

KC/HY

DOCKET NO.

**In the Matter of — IN THE MATTER OF THE
APPLICATION OF NETWORK
COMMUNICATIONS INTERNATIONAL
CORP. FOR A CERTIFICATE OF
AUTHORITY TO PROVIDE
TELECOMMUNICATIONS SERVICES IN
SOUTH DAKOTA**

DATE _____

MEMORANDA

8/30	99	Filed and Docketed;
9/2	99	Weekly Filing;
9/23	99	Quoted Tariff Sheets;
2/18	00	Surety Bond;
3/6	00	Order Granting COA;
3/6	00	Docket Closed.



TC 99-090

August 25, 1999
Via Overnight Delivery

RECEIVED

AUG 30 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575

Fax: 407-740-0613

tmi@tminc.com

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

Re: Registration of Network Communications International Corp.

Dear Mr. Bullard:

Enclosed for filing are the original and ten (10) copies of the registration request of Network Communications International Corp. for authority to provide intrastate telecommunications services within South Dakota. We are enclosing a check for \$250.00 for the applicable filing fee.

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

Questions regarding this filing may be directed to me at (407) 740-8575. Thank you for your assistance.

Sincerely,

Thomas M. Forte

Consultant to Network Communications International Corp.

Enclosures

TMF/sbm

cc: W.L. Pope - NCIC
file: NCIC - SD
TMS: SDo9900

**REGISTRATION OF
NETWORK COMMUNICATIONS INTERNATIONAL CORP.**

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, Network Communications International Corp. ("NCIC") submits the following registration information:

1. The name, address and telephone number of the applicant.

Network Communications International Corp.
606 East Magrill Street
Longview, Texas 75601
Telephone: (903) 757-4455
Facsimile: (318) 757-4899

2. The name under which the Applicant will provide these services if different than in subdivision (1) of this section:

Same

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.

Network Communications International Corp. was organized on August 29, 1996, under the laws of the State of Texas.

- (b) The location of its principal office, if any, in this state and the name and address of its current registered agent.

Principal office in South Dakota: Network Communications International Corp.
has no principal offices in South Dakota.

Registered Agent: National Registered Agents, Inc.
300 South Phillips Avenue, Ste. 300
Sioux Falls, South Dakota 57502

- (c) A copy of its articles of incorporation which includes a list of the names and addresses of the corporate officers and member of the board of directors at the time of incorporation.

See Attachment II.

3. If the applicant is a corporation (continued):

(d) A list of the names and addresses of the current corporate officers and members of the board of directors.
See Attachment III.

(e) The names and addresses of the ten common stockholders who own the greatest number of shares of common stock and the number of shares owned by each.
See Attachment III.

(f) The names, address of any corporation, association, partnership, cooperative or individual holding a five percent or greater ownership or management interest in the applicant corporation. The amount and character of the ownership interest shall be indicated. A copy of any management agreement shall be attached.

See Attachment III.

(g) The names and addresses of subsidiaries owned or controlled by the applicant.

None.

4. If the applicant is a partnership, the name, title and business address of each partner, both general and limited.

Not applicable.

5. A specific description of the telecommunications services the applicant intends to offer.

NCIC's intrastate operations in South Dakota will be provided as a switchless telecommunications reseller. Calls will originate, be switched and terminated over the facilities of other carriers. For its operator assisted services, NCIC currently uses the network of AT&T.

Resold telecommunications services offered by NCIC consist of providing operator assisted services. Services are provided to transient end users throughout the State of South Dakota. Intrastate service is offered as an add-on to NCIC's interstate service.

NCIC also offers prepaid Debit Card Service that allows Customers to place calls from locations other than their normal place of business or residence. Customers dial an access code and identification code in addition to the called number. Service is paid for in advance of actual usage. Customers may choose from a variety of card denominations.

Customers may reach its Customer Service department by dialing (888) 230-4523.

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 used of the equipment.**

Network Communications International Corp. ("NCIC") is a switchless reseller of interexchange telecommunications services. NCIC originates calls via feature group D purchased by NCIC from the local exchange carrier. The calls are routed over switched access facilities to the nearest underlying carrier's point of presence. The underlying carrier transports the calls to its switch and terminates calls over its own terminating network (feature group or leased facilities).

NCIC has no plans to construct switching or transmission facilities in South Dakota.

7. **The geographic areas in which the services are, or will be, offered, including a map describing the service boundaries.**

NCIC intends to offer its services throughout the state of South Dakota.

8. **A current balance sheet and income statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; the terms and conditions of service; the access charges and a copy of the applicant's tariff book.**

Network Communications International Corp. is providing the 1998 Balance Sheet and its Income and Expense Statement as proof of its financial stability for the provision of service within South Dakota.

The terms and conditions of service, as well as all rates and charges are provided in the applicant's proposed tariff in Attachment V.

9. **The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters.**

For inquiries regarding this application and tariff, contact:

Thomas M. Forte
Technologies Management, Inc.
Consultant to Network Communications International Corp.
P.O. Drawer 200
Winter Park, Florida 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

9. (CONT'D.)

For complaints and on-going regulatory issues:

Ms. Teena J. Sessions
Network Communications International Corp.
606 East Magrill Street
Longview, Texas 75601
Toll Free: (888) 230-4523
Facsimile: (903) 534-9790

For all other matters, contact:

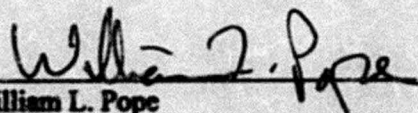
William L. Pope - President
Network Communications International Corp.
606 East Magrill Street
Longview, Texas 75601
Telephone: (903) 757-4455
Facsimile: (903) 757-4899

10. A detailed description of how the applicant intends to market services, the qualifications of its marketing sales personnel, its target market, whether the applicant engages in any multilevel marketing and copies of any company brochures used to assist in the sale of services.

NCIC utilizes telemarketing or direct sales employees to contact and market the company's services to new customers. The company does not utilize any form of multilevel marketing in the sale of its services.

Submitted by:

By



William L. Pope
President

Network Communications International Corp.

ATTACHMENT I

AUTHORITY TO OPERATE IN SOUTH DAKOTA

Secretary of State

State Capitol, Ste 204
500 East Capitol Avenue
Pierre, South Dakota
57501-5070
sdsos@sos.state.sd.us



JOYCE HAZELTINE
Secretary of State

TOM LECKEY
Deputy

FROM: Joyce Hazeltine, Secretary of State
Corporations

RE: FOREIGN CORPORATION

The application for certificate of authority has been received and filed on behalf of the name enclosed.

Enclosed is the Certificate attached to the duplicate application along with a receipt for the filing fee.

SDCL: 47-9-3 requires the filing of a corporate annual report with our office between the anniversary date of qualification and prior to the first day of the second month following. The report is due the year following qualification. An annual report form will be mailed to the corporate address listed in number five on the application for timely filing. Please contact our office if the corporate address changes or if the form is not received.

Thank you.

<http://www.state.sd.us/state/executive/sos/sos.htm>

Administration
(605) 773-3537
Fax (605) 773-6580
TDD (605) 773-5010

Corporations
(605) 773-4845
Fax (605) 773-4550

Uniform Commercial Code
(605) 773-4422
Fax (605) 773-4550

State of South Dakota



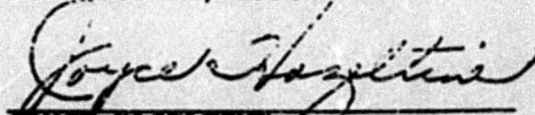
OFFICE OF THE SECRETARY OF STATE

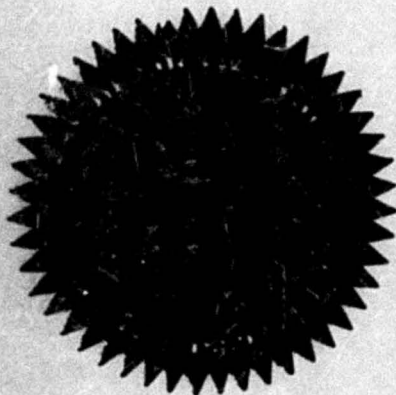
CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of NETWORK COMMUNICATIONS INTERNATIONAL CORP. (TX) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this November 24, 1998.


JOYCE HAZELTINE
Secretary of State



0) The aggregate number of its shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
100,000	Common		.01

(11) The amount of its stated capital is \$ 1,000.00

Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the Secretary of State or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT

Dated Nov 13 1998

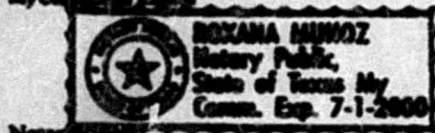
William Z. Pope
(Signature)
PRESIDENT
(Title)

STATE OF Texas
COUNTY OF Greene

I, Roxana Muñoz, a notary public, do hereby certify that on this 13th day of November 1998, personally appeared before me William Pope, who, being by me first duly sworn, declared that he/she is the President of Network Communications Int'l Corp. that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true

7-1-2000
My Commission Expires

Roxana Muñoz
(Notary Public)



Notary Seal

.....
The Consent of Appointment below must be signed by the registered agent listed in number six.

Consent of Appointment by the Registered Agent

I, NATIONAL REGISTERED AGENTS, INC., hereby give my consent to serve as the registered agent for INTERSTATE COMMUNICATIONS INTERNATIONAL CORP.

Dated November 11, 1988

Eileen Orl

(Signature of registered agent)

The proper filing fee must accompany the application. Make checks payable to the Secretary of State.

FEE SCHEDULE

Authorized capital stock of	25,000	or less	\$ 90
Over \$25,000 and not exceeding	100,000		110
Over \$100,000 and not exceeding	500,000		130
Over \$500,000 and not exceeding	1,000,000		150
Over \$1,000,000 and not exceeding	1,500,000		200
Over \$1,500,000 and not exceeding	2,000,000		250
Over \$2,000,000 and not exceeding	2,500,000		300
Over \$2,500,000 and not exceeding	3,000,000		350
Over \$3,000,000 and not exceeding	3,500,000		400
Over \$3,500,000 and not exceeding	4,000,000		450
Over \$4,000,000 and not exceeding	4,500,000		500
Over \$4,500,000 and not exceeding	5,000,000		550

For each additional \$500,000, \$40 in addition to \$550.

For purposes only of computing fees under this section, the dollar value of each authorized share having a par value shall be equal to par value and the value of each authorized share having no par value shall be equal to one hundred dollars per share. The maximum amount charged under this subsection may not exceed sixteen thousand dollars.

FILING INSTRUCTIONS:

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or its president, or any other officer. One original and one photocopy of the application must be submitted.

The application must be accompanied by an original, currently dated, **CERTIFICATE OF FACT** or a **CERTIFICATE OF GOOD STANDING** from the Secretary of State in the state where incorporated. A photocopy of a certificate is not acceptable. It should be dated within ninety (90) days of submitting it to our office.

South Dakota law requires every corporation to continuously maintain a resident of this state as the registered agent (number six on the application). The registered agent's address is considered the registered office address of the corporation in South Dakota. A complete street address must be listed for service of process.

The Consent of Registered Agent portion must be signed by the South Dakota registered agent.

Mail the application, certificate, and filing fee to the Secretary of State, Corporate Division, 500 E. Capitol Avenue, Pierre, SD 57501-3973. The duplicate and a Certificate of Authority will be returned for your records.

SECRETARY OF STATE
STATE CAPITOL
800 E. CAPITOL
PIERRE, S.D. 57501-5077
605-773-4848
FAX (605) 773-4880

FILE NO. _____
RECEIPT NO. _____

RECEIVED
NOV 24 1998
S.D. SEC. OF STATE

APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is NETWORK COMMUNICATIONS INTERNATIONAL CORP.
(Exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is _____

(3) State where incorporated TEXAS Federal Taxpayer ID# 75-2667424

(4) The date of its incorporation is 8/29/96 and the period of its duration, which may be perpetual, is PERPETUAL

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 606 EAST MAGRILL ST., LONGVIEW, TX Zip Code 75601

mailing address if different from above is: N/A Zip Code _____

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is 300 SOUTH PHILLIPS AVE., STE. #300, SIOUX FALLS, SD Zip 57102 and the name of its proposed registered agent in the State of South Dakota at that address is NATIONAL REGISTERED AGENTS, INC.

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose) _____
TELECOMMUNICATIONS SERVICES

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

Name	Officer Title	Street Address	City	State	Zip
<u>WILLIAM L. POPE</u>	<u>PRESIDENT</u>	<u>606 EAST MAGRILL ST.</u>	<u>LONGVIEW, TX</u>		<u>75601</u>
<u>JAY WALTERS</u>	<u>SEC/TREAS</u>	<u>606 EAST MAGRILL ST.</u>	<u>LONGVIEW, TX</u>		<u>75601</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>100,000</u>	<u>Common</u>	_____	<u>.01</u>
_____	_____	_____	_____

ATTACHMENT II
ARTICLES OF INCORPORATION



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

NETWORK COMMUNICATIONS INTERNATIONAL CORP.
CHARTER NUMBER 01413495

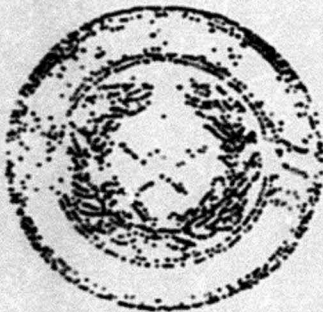
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

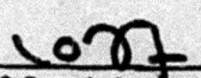
ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED AUG. 29, 1996

EFFECTIVE AUG. 29, 1996




Antonio O. Garza, Jr., Secretary of State

**ARTICLES OF INCORPORATION
OF
NETWORK COMMUNICATIONS INTERNATIONAL CORP.**

The undersigned natural person of the age of 18 years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I.

NAME

The name of the corporation is NETWORK COMMUNICATIONS INTERNATIONAL CORP.

ARTICLE II.

DURATION

The period of its duration is perpetual.

ARTICLE III.

PURPOSES

The purpose or purposes for which the corporation is organized are for the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act, including but not limited to the following:

- a. To buy, rent, sell, market, and distribute, any and all products or services in which the company desires to engage.
- b. To transact any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act; and,
- c. To have and exercise all rights and powers that are now or may hereafter be granted to a corporation by law.

The foregoing shall be construed as objects, purposes and powers, and enumeration thereof shall not be held to limit or restrict in any manner the powers hereafter conferred on this corporation by the laws of the State of Texas.

The corporation may in its bylaws confer powers, not in conflict with law, upon its directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon them by statute.

ARTICLE IV.

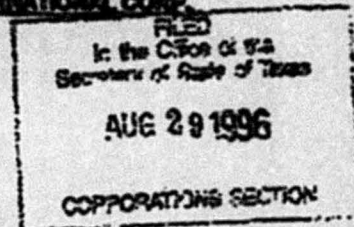
CAPITALIZATION

The aggregate number of shares which the corporation shall have authority to issue is One Hundred Thousand (\$100,000) shares at one cent (\$0.01) per value each.

ARTICLE V.

STOCK STRUCTURE

The corporation is authorized to issue only one class of shares of stock, and no distinction shall exist between the shares of the corporation or between the holders thereof.



ARTICLE VI.

PREEMPTIVE RIGHTS

The shareholders of this corporation shall not have the preemptive right to subscribe to any and all issues of shares and securities of this corporation.

ARTICLE VII.

CUMULATIVE VOTING

The shareholders shall not have the right of cumulative voting.

ARTICLE VIII.

ISSUANCE OF STOCK

The corporation will not commence business until it has received for the issuance of its shares consideration in the value of One Thousand Dollars (\$1,000.00) consisting of money, labor done, or property actually received.

ARTICLE IX.

REGISTERED OFFICE

The name of its initial registered agent and office address of said registered agent is William Louis Pope, 714 N. High St., Ste. A, Longview, TX 75601.

ARTICLE X.

INDEMNIFICATION

The corporation shall indemnify every director or officer, his heirs, executors and administrators, against expenses actually and reasonably incurred by him, as well as any amount paid upon a judgment, in connection with any action, suit or proceeding, civil or criminal, to which he may be made a party by reason of his being or having been a director or officer of the corporation, or at the request of the corporation, having been a director or officer of any other corporation of which the corporation he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in performance of duty to the corporation. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by its counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled.

ARTICLE XI.

MISCELLANEOUS

No contract or other transaction between the corporation and any other corporation shall be affected by the fact that one or more of the directors or officers of this corporation is interested in or is a director or officer of such other corporation, and any director or officer individually may be a party to or may be interested in any contract or transaction of this corporation with any person or persons, firm, or corporation shall be affected by the fact that any director or officer of this corporation is a party to or interested in such contract or transaction, or in any way connected with such person or persons, firm, association or corporation, provided that the interest in any such contract or other transaction shall be authorized or ratified by the vote of a sufficient number of directors. In the absence of fraud, no director or officer having such adverse interest shall be liable to the corporation or to any shareholder or creditor thereof, or to any other person, for any loss incurred by it under or by reason of such contract or transaction; nor shall any such director or officer be accountable for any gains or profits realized thereon. In any case described in this Article, any such director may be counted in determining the existence of a quorum at any meeting of the board of directors which shall authorize or ratify any such contract or transaction.

ARTICLE XII.

DIRECTORS

The number of directors constituting the initial board of directors is Two (2), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and qualified are: William L. Pope, Rural Route 1, SB10, Tatum, TX 75891 and Jay Dee Walters, 216 Ralph St, Longview, TX 75805.

ARTICLE XIII.

INCORPORATOR

The name and address of the incorporator is Dennis H. Taylor, 3911 McCann Road, Suite A, Longview, TX 75805.

In witness whereof, and for the purpose of forming the corporation under the laws of the State of Texas, I, the undersigned incorporator of this corporation have executed these Articles of Incorporation on this the 27 day of August, 1998.

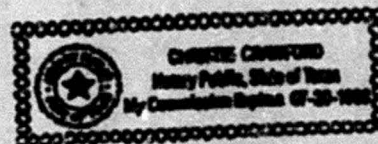
Dennis H. Taylor
Dennis H. Taylor, Incorporator

THE STATE OF TEXAS

COUNTY OF GREGG

I, the undersigned, a Notary Public do hereby certify that on this the 27 day of August, 1998, personally appeared before me, Dennis H. Taylor, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Christie Crawford
Notary Public, in and for
The State of Texas



ATTACHMENT III
OFFICERS, DIRECTORS, STOCKHOLDERS

CENTURYTEL LONG DISTANCE, INC.

CORPORATE OFFICERS/DIRECTORS

William L. Pope
Jay D. Walters

President/ Director
Chief executive Officer/ Director

STOCKHOLDERS

William L. Pope
Jay D. Walters

50%
50%

ATTACHMENT IV

FINANCIAL INFORMATION

June 30 1999 Balance Sheet & Income and Expense Statement

1998 Balance Sheet & Income and Expense Statement

NETWORK COMMUNICATIONS INT'L CORP
INCOME STATEMENT
FOR THE 6 PERIODS ENDED JUNE 30, 1999

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
Revenue:				
REVENUE				
GROSS SALES INT'L	\$2,563,265.25	99.9	\$14,171,047.07	97.3
GROSS SALES - VISA (BGC)	.00	.0	374,948.80	2.6
INTEREST INCOME - EARLY PAY FI	1,880.87	.1	11,483.48	.1
TOTAL REVENUE	2,565,146.12	100.0	14,557,479.35	100.0
TOTAL Revenue	2,565,146.12	100.0	14,557,479.35	100.0
Cost of Sales:				
COST OF SALES				
COMMISSION EXPENSE	1,325,416.95	51.7	8,380,458.54	57.6
COMMISSION EXP - DOM	32,052.45	1.2	32,052.45	.2
COMMISSION EXP - HOSI/NETCOM	38,612.89	1.5	226,049.67	1.6
ORIGINATION FEES	290,875.08	11.3	1,543,138.61	10.6
OPERATOR COST	194,261.35	7.6	1,160,062.96	8.0
OPERATOR COST - DOM	11,199.00	.4	22,397.00	.2
BILLING & COLLECTION COST	418,870.53	16.3	2,246,911.29	15.4
TOTAL COST OF SALES	2,311,288.25	90.1	13,611,070.52	93.5
TOTAL Cost of Sales	2,311,288.25	90.1	13,611,070.52	93.5
Gross Profit	253,857.87	9.9	946,408.83	6.5
Expenses:				
EXPENSES				
ADVERTISING EXPENSE	8,846.71	.3	61,565.46	.4
ADVERTISING EXPENSE - DOM	3,836.94	.1	3,836.94	.0
ACCOUNTING EXPENSE	2,377.10	.1	6,597.27	.0
AUTO EXPENSE	.00	.0	125.31	.0
BANK CHARGES	805.03	.0	4,502.14	.0
CAR ALLOWANCE	2,000.00	.1	9,000.00	.1
CHARITABLE CONTRIBUTIONS	4,207.52	.2	13,895.29	.1
DEPRECIATION - OFFICE EQUIPMEN	116.94	.0	705.49	.0
DEPRECIATION - FURNITURE	158.95	.0	959.04	.0
DEPRECIATION - COMPUTERS	326.21	.0	1,792.38	.0
MAGAZINES SUBSCRIPTIONS	.00	.0	233.05	.0
EMPLOYEE BENEFIT MISC	.00	.0	4,132.47	.0
FREIGHT EXPENSE	.00	.0	81.19	.0
GIFTS EXPENSE	119.61	.0	782.01	.0
INCOME TAX EXPENSE	25,000.00	1.0	66,083.06	.5
INSURANCE - HEALTH & DENTAL	6,903.09	.3	29,965.40	.2
INSURANCE - LIABILITY	.00	.0	(1,326.00)	.0
INSURANCE - WORKERS COMP	.00	.0	1,112.00	.0
INTEREST EXPENSE	7,993.83	.3	14,747.80	.1
LEGAL SERVICES	693.00	.0	5,123.71	.0
LICENSES EXPENSE - TARIFFS	2,000.00	.1	14,932.53	.1
MAINTENANCE & REPAIRS EXPENSE	244.72	.0	1,638.56	.0

NETWORK COMMUNICATIONS INT'L CORP
INCOME STATEMENT
FOR THE 6 PERIODS ENDED JUNE 30, 1999

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
EXPENSES	(Continued)			
MEALS & ENTERTAINMENT	\$71.54	.0 %	2,310.26	.0
OFFICE EXPENSE	868.21	.0	12,637.27	.1
Office Exp - Dom	188.02	.0	188.02	.0
PAYROLL TAX EXPENSE	1,811.28	.1	21,102.51	.1
PENSION 401K EXPENSE	1,914.44	.1	13,948.53	.1
POSTAGE EXPENSE - FEDEX	727.34	.0	5,362.58	.0
LEGAL SERVICES - COMPLIANCE	11,505.22	.4	24,495.02	.2
SALARIES EXPENSE	70,568.65	2.8	389,792.17	2.7
TELEPHONE EXPENSE	891.99	.0	5,693.29	.0
TELEPHONE LEASE EXPENSE	1,424.25	.1	7,747.50	.1
TRAVEL EXPENSE	4,950.86	.2	31,267.78	.2
TRAVEL EXP - DOM	937.52	.0	937.52	.0
SEMINARS & EDUCATION	330.00	.0	1,025.00	.0
UTILITIES EXPENSE	.00	.0	1,306.40	.0
PERSONAL PROPERTY TAXES	.00	.0	3,500.84	.0
STATE TAXES - FRANCHISE & INCO	.00	.0	3,495.81	.0
STATE FEES - COMPLIANCE	30.00	.0	966.42	.0
TOTAL EXPENSES	161,940.97	6.3	766,264.02	5.3
TOTAL Expenses	161,840.97	6.3	766,264.02	5.3
Net Income from Operations	92,016.90	3.6	180,144.81	1.2
OTHER INCOME & EXPENSE				
SUSPENSE - CUSTOMERS	19,144.76	.7	17,045.76	.1
SUSPENSE - OTHER	20,000.00	.8	.00	.0
TOTAL OTHER INCOME & EXPENSE	39,144.76	1.5	17,045.76	.1
Earnings before Income Tax	131,161.66	5.1	197,190.57	1.4
Net Income (Loss)	\$131,161.66	5.1 %	197,190.57	1.4

NETWORK COMMUNICATIONS IN'TL CORP
BALANCE SHEET
JUNE 30, 1999

Assets

CURRENT ASSET

PETTY CASH	\$61.39	
CHECKING ACCOUNT-NCIC OPERTNG	23,180.70	
CHECKING ACCOUNT - MAIN	(41,773.75)	
ESCROW ACCT - TMI (COMPLIANCE)	5,000.00	

TOTAL CURRENT ASSET		(13,531.66)

CURRENT ASSET

ACCOUNTS RECEIVABLE - ZPDI/TNS	1,292,876.74	
ACCOUNTS RECEIVABLE - ICS	553,466.49	
ACCOUNTS RECEIVABLE- BBG(VISA)	112,663.95	
ACCOUNTS RECEIVABLE - DCT COM	(751.13)	
NOTES RECEIVABLE -	1,214,469.00	
CUSTOMER ADVANCES	1,700.00	

TOTAL CURRENT ASSET		3,174,425.05

FIXED ASSETS

OFFICE EQUIPMENT	9,955.58	
FURNITURE & FIXTURES	13,533.64	
COMPUTERS	26,543.40	
INVENTORY	2,948.00	
ACCUM DEPR - EQUIPMENT	(705.49)	
ACCUM DEPR - FURNITURE	(959.04)	
ACCUM DEPR - COMPUTERS	(1,792.38)	
LAND	13,000.00	
STOCK INVESTMENT	205,297.39	

TOTAL FIXED ASSETS		267,821.10

TOTAL Assets		83,428,714.49
		=====

NETWORK COMMUNICATIONS IN'TL CORP
BALANCE SHEET
JUNE 30, 1999

Liabilities AND Equity

CURRENT LIABILITIES

ACCOUNTS PAYABLE - TRADE	\$113,707.58	
ACCOUNTS PAYABLE - COMMISSIONS	1,309,063.45	
ACCOUNTS PAYABLE - ORIGINATION	455,707.38	
ACCOUNTS PAYABLE - USF	403,860.05	
TOTAL CURRENT LIABILITIES		2,282,338.46

CURRENT LIABILITIES

FED W/H TAXES PAYABLE	(4,380.81)	
SALES TAX PAYABLE	226.88	
INCOME TAX PAYABLE	42,689.00	
TOTAL CURRENT LIABILITIES		38,535.07

NOTES PAYABLE

NOTES PAYABLE - CURRENT	143,404.87	
TOTAL NOTES PAYABLE		143,404.87
TOTAL Liabilities		2,464,278.40

EQUITY

COMMON STOCK	1,000.00	
TOTAL EQUITY		1,000.00

EQUITY

RETAINED EARNINGS - PRIOR	766,245.52	
Retained Earnings-Current Year	197,190.57	
TOTAL EQUITY		963,436.09
TOTAL Liabilities AND Equity		\$3,428,714.49

NETWORK COMMUNICATIONS INTERNATIONAL CORPORATION
BALANCE SHEET
As of December 31, 1998

ASSETS

CASH	
Cash on Hand	\$ 132.82
Cash in Bank	32,870.57
Letter of Credit	<u> </u>
	33,003.39
TOTAL CASH	
RECEIVABLES	
Accounts Receivable - International Calling Services Corporation	\$ 601,735.05
Accounts Receivable - ZPDUTNS	1,303,385.88
Notes Receivable	<u>1,012,258.20</u>
	\$ 2,917,378.23
TOTAL RECEIVABLES	
OTHER ASSETS	
Inventory	\$ 415.00
Deposits	<u> </u>
Stock Investments	180,297.38
Investment - Netcom and HOSI	<u>45,000.00</u>
	\$ 225,712.38
TOTAL OTHER ASSETS	
TOTAL CURRENT ASSETS	\$ <u>3,098,094.01</u>
FIXED ASSETS	
Furniture & Fixtures	24,828.44
Office Equipment	48,847.52
Computer Equipment	35,188.54
Telephone Equipment	<u>2,422.20</u>
Land	13,008.00
	\$ 121,494.70
	<u>62,381.00</u>
Less Accumulated Depreciation	
	\$ 59,133.70
TOTAL FIXED ASSETS	
TOTAL ASSETS	\$ <u>3,115,227.71</u>

NETWORK COMMUNICATIONS INTERNATIONAL CORPORATION
BALANCE SHEET - CONTINUED
As of December 31 1998

LIABILITIES AND STOCKHOLDERS' EQUITY

<u>CURRENT LIABILITIES</u>	
Accounts Payable - Trade	1,341,574.30
Accounts Payable - Other	859,428.55
Payroll Tax Payable	(4,300.81)
401(k) Payable	-
SEP Payable	61,252.00
Income Tax Payable	120,500.00
Note Payable - Current	<u>\$ 2,378,212.13</u>
TOTAL CURRENT LIABILITIES	
<u>STOCKHOLDERS' EQUITY</u>	
Common Stock	\$ 1,000.00
Retained Earnings	611,288.13
Prior Period Adjustment	(246,088.32)
Net Income (Loss)	<u>170,316.77</u>
TOTAL STOCKHOLDERS' EQUITY	<u>\$ 737,015.58</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 3,115,227.71</u>

-3-
See accompanying notes and accountant's report.

NETWORK COMMUNICATIONS INTERNATIONAL CORPORATION
STATEMENT OF INCOME AND EXPENSE
For the year ending December 31, 1998

INCOME

Gross Sales - International
Gross Sales - Domestic LEC
Gross Sales - Domestic TNG
Interest Income
Other Earnings
Finance Charge - Early Payments

\$ 25,887,273.75
144,178.04
80,018.82
8,105.17
10,048.81
14,573.05

\$ 26,144,253.54

TOTAL INCOME

COST OF GOODS SOLD

Commodities
Commodities - HOSI
Commodity Charge
Per Mile Mileage
Billing & Collection
International Charges
Origination Fee

\$ 15,028,866.71
38,445.95
2,774.40
888.72
6,512,675.20
520.32
3,278,844.83

\$ 24,810,625.93

TOTAL COST OF SALES

\$ 1,333,627.61

GROSS PROFIT

GENERAL EXPENSES

Accounting
Advertising
Bank Charges
Bonuses
Charitable Contributions
Car Allowance
Depreciation Expense
Dues and Subscriptions
Franchise Tax
Gifts Expense
Insurance Expense - Adm.
Insurance Expense - Business
Interest Expense
Legal Services
Maintenance & Repairs
Meals & Entertainment
Office Expense
Payroll Tax Expense
Pension - Employer Contribution
Pension - Employer 401(k)
Postage/Fedex

\$ 17,382.83
11,847.74
8,321.88
3,008.00
21,816.80
6,000.00
13,284.80
8,884.84
48,770.88
808.45
44,823.42
2,285.80
11,348.88
10,881.32
14,832.28
32,333.83
18,488.75
25,882.19
8,488.88
3,827.88
7,488.45

NETWORK COMMUNICATIONS INTERNATIONAL CORPORATION
STATEMENT OF INCOME AND EXPENSE CONTINUED
For the year ending December 31, 1998

GENERAL EXPENSES - CONTINUED

Property Taxes	637.13
Professional Services	21.60
Rent or Lease	22,914.98
Salaries	472,721.00
Shipping Charges	1,045.42
Tariff & Filing Fees	48,536.82
Telephone	35,800.22
Telephone Lease	15,728.88
Travel	100,268.84
Training-Schooling	388.00
Utilities	4,629.38
Wages	7,963.34
Gain/Loss on Sale of Assets	<u>52,200.00</u>

TOTAL EXPENSES	\$ <u>1,081,058.84</u>
NET INCOME (LOSS) BEFORE TAXES	\$ 252,688.77
FEDERAL INCOME TAX EXPENSE	\$ <u>81,752.00</u>
NET INCOME (LOSS)	\$ <u>170,936.77</u>

ATTACHMENT V

TARIFF

**SOUTH DAKOTA
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
NETWORK COMMUNICATIONS INTERNATIONAL CORP.**

This tariff contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications, including operator assisted services, by Network Communications International Corp. within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Dated: August 26, 1999

Effective:

**Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601**

TAR: SD-9900

CHECK SHEET

This tariff contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

Sheet	Revision		Sheet	Revision		Sheet	Revision	
1	Original	*	21	Original	*	41	Original	*
2	Original	*	22	Original	*	42	Original	*
3	Original	*	23	Original	*			
4	Original	*	24	Original	*			
5	Original	*	25	Original	*			
6	Original	*	26	Original	*			
7	Original	*	27	Original	*			
8	Original	*	28	Original	*			
9	Original	*	29	Original	*			
10	Original	*	30	Original	*			
11	Original	*	31	Original	*			
12	Original	*	32	Original	*			
13	Original	*	33	Original	*			
14	Original	*	34	Original	*			
15	Original	*	35	Original	*			
16	Original	*	36	Original	*			
17	Original	*	37	Original	*			
18	Original	*	38	Original	*			
19	Original	*	39	Original	*			
20	Original	*	40	Original	*			

* Indicates new or revised sheet with this filing.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

TABLE OF CONTENTS

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Table of Contents	3
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Tariff Format	6
SECTION 1 - Technical Terms and Abbreviations	7
SECTION 2 - Rules and Regulations	13
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SECTION 4 - Rates	40

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

T&E: SD-0900

APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of South Dakota by Network Communications International Corp. subject to the jurisdiction of the South Dakota Public Utilities Commission.

Dated: August 26, 1999

Effective:

**Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601**

SYMBOLS

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

- C -** To signify a changed listing, rule or condition which may affect rates or charges.
- D -** To signify discontinued material, including a listing, rate, rule or condition.
- I -** To signify an increase in rates or charges.
- L -** To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- N -** To signify new material, including a listing, rate, rule or condition.
- R -** To signify a reduction in rates or charges.
- T -** To signify a change in the wording of the text, but no change in rate, rule or condition.
- X -** To signify a correction or reissued matter.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 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 sheet version on file with the SDPUC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the SDPUC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

Dated: August 26, 1999**Effective:**

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

T&E SD-9900

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to NCIC's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending on the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

TLS: SD-9909

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network Usage for each call is deducted from the available usage balance on a Company issued Debit Account.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

T&E: SD-9900

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

NCIC - Network Communications International Corp., the issuer of this tariff.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

DSR SD-9908

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

NCIC - Network Communications International Corp., the issuer of this tariff.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated;
or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINs) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

FILE: SD-1988

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the South Dakota Public Utilities Commission to be providing operator services.

Real Time Rated - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that NCIC communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

SDPUC - South Dakota Public Utilities Commission.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

T&E: SD09900

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides operator assisted calls to transient end users originating and terminating partially or wholly within the State of South Dakota, using the Company's network configuration. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 NCIC reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

T&E: SD-0999

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Limitations, (Cont'd.)

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 All services and facilities provided under this tariff are directly or indirectly controlled by NCIC and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

RL: DAW

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of Company

2.4.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

2.4.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of Company, (Cont'd.)

- 2.4.3** NCIC shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over NCIC or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.4.4** NCIC is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** NCIC shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of Company, (Cont'd.)

2.4.6 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

2.4.7 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer before or after the expiration date assigned to each Debit Account.

2.4.8 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

2.5 Deposits

The Company does not require deposits from customers.

2.6 Advance Payments

The Company does not require advance payments from customers.

2.7 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service

2.8.1 Billing and Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.8.2 Payment for Service and Charges

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by NCIC or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, NCIC will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to NCIC for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 4 herein.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service, (Cont'd.)

2.8.2 Payment for Service and Charges, (cont'd.)

- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service, (Cont'd.)

2.8.2 Payment for Service and Charges, (cont'd.)

- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) NCIC will not bill for unanswered calls in areas where Equal Access is available, nor will NCIC knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, NCIC will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- (M) Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their Personal Identification Number (PIN).

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.10 Billing Entity Conditions

When billing functions on behalf of NCIC performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact NCIC directly. If there is still a disagreement about the disputed amount after investigation and review by NCIC or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the SDPUC.

2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.13 Denial of Access or Disconnect of Service by the Company

The Company expressly retains the right to deny access or disconnect service without incurring any liability for any of the following reasons.

2.13.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment and notice of intention to disconnect from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

2.13.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to NCIC operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Denial of Access to Service by the Company, (Cont'd.)

2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.13.4 Failure to pay a previously owed bill by the same Customer at another location.

2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.18 Promotional Offerings

2.18.1 The Company may from time to time waive or vary charges for promotional, market research or other similar business purposes. The varying charges will not exceed those in this tariff for the same services.

2.18.2 The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

2.18.3 Special offerings will not exceed a period of ninety (90) days.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Responsibilities of Aggregators

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

- 2.19.1** Aggregators must post on the telephone instrument, in plain view of Authorized Users,
- (A) The name, address, and toll-free telephone number of the provider of operator services; and
 - (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
 - (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
 - (D) Any other information required by state or federal regulatory agencies or law.
- 2.19.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.
- 2.19.3** NCIC shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if NCIC reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.20 Responsibilities of the Subscriber

- 2.20.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.20.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by NCIC on the Subscriber's behalf.
- 2.20.3** If required for the provision of NCIC's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to NCIC.
- 2.20.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and NCIC when required for NCIC personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of NCIC's Services.
- 2.20.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with NCIC's facilities or services, that the signals emitted into NCIC's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.20 Responsibilities of the Subscriber, (Cont'd.)

- 2.20.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to NCIC's equipment, personnel, or the quality of Service to other Subscribers or Customers, NCIC may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, NCIC may, upon written notification, terminate the Subscriber's service.
- 2.20.7** The Subscriber must pay NCIC for replacement or repair of damage to the equipment or facilities of NCIC caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.20.8** The Subscriber must pay for the loss through theft or fire of any of NCIC's equipment installed at Subscriber's premises.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.21 Responsibilities of Authorized Users

- 2.21.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.21.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.21.3** The Authorized User is responsible for providing NCIC with a valid method of billing for each call. NCIC reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or NCIC may refuse to place the call.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.22 Customer Inquiries or Complaints

Customer inquiries or complaints regarding service or billings may be made in writing or phone to:

Network Communications International Corp.
606 East Magrill Street
Longview, Texas 75601
(888) 230-4523

Customers may contact the South Dakota Public Utilities Commission if he or she is dissatisfied with the Company's response. The Commission can be reached at:

South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Network Communications International Corp. offers operator assisted services to transient end users. Rates for these services vary by product. All NCIC services are available 24 hours a day, seven days a week.

NCIC's Operator Assisted Service is provided for use by transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the South Dakota Public Utilities Commission and the Federal Communications Commission.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Determination of Call Duration and Timing of Calls

- 3.2.1 For Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in Section 4 of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, NCIC will reasonably issue credit for the call.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Time of Day Rate Periods**

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD					EVE	
5:00 PM TO 10:59 PM	EVENING RATE PERIOD						
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD						

- 3.3.1** Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Time of Day Rate Periods, (Cont'd.)**

3.3.2 The time when connection is established is determined in accordance with the time - standard or daylight savings - legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to direct dialed and operator assisted calls.

3.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day **	Independence Day **	Labor Day
Thanksgiving Day	Christmas Day **	President's Day *
Memorial Day *	Martin L. King Day *	Columbus Day *
Veterans Day **		

* = Applies to Federally recognized days only.

** = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 NCIC Operator Service Offerings**

Service is offered for telecommunications between points within the state of South Dakota. Service is available twenty-four hours per day, seven days per week, unless otherwise indicated.

3.5.1 Operator Services

Operator Service provides operator assisted calling services. Calls originate over switched access facilities. Customer must dial "0+ destination number" for operator assisted calls.

For operator service calls, one of the following per-call service charges applies:

(A) Customer Dialed Credit/Calling Card Charge

This charge applies in addition to usage charges for calls billed to a Commercial Credit Card or Calling Card when the Customer dials all of the digits required to route and bill the call.

(B) Operator Station Charge

This charge applies in addition to usage charges for calls placed with operator assistance, other than Customer Dialed Credit/Calling Card and Person to Person calls.

(C) Person to Person Charge

This charge applies in addition to usage charges for calls placed to a particular party at the destination number. Charges do not apply unless the specified party or an acceptable substitute is available. Calls may be billed to a third number, credit/calling card, or the called party (collect).

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 NCIC Operator Service Offerings

3.5.1 Operator Services, (Cont'd.)

(D) Operator Dialed Service Charge

This charge applies in addition to usage and per call service charges for calls when the Customer has the capability of dialing all the digits necessary to complete the call, but elects to have the operator dial the called station. The service charge does not apply to calls when operator dialing is due to technical problems with dialing or for calls placed on behalf of a handicapped person unable to dial the call.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.6 Debit Card Service**

Debit Card Service allows Customers to place calls from locations other than their normal place of business or residence. Customers dial an access code and identification code in addition to the called number. Customers may choose from a variety of card denominations. Service is paid for in advance of actual usage. Charges for the service are deducted from the available balance on the prepaid debit card. Cards may be purchased in various denominations of dollars or minutes.

3.6.1 Terms and Conditions of Service

- (A) All of the Company's debit cards are renewable. Customers may renew the cards at point of purchase or via the telephone through the use of a verifiable commercial credit card.
- (B) Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Debit Card. Air to ground and high sea service may not be completed. Calls may not be completed using rotary telephone service.
- (C) All calls must be charged against a Debit Card that has a sufficient available balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Prepaid Card is insufficient to continue the call.
- (D) All Company Debit Cards expire one (1) year from the last time the card was used. If the card is not used within a one (1) year period from date of purchase, it will expire.
- (E) The Company does not refund any unused balances in a Debit Account.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.6 Debit Card Service, (Cont'd.)****3.6.2 Discontinuance of Service**

Debit Card Service may also be discontinued or refused without notice for the following conditions:

- (A) For non-payment of any amount past due to the Company by the Customer, including non-payment of a Customer Card Account Renewal of a fully depleted balance.
- (B) When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- (C) When the established expiration date of the Customer Account is reached.

3.6.3 Description

Debit Card Service is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the organization or commercial entity upon joint agreement with the Company. The organization or commercial entity is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Company's trade mark, trade name, service mark or other image on the card. The organization or commercial entity may distribute the Company's debit cards at reduced rates or free of charge to end users.

Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a Personal Identification Number (PIN) and lists instructions for accessing and using the Company's service.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Debit Card Service, (Cont'd.)

3.6.3 Description, (cont'd.)

The Company's system informs the Customer of the Available Usage Balance remaining in the Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Debit Account on a real time basis as the call progresses.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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TRF 32-0000

SECTION 4 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3 of this tariff. Duration of each call is measured as described in Section 3.

Switched services rates may vary by product, call type, mileage, time of day and day of week. Usage charges apply to all calls and are based on the duration of the call. Operator service charges apply on a per-call basis based on the type of call made.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

REG-SD-0000

SECTION 4.0 - RATES, (CONT'D.)**4.2 Operator Services****4.2.1 Per Minute Usage Charges:**

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	En Add'l Minute	1st Minute	En Add'l Minute	1st Minute	En Add'l Minute
0-10	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
11-16	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
17-22	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
23-30	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
31-40	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
41-55	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
56-85	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
86-124	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
125-244	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
245 +	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000

Dated: August 26, 1999**Effective:**

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

T&E: SD-0700

SECTION 4.0 - RATES, (CONT'D.)**4.2 Operator Services, (Cont'd.)****4.2.2 Per Call Service Charges:**

Operator Dialed Calling Card Station: \$3.95

Operator Station

Collect: \$3.95

Billed to Third Party: \$3.95

Person to Person: \$6.50

Operator Dialed Surcharge:

Operator Must Assist Call (0+) \$2.50

Operator Assisted Call (0-) \$3.50

Location Surcharge: \$1.50

4.3 TelAmigo Debit Card

Per Minute Charge: \$0.149

Per Call Surcharge (from Payphone Location): \$0.490

4.4 Directory Assistance

Rate Per Call: \$0.95

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

DEC 2000

TECHNOLOGIES MANAGEMENT, INC.

P.O. BOX 200
210 N. PARK AVE.
WINTER PARK, FL 32789-0200
(407) 740-8575

NATIONAL
WINTER PARK, FL 32789
65-27/831

23950

6/24/1999

PAY TO THE ORDER OF South Dakota Public Service Comm.

\$ **250.00

Two Hundred Fifty and 00/100*****



South Dakota Public Service Comm.
State Capitol
Pierre, SD 57501-5070

TECHNOLOGIES MANAGEMENT, INC.

MEMO Filing fee for NCIC

#023950# 10631002771 2830066505#

C.M.A. Sibma

TECHNOLOGIES MANAGEMENT, INC.

South Dakota Public Service Comm.

08/24/1999

Bill #NCIC

8/24/1999

23950

250.00

TE99-090

Cash operating

Filing fee for NCIC

250.00

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of August 26, 1999 through September 1, 1999

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

TELECOMMUNICATIONS

TC99-089 In the Matter of the Application of @link Networks, Inc. for a Certificate of Authority to Provide Telecommunications Services, Including Local Exchange Services, in South Dakota.

@link Network's, Inc. has filed a request for a Certificate of Authority to offer resold local exchange and interexchange services to residential and business customers.

Staff Analyst: Heather Forney

Staff Attorney: Karen Cremer

Date Filed: 08/27/99

Intervention Date: 09/17/99

TC99-093 In the Matter of the Application of Network Communications International Corp. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Network Communications International Corp. has filed a request for a Certificate of Authority to offer resold intrastate telecommunications service, including a prepaid Debit Card Service.

Staff Analyst: Heather Forney

Staff Attorney: Karen Cremer

Date Filed: 08/30/99

Intervention Date: 09/17/99

ELECTRIC

EL99-015 In the Matter of the Filing by Black Hills Power and Light Company for Approval of Sample Form Tariff Revisions.

Black Hills Power and Light Company (BHPL) is filing to revise its South Dakota Electric Tariff. The requested revisions change BHPL sample forms to accommodate a new billing format.

Staff Analyst: Keith Senger

Staff Attorney: Camron Hoseck

Date Filed: 08/30/99

Intervention Deadline: 09/17/99

You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>



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32789

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Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

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

**RE: Data Request Response for Network Communications International Corp.
Docket TC99-090**

Dear Mr. Bullard:

Pursuant to a data request from Heather K. Forney, Utility Analyst with the South Dakota Commission, enclosed for filing are the original and two (2) copies of the data request response of Network Communications International Corp. regarding their application for certificate of authority and proposed tariff.

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

Questions regarding this filing may be directed to me at (407) 740-8575. Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to Network Communications International Corp.

Enclosures

TMF/sbm

cc: W. L. Pope - NCIC (w/ enclosures)
file: NCIC - SD
NCIC Binder Copy - SD
TMS: SDo9900a

September 21, 1999
Via Overnight Delivery

RECEIVED

SEP 23 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

**SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
DATA REQUEST RESPONSE
NETWORK COMMUNICATIONS INTERNATIONAL CORP.
TC99-090**

1. SDCL 49:31:03 states, "A telecommunications company has the burden to prove in its application that it has sufficient technical, financial, and managerial capabilities to offer the telecommunications services described in its application before the commission may grant a certificate of authority." ARSD 20:10:24:02(8) states that the applicant shall submit a current balance sheet, income statement, and cash flow statement. No cash flow statement was included with the application. If Network Communications International Corp. (NCIC) is unable to provide this information, I would suggest that the applicant provide a written request for a waiver of the specific rule subsections including an explanation and justification for the request. Without all of the required financial information, Commission staff is unable to determine the "financial capability" of the applicant. If staff is unable to determine NCIC's financial ability, we would request that the applicant post a \$25,000 bond naming the South Dakota Public Utilities Commission and South Dakota Consumers as beneficiaries. If the applicant agrees to this option, bond requirement language would be placed in the Commission Order granting authority. The applicant is free to apply to the Commission for removal of the bond requirement once financial capability improves or is made known. Should you wish to discuss this further, please contact me at the Commission.

Response:

Cash Flow Statements for Year End 1998 and six months ending June 30, 1999 (See Exhibit I) are attached.

2. An E-mail address for the applicant's representatives to whom all inquiries must be made regarding complaints and regulatory matters was not provided. Please do so in accordance with ARSD 20:10:24:02(9).

Response:

The email address of the Company representatives are as follows:

bpope@ncic.com
tj@ncic.com

email address of William L. Pope, President.
email address of Ms. Teena J. Sessions, Director Domestic
Customer Service

**SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
DATA REQUEST RESPONSE
NETWORK COMMUNICATIONS INTERNATIONAL CORP.**

**TC99-090
(Continued)**

3. The applicant has not included a description of how it handles customer billings and customer service matters. Please do so in accordance with ARSD 20:10:24:02(9).

Response:

The Company utilizes LEC billing. NCIC's toll-free Customer Service telephone number is (888) 230-4523. For billing or service inquiries, Customers contact NCIC's cCustomer service department directly. The customer service department is open 24 hours per day, 365 days per year. Once a call is received, NCIC's customer service staff works directly with the Customer to resolve the billing or service inquiry as expeditiously as possible.

4. ARSD 20:10:24:02(10) requires a list of "states in which the applicant is registered or certified to provide telecommunications services, whether the applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable." I did not see anywhere that this information was provided. Please do so in accordance with this rule.

Response:

Network Communications International Corp. ("NCIC") is currently undertaking certification on a nationwide basis. To date, they are certified in Arkansas (where they are certified under the name Elias Ventures), California, Colorado, Florida, Idaho, Illinois, Kansas, Kentucky, Maine, Minnesota, Mississippi, Missouri, Nebraska, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Tennessee, Texas, West Virginia and Wisconsin.

Applications for certifications are also pending in Alabama, Arizona, Indiana, Louisiana, Maryland, Nevada and Washington.

The Company has not been denied authority to operate in any state nor has it been issued a cease and desist order by any state.

Network Communications International Corp. is in good standing with the appropriate agencies in the states where they are registered and certified.

**SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
DATA REQUEST RESPONSE
NETWORK COMMUNICATIONS INTERNATIONAL CORP.
TC99-090
(Continued)**

5. Please provide information pertaining to the applicant's target market and copies of any company brochures used to assist in the sale of services in accordance with ARSD 20:10:24:02(11).

Response:

The applicant's target market is transient end users at host or subscriber locations. NCIC utilizes a direct sales force to market the owners of host or subscriber locations.

6. ARSD 20:10:24:02(12) requires that the applicant submit cost support for rates shown in the company's tariff for all noncompetitive or emerging competitive services. Please provide this information or request a waiver pursuant to ARSD 20:10:24:02(15).

Response:

Cost support data (See Exhibit II) is attached.

7. Please provide the applicant's federal tax identification number.
[ARSD 20:10:32:03(9)(b)]

Response:

The Company's federal tax identification number is 75-2667424.

8. Please include information concerning the number and nature of complaints filed against the applicant with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.
[ARSD 20:10:24:02(14)]

Response:

NCIC has had no complaints regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.

**SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
DATA REQUEST RESPONSE
NETWORK COMMUNICATIONS INTERNATIONAL CORP.
TC99-090
(Continued)**

9. The tariff does not mention a limit to the time in which a customer can dispute charges on their bill. Commission staff would recommend that the customer be given 180 days to dispute charges on a bill and that this information be included in the tariff.

Response:

The attached "Original Sheet 20" (See Exhibit III) incorporates the language required by the Commission regarding a Customer's right to dispute charges. See Section 2.8.2 (N).

10. There are two "Original Sheet 10" pages in the tariff. Staff would recommend that one of the sheets be removed.

Response:

The attached "Original Sheet 10" (See Exhibit III) is the correct sheet for the tariff.

11. NCIC's tariff attempts to limit the liability of the company. Under South Dakota law found at 49-13-1 and 49-13-1.1, a person has the right to claim damages from a telecommunications company by coming before the Commission or a court of competent jurisdiction. Please remove sections 2.4.1, 2.4.2, and 2.4.8 from the tariff. If you have any questions or concerns regarding this issue, please contact Karen Cremer, staff attorney.

Response:

Sections 2.4.1, 2.4.2, and 2.4.8 have been removed from the tariff. The attached "Original Sheets 15, 16, and 17" (See Exhibit III) reflect the changes requested by the Commission.

EXHIBIT I

NETWORK COMMUNICATIONS INTERNATIONAL CORP.

TC99-090

SOUTH DAKOTA APPLICATION

Cost Flow Statements

Year End 1998 Cash Flow Statement

Six Months Ending June 30, 1999 Cash Flow Statement

NETWORK COMMUNICATIONS INTERNATIONAL CORPORATION
STATEMENT OF CASH FLOWS
For the year ending December 31, 1988

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income	\$ 128,382.77
Adjustments to reconcile Net Income to Net Cash Provided by Operating Activities	
Depreciation	28,871.80
Increase (Decrease) in:	
Accounts Receivable	(407,288.50)
Notes Receivable	(2,000.00)
Inventory	1,000.00
Prepaids	(100,000.00)
Postpayments	65,323.00
Purchases of Capital Improvement, Equipment	
(Increase) Decrease in:	
Accounts Payable	28,782.75
Payroll Tax Payable and 401(k) Payable	(28,500.00)
Current Portion of Notes Payable	(100,000.00)
Federal Income Tax Payable	(171,252.30)
Prior Period Adjustment	
NET CASH PROVIDED - OPERATING ACTIVITIES	\$ 32,528.57
CASH BALANCE - 01/01/88	\$ 65,523.00
ENDING CASH BALANCE - 12/31/88	33,003.39
CASH BALANCE DECREASE	\$ 32,520.67

NETWORK COMMUNICATIONS IN'TL CORP
STATEMENT OF CASH FLOWS
FOR THE SIX PERIODS ENDED JUNE 30, 1999

Operating Activities:

Retained Earnings-Current Year

255,565.08

Adjustments

CHECKING ACCOUNT - MAIN	(155,658.67)
ESCROW ACCT - TMI (COMPLIANCE)	(5,000.00)
ACCOUNTS RECEIVABLE - ZPDI/TNS	10,510.24
ACCOUNTS RECEIVABLE - ICS	(101,731.44)
ACCOUNTS RECEIVABLE- BBG(VISA)	(112,663.95)
COMPUTERS	(3,898.92)
INVENTORY	(2,533.00)
ACCUM DEPR - EQUIPMENT	705.49
ACCUM DEPR - FURNITURE	959.04
ACCUM DEPR - COMPUTERS	1,792.38
ACCOUNTS PAYABLE - TRADE	85,967.69
ACCOUNTS PAYABLE - COMMISSIONS	(27,830.89)
ACCOUNTS PAYABLE - ORIGATION	(273,238.79)
ACCOUNTS PAYABLE - USF	403,860.05
NOTES PAYABLE - CURRENT	22,904.87
GROSS SALES INT'L	13,805,158.77
GROSS SALES - DOMESTIC	365,888.30
GROSS SALES - VISA (BBG)	374,948.80
INTEREST INCOME - EARLY PAY FI	11,483.48
COMMISSION EXPENSE	(8,179,262.57)
COMMISSION EXP - HOSI/NETCOM	(226,049.67)
ORIGATION FEES	(1,450,314.70)
ORIGATION COST - DOM	(34,613.61)
OPERATOR COST	(1,122,729.96)
BILLING & COLLECTION COST	(2,196,074.84)
ADVERTISING EXPENSE	(61,565.46)
ADVERTISING EXPENSE - DOM	(3,836.94)
ACCOUNTING EXPENSE	(6,597.27)
AUTO EXPENSE	(125.31)
BANK CHARGES	(4,502.14)
CAR ALLOWANCE	(9,000.00)
CHARITABLE CONTRBUTIONS	(13,895.29)
DEPRECIATION - OFFICE EQUIPMEN	(705.49)
DEPRECIATION - FURNITURE	(959.04)
DEPRECIATION - COMPUTERS	(1,792.38)
MAGAZINES SUBSCRIPTIONS	(233.05)
EMPLOYEE BENEFIT MISC	(4,132.47)
FREIGHT EXPENSE	(81.19)
GIFTS EXPENSE	(782.01)
INCOME TAX EXPENSE	(66,083.06)
INSURANCE - HEALTH & DENTAL	(27,522.19)
INSURANCE - LIABILITY	1,326.00
INSURANCE - WORKERS COMP	(1,112.00)
INTEREST EXPENSE	(14,747.80)
LEGAL SERVICES	(5,123.71)
LICENSES EXPENSE - TARIFFS	(14,932.53)
MAINTENANCE & REPAIRS EXPENSE	(1,638.56)
MEALS & ENTERTAINMENT	(2,310.26)
OFFICE EXPENSE	(12,637.27)
PAYROLL TAX EXPENSE	(21,102.51)
PENSION 401K EXPENSE	(13,948.53)

NETWORK COMMUNICATIONS IN'TL CORP
STATEMENT OF CASH FLOWS
FOR THE SIX PERIODS ENDED JUNE 30, 1999

POSTAGE EXPENSE - FEDEX	(5,362.58)
SALARIES EXPENSE	(375,792.17)
TELEPHONE EXPENSE	(5,693.29)
TELEPHONE LEASE EXPENSE	(7,747.50)
TRAVEL EXPENSE	(31,267.78)
SEMINARS & EDUCATION	(1,025.00)
UTILITIES EXPENSE	(1,306.40)
PERSONAL PROPERTY TAXES	(3,500.84)
STATE TAXES - FRANCHISE & INCO	(3,495.81)
STATE FEES - COMPLIANCE	(968.42)
SUSPENSE - CUSTOMERS	14,766.76

Total Adjustments

483,144.61

Net Cash Provided - Operating Activities

738,709.69

Investing Activities

Net Cash Used - Investing Activities

.00

Financing Activities

ACCOUNTS RECEIVABLE - DOT COM	751.13
NOTES RECEIVABLE -	(202,212.80)
CUSTOMER ADVANCES	(1,700.00)

Net Cash Provided - Financing Activities

(203,161.67)

Net Increase in Cash

Cash & Equiv. at Begin of Year

535,548.02

Cash & Equiv. at End of Year

230,804.75

766,352.77

EXHIBIT II
NETWORK COMMUNICATIONS INTERNATIONAL CORP.

TC99-090

SOUTH DAKOTA APPLICATION

Cost Support Data

NETWORK COMMUNICATIONS INTERNATIONAL CORP.

COST STUDY

Per Call Data

Average per call revenue: (5 Minute collect call)	\$8.95
Transmission Cost:	\$1.20
Billing/Collection Cost:	\$1.72
Administrative Overhead:	\$1.50
Bad Debt Allowance:	<u>\$0.29</u>
Total Cost:	\$4.71
Gross Margin Per Call:	\$4.24
Gross Margin %:	47.37%

EXHIBIT III

NETWORK COMMUNICATIONS INTERNATIONAL CORP.

TC99-090

SOUTH DAKOTA APPLICATION

REPLACEMENT PAGES

10, 15, 16, 17 and 20

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

NCIC - Network Communications International Corp., the issuer of this tariff.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

TMS: SD-9900

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of Company

2.4.1 NCIC shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over NCIC or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

2.4.2 NCIC is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

TMS: SD0999

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of Company, (Cont'd.)

- 2.4.3** NCIC shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.4** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.5** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer before or after the expiration date assigned to each Debit Account.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

TMC: SD-9900

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Deposits

The Company does not require deposits from customers.

2.6 Advance Payments

The Company does not require advance payments from customers.

2.7 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service, (Cont'd.)

2.8.2 Payment for Service and Charges, (cont'd.)

- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) NCIC will not bill for unanswered calls in areas where Equal Access is available, nor will NCIC knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, NCIC will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- (M) Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their Personal Identification Number (PIN).
- (N) A Customer has 180 days from the date of a bill to dispute a portion of their bill, notwithstanding Section 2.8(2)(A) through (M) above. While the charge is in dispute, the Customer shall only be required to pay the undisputed portion of their bill in full.

Dated: August 26, 1999

Effective:

Issued by: William L. Pope - President
606 East Magrill Street
Longview, Texas 75601

TMS: SD-9900



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Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

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

RE: Data Request # 3 (\$25,000 Bond) for Network Communications International Corp. Docket TC99-090

Dear Mr. Bullard:

Enclosed please find the original bond in the amount of \$25,000 for Network Communications International Corp.'s application for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

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

Questions regarding this filing may be directed to me at (407) 740-8575. Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to Network Communications International Corp.

Enclosures

TMF/sbm

cc: W. L. Pope - NCIC (w/ enclosures)
file: NCIC - SD
TMS: SD09900d

February 16, 2000
Overnight Delivery

RECEIVED

FEB 18 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION



TC99-090

☐ Old Republic Surety Company☐ Old Republic Insurance Company

(CHECK APPLICABLE COMPANY HEREINAFTER REFERRED TO AS THE SURETY)

BOND NO. LLI1090738

LICENSE BOND

KNOW ALL MEN BY THESE PRESENTS, That we NETWORK COMMUNICATIONS INTERNATIONAL CORP.

as Principal, and Old Republic Surety Company organized under the laws of the state of Wisconsin, as Surety, are held and firmly bound unto South Dakota Public Utilities Commission and South Dakota Customers

as Obligor in the sum of **TWENTY-FIVE THOUSAND DOLLARS & NO/100** Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligor for a license to or permit as a Intrastate telecommunication services, including prepaid calling card, or debit card services

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligor against all loss which the Obligor may be subject by reason of said Principal's non-compliance caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then the above obligation shall be void, otherwise to be and remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days notice in writing of its intention to do so to said Obligor; and provided further, that nothing herein shall affect any rights of liabilities which shall have accrued under this bond prior to the date of termination; and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the said Obligor.

The term of this bond is for a period commencing February 11, 2000 and terminating (or continuous) February 11, 2001 provided, however, this bond may be continued from year to year by continuation certificate executed by said Surety.

Signed, sealed and dated the 11 day of FEBRUARY, 2000.

Original bond is in Delaine's bottom desk drawer.

Network Communications International Corp.

Principal

By

William L. Pope
William L. Pope, PresidentOld Republic Surety Company

By

Ann Wheeler-Arn
Ann Wheeler-Arn

Attorney-in-fact

Countersigned by:

Cheryl J. Delaine
SD Resident Agent
08/03 2247 (1/00)

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

HERMES E. PAYNE, JR., STEVEN M. MCCORD, DAVID L. MCWHORTER, PHILIP G. SMITH, HANK SMITH, JESSIE M. SAVELL, MARK T. RAMSEY, ANN WHEELER-ARMN, PATRICIA A. HAWKINS, GLENDA ANN FORD, SUSIE MAYES, OF LONGVIEW, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of JANUARY 1999

David G. Menzel
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

James E. Lee
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12TH day of JANUARY 1999, personally came before me, JAMES E. LEE and DAVID G. MENZEL to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Sharon A. Ryan
Notary Public

My commission expires: 01/21/2001

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



89-6287
GANS & SMITH INSURANCE

Signed and sealed at the City of Brookfield, WI this 15 day of February 2000

Guinevere J. Stelter
Assistant Secretary

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

IN THE MATTER OF THE APPLICATION OF)
NETWORK COMMUNICATIONS)
INTERNATIONAL CORP. FOR A CERTIFICATE)
OF AUTHORITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC99-090

On August 30, 1999, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from Network Communications International Corp. (NCIC).

NCIC proposes to offer the services of a switchless telecommunications reseller. A proposed tariff was filed by NCIC. The Commission has classified long distance service as fully competitive.

On September 2, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of September 17, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its February 29, 2000, meeting, the Commission considered NCIC's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to a continuous \$25,000 surety bond.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that NCIC has met the legal requirements established for the granting of a certificate of authority. NCIC 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 NCIC's application for a certificate of authority, subject to a continuous \$25,000 surety bond. As the Commission's final decision in this matter, it is therefore

ORDERED, that NCIC's application for a certificate of authority is hereby granted, subject to a continuous \$25,000 surety bond. It is

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

Dated at Pierre, South Dakota, this 6th day of March, 2000.

CERTIFICATE OF SERVICE

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

By

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 February 29, 2000
Docket No. TC99-090

This is to certify that

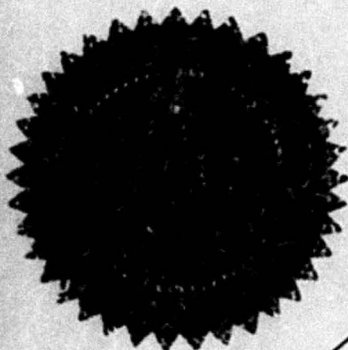
NETWORK COMMUNICATIONS INTERNATIONAL CORP.

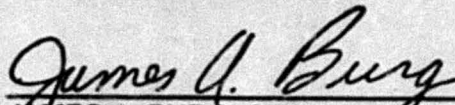
is authorized to provide telecommunications services in South Dakota.

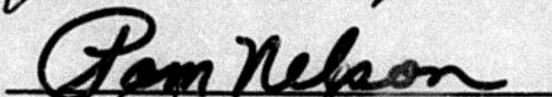
This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

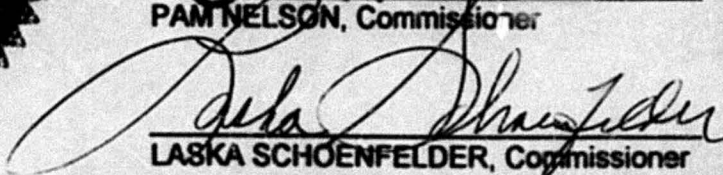
Dated at Pierre, South Dakota, this 6th day of March, 2000.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner