

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills

2.8.1 General

All charges are payable only in United States currency and drawn on a U.S. Banking Institution. Payment may be made by check, money order, or cashier's check.

2.8.2 Payment For Prepaid Calling Card Services

When the Customer initially orders TeleHub Prepaid Calling Card Service, the Customer must prepay the charges for Service according to the rates included in Section 4 or Section 6 of this Tariff and as per Section 2.8.1 of this Tariff. No Prepaid Calling Card PIN will be activated until payment, in U. S. Dollars and in full, has been received by the Company. If the Customer pays via check, the PIN is activated after the check clears the bank.

2.8.3 Payment For All Other Services

(A) General

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. The due date is disclosed on the bill. Payment in full is due fifteen (15) days from the invoice date printed on the bill. The bill will be mailed on or before the invoice date printed on the bill. Checks should be made payable as named on the bill and should be sent to the address listed on the bill.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
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South Dakota P.U.C. Tariff No. 1
Original Page 39

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills (continued)

2.8.3 Payment For All Other Services (continued)

(B) Billing Period

The Company uses cycle billing. The initial billing period may be less than one month depending upon the billing cycle to which the Customer is assigned. The cut-off date for billing cycles and the date invoices will be rendered is solely at the discretion of the Company. No Customer has any right to request or require a billing cycle or billing date. The billing period is one month. Except for fraud, charges may be assessed for unbilled traffic up to two years in arrears. The Company uses direct billing by the Company or an authorized billing agent.

(C) Late Charge

If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of 1.5% per month on the unpaid balance, whichever is greater.

South Dakota P.U.C. Tariff No. 1
Original Page 40

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills (continued)

2.8.3 Payment For All Other Services (continued)

(D) Billing For Dedicated Access Arrangements

The Customer may be billed directly by the Company, LEC, CLEC, or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Services. The Company may act as an agent for the Customer in ordering Dedicated Access arrangements.

(E) Other Charges

If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

TeleHub Network Services Corporation
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1375 Tri-State Parkway, Suite 250
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South Dakota P.U.C. Tariff No. 1
Original Page 41

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills (continued)

2.8.4 Contested Charges

The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within the lesser of sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.9.1 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Commission's address and telephone number are South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201 or 1-800-332-1782.

2.8.5 Past Due Payments

In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 42

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.9 Customer Service

2.9.1 General

The Company's name and toll free number appear on the bill. Customer Service may be contacted in writing at 1375 Tri-State Parkway, Suite 250, Gurnee, Illinois 60031. Customers may also contact Customer Service by dialing a toll-free 800/888 number. Customer Service representatives are available from 7 a.m. to 7 p.m. for normal billing and service questions. For call connection or Service problems after business hours, a customer may call the same toll-free number twenty-four hours a day, seven days a week, 365 days a year. For Cardholders subscribing to Prepaid Calling Card Service or Calling Card Service, the 800/888 number is printed on the card. For Customers subscribing to all other Services, the 800/888 number is printed on the Customer's bill.

2.9.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Section 2.9.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

2.9.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Section 2.9.1 above.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 43

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Service By Customer

2.10.1 General

Except for Prepaid Calling Card Service and Service(s) provided under a term plan agreement, a Customer may cancel Service by giving thirty (30) days written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.9.1.

2.10.2 Customer With Switched Access

(A) Customer Provisioned Via The DUC

Cancellation of the Customer's Service will be effective when the LEC or CLEC changes the PIC code, or when the DUC moves the Service to another long distance company. The Customer will remain liable for all services provided after notice of cancellation of service and until the LEC or CLEC changes the PIC Code.

(B) Customer Provisioned Via The Company

Cancellation of the Customer's Service will be effective when the LEC or CLEC changes the PIC code, or when the Company cancels the Service.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 44

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Service By Customer (continued)

2.10.3 Customer With Dedicated Access

(A) Customer Provisioned Via The DUC

Cancellation of the Customer's Service will be effective when the DUC cancels the Service offered by the Company, or when the Customer's Dedicated Access facilities are moved to a POP of another long distance company.

(B) Customer Provisioned Via The Company

Cancellation of the Customer's Service will be effective when the Company cancels the Service offered by the Company to the Customer, or when the Customer's Dedicated Access facilities are moved to a POP of another long distance company.

2.11 Termination of Service By Company

2.11.1 The Company may terminate Service to the Customer upon five (5) days written notice to the Customer for any condition listed in Section 2.2.7 of this Tariff. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed prepaid first class mail or prepaid by private express overnight delivery courier. The selection of the method of delivery of the notice is made by the Company.

2.11.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination, including charges for any services provided until the Customers' service is changed to another carrier. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 45

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.12 Taxes

2.12.1 TeleHub Prepaid Calling Card

The usage rates in Section 4 and Section 6 of this Tariff are inclusive of all surcharges, taxes, and fees except for point-of-sales ("sales and excise") taxes.

2.12.2 All Other Services

- (A) For all Services other than the TeleHub Prepaid Calling Card, the usage rates in Section 4 and Section 6 of this Tariff are exclusive of all applicable surcharges, taxes, and fees.
- (B) In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.
- (C) All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, excise tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in Section 4 and Section 6 of this Tariff.

South Dakota P.U.C. Tariff No. 1
Original Page 46

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.12 Taxes (continued)

2.12.3 Tax Exempt Status

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 47

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.13 Transfer or Assignment

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (1) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- (2) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- (3) New Customer's (assignee Customer) credit is approved by the Company; and
- (4) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such assignment or transfer will not be unreasonably withheld.
- (5) Any permitted assignment or transfer of the Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 48

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.14 Timing of Calls

2.14.1 TeleHub Audioconferencing

For the standard and premium TeleHub Audio conferencing Services, Calculation of usage begins at the start of the conference as initiated by the Coordinator. All calls end when either the last party disconnects or the Coordinator terminates the call. For automated Services, calculation of usage begins when the first party enters the Conference Bridge. All calls end when either the last party disconnects or the Coordinator terminates the call.

2.14.2 Prepaid Calling Cards

- (A) Timing begins when the called station answers and the Company's switch detects hardware answer supervision. Timing ends when the calling party hangs up. If the called station hangs up and the calling station does not hang up, the Cardholder is prompted to enter (X) which enables the Cardholder to use the sequential calling feature and place another call without re-entering the PIN. If the Cardholder does not enter (X), timing is disconnected in fifteen (15) seconds. If the Customer enters (X) and places another call, each completed call is timed with a start time and an end time. The Cardholder's account is debited for usage based on call duration of each call, not the total amount of time the Cardholder was connected to the Platform.
- (B) If the End User of the Prepaid Calling Card uses the conference calling feature, the third leg of the call is timed separately. Timing of the third leg of the call begins when the called station answers and terminates when the called station hangs up.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 49

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.14 Timing of Calls (continued)

2.14.3 Operator Toll Assistance

- (A) On Station-to-Station calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection.
- (B) On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.
- (C) Chargeable time ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

2.14.4 Calling Card Calls

Calling Card calls are timed according to Section 2.14.5 of this Tariff. However, if the End User of a Calling Card uses the conference calling feature of the card, the third leg of the call is timed separately. Timing of the third leg of the call begins when the called station answers and terminates when the called station hangs up.

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South Dakota P.U.C. Tariff No. 1
Original Page 50

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.14 Timing of Calls (continued)

2.14.5 All Other Usage Sensitive Services

(A) General

Conversation time is defined as when two way communications between the calling and called party is possible.

(B) Calls Timed By The DUC

For Customers whose Services are provisioned via the DUC's switching equipment, calls are timed and measured according to the DUC's tariff on file with the Commission.

(C) Calls Timed By Company

For Customers whose Service(s) are provisioned via the Company's switching equipment, chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when the calling station "hang up". If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment. When the Company's services are directly connected to a Customer-provided communications system at the Customer's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer provided communications system.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 51

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.15 Rate Period

2.15.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call, and at the called station in case of an inbound call.

2.15.2 Day, Evening, and Night Rate Periods

Rate Period	Times Applicable		Days Applicable
	From	To, But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

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TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
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Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 52

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.16 Mileage Measurements

2.16.1 General

Calculation of mileage is in accordance with the V&H coordinate system.

2.16.2 Inbound And Calling Card Services

The Company uses the V&H coordinates associated with the Rate Center of the NPA Centroid.

2.16.3 Other Mileage-Sensitive Services

The distance is measured using the V&H coordinates associated with either the Rate Centers of the originating and terminating stations, or the V&H coordinates associated with the originating and terminating POP. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the Rate Centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

South Dakota P.U.C. Tariff No. 1
Original Page 53

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.17 Determination of Airline Mileage

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between Rate Centers is determined by applying the formula below to the V&H coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V&H coordinates that are produced by Bell Communications Research in its NPA-NXX V&H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$

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South Dakota P.U.C. Tariff No. 1
Original Page 54

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.18 Determining Rate In Effect

2.18.1 General

For outbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the calling station determines the rate in effect. For Inbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the called station determines the rate in effect. Time of day will be determined in accordance with Section 2.15.

2.18.2 1+ Calls Originating Via Switched Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

2.18.3 1+ Call Originates Via Dedicated Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

2.18.4 Call Completed By An Operator

The time at the beginning of each minute of connection determines the applicable rate period. 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.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 55

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.18 Determining Rate In Effect (continued)

2.18.5 Holiday Rates

- (A) Holiday rates apply to Operator Toll Assistance.
- (B) The term holiday denotes the following holidays:
 - New Year's Day#
 - Independence Day#
 - Labor Day
 - Thanksgiving Day
 - Christmas Day#
 - President's Day*
- (C) For services with a day, evening, and night rate period, the evening rate applies on a holiday unless a lower rate would normally apply. For services with a peak and off-peak rate period, the off-peak rate applies on a holiday. If the holiday is followed by "**", the holiday applies to the Federally observed day only. If the holiday is followed by "#", the following rules apply. When this holiday falls on a Sunday, the holiday is observed on the following Monday. When this holiday falls on a Saturday, the holiday is observed on the preceding Friday.
- (D) For all other time-of-day sensitive Services, the rate periods specified in Section 2.15 of this Tariff apply.

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South Dakota P.U.C. Tariff No. 1
Original Page 56

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.19 Interruption of Service

2.19.1 Prepaid Calling Card and Calling Cards

Credits will not be issued for cut-offs, poor transmission, or wrong numbers.

2.19.2 All Other Usage Sensitive Services

- (A) Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- (B) To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- (C) No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours (30 Days) times the monthly recurring charge for the Service.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 57

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.19 Interruption of Service (continued)

2.19.2 All Other Usage Sensitive Services (continued)

- (L) Credit allowances for cutoffs, wrong numbers, or poor transmission are subject to the general liability provisions set forth in Section 2.3.11 of this Tariff. It will be the obligation of the Customer to notify the Company immediately of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer or by the LEC.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 58

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.20 Calculation of Usage Charges

2.20.1 TeleHub Audioconferencing

For TeleHub Audioconferencing, usage charges are calculated based on the sum of actual, not reserved, individual line usage. For example, if three people conduct a conference call for an hour and one conference participant hangs up ten minutes early, the conference charges are 170 minutes (60 + 60 + 50).

2.20.2 Rounding

(A) Billing Increments

Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 and Section 6 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes.

(B) Per Call charge

The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

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TeleHub Network Services Corporation
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1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 59

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.21 Lost Or Stolen Calling Cards, Prepaid Calling Card, Or PIN

2.21.1 General

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's Calling Card, Prepaid Calling Card, or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card.

2.21.2 Calling Card Service

If requested by the Customer, a new Calling Card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company. The time of Customer Calls requesting replaced cards due to events described in Section 2.21.1 are noted in customer service records which the company will use to administer Calling Card services.

2.21.3 Prepaid Calling Card Service

The Company will have no liability to the Customer or any third party for any claims that a Prepaid Calling Card, Calling Card, or its PIN, has been lost, stolen, or fraudulently used. In no event will the Company be obligated to restore any Prepaid Calling Card, or Calling Card account usage or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card, or Calling Card account which such Cardholder denies having made.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 60

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.22 Terminal Equipment

Service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment will be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's Service. When such terminal equipment is used, the equipment will comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry and must not be barred by the Federal Communications Commission.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 61

Issued: December 17, 1997
Effective:

SECTION 2 - RULES AND REGULATIONS

2.23 Fraud Control

2.23.1 General

To control fraud, Service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk. The Company has no responsibility to detect fraudulent usage. The Customer is responsible for all usage.

2.23.2 Prepaid Calling Card Service and Calling Card Service

(A) Prior to Activation of PIN

- .1 The Company determines when the PIN will be activated. To help control fraud, the PIN may not be activated until the Cardholder's first utilization of the PIN.
- .2 If the Customer notifies the Company that a particular Prepaid Calling Card or Calling Card has been lost or stolen prior to the activation of its PIN, the Company will use its best efforts to ensure that such PIN is not activated.

(B) After Activation of PIN

Only one call per Prepaid Calling Card or Calling Card account will be processed at any given time.

2.24 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's premises.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 63

Issued: December 17, 1997
Effective:

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.1 Optional Calling Plans

3.1.1 TeleHub Consumer One Plus Plan

TeleHub Consumer One Plus Plan is an outbound only, postalized, long distance pricing plan. The initial period is eighteen (18) seconds. The additional period is each six (6) seconds or fractions thereof rounded up to the next six (6) second increment. There are two rate options.

(A) Rate Option 1

Rate Option 1 is available to Residential Customers and Business Customers that utilize Switched Access to reach the long distance network.

(B) Rate Option 2

Rate Option 2 is available to Residential Affinity Groups, Business Affinity Groups, or affinity groups whose membership would be classified as Residential Customers and Business Customers. To qualify for Rate Option 2, (1) the total membership of the affinity group must be in excess of 1,000 members, and (2) the members must use Switched Access to reach the long distance network. Each member location is solely responsible for its bill, and the member location is a Customer of the Company. Each member location will be billed separately for its services.

3.1.2 TeleHub Dedicated Plan

TeleHub Dedicated is an outbound only, postalized, long distance pricing plan available to Business Customers that utilize Dedicated Access to reach the long distance network. The initial period is six (6) seconds. The additional period is each six (6) seconds or fractions thereof rounded up to the next six (6) second increment.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 64

Issued: December 17, 1997
Effective:

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.2 Inbound Services

3.2.1 TeleHub Inbound 800/888

TeleHub Inbound 800/888 is an inbound only, postalized, long distance pricing plan. Calls may originate from any point in the state on any type of access but terminates via Switched Access lines between the Customer's premises and the long distance network. TeleHub 800/888 is available to Residential Customers and Business Customers that utilize Switched Access to reach the long distance network. The initial period is eighteen (18) seconds. The additional period is each six (6) seconds or fractions thereof rounded up to the next six (6) second increment.

3.2.2 TeleHub Dedicated 800/888

TeleHub Dedicated 800/888 is an inbound only, postalized, long distance pricing plan available to Business Customers that utilize Dedicated Access to reach the long distance network. Calls may originate from any point in the state on any type of access but terminate via Dedicated Access lines between the Customer's premises and the Company's or the DUC's POP in the terminating location. The initial period is six (6) seconds. The additional period is each six (6) seconds or fractions thereof rounded up to the next six (6) second increment.

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South Dakota P.U.C. Tariff No. 1
Original Page 65

Issued: December 17, 1997
Effective:

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.3 Calling Card Services

3.3.1 General

Calling Card services are available to Customers for use when Customers are away from their established primary service location. Calling Card rates and charges apply to all Calling Card calls originating and terminating in the State regardless of the billing location of the Customer account.

Access to the long distance network for the purpose of billing a call to the Customer's Calling Card can be from tone-generating or rotary-dial instruments. The Customer may access the long distance network and bill a call to their card by dialing any of the following:

- (A) 1, plus an 800/888 number, plus a valid PIN Number, and the called telephone number, or
- (B) 1, plus an 800/888 number, plus 0 to reach an operator, to complete a Calling Card call, the End User must provide the operator the called number, Calling Card number, and a valid PIN.

3.3.2 TeleHub Calling Card Services

The TeleHub Calling Card is available to Residential Customers, Business Customers, Residential Affinity Groups, Business Affinity Groups, and affinity groups whose members would be classified as Residential Customers and Business Customers. Calling Card Service is available on a stand-alone basis. The initial period is thirty (30) seconds. The additional period is each six (6) seconds or fractions thereof rounded up to the next six (6) second increment.

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South Dakota P.U.C. Tariff No. 1
Original Page 66

Issued: December 17, 1997
Effective:

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.4 Operator Services

3.4.1 General

- (A) Operator Services is any variety of telephone services which require the assistance of a long distance operator. Examples include collect calls and Person-to-Person calls. All operator services are provided by the IPP.
- (B) A collect call is a call for which applicable charges are billed to the telephone number of the called station of the Customer. Charges for collect calls will not be accepted if the called party to whom the charges are to be billed is at a payphone or institutional phone.
- (C) There are two rate elements. There is a usage charge and a surcharge. The operator dialed surcharge applies in addition to all Station-to-Station and Person-to-Person operator surcharges when the Customer has the ability to dial all the digits necessary for call completion but instead dials 00 to reach the operator to have the operator complete the call. A handicapped Customer who is unable to dial the call because of his or her handicap may request credit for the surcharge from the operator.
- (D) For all calls, the initial and additional periods are billed in increments of one (1) minute.

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Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 67

Issued: December 17, 1997
Effective:

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.4 Operator Services (continued)

3.4.2 Availability of Services

(A) Switched Access

Customers subscribing to one of the Company's outbound Services that require the Customer to utilize Switched Access to reach the long distance network can reach the operator by dialing 0 plus the called number or by dialing 00. The IPP provides the operator services through a contractual arrangement. However, the IPP operator will answer the call using the Company's name pursuant to the contractual arrangement. The Company will bill usage charges and surcharges for operator handled calls according to the rates in Section 4 of this Tariff.

(B) Dedicated Access

Operator toll assistance is available to a Customer subscribing to Dedicated Access.

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Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 68

Issued: December 17, 1997
Effective:

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.5 Prepaid Calling Card

3.5.1 Description of Prepaid Calling Card Services

Prepaid Calling Card Service is a prepaid long distance Service that allows Customers to obtain a predetermined amount of access to the Company's long distance, directory assistance Services or other Ancillary Services. The Company offers a time based Prepaid Calling Card meaning there is a fixed amount of time (i.e., minutes of 5, 10, 30, 60, or some other period of time) available to the Customer who purchases a card.

Prepaid Calling Card service is offered via "800/888" access numbers and is available to a Cardholder from any touchtone device. The Cardholder may access the Platform from anywhere in the State by dialing a universal "800/888" number plus a PIN and the called telephone number. The Cardholder hears recorded messages that guide the Cardholder through the call. The Platform validates the Cardholder's PIN and determines whether time remains on the card. If time is available on the Cardholder's account, the call is completed to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance in the Cardholder's Prepaid Calling Card account.

Calls are real-time rated during call progression. The total price of each call is calculated on the basis of time and is deducted from the available account balance associated with each Prepaid Calling Card. The Platform debits the Cardholder's account balance upon completion of each call. The Cardholder receives a warning tone one minute before the Cardholder's account balance reaches zero. Calls in progress will be terminated when the balance reaches zero.

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South Dakota P.U.C. Tariff No. 1
Original Page 69

Issued: December 17, 1997
Effective:

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.5 Prepaid Calling Card Service (continued)

3.5.2 Service Offerings

(A) TeleHub Prepaid Calling Card

The TeleHub Prepaid Calling Card is a time-based Prepaid Calling Card available to Residential Customers and Business Customers. The card is available in different periods of time from ten (10) minutes and up or in a period of time that is mutually agreed to by the Company and the Customer. The reseller is responsible for all costs associated with production and distribution of the Prepaid Calling Card to the Customer.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 70

Issued: December 17, 1997
Effective:

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.6 TeleHub Audioconferencing Service

3.6.1 General

TeleHub Audioconferencing is a Service furnishing long distance voice telecommunications between a calling station and two or more called stations. The Service requires a teleconferencing bridge port for each called station. At any time prior to the conference call, a conference call is initiated by calling the 800/888 reservation number provided by the Company.

3.6.2 Conference Entry Options

- (A) Call-In is a conference entry option which allows conference call participants to dial a prearranged telephone number to reach the Conference Bridge and join the conference call. Each conference call participant furnishes its own long distance to reach the Conference Bridge. The Call-In conference entry option is available on all TeleHub Audioconferencing Services.
- (B) 800/888 Call-In is a conference entry option which enables conference call participants to reach the Conference Bridge and join the conference call by calling a toll-free 800/888 number provided by the Company. The 800/888 Call-In conference entry option is available on all TeleHub Audioconferencing Services.
- (C) Call-Out is a conference entry option where the Coordinator calls the conference call participants to connect them to the conference call. The Call-Out conference entry option is available to Customers subscribing to TeleHub Standard Audioconferencing and TeleHub Premium Audioconferencing.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 71

Issued: December 17, 1997
Effective:

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.6 TeleHub Audioconferencing Service (continued)

3.6.3 Service Description

(A) Automated

Conference call participants are admitted to the conference call by using a predetermined code. Entry and exit tones announce arrival/departure of participants. The Service provides the capability to connect a multiple number of conference call participants in a single call. The conference entry options available are call-in and 800/888 call-in.

(B) Standard

The Coordinator announces each conference call participant and scans the call during the conference. For further assistance, a conference call participant can recall the Coordinator by signaling with the key pad. The Service provides the capability for multiple call participants on a single call.

(C) Premium

The Coordinator greets conference call participants, takes roll call, and calls back disconnected conference call participants, and is on-line throughout the entire call from set-up through completion. Constant monitoring by multiple Coordinators are assigned by the Company based on the number of participants on the call. The Service provides the capability to connect a multiple number of conference call participants on a single call.

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1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 72

Issued: December 17, 1997
Effective:

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.7 Directory Assistance

3.7.1 General

Intrastate Directory Assistance involves the supplying of assistance to a calling party in the State in determining or attempting to determine the telephone number of a party who is outside the calling party's LATA, but within the State. Calls for directory assistance within the calling party's area code are routed to and handled by the LEC or CLEC. If a Customer calls directory assistance for a call within the State but outside of the calling party's area code, the call is routed to and handled by the IPP. Person-to-Person and collect calls to directory assistance are not permitted.

3.7.2 Availability of Service

Intrastate directory assistance is available if the Customer subscribes to any outbound Service.

3.7.3 Application of Charges

The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s). Where the requested telephone number is unlisted, non-published or no record can be found, the customer is advised of this status.

South Dakota P.U.C. Tariff No. 1
Original Page 73

Issued: December 17, 1997
Effective:

SECTION 4 - TELEHUB RATES AND CHARGES

4.1 Optional Calling Plans

4.1.1 TeleHub Consumer One Plus Plan

(A) Rate Option 1

The per minute rate is \$0.320.

(B) Rate Option 2

The per minute rate is \$0.260.

4.1.2 TeleHub Direct

The per minute rate is \$0.140.

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The per minute rates is \$0.140.

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South Dakota P.U.C. Tariff No. 1
Original Page 75

Issued: December 17, 1997
Effective:

SECTION 4 - TELEHUB RATES AND CHARGES

4.3 Calling Card Services

4.3.1 TeleHub Calling Card

One per minute rate is \$0.2900.

TeleHub Network Services Corporation
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1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 76

Issued: December 17, 1997
Effective:

SECTION 4 - TELEHUB RATES AND CHARGES

4.4 Operator Services

4.4.1 Operator Toll Assistance

(A) Call Placement Charges

The following call placement charges apply to the initial minute of each operator services call placed within the State:

Station-to-Station sent-paid	\$0.85
Station-to-Station collect	\$0.85
Station-to-Station third number	\$0.85
Person-to-Person (all type calls)	\$0.85
Operator dialed surcharge*	\$1.15
Directory Assistance Call Completion	\$0.50
LEC Calling Card** Station-to-Station	
-Customer Dialed	\$0.85
-Operator Dialed	\$2.15

* This call placement charge applies in addition to all other Station-to-Station or Person-to-Person call placement charges when the Customer has the ability to dial all the digits necessary for call completion but dials instead "0" or "00" to reach the operator to have the operator complete the call. The call placement charge will be applied to all operator service calls completed by an operator except for calls which cannot be completed by the Customer due to equipment failure or trouble on the IPP's network or trouble with the Company's switch.

** The Company only accepts cards which it can identify as valid.

TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
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South Dakota P.U.C. Tariff No. 1
Original Page 77

Issued: December 17, 1997
Effective:

SECTION 4 - TELEHUB RATES AND CHARGES

4.4 Operator Services (continued)

4.4.1 Operator Services (continued)

(B) Usage Rates

Rate Mileage	Initial Period 1 Minute or Fraction Thereof			Additional Period 1 Minute or Fraction Thereof		
	Day	Evening	Night	Day	Evening	Night
0 - 10	\$3000	\$2400	\$1800	\$1800	\$1440	\$1080
11 - 16	\$3800	\$3040	\$2280	\$2000	\$1600	\$1200
17 - 22	\$3900	\$3120	\$2340	\$2200	\$1760	\$1320
23 - 30	\$4300	\$3440	\$2580	\$2400	\$1920	\$1440
31 - 40	\$4500	\$3600	\$2700	\$2600	\$2080	\$1560
41 - 55	\$4800	\$3840	\$2880	\$2900	\$2320	\$1740
56 - 85	\$5100	\$4080	\$3060	\$3200	\$2560	\$1920
86 - 124	\$5300	\$4240	\$3180	\$3400	\$2720	\$2040
125 - 244	\$5400	\$4320	\$3240	\$3600	\$2880	\$2160
245 - 475	\$5500	\$4400	\$3300	\$3800	\$3040	\$2280

4.5 Prepaid Calling Cards

4.5.1 TeleHub Prepaid Calling Card

The rate is \$.29 per minute or fraction thereof.

TeleHub Network Services Corporation
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1375 Tri-State Parkway, Suite 250
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South Dakota P.U.C. Tariff No. 1
Original Page 78

Issued: December 17, 1997
Effective:

SECTION 4 - TELEHUB RATES AND CHARGES

4.6 Audioconferencing Service

4.6.1 Application of Charges

There are two rate elements for TeleHub Audioconferencing Service. They are usage rates and set-up charges. The per minute usage rates set forth in Section 4.6.2 apply when all legs of a conference call originate and terminate within the State. The usage rates are per minute per Site.

4.6.2 Usage Rates

(A) Automated

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.40	\$.40
800/888 Call-In	\$.60	\$.60

0114559
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South Dakota P.U.C. Tariff No. 1
Original Page 79

Issued: December 17, 1997
Effective:

SECTION 4 - TELEHUB RATES AND CHARGES

4.6 TeleHub Audioconferencing Service (continued)

4.6.2 Usage Rates (continued)

(B) Standard

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.40	\$.40
800/888 Call-In	\$.60	\$.60
Call-Out	\$.60	\$.60

(C) Premium

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.50	\$.50
800/888 Call-In	\$.80	\$.80
Call-Out	\$.80	\$.80

4.6.3 Set-up Charge

The set-up charge is \$5.00 per site per call. The set-up charge applies to TeleHub Standard Audioconferencing and TeleHub Premium Audioconferencing.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 80

Issued: December 17, 1997
Effective:

SECTION 4 - TELEHUB RATES AND CHARGES

4.7 Directory Assistance Services

Direct dialed calls to directory assistance will be billed at \$.50 per call. Any calls to directory assistance utilizing an operator will be billed the directory assistance charge plus the applicable operator services charges(s) pursuant to Section 4.4.1 (A) of this Tariff.

4.8 Miscellaneous Charges

4.8.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers Calling Cards and debit card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.35 per call for all such traffic.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 81

Issued: December 17, 1997
Effective:

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

5.1 TeleHub Network Plan

5.1.1 General

TeleHub Network Plan is a combination inbound, outbound, Calling Card, Prepaid Calling Card, conference, Directory Assistance, and Operator Toll Assistance Service offering for Resellers whose end users utilize Switched Access and/or Dedicated Access to reach the DUC's long distance network or the Company's switch. The Reseller may subscribe to one or more of the Service options available under this plan.

5.1.2 Availability

The TeleHub Network Plan is available to a Reseller that meets the obligations described in Section 2.5 and Section 2.6 of this Tariff and that signs a term plan agreement or a volume plan agreement set forth in the Company's Tariff F.C.C. No. 1 for this Service.

5.1.3 Billing

The rules and regulations regarding Rendering and Payment of Bills contained in Section 2.8 of this Tariff apply to Resellers that subscribe to the TeleHub Network Plan. Charges will be direct billed by the Company or the Company's authorized billing agent to the Reseller. The Reseller may choose from the following billing format options: paper, magnetic tape, electronic data interchange, and internet.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 82

Issued: December 17, 1997
Effective:

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

5.1 TeleHub Network Plan (continued)

5.1.4 Outbound Service Offerings

(A) TeleHub Network Switched

TeleHub Network Switched is an outbound only, postalized, long distance pricing plan. The initial period is each one (1) second or fraction thereof. The additional period is each one (1) second or fraction thereof. The Reseller's end user must utilize Switched Access to reach the DUC's long distance network or the Company's switch. See Section 6.1.1 (A) of this Tariff for rates and charges.

(B) TeleHub Network Direct

TeleHub Network Direct is an outbound only, postalized, long distance pricing plan. The initial period is each one (1) second or fraction thereof. The additional period is each one (1) second or fraction thereof. The Reseller's end user must utilize Dedicated Access to reach the DUC's long distance network or the Company's switch. See Section 6.1.1 (B) of this Tariff for rates and charges.

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South Dakota P.U.C. Tariff No. 1
Original Page 83

Issued: December 17, 1997
Effective:

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

5.1 TeleHub Network Plan (continued)

5.1.5 Inbound Service Offerings

(A) TeleHub Network Switched 800/888

TeleHub Network Switched 800/888 is an inbound only, postalized, long distance pricing plan. The initial period is one (1) second or fraction thereof. The additional period is each one (1) second or fraction thereof. The Reseller's end user must utilize Switched Access to reach the DUC's long distance network or the Company's switch. For rates and charges, see Section 6.1.2 (A) of this Tariff.

(B) TeleHub Network Dedicated 800/888

TeleHub Network Dedicated 800/888 is an inbound only, postalized, long distance pricing plan. The initial period is each one (1) second or fraction thereof. The additional period is each one (1) second or fraction thereof. The Reseller's end user must utilize Dedicated Access to reach the DUC's long distance network or the Company's switch. For rates and charges, see Section 6.1.2 (B) of this Tariff.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 84

Issued: December 17, 1997
Effective:

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

5.1 TeleHub Network Plan (continued)

5.1.6 Calling Card Options

(A) General

Calling Card Service is available to Customers for use when Customers are away from their established primary Service location. Calling Card rates and charges apply to all Calling Card calls originating and terminating in the State regardless of the billing location of the Customer account.

Access to the long distance network for the purpose of billing a call to the Customer's Calling Card can be from tone-generating instruments. The Customer may access the long distance network and bill a call to their card by dialing any of the following:

- (A) 1, plus an 800/888 number, plus a valid PIN Number, and the called telephone number, or
- (B) 1, plus an 800/888 number, plus 0 to reach an operator, to complete a Calling Card call, the End User must provide the operator the called number, Calling Card number, and a valid PIN.

(B) TeleHub Network Calling Card

For the TeleHub Network Calling Card, the initial period is eighteen (18) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. The Reseller is responsible for all costs associated with production and distribution of the TeleHub Network Calling Card. For rates and charges, see Section 6.1.3 of this Tariff.

5.1.7 Operator Toll Assistance

The description of Operator Toll Assistance Services is the same as Section 3.4 of this Tariff. For rates and charges, see Section 6.1.6 of this Tariff.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 85

Issued: December 17, 1997
Effective:

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

5.1 TeleHub Network Plan (continued)

5.1.8 Prepaid Calling Card Options

(A) Description of Service

Prepaid Calling Card Service is a prepaid long distance Service that allows the Reseller's Customers to obtain a predetermined amount of access to the Company's long distance, directory assistance Services or other Ancillary Services. The Company offers a time based Prepaid Calling Card meaning there is a fixed amount of time (i.e., 5, 10, 30, 60, or some other period of time) available to the Customer who purchases a card.

Prepaid Calling Card service is offered via "800/888" access numbers and is available to a Cardholder from a touchtone or rotary phone. The Cardholder may access the Platform from anywhere in the State by dialing a universal "800/888" number plus a PIN and the called telephone number. The Cardholder hears recorded messages that guide the Cardholder through the call. The Platform validates the Cardholder's PIN and determines whether time remains on the card. If time is available on the Cardholder's account, the call is completed to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance in the Cardholder's Prepaid Calling Card account.

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of time and is deducted from the available account balance associated with each Prepaid Calling Card. The Platform debits the Cardholder's account balance upon completion of each call. The Cardholder receives a warning tone one minute before the Cardholder's account balance reaches zero. Calls in progress will be terminated when the balance reaches zero.

341-315418
TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 86

Issued: December 17, 1997
Effective:

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

5.1 TeleHub Network Plan (continued)

5.1.8 Prepaid Calling Card Options (continued)

(B) TeleHub Network Prepaid Calling Card

The TeleHub Prepaid Calling Card is a time-based Prepaid Calling Card available to Resellers. Each card is available in different periods of time from 10 minutes and up, or in a period of time that is mutually agreed to by the Company and the Reseller. The reseller is responsible for all costs associated with production and distribution of the card to the Customer. The TeleHub Network Prepaid Calling Card is available as a unit-based card or a dollar-based card in a denomination that is mutually agreed to by the Company and the Reseller. The Reseller is responsible for all costs associated with production and distribution of the TeleHub Network Prepaid Calling Card. The initial period is eighteen (18) seconds or fraction thereof, and the additional period is six (6) seconds or fraction thereof. For rates and charges, see Section 6.1.4 (A) of this Tariff.

(C) TeleHub Network Promotional Prepaid Calling Card

Promotional PIN#'s must be ordered with a minimum value of three (3) minutes and a maximum value of ten (10) minutes. These cards must be provided to consumers at no cost through promotional or advertising distribution. The cards are valid for twelve (12) months from the first call and are provided in batches of 150,000 minutes or more. The initial period is eighteen (18) seconds or fraction thereof, and the additional period is six (6) seconds or fraction thereof. For rates and charges, see Section 6.1.4 (B) of this Tariff.

TeleHub Network Services Corporation
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South Dakota P.U.C. Tariff No. 1
Original Page 87

Issued: December 17, 1997
Effective:

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

5.1 TeleHub Network Plan (continued)

5.1.9 Conference Service Options (continued)

(A) Telehub Network Audioconferencing Service

The description of the Service is the same as Section 3.6 of this Tariff. For rates and charges, see Section 6.1.5 (A) of this Tariff.

5.1.10 Directory Assistance Service Options

(A) Network Directory Assistance

The description of the Service is the same as Section 3.7 of this Tariff. For rates and charges, see Section 6.1.7 of this Tariff.

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South Dakota P.U.C. Tariff No. 1
Original Page 88

Issued: December 17, 1997
Effective:

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan

6.1.1 Outbound Service Offerings

(A) TeleHub Network Switched

The rate per minute is \$.100.

(B) TeleHub Network Direct

The rate per minute is \$.070.

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South Dakota P.U.C. Tariff No. 1
Original Page 89

Issued: December 17, 1997
Effective:

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan (continued)

6.1.2 Inbound Service Offerings

(A) TeleHub Network Switched 800/888

The per minute rate is \$0.100.

(B) TeleHub Network Dedicated 800/888

The per minute rate is \$0.070.

6.1.3 Calling Card Options

(A) TeleHub Network Calling Card

The per minute rate is \$0.2900.

6.1.4 Prepaid Calling Card Options

(A) TeleHub Network Prepaid Calling Card

The rate per minute is \$0.16.

(B) TeleHub Network Promotional Prepaid Calling Card

The rate per minute is \$0.115.

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South Dakota P.U.C. Tariff No. 1
Original Page 90

Issued: December 17, 1997
Effective:

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan (continued)

6.1.5 Conference Options

(A) Network Audioconferencing Service

.1 Application of Charges

There are two rate elements for Network Audioconferencing Service. They are usage rates and set-up charges. The per minute usage rates set forth in Section 6.1.5 (A).3 apply when all legs of a conference call originate and terminate within the State. The usage rates are per minute per Site.

.2 Set-up Charge

The set-up charge is \$5.00 per site per call. The set-up charge applies to Network Standard Audioconferencing and Network Premium Audioconferencing.

.3 Usage Rates

.a Automated

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.40	\$.40
800/888 Call-In	\$.60	\$.60

5441-00-04228
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South Dakota P.U.C. Tariff No. 1
Original Page 91

Issued: December 17, 1997
Effective:

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan (continued)

6.1.5 Conference Options

(A) Network Audioconferencing Service

.2 Usage Rates

.b Standard

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.40	\$.40
800/888 Call-In	\$.60	\$.60
Call-Out	\$.60	\$.60

.c Premium

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$.50	\$.50
800/888 Call-In	\$.80	\$.80
Call-Out	\$.80	\$.80

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South Dakota P.U.C. Tariff No. 1
Original Page 92

Issued: December 17, 1997
Effective:

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan (continued)

6.1.6 Operator Toll Assistance

(A) Surcharges

The following surcharges apply to the initial minute of each operator handled call placed within the State:

Station-to-Station sent-paid	\$0.85
Station-to-Station collect	\$0.85
Station-to-Station third number	\$0.85
Person-to-Person (all type calls)	\$0.85
Operator dialed surcharge*	\$1.15
Directory Assistance Call Completion	\$0.50
LEC Calling Card** Station-to-Station	
- Customer Dialed	\$0.85
- Operator Dialed	\$2.15

* This call placement charge applies in addition to all other Station-to-Station or Person-to-Person call placement charges when the Customer has the ability to dial all the digits necessary for call completion but dials instead "0" or "00" to reach the operator to have the operator complete the call. The call placement charge will be applied to all operator handled calls completed by an operator except for calls which cannot be completed by the Customer due to equipment failure or trouble on the IPP's network or trouble with the Company's switch.

** The Company only accepts cards which it can identify as valid.

01459147
TeleHub Network Services Corporation
Barry C. Lescher, Executive Vice President
1375 Tri-State Parkway, Suite 250
Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 93

Issued: December 17, 1997
Effective:

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan (continued)

6.1.6 Operator Toll Assistance (continued)

(B) Usage Rates

The per minute usage rate are the same as Section 4.4.1 (B) of this Tariff.

6.1.7 Network Directory Assistance

Direct dialed calls to directory assistance will be billed at \$.50 per call. Any calls to directory assistance utilizing an operator will be billed the directory assistance charge plus the applicable operator services charges(s) pursuant to Section 6.1.6 (A) of this Tariff. Person-to-person and collect calls to directory assistance are not permitted.

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Gurnee, Illinois 60031

South Dakota P.U.C. Tariff No. 1
Original Page 94

Issued: December 17, 1997
Effective:

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.2 Miscellaneous Charges

6.2.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers Calling Cards and Prepaid Calling Card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.35 per call for all such traffic.

8114543.3.1149

NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND



TeleHub Network Services Corp.

1275 Tri-State Pkwy - Suite 250
Gurnee, IL 60031
(847) 599-3000
FAX (847) 625-3616

FIRST CHICAGO
THE FIRST NATIONAL BANK OF CHICAGO
CHICAGO, ILLINOIS 60670
2-1-710

4091

PAY TO THE
ORDER OF

S. Dakota Public Utilities Com

\$250.00

Two Hundred Fifty Dollars And 00 Cents

DOLLARS

S. Dakota Public Utilities Com
State Capital
500 East Capital Avenue
Pierre SD 57501-5070

MEMO

John H. Jones

⑆004091⑆ ⑆07⑆0000⑆3⑆ 37500⑆256243⑆

TELEHUB NETWORK SERVICES CORP.

4091

LING FEE

S. Dakota Public Utilities Com
12/18/97 \$250.00

004091 12/18/97
\$250.00 \$250.00

TC97-198

\$250.00 \$250.00 \$250.00

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (605) 773-3705
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

These are the telecommunications service filings that the Commission has received for the period of:

12/19/97 through 12/23/97

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five days of this filing.

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
REQUEST FOR CERTIFICATE OF AUTHORITY			
TC97-196	Application by Eclipse Communication Corp for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/KC) "Eclipse seeks authority to provide a full range of interexchange services, including MTS, toll free 800/888, calling card, debit card and operator-assisted services. Applicant also seeks authority to provide resold and facilities-based local exchange services to consumers on a statewide basis...Eclipse may also offer local services by utilizing the switching and transport capacity of other existing telecommunications providers pursuant to negotiated or tariffed arrangements. Eclipse proposes to provide service to all exchanges currently served by U S WEST."	12/19/97	01/09/98
TC97-197	Application by ASC Telecom, Inc. for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/CH) "ASC intends to provide as its initial services "operator services" and "prepaid card" services. ASC also hereby certifies that it is complying with all requirements established under the Telephone Operator Consumer Services Improvement Act of 1990."	12/19/97	01/09/98
TC97-199	Application by TeleHub Network Services Corporation for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: DJ/KC) "Applicant seeks statewide authority to offer inbound, outbound, conference, directory assistance, calling card, prepaid calling card, and private line services to presubscribed business customers and residential customers in the State of South Dakota. Applicant does not and will not offer alternative operator services."	12/22/97	01/09/98
REQUEST FOR ELIGIBLE TELECOMMUNICATIONS COMPANY STATUS			
TC97-199	RT Communications, Inc. pursuant to 47 U.S.C. 214(e) and 47 C.F.R. 54.201 hereby seeks designation as an eligible telecommunications carrier within the local exchange areas that constitute its service area in South Dakota. (Staff: HB/CH)	12/23/97	12/29/97

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

TC 97-198
RECEIVED

FEB 25 1998

INDEMNITY BOND

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

to the

PEOPLE OF THE STATE OF SOUTH DAKOTA

BOND NO. 159116210

We, TeleHub Network Services Corporation, the principal and applicant for a CERTIFICATE OF AUTHORITY to, resell long-distance telecommunications services within the State of South Dakota, and Continental Casualty Company of 1411 Opus Place, Downers Grove, IL 60515 as an admitted surety insurer, bind ourselves unto the Consumers of TeleHub Network Services Corporation's services in South Dakota as Obligatee, in the penal sum of Twenty Five Thousand and 00/100 (\$25,000.00) DOLLARS.

The condition of the obligation are such that the principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said principal purchase this indemnity Bond, and if said principal shall in all respects fully and faithfully meet its obligations to customers for deposits and advance payments, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect and shall be used to return customer deposits and advance payments to individuals who have paid for the intrastate telecommunications services of the principal if the principal is unable to provide such services or return the deposits and advance payments to its customers for any reason.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the South Dakota Public Utility Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the South Dakota Public Utility Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. The principal will promptly reissue a bond before the end of the thirty (30) day period for an amount equal to or greater than the value of this instrument unless the parties agree otherwise. Bond may be reviewed annually upon renewal of CERTIFICATE OF AUTHORITY.

Dated this 13th day of February 1998To be effective this 13th day of February 1998

CONTINENTAL CASUALTY COMPANY

BY Kyle F. Bannister
Kyle F. Bannister, Attorney-in-FactCountersigned this 19th
day of Feb. 1998BY Benny P. Leach
(Principal)BY: Gayle A. Leach

Original Bond in
Blaire's bottom
desk drawer.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint Warren L. Stahmer, Arlene M. Kuzin, Robert J. Plank, Donald J. Meekless, Charles E. LaRocca, Kyle F. Bambule, Deborah J. Hedera,
Michael R. Horan, Individually

of Downers Grove, Illinois

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

- in Unlimited Amounts -

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

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

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 12th day of November, 1987



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

Marvin J. Cashion

Marvin J. Cashion

Group Vice President

State of Illinois, County of Will, as

On this 12th day of November, 1987, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations, that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



G-23208 B

SS

STATE OF ILLINOIS

COUNTY OF COOK

I, Kim Pettis

Notary Public of Cook County, in the State of Illinois, do

hereby certify that Kyle F. Bambule

Attorney-in-fact, of the Continental Casualty Company

who 15 personally known to me to be the same person whose name

is subscribed to the foregoing instrument, appeared before me this day in

person, and acknowledged that he signed, sealed and delivered said instrument,

for and on behalf of the Continental Casualty Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove

in said County, this 13th day of February, A.D. 1988

K. Pettis

Notary Public.

"OFFICIAL SEAL"
KIM PETTIS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Dec. 4, 1999

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
TELEHUB NETWORK SERVICES)	CERTIFICATE OF
CORPORATION FOR A CERTIFICATE OF)	AUTHORITY
AUTHORITY TO PROVIDE)	
TELECOMMUNICATIONS SERVICES IN)	TC97-198
SOUTH DAKOTA)	

On December 22, 1997, 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 TeleHub Network Services Corporation (TeleHub).

TeleHub proposes to provide Message Toll Service, Incoming 800 and Travel Card and Prepaid Card services. A proposed tariff was filed by TeleHub. The Commission has classified long distance service as fully competitive.

On December 23, 1997, the Commission electronically transmitted notice of the filing and the intervention deadline of January 9, 1998, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled March 10, 1998, meeting, the Commission considered TeleHub's request for a certificate of authority. Commission Staff recommended granting a certificate of authority as TeleHub had furnished the Commission with a surety bond.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24.02 and 20:10:24.03. The Commission finds that TeleHub has met the legal requirements established for the granting of a certificate of authority. TeleHub 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 TeleHub's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

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

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

Dated at Pierre, South Dakota, this 18th day of March, 1998.

CERTIFICATE OF SERVICE

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

By

Date

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted March 10, 1998
Docket No. TC97-198

This is to certify that

TELEHUB NETWORK SERVICES CORPORATION

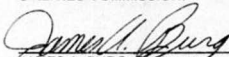
is authorized to provide telecommunications services in South Dakota.

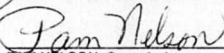
This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10 24 02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 18th day of March, 1998.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner