

TCOD-123

In the Matter of _____

IN THE MATTER OF THE
APPLICATION OF WORKNET
COMMUNICATIONS, INC. FOR A
CERTIFICATE OF AUTHORITY TO
PROVIDE TELECOMMUNICATIONS
SERVICES IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

*1/10/00 Filed and Docketed;
1/17/00 Public Hearing;
1/24/00 Public Hearing, Tariff Pages;
1/31/00 Public Hearing COA;
1/31/00 Docket Closed.*

27-0001

START

OF

RETAKE

END

OF

RETAKE

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
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405 LEXINGTON AVENUE
NEW YORK, NY 10174
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August 15, 2000

VIA OVERNIGHT DELIVERY

RECEIVED

AUG 16 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

William Bullard, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Ave.
State Capitol Building, First Floor
Pierre, South Dakota 57501

Re: Application of WorkNet Communications Inc. for Certificate of Authority to Provide Resold and Facilities-Based Interexchange Telecommunications Services Within the State of South Dakota

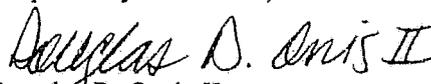
Dear Mr. Bullard:

Enclosed for filing on behalf of WorkNet Communications Inc. ("WorkNet") is an original and eleven (11) copies of WorkNet's application for a Certificate of Authority to Provide Resold and Facilities-Based Interexchange Telecommunications Services in South Dakota. Please find enclosed a check for \$250.00, made payable to the South Dakota Public Utilities Commission, to cover the requisite filing fee.

Please note that Exhibit 3 to this Application, the financial statements of WorkNet, contains confidential and proprietary information and has been filed in a separate envelope marked "Confidential" and attached only to the original of this Application. The information set forth in Exhibit 3 derives significant economic value from not being disclosed to the public and, more importantly, WorkNet's competitors may gain significant economic benefit in the event of the disclosure of such information. Therefore, WorkNet respectfully requests that Exhibit 3 be kept confidential and not be disclosed to the public.

Please date-stamp the enclosed extra copy of this letter and return it in the self-addressed, postage-paid envelope attached. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully Submitted,



Douglas D. Orvis II

Counsel for WorkNet Communications Inc.

Enclosures

cc: J. Mark Klamer (WorkNet)
Kelly A. Olson

BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

RECEIVED

AUG 16 2000

Application of)
)
WorkNet Communications Inc.)
)
For a Certificate of Authority to Provide)
Resold and Facilities-Based Interexchange)
Telecommunications Services Within the)
State of South Dakota)

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Docket No. _____

APPLICATION FOR CERTIFICATE OF AUTHORITY

WorkNet Communications Inc. ("WorkNet" or "Applicant"), by its undersigned counsel, hereby submits its Application for a Certificate of Authority to provide resold and facilities-based interexchange telecommunications services pursuant to Section 49-31-3 of the South Dakota Administrative Rules and the Rules of the Public Utilities Commission.

In support of this Application, pursuant to Section 20:10:24:02 of the Telecommunications Service Rules, WorkNet provides the following information:

1. 20:10:24:02(1). Name, address, and telephone number of applicant. Applicant's legal name is WorkNet Communications Inc. Applicant maintains its principal place of business at:

WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105
Telephone: (314) 727-7950
Facsimile: (314) 212-5401

Correspondence or communications pertaining to this Application should be directed to Applicant's attorney of record:

Douglas D. Orvis II
Swidler Berlin Shereff Friedman, LLP
1000 K Street, N.W., Suite 300
Washington, D.C. 20007-5116
Telephone: (202) 424-7500
Facsimile: (202) 424-7645

Questions concerning the ongoing operations of WorkNet following certification should be directed to:

J. Mark Klamer
Vice President, General Counsel, Secretary
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105
Telephone: (314) 727-7950
Facsimile: (314) 212-5401

2. 20:10:24:02(2). Name under which applicant will provide services. Applicant will provide the proposed services under the name of WorkNet Communications Inc.

3. 20:10:24:02(3). Legal organization.

a. 20:10:24:02(3)(a). State of organization, date of organization, and authority to transact business in South Dakota. WorkNet is a corporation organized under the laws of the State of Delaware on September 4, 1996. A copy of WorkNet's Articles of Incorporation and Certificate of Authority to Transact Business in South Dakota are both attached hereto as Exhibit 1.

b. 20:10:24:02(3)(b). Location of principal office in South Dakota and registered agent. Applicant does not currently have an office within South Dakota. WorkNet's registered agent in South Dakota is:

CT Corporation System
319 S. Coteau Street
Pierre, SD 57501

c. 20:10:24:02(3)(c). Ownership and management interest. WorkNet is a

wholly-owned subsidiary of WorkNet Communications Group, Inc. ("WorkNet Group"). WorkNet

Group is located at:

WorkNet Communications Group, Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105
Telephone: (314) 727-7950
Facsimile: (314) 212-5401

Applicant's officers and directors are as follows:

Officers

Ken Harrington	Chief Executive Officer
Wayne Smith	President and Chief Operating Officer
Michael Smith	Vice President of Eastern Region
Mary Louise Helbig	Vice President of Western Region
Michelle Wright	Vice President/Controller
Edwin T. Horton	Vice President of Development
Leo Kutz	Vice President of Engineering and Operations
J. Mark Klamer	Vice President, General Counsel and Secretary

Directors

Sanjay Jain	Chairman
Ken Harrington	
Justin Maccarone	
Charles W. Moore	
David Wells	

All officers and directors can be reached at the following address:

WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105
Telephone: (314) 727-7950
Facsimile: (314) 212-5401

WorkNet's management personnel are well qualified to execute its business plan, having extensive managerial and technical telecommunications experience. Descriptions of the

telecommunications and managerial experience of Applicant's key personnel are attached hereto as

Exhibit 2

4. 20:10:24:02(4). Partnership information. Applicant is not a partnership.

5. 20:10:24:02(5). Proposed services. Applicant proposes to provide resold and facilities-based interexchange telecommunications services to and from all points within the State of South Dakota. Applicant's services will be available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

WorkNet will offer small and medium-sized businesses a low-cost, high-speed data communications alternative to conventional telephone company copper and fiber-optic local loop facilities. WorkNet will provide cost-effective, high bandwidth connectivity that supports an integrated package of Internet access, local and long distance telephony, and data communications, using its proprietary "BitBeam" fixed wireless point-to-multipoint broadband data communications network, as well as leased local and long distance telephone facilities. BitBeam is designed to take advantage of the shift from the current voice-telephone architecture (circuit-switched design) to the more efficient, low cost data communications network architecture (packet-switched design). WorkNet believes that its wireless solution for the local loop will complement the incumbent and competitive local exchange carriers' long distance and local packet-switched networks, offering customers a high-quality, low-cost, end-to-end packet network, with substantial cost savings over conventional wire circuits.

WorkNet's BitBeam system is a wireless point-to-multipoint broadband network that allows high-speed communications between a single central base station and customer building antennas optimized to provide service throughout a 26-mile diameter metropolitan area. The Company

believes that a large portion of its target market of small and medium-sized businesses are located in large office buildings. In each building, the Company will install a small equipment cabinet housing its proprietary but inexpensive electronics package. This equipment connects at one end to the customers in that building and at the other end to an unobtrusive, 11-inch square roof-mounted plate antenna. A single antenna is sufficient to deliver all the bandwidth needs of an average-size building. All of the customer/building antennas in a metropolitan area point back to and exchange data with the Company's local central Point-of-Presence ("POP"), which consists of a small array of similar antennae mounted on a tall building or tower. WorkNet will provide the dedicated connection from the customer to the BitBeam POP and lease high capacity circuits to connect the BitBeam POP to wholesale providers of local, long distance, and other telecommunications services. Through its network design, WorkNet is able to bypass existing telephone company systems to offer an inexpensive, but reliable, alternative broadband telecommunications network.

WorkNet proposes to provide facilities-based and resold intrastate interexchange telecommunications services in the State of South Dakota including, but not limited to, 1+ direct dial message telecommunications service and 800 service. Subject to demand and overall economic circumstances, Applicant may subsequently offer additional services.

6. 20:10:24:02(6). Facilities to be used to provide services. WorkNet will use its proprietary "BitBeam" fixed wireless point-to-multipoint broadband data communications network. WorkNet will also provide interexchange telecommunications services over facilities leased from other carriers.

7. 20:10:24:02(7). Geographic area to be served. Applicant plans to provide resold and facilities-based interexchange telecommunications services to subscribers to and from all points in

South Dakota, and, therefore, seeks statewide authorization. Since WorkNet seeks authority to provide telecommunications services statewide, Applicant has not included a map showing proposed service areas.

8. 20:10:24:02(8). Financial qualifications and tariff. WorkNet has access to the financing and capital necessary to provide the proposed services as specified in this application. WorkNet does not issue annual reports nor stockholder reports. WorkNet will rely upon its existing personnel and technological and financial resources to provide the proposed telecommunications services. WorkNet's most recent financial statements, including its balance sheet, income statement, and cash flow statement, are attached hereto as Exhibit 3. Please note that the information provided in Exhibit 3 is confidential, proprietary, and non-public information and is being submitted under seal. As such, WorkNet's financial statements have been attached only to the original copy of this application in a sealed envelope labeled "CONFIDENTIAL." Pursuant to ARSD §§ 20:10:01:41-42, attached hereto as Exhibit 4 is a copy of WorkNet's request for confidential treatment. Exhibit 3 is being offered to demonstrate WorkNet's financial ability to provide the proposed services.

A copy of WorkNet's proposed tariff containing WorkNet's rates and terms and conditions of service is attached hereto as Exhibit 5.

9. 20:10:24:02(9). Complaint contact, regulatory contact, and handling of billing and customer service matters. All inquiries regarding complaints and regulatory, billing and consumer services matter should be referred to:

Linda Rouse
Director of Customer Service and Implementation
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105
Telephone: (314) 727-7950 ext. 260
Facsimile: (314) 212-5401
email: lrouse@worknet.net

Questions concerning the ongoing operations of WorkNet following certification should be directed to J. Mark Klammer at WorkNet Communications Inc., 7777 Bonhomme Avenue, Suite 2000, St. Louis, Missouri 63105.

Customers with service, billing and repair questions or complaints may reach WorkNet at its toll-free customer service number, 1-877-727-7950, for assistance.

Customers will be billed directly by Applicant or charges will be included in the subscriber's regular local telephone bill pursuant to billing and collection agreements established by Applicant with the applicable local telephone company. Applicant will render bills monthly and payment is due within thirty (30) days of receipt.

10 2010-24-02(10) Current authority to provide service. Applicant is authorized to provide facilities-based and resold local exchange and interexchange telecommunications services in Illinois, Indiana, Kansas, Kentucky, Minnesota, Missouri, North Dakota, Ohio, and Texas. WorkNet is authorized to provide interexchange telecommunications services in California, Iowa, Michigan, Montana, New Jersey, and Virginia. WorkNet is in the process of receiving local exchange and/or interexchange telecommunications services in all 48 contiguous states. WorkNet has not been denied authorization to provide service in any state and is in good standing in every state where it holds such authorization.

11 20:10:24:02(11) Marketing. WorkNet will market its service through a combination of print media and point-of-presence advertising in markets where Applicant provides services. Applicant does not intend to engage in telemarketing or multi-level marketing. Examples of marketing materials from WorkNet's website, www.worknet.net, are attached hereto as Exhibit 6.

12. 20:10:24:02(12) Cost support. The services that WorkNet has proposed herein are competitive services, therefore, WorkNet has not provided cost support for the rates shown in its tariff.

13 20:10:24:02(13) Federal tax identification number. Applicant's federal tax identification number is 43-1756237.

14 20:10:24:02(14) Slamming and cramming complaints. WorkNet is not aware of any complaints against Applicant in any jurisdiction regarding the unauthorized switching of a customer's telecommunications provider or the act of charging customers for services that have not been ordered.

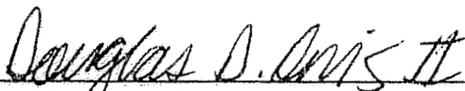
15. 20:10:24:02(15) Written request for waiver. Because WorkNet seeks authority to provide telecommunications services statewide, Applicant requests a waiver of the requirement to include a map showing the proposed service areas.

16. 20:10:24:02(16) Other information. The entry of WorkNet into the telecommunications business in South Dakota will serve the public interest by creating greater competition in the interexchange marketplace and permitting customers to achieve increased efficiencies and cost savings. WorkNet's proposed intrastate services will enhance the services available to consumers and increase consumer choice through innovative, diversified, and reliable service offerings. Consumers will benefit both directly as a result of the competitively priced service

options available from WorkNet and also indirectly as WorkNet's presence increases the incentives for other telecommunications providers to operate more efficiently, reduce prices, and offer more innovative services. Approval of this Application, therefore, will serve the public interest.

WHEREFORE, WorkNet Communications Inc. requests that the South Dakota Public Utilities Commission grant the requested Application authorizing it to provide resold and facilities-based intrastate interexchange telecommunications services in the State of South Dakota.

Respectfully submitted,



Douglas D. Orvis II

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007-5116
Telephone: (202) 424-7500
Facsimile: (202) 424-7645

Counsel for WorkNet Communications Inc.

Dated: August 15, 2000

LIST OF EXHIBITS

- EXHIBIT 1 Articles of Incorporation and
 Certificate of Authority to Transact Business
- EXHIBIT 2 Management Qualifications
- EXHIBIT 3 Financial Statements (**FILED UNDER SEAL**)
- EXHIBIT 4 Request for Confidential Treatment
- EXHIBIT 5 Proposed Tariff
- EXHIBIT 6 Example Marketing Materials
- VERIFICATION

EXHIBIT 1

**Articles of Incorporation
and
Certificate of Authority to Transact Business As a Foreign Corporation**

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "WORKNET COMMUNICATIONS INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF OCTOBER, A.D. 1996, AT 9 O'CLOCK A.M.

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



Edward J. Freel

Secretary of State

2659333 8100

AUTHENTICATION: 8164564

960309505

DATE: 10-28-96

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

WORKNET COMMUNICATIONS INC.

WORKNET COMMUNICATIONS INC. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: That its Certificate of Incorporation, filed with the Secretary of State of Delaware on September 4, 1996, is hereby amended and restated in its entirety to read as follows:

FIRST: Name: The name of the corporation is WORKNET COMMUNICATIONS INC.

SECOND: Registered Office: The registered office of the Corporation is to be located at 25 Swanton Manor, Lewes, Delaware 19958-9776, County of Sussex. The name of its registered agent is Newark Business Services, Inc.

THIRD: Purpose: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: Capitalization: The total number of shares of capital stock the Corporation shall have the authority to issue shall be 2,000,000 shares of Common Stock, par value \$.01 per share.

The following is a statement of the designations and the powers, privileges and rights, and the applications, limitations or restrictions in respect of each class of capital stock of the Corporation.

A. COMMON STOCK.

1. Voting. The holders of Common Stock are entitled to one vote for each share held at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting.

2. Dividends. Dividends shall be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors.

3. Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, all of the assets of the Corporation available for distribution to its stockholders shall be distributed ratably among the holders of the Common Stock, subject to any preferential rights of any then outstanding securities of the Corporation.

FIFTH: Indemnity: The Corporation shall, to the fullest extent legally permissible, indemnify (fully or, if not possible, partially) each of its directors and officers, and persons who serve at its request as directors or officers of another organization in which it owns shares or of which it is a creditor, against all liabilities (including expenses) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding, civil or criminal (including investigations, audits, the activities of, or service upon special committees of the board) in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his acts or omissions as such director or officer, unless in any proceeding he shall be finally adjudged not to have acted in good faith in the reasonable belief that his action was in the best interest of the Corporation; provided, however, that such indemnification shall not cover liabilities in connection with any matter which shall be disposed of through a compromise payment by such director or officer, pursuant to a consent decree or otherwise, unless such compromise shall be approved as in the best interest of the Corporation, after notice that it involved such indemnification, (a) by a vote of the directors in which no interested director participates, or (b) by a vote or the written approval of the holders of a majority of the outstanding stock at the time

having the right to vote for directors, not counting as outstanding any stock owned by any interested director or officer. Such indemnification may include payment by the Corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under these provisions. The rights of indemnification hereby provided shall not be exclusive of or affect other rights to which any director or officer may be entitled. As used in this paragraph, the terms "director" and "officer" include their respective heirs, executors and administrators, and an "interested" director or officer is one against whom at such the proceedings in question or another proceeding on the same or similar grounds is then pending.

Indemnification of employees and other agents of the Corporation (including persons who serve at its request as employees or other agents of another organization in which it owns shares or of which it is a creditor) may be provided by the Corporation to whatever extent shall be authorized by the directors before or after the occurrence of any event as to or in consequence of which indemnification may be sought. Any indemnification to which a person is entitled under these provisions may be provided although the person to be indemnified is no longer a director, officer, employee or agent of the Corporation or of such other organization. It is the intent of these provisions to indemnify directors and officers to the fullest extent not specifically prohibited by law, including indemnification against claims brought derivatively, in the name of the Corporation, and that such directors and officers need not exhaust any other remedies.

SIX: Meetings, Elections: Meetings of the stockholders may be held within or without the State of Delaware, as the Bylaws may provide. Subject to the provisions of any law or regulation, the books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. The election of directors need not be by written ballot unless the Bylaws so provide.

SEVENTH: Bylaws: The board of directors of the Corporation is authorized and empowered from time to time in its discretion to make, alter, amend or repeal Bylaws of the Corporation, except as such power may be restricted or limited by the General Corporation Law.

EIGHTH: Compromise or Arrangement: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provision of Section 271 of the General Corporation Law, or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Section 279 of the General Corporation Law, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of the Corporation, as the case may be, and also on the Corporation.

NINTH: Exculpation: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law: (i) for any breach of the director's Duty of Loyalty (as herein defined) to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. For purposes of this provision, Duty of Loyalty means, and only means, the duty not to profit personally at the expense of the Corporation and does not include

conduct, whether deemed violation of fiduciary duty or otherwise, which does not involve personal monetary profit.

TENTH: Reservation of Amendment Power: Subject to the limitations set forth herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

ELEVENTH: Management: Except as otherwise required by law, by the Certificate of Incorporation or by the Bylaws of the Corporation, as from time to time amended, the business of the Corporation shall be managed by its board of directors, which shall have and may exercise all the powers of the Corporation. The board of directors of the Corporation is hereby specifically authorized and empowered from time to time in its discretion to determine the extent, if any, to which and the time and place at which, and the conditions under which any stockholder of the Corporation may examine books and records of the Corporation, other than the books and records now or hereafter required by statute to be kept open for inspection of stockholders of the Corporation.

TWELFTH: Liquidation: Any vote or votes authorizing liquidation of the Corporation or proceedings for its dissolution may provide, subject to the rights of creditors and rights expressly provided for particular classes or series of stock, for the distribution pro rata among the stockholders of the Corporation of the assets of the Corporation, wholly or in part in kind, whether such assets be in cash or other property, and may authorize the board of directors of the Corporation to determine the value of the different assets of the Corporation for the purpose of such liquidation and may authorize the board of directors of the Corporation to divide such assets or any part thereof among the stockholders of the Corporation, in such manner that every stockholder will receive a proportionate amount in value (determined as aforesaid) of cash or property of the Corporation upon such liquidation or dissolution even though each stockholder may not receive a strictly proportionate part of each such asset.

THIRTEENTH: Purchase of Shares: The Corporation may purchase directly or indirectly its own shares to the extent the money or other property paid or the indebtedness issued therefore does not (i) render the Corporation unable to pay its debts as they become due in the usual course of business or (ii) exceed the surplus of the Corporation, as defined in the General Corporation Law. Notwithstanding the limitations contained in the preceding sentence, the Corporation may purchase any of its own shares for the following purposes, provided that the net assets of the Corporation, as defined in the General Corporation Law, are not less than the amount of money or other property paid or the indebtedness issued therefor: (i) to eliminate fractional shares; (ii) to collect or compromise indebtedness owed by or to the Corporation; (iii) to pay dissenting shareholders entitled to payment for their shares under the General Corporation Law; and (iv) to effect the purchase or redemption of redeemable shares in accordance with the General Corporation Law.

FOURTEENTH: Governance Provisions

A. **Supermajority Approval to Enact Fundamental Corporate Changes:** Notwithstanding any other provision of this Certificate of Incorporation, the affirmative vote of the holders of at least 80 percent of the outstanding shares of capital stock of the Corporation entitled to vote shall be required to approve: (1) any sale, lease or exchange of all or substantially all of the property and assets of the Corporation, including its goodwill and its corporate franchises; (2) any action taken to dissolve the Corporation; (3) any merger or consolidation of the Corporation with any other corporation, joint-stock or other association, trust or enterprise; (4) the removal of a director other than for cause; or (5) the amendment, change, elimination or repeal of Article Fourteenth of this Certificate of Incorporation.

FIFTEENTH: Section 203 Opt Out

The Corporation hereby elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware as from time to time in effect or any successor provision thereto.

State of South Dakota



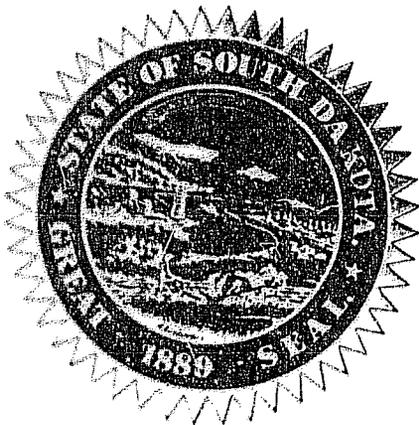
OFFICE OF THE SECRETARY OF STATE

Certificate of Authority

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this May 26, 2000.



A handwritten signature in cursive script, reading "Joyce Hazeltine".

Joyce Hazeltine
Secretary of State

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL
PIERRE, S.D. 57501-5077
605-773-4845
FAX (605) 773-4550

FILE NO. _____
RECEIPT NO. _____

RECEIVED

MAY 13 2000

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 WorkNET Communications Inc.
(Exact corporate name)

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

(3) State where incorporated Delaware Federal Taxpayer ID# 43-1756237

(4) The date of its incorporation is September 4, 1996 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 25 Graystone Manor, Lewes, Delaware Zip Code 19958-9776

mailing address if different from above is: Same 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 c/o C T Corporation System, 319 S. Coteau Street, Pierre, South Dakota Zip 57501
and the name of its proposed registered agent in the State of South Dakota at that address is C T Corporation System

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose) provision of telecommunications services

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

Name	Officer Title	Street Address	City	State	Zip
<u>See attached list of directors and</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>37,000,000</u>	<u>Common Stock</u>	<u>none</u>	<u>\$0.01</u>
<u>1,000,000</u>	<u>Preferred Stock</u>	<u>none</u>	<u>\$0.01</u>

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

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>11,169,572</u>	<u>Common Stock</u>	<u>none</u>	<u>\$0.01</u>
<u>159,000</u>	<u>Preferred Stock</u>	<u>none</u>	<u>\$0.01</u>

(11) The amount of its stated capital is \$ 113,286
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 April 10 19 2000
[Signature]
(Signature) Kenneth Harrington
President
(Title)

State of Missouri
County of St. Louis

On this 10th day of April, 192000, before me M. E. Burns personally appeared Kenneth Harrington, known to me, or proved to me, to be the President of the corporation that is described in and that executed the within instrument and acknowledged to me that such corporation executed same.

My Commission Expires: AME 4/10/03 M. E. Burns
Notarial Seal Notary Public - Notary Seal (Notary Public)
STATE OF MISSOURI

My Commission Expires: Aug 4, 2003
The Consent of Appointment below must be signed by the registered agent listed in number six.

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, C T Corporation System, hereby give my consent to serve as the registered agent for WorkNET Communications Inc.
(name of registered agent) (corporate name)
Dated 5 - 25 - 2000
By: [Signature]
C T CORPORATION SYSTEM
(signature of registered agent)

	or less	\$ 90
Over \$25,000 and not exceeding	100,000	110
Over \$100,000 and not exceeding	500,000	130
Over \$500,00 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 \$500.

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 subdivision may not exceed sixteen thousand dollars.

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

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. 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 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, Pierre, SD 57501-5070. The duplicate and a Certificate of Authority will be returned for your records.

**Officer/Director Rider for
WorkNET Communications Inc.**

Officers:

<u>Office</u>	<u>Name/Address</u>
President & CEO	Ken Harrington 7 Maryhill St. Louis, MO 63124
President - Eastern Region	Michael Smith 2 Powder Creek Belleville, IL 62226
President - Western Region	Mary Louise Helbig 1 Quarry Road Golden Eagle, IL 62036
Vice President - Engineering	Leo Kutz 8710 Florence Avenue St. Louis, MO 63144
Vice President - Controller	Michelle Wright 657 Bugle Hill Florissant, MO 63034
Secretary	J. Mark Klamer 62 Aberdeen Place Clayton, MO 63102
Treasurer	Sanjay K. Jain 25 Portland Place St. Louis, MO 63124

Directors:

Ken Harrington
7 Maryhill
St. Louis, MO 63124

Sanjay K. Jain
25 Portland Place
St. Louis, MO 63108

David Wells
Alltype Fire Protection Company
9995 Page Avenue
St. Louis, MO 63132

Justin Maccarone
299 Park Avenue
New York, NY 10171

Charles W. Moore
299 Park Avenue
New York, NY 10171

EXHIBIT 2

Management Qualifications

MANAGERIAL AND TECHNICAL QUALIFICATIONS

The Company's strategic focus is to recruit, retain and incentivize a cadre of experienced executives with successful track records in the datacom and telecom industries and with proven success in implementing regional/local market entry plans. WorkNet's senior managers have over 200 years of collective experience in telecommunications, wireless communications systems architecture, design and engineering, data communications protocols and computer networking.

- **Sanjay Jain, Chairman**, co-founded the Company and was President and CEO from its inception until June 1998. Although Mr. Jain is relatively new to the telecommunications field, he has extensive experience in business and finance. Prior to 1998, Mr. Jain was Managing Director of Battery Capital Inc., a private investment firm, and, since 1992, has held various executive positions at several startup companies in connection therewith, including CFO of MedPower Inc., a New York-based healthcare systems design company; CEO of Bookline.com, a Princeton-based pioneer in Internet book selling; and CFO of BAM! Software Inc., a New York-based CD-ROM and digital effects publishing company (all three of which were subsequently purchased by other companies). Prior to 1992, Mr. Jain was a senior attorney in the Mergers & Acquisitions/Corporate Finance groups at Skadden, Arps, Slate, Meagher & Flom in New York City. Mr. Jain holds an AB from Harvard University and a JD from Stanford University. He is a director of Boundary Information Group Inc. (Denver) and 2Market Networks Inc. (San Francisco), and is a member of the New York, California and Missouri Bars.
- **Ken Harrington, CEO** since June 1998, has over 25 years of experience in the communications and computer industry. Prior to joining WorkNet, he served as President of The Bayberry Group Inc., a management consulting firm that specializes in the CLEC and telecommunications industry. Under Mr. Harrington, from 1996 to 1998, The Bayberry Group was involved in helping new market entrants raise over \$750 million in capital market and acquisition-related financings. Prior to founding The Bayberry Group, Mr. Harrington served as the Vice President and General Manager of Consolidated Communications (now part of McLeod USA), a \$250 million long distance and competitive local exchange company based in the Midwest, with responsibility for carrier and business sales of long distance, local service, private line, and Internet services. He has also worked with Booz, Allen & Hamilton; Unisys; Nynex and several large telecommunications service and equipment manufacturers. In 1985, he was part of the senior management team that took Transnational Industries (a defense technology contractor) public. He has a MBA from Wharton and a BS in Business Administration from the University of Vermont.
- **Wayne Smith, President and COO** since April 2000, he has over 20 years of experience in the communications industry. Prior to joining WorkNet, he served as President of TXU Communications Businesses, one of the five largest investor-owned energy businesses in the U.S.A. Under Mr. Smith, TXU Communications has begun to launch a CLEC offering in five new markets and has nearly doubled its access lines. Prior to TXU, Mr. Smith was appointed President and COO of Illinois Consolidated Telephone Company ("ICTC")

following the merger of Consolidated Communications with McLeod USA. Responsibilities included leadership to the business, directing and managing day to day operations, long range planning, and managing a diverse group of stockholders including the union, the consumers, the community, and the internal stakeholders. Prior to ICTC, Mr. Smith was President of Consolidated Communications Directories ("CCD"), one of the top independent directory publishers in the nation. While President, CCD doubled growth in revenue and income in just over three years. Mr. Smith was also the General Manager of the Missouri Region for CyberTel Cellular, an Ameritech subsidiary. While General Manager, the region achieved 200 percent of the company's ten-year business plan in less than three years. Previous telecommunications experience includes 12 years with Southwestern Bell Corporation in a variety of key positions at the corporate level and within its deregulated national subsidiaries in the areas of yellow pages, wireless, and telecom.

- **Michael Smith, President of Eastern Region**, was formerly Director Greater Missouri Region for Consolidated Communications/McLeod USA where he was responsible for sales and marketing of Internet, long distance, data, and local services to business customers in Missouri, Illinois, and other selected geographic areas. He successfully launched Consolidated Communications' competitive local and long distance service offerings in Central Illinois. He has over 11 years of experience in the telecommunications industry, including two startup situations, and has a demonstrated track record in developing and implementing regional/local market entry plans. Mr. Smith has a BA from St. Louis University.
- **Mary Louise Helbig, President of Western Region**, was formerly Vice President-Information Technologies and Systems for Consolidated Communications/McLeod USA. She has spent the majority of her career in the telecommunications industry, with over 10 years focused in the cellular and wireless arena. She has successfully led the rapid multi-city rollout of cellular offerings in the Midwestern U.S. and the Caribbean. Additionally, Ms. Helbig has experience in new ventures and mergers & acquisitions, most notably as a team member managing the \$525 million sale of Cybertel Corp. to Ameritech. She has a MBA from Washington University and a B.A. from St. Louis University.
- **Michelle Wright, Vice President/Controller**, has over 10 years of telecommunications experience in the finance, billing and systems and recently served as network and field operations controller for Concentric Networks, a publicly-traded Internet service provider. Ms. Wright's responsibilities included budgeting and financial reporting for the nationwide network that had 40,000 ports and 160 POPs. Prior to that, she led the integrated billing and finance operations for Consolidated Communications. Ms. Wright holds a BS in Accounting from Olivette University.

- **Edwin T. Horton, Vice President of Development**, is a co-founder of the Company and is also the founder of Navigation Corporation, an internationally-recognized firm which designs and develops a wide range of leading-edge wireless communications technologies and which developed the Company's BitBeam wireless technology. Prior thereto, Mr. Horton was President of Satellite Technology Services, Inc., a designer and major manufacturer of consumer satellite receivers for the C-Band DBS market and of avionics products for the general aviation market. Mr. Horton was also President of Gateway Telephone, a joint venture with Sampo Corporation of Taiwan which designed and manufactured handheld cellular telephones. Mr. Horton holds a BSEE from Auburn University with graduate work in Business from Florida Institute of Technology. He is the author or co-author of six (6) U.S. and foreign patents in the fields of encrypted satellite distribution systems, RF circuit design and satellite positioning systems.
- **Leo F. Kutz, Jr., Vice President of Engineering and Operations**, has nearly 20 years of industry experience, most recently leading the design and construction of a multi-million dollar, multi-state fiber optic and voice switching system deployment of McLeod USA, a \$600 million super-regional CLEC. At McLeod USA, Mr. Kutz's responsibilities included managing a staff of 65 engineers and an annual capital budget of \$165 million. Prior to that, Mr. Kutz held numerous telecommunications related management and engineering positions with A.G. Edwards and Sons, Consolidated Communications, LDX NET and the Union Pacific Railroad. He has nearly 20 years of telecommunications engineering experience and is a member of the Institute of Electrical and Electronic Engineers. He has an MA in Telecommunications Management from Webster University and a BSEET from Southern Missouri State University.
- **J. Mark Klamer, Vice President - General Counsel and Secretary**, was formerly a senior partner at the international law firm of Bryan Cave LLP, where he remains Of Counsel. In his 15 years at Bryan Cave, Mr. Klamer specialized in corporate finance, mergers and acquisitions, and general tax and corporate matters, advising a number of high technology companies in the software, telecommunications and Internet industries. Mr. Klamer holds a BA from the University of Virginia (High Honors) and a JD from Harvard Law School (Magna Cum Laude). He has been published in both the Harvard and the University of Chicago Law Reviews and is a member of the Missouri and Washington D.C. Bars.

Board of Directors. The Company's Board of Directors has a total of five seats, two of which are held by Messrs. Harrington and Jain, and three of which are held as follows:

- **Justin Maccarone**, has been a Partner of UBS Capital LLC sine 1993 and prior thereto was a Senior Vice President in Private Equity at GE Capital. He is a graduate of Trinity College and earned an MBA from Columbia University. Mr. Maccarone is a Director of Fiber Communications Inc., Communications Supply Corp., American Sports Products Group, Trussway Corp. and Davel Communications.

- **Charles W. Moore**, has been a Principal of UBS Capital LLC since March of 1997. Prior thereto, Mr. Moore was an Associate of Greenwich Street Capital Partners LLC since November 1994 and before that in the Mergers and Acquisitions Division of Morgan Stanley & Co. Mr. Moore is a graduate of the University of Michigan and earned his MBA from The University of Chicago. Mr. Moore is a member of the Board of Directors of Fiber Communications Inc. - a West Coast CLEC, PF.NET - a long haul fiber telecom company and ETM Entertainment Network, an Internet ticketing company.
- **David Wells**, has been, since 1998, Vice President of Development at Alltype Fire Protection Company in St. Louis—a super-regional company that sells and services fire safety products and equipment. Prior to that and since 1990, Mr. Wells was a Manager at Arthur Andersen LLP in New York city, where he specialized in financial due diligence in connection with significant corporate transactions and restructuring. Mr. Wells holds a BS in Economics from Trinity College and an MS from New York University.

EXHIBIT 3

Financial Statements

(FILED UNDER SEAL)

CONFIDENTIAL

[/]

EXHIBIT 5

Proposed Tariff

WORKNET COMMUNICATIONS INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO INTRASTATE TOLL TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF SOUTH DAKOTA

This tariff applies to the Intrastate Toll Telecommunications Services furnished by WorkNet Communications Inc. ("WorkNet" or "Company") between one or more points in the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 7777 Bonhomme Avenue, Suite 2000, St. Louis, Missouri 63105.

Issued: August 16, 2000

Effective:

By: Michelle Wright, Vice President -Controller
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
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15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
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21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

* New or revised page.

Issued: August 16, 2000

Effective:

By: Michele Wright, Vice President, Finance and Controller
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET	1
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS	3
TARIFF FORMAT	4
EXPLANATION OF TERMS	5
SECTION 1 - APPLICATION OF TARIFF	8
SECTION 2 - GENERAL RULES AND REGULATIONS	9
SECTION 3 - DESCRIPTION OF SERVICES	31
SECTION 4 - RATE SCHEDULES	34

Issued: August 16, 2000

Effective:

By: Michelle Wright, Vice President- Controller
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
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EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including but not limited to a listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule 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.
- (T) To signify a change in wording of text but no change in rate, rule, or condition.

Issued: August 16, 2000

Effective:

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St. Louis, Missouri 63105

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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EXPLANATION OF TERMS

Agent- A person, firm, company, corporation, or other entity who is authorized to distribute Calling Cards to Customers or Users on the Company's behalf.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Company to identify the origin of the service User so it may rate and bill the call. All authorization codes shall be the sole property of Company and no subscriber 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.

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

Company, Carrier or WorkNet - Refers to WorkNet Communications Inc.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Commission - Refers to the South Dakota Public Utilities Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

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EXPLANATION OF TERMS (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. A "Carrier Customer" is a Customer which is a Common Carrier (as defined hereinabove).

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 Company.

Dedicated Access - Dedicated access denotes outbound long distance traffic delivered to a Company Point of Presence ("POP") via dedicated facilities and terminated over the Company network.

Direct Dialed Call - The term "Direct Dialed Call" denotes a telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area which 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. One or more designated exchanges comprise a given Local Access and Transport Area (LATA).

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

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EXPLANATION OF TERMS (Cont'd)

Local Exchange Carrier (LEC) - The term "Local Exchange Carrier" denotes any telephone company that has been granted a Certificate of Public Convenience and Necessity by a State Commission which provides local telephone service to Customers within a defined exchange.

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

Points of Presence - The term "Points of Presence" denotes the sites where Company provides a network interface with facilities provided by other Common Carriers, Local Exchange Carriers or Customers for access to the local area network.

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

Service - All telecommunications services provided pursuant to this tariff.

Subscriber/Customer - The person or legal entity which enters into arrangements for Company's telecommunications services and is responsible for payment of Company's services.

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

User - The person(s) utilizing Company's services.

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Section 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the service offerings, rates, terms and conditions applicable to intrastate interexchange telecommunications services provided by WorkNet Communications Inc., as follows:

The furnishing of interexchange intrastate telecommunications services to customers within the State of South Dakota.

1.1.1 Service Territory

WorkNet Communications Inc. will provide service within the State of South Dakota.

1.1.2 Availability

Service is available where facilities permit. Only those for which rates are provided are currently available. Only those services for which rates are provided are currently available. The rates set forth in this tariff only apply to On-Net services.

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Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of South Dakota.

- a. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- b. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.1 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Whenever facilities are not immediately available to furnish service to all applicants, the order of precedence, by categories, will continue to be that followed under the Civilian Production Administration Utilities Order U-2, as amended August 7, 1946.

Issued: August 16, 2000

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability

2.1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer unless such is a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.2.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

- 2.1.2.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.1.2.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.2.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided unless the result of a negligent or intentional act or omission by the Company or its employees. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

Issued: August 16, 2000

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.2.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any noncompletion of calls due to network busy conditions.

Issued: August 16, 2000

Effective:

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.8 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company unless the result of a negligent or intentional act or omission by the Company or its employees.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.9 Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable tariffs during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. a local exchange carrier;
2. customer premise equipment; or
3. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. This includes, but is not limited to, calls to NPA 900, NXX 976, NXX 970, and other NXXs assigned to these services. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

The Company does not collect deposits.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. Notwithstanding the due date specified on the bill, payment will be considered timely if payment is received by the Company within twenty (20) days of the date of transmittal of the bill in the case of residential customers, and fifteen (15) days of the date of transmittal of the bill in the case of business customers. If objection is not received by the Company within one hundred eighty (180) days after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.3.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.25% will be applied to all amounts not previously assessed a late fee, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. The customer may dispute bills either orally or in writing. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of South Dakota. These agencies are required to make payment in accordance with applicable state law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.4 TELEPHONE SURCHARGES/TAXES

2.4.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.5 [RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 SUSPENSION OR TERMINATION OF SERVICE

2.6.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due upon reconnection.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least five (5) days after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.6.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for services which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

Telephone service may be suspended or terminated following 7 days written notice for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.6.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered unless:

- a. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice; and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.6.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after five (5) days notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.6.4 Termination For Cause Other Than Nonpayment (Cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.6.4 Termination For Cause Other Than Nonpayment (Cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

2.6.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7 AUTOMATIC NUMBER IDENTIFICATION

2.7.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.7 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.7.1 Regulations (Cont'd)

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.7.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

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SECTION 3. DESCRIPTION OF SERVICES

3.1 TIMING OF CALLS

The Customer's usage charge is based on call duration, without regard to time of day, day of week or distance called. Calls are timed by the underlying carrier, whose services are resold by the Company in accordance with its own tariff.

- (i) On all calls, chargeable time begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as conversation time, begins).
- (ii) A call is terminated when the calling or called party "hangs up." If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment in the network.
- (iii) When the Company's services are directly connected to a Customer-provided communications system at the Customer's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer provided communications system.

3.2 CALCULATION OF RATES AND CHARGES

Rates for the Company's intrastate services are usage sensitive but do not vary according to distance called or the time of day or day of week. In addition, a monthly recurring charge may apply. Unless otherwise indicated, rates are identified in this tariff as per minute rates. Unless otherwise indicated herein, all calls are billed in sixty (60) second initial and sixty (60) second additional billing increments. The usage rate is based on an initial period of sixty (60) seconds plus any additional period. Billing will be rounded up to the nearest penny for each call.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.3 RATES BASED UPON CALCULATION OF DISTANCE

Where the charges for service are specified based upon distance, the following rules apply:

The airline mileage between two cities can be calculated by using the Vertical (V) and Horizontal (H) coordinates of the servicing wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

Where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 SERVICE OFFERINGS

3.4.1 1+ Long Distance Telecommunications Service

Interexchange telecommunications services offered by the Carrier include 1+ Long Distance telecommunications Service and Private Line Service between exchanges within the state. Services are available on a full time basis, 24 hours a day, seven days a week. Calls are placed by dialing "1" and the destination telephone number, including the area code. Services are available only in equal access areas. Calls are billed in one minute increments. The Service is available to both residential and business Customers. There is no minimum monthly usage required.

3.4.2 Directory Assistance

The Carrier will provide directory assistance through the use of a third-party vendor of directory assistance services. The Carrier does not offer its own directory assistance service.

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SECTION 4. RATE SCHEDULES4.1 RATE SCHEDULES

The regulations set forth in this section govern the application of rates for services as set forth in other sections of this tariff.

4.1.1 1+ Long Distance Telecommunications Service

a. General

The Company offers two different categories of rates for 1+ Long Distance service: one is available to all members of the general public and the other is available to all members of the general public who also subscribe to the Company's unregulated Internet access service. Additional discounts are available for term commitments.

b. Basic 1+ Long Distance Telecommunications Service

	<u>Rate Per Minute</u>
24 hours a day, 7 days a week, 365 days a year	\$0.1400
With 1-year Contract	\$0.1400
With 2-year contract	\$0.1350

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SECTION 4. RATE SCHEDULES (Cont'd)

4.1 RATE SCHEDULES (Cont'd)

4.1.1 1+ Long Distance Telecommunications Service (Cont'd)

4.5.3 1+ Long Distance Telecommunications Service for Internet Customers

	<u>Rate Per Minute</u>
With Internet Service	\$0.1400
With Internet and 1-year Contract	\$0.1350
With Internet and 2-year Contract	\$0.1300

345234 1

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EXHIBIT 6

Examples of Marketing Materials

Low cost, high speed Internet access.

Welcome to WorkNet Communications

Welcome to WorkNet →

- Our Services
- Our Technology
- Where Are We?
- In The News
- Visitor Profiles
- Order Services

Contact Us

Sitemap

2 Minute Tour →

WorkNet Store

Get cool WorkNet stuff here!

WorkNet Announces New Services

On January 10, 2000, WorkNet began to offer web-hosting services to businesses in addition to its high speed Internet access service.

Product offering plans for 2000 include the addition of a full suite of other communications services including the expansion of the long distance services to other markets, local telephone service, and enhanced, high-speed data communications services.

WorkNet currently has sales offices in Cleveland, Columbus, Dallas/Ft. Worth, Houston, Indianapolis, Kansas City, Memphis, Minneapolis, Nashville, San Antonio, and St. Louis, and will be opening new offices in 8 additional cities before the end of 2000.

→ WorkNet Team Key Players



quotable

"A lot of companies want high speed Internet access, but don't want to incur the expense of ISDN or T1. This is a great solution for them."

Timothy Banks
ECI Corporation
WorkNet Customer

©1999 WorkNet Communications, Inc.

Created and Hosted by: Wildfire Internet

Low cost, high speed Internet access.

Welcome Prospective Customer

Thanks for visiting. Below are the key features and benefits of a BitBeam® network installation.

KEY BENEFITS OF THE BITBEAM® NETWORK:

- Fast, reliable access (150Kbps to 4.0Mbps)
(as much as 140 times faster than dial-up connections!)
- 24-hour, dedicated access
(access the Internet any time day or night)
- Substantial cost savings over wireline alternatives
(monthly charges are 30 - 50% less in most cases)
- No equipment, no phone lines needed...ever.
(The BitBeam® network completely bypasses the local phone company)
- Quick and easy to deploy
(Service is installed and ready in days versus weeks)
- Easy to upgrade service as your needs evolve
(Just a phone call to WorkNet is all it takes)



Welcome to WorkNet

Our Services

Our Technology

Where Are We?

In The News

Visitor Profiles

Current Customer

Prospective Customer

Building Manager/Owner

Potential Employee

Order Services

Contact Us

Sitemap

2 Minute Tour →

WorkNet Store

Get cool WorkNet stuff here!

So, You Wanna Get Technical?

System Design:

- TCP/IP standard Built-in error correction
- Centrally managed, monitored network
- Engineered for reliability and security
- Full two-way connection

System Architecture:

- Central POP covers 20-mile radius
- Connection is "line-of-sight" to building
- Bandwidth options from 150Kbps to 11Mbps
- Fixed, "locked-on" permanent connection
- Digital, direct sequence spread spectrum technology

Line of Sight (LOS) - What is that?

The radio signal transmitted from the RF Panel needs to have a clear, unobstructed view or path between the base station RF Panel and the RF Panel on a customer building.

 **Are WorkNet's services available in my area?**

©1999 WorkNet Communications, Inc.

Created and Hosted by: Wildfire Internet

Low cost, high speed Internet access.

Welcome Building Manager/Owner

Welcome to WorkNet

Our Services

Our Technology

Where Are We?

In The News

Visitor Profiles

Current Customer

Prospective Customer

Building Manager/Owner

Potential Employee

Order Services

Contact Us

Sitemap

Thanks for visiting. Below are the key features and benefits of a BitBeam® network installation for the building manager and/or owner.

- Enhanced amenity offering for current/future tenants
(Increases the marketability of your building)
- Free installation
(No cost incurred by you)
- Access to "next generation" technology
(Provides you with a competitive advantage in the marketplace)
- Ease of installation
(Less than four square feet of floor space is required and most installations can be completed in less than two days)



2 Minute Tour →

WorkNet Store

Get cool WorkNet stuff here!

? Commercial Real Estate Relationships / Resources

WorkNet Communications has established a variety of key business relationships with significant companies in the commercial real estate market including:

- Duke-Weeks Realty
- Equity Office
- TrizecHahn Corporation
- Colliers Turley Martin
- Insignia / ESG
- Jones Lang Lasalle
- Archon Group
- E.V. Bishoff Company

Each WorkNet local sales / operations office includes individuals with extensive commercial real estate experience to address the needs and concerns of:

- Local Building Owners
- Institutional Building Owners
- Building Management Companies
- REITs

? So, You Wanna Get Technical?

? Frequently Asked Questions

— Frequently Asked Questions

? Are WorkNet's Services Available in my Area?

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WORKNET.

Work Smart. Net More.

Low cost, high speed Internet access.

Welcome to WorkNet

Our Services

Our Technology

Where Are We?

In The News

Visitor Profiles

Current Customer

Prospective Customer

Building Manager/Owner

Potential Employee

Order Services

Contact Us

Sitemap

2 Minute tour →

WorkNet Store

Get cool WorkNet
stuff here!

Frequently Asked Questions (BitBeam® RF Panel/Equipment Installations)

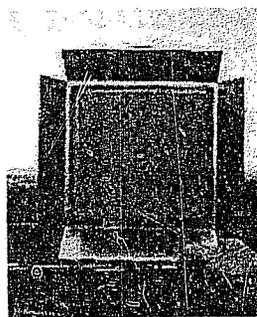
Why should I allow WorkNet access to my building?

Building owners and managers should consider eight factors in evaluating potential service providers like WorkNet.

1. **Impact on Curb-Appeal.** Level of intrusion in building common areas, landscaping, overall appearance and other factors.
2. **Ease of Installation.** Difficulty in managing implementation and installation of service.
3. **Cost of Installation.** Cost of implementing and installing service.
4. **Tenant End-User.** Who does the service support (tenants or the market-at-large outside the building).
5. **Landlord/Owner Revenue.** Added revenue potential.
6. **Tenant Interest.** Popularity of service to existing and prospective tenants.
7. **Impact on Tenancy.** Potential impact on renewals and new tenant sign-ups.
8. **Legal Issues.** The legal agreement with the potential service provider.

WorkNet ranks favorably compared to the alternatives when any or all of these criteria are considered.

What does a WorkNet installation entail?



WorkNet needs access over a one-day period to the building roof to install a small, unobtrusive, 2.6 pound, 10 inch square transceiver that will not be visible from the street. Two cables (a CAT 5 data communications wire and an RG-6 "cable TV" type wire) are pulled at WorkNet's expense along an approved path to a grounding junction on the upper floor or roof of the building. A small, locked control cabinet (about the size of a large Personal Computer) requiring standard power and environment is located in a mutually-agreed telephone closet or other designated space. A single CAT 5 network cable is pulled from the control cabinet to each tenant's LAN server and is directly connected to a standard Ethernet port for the tenant's use.

What do we need to manage the installation/service?

Our technical, wiring and installation people will do a walk-through

Our technical, wiring and installation people will do a walk-through site review with the tenants who are interested in subscribing to our service. Upon completion of this work our personnel will complete a walk-through site review with the appropriate building personnel per your designation. We will then document installation plans for your approval and attach these to any formal agreement relating to the installation. You may supply this agreement or WorkNet will provide you with a copy of our standard Placement Agreement. You are invited to participate in the installation process if you so desire or we will complete the installation per our discussions and have you approve work upon completion.

Is the building owner/manager responsible for any costs?

WorkNet agrees to cover all costs of installation and maintenance of any equipment. We also offer free basic high-speed service for a designated building owner/manager location in each building. Installation of your personal service is also free.

Who does this service support?

Unlike PCS, paging or cellular service offerings, the WorkNet service is strictly for the tenants in your building. The antenna and equipment in your building does not serve anyone outside your building.

How much incremental revenue can we expect?

The revenue potential from WorkNet for roof rights is small when compared to market-at-large services such as cellular, but only because WorkNet provides service only to that building's tenants. WorkNet's goal is to provide low cost, high quality Internet access and to ensure that building owners are compensated at a fair rate for the minimal space used. Typically we find that the rate for roof rights and control cabinet space is about \$25-100 per month for an average office building. Smaller buildings do not usually charge for roof rights or control cabinet space.

Who typically subscribes to WorkNet services?

The mix of our customers varies from law firms and investment companies to professional service firms and technology companies. Typically we are finding that about 25% of tenants subscribe within the first two months. We expect that 50% to 75% of tenants will opt for service over the next 18 months. Within three years, most commentators expect high speed Internet service will be as essential as telephone service.

The primary barriers that have restricted customer purchase of high speed Internet service has been cost, implementation difficulty and upgrade pitfalls. WorkNet's offering eliminates these constraints and is enjoying dynamic growth and word of mouth popularity. Our prices match what customers are willing to pay, are quickly installable once the transceiver is installed, and upgrades are simple. Our install cost is 10% of a typical telephone company/Internet Service Provider offering and monthly rates are one-half. Upgrades to higher speed are software controlled and implemented within hours. Quality is guaranteed. No contractual commitments are required.

Can a telecommunications offering like WorkNet's improve the marketability of a building?

Telecommunications costs are typically the number three expense behind headcount and space for non-manufacturing companies. Giving tenants more choices and innovative services, particularly high speed Internet service, is clearly proving to be a draw for tenants in technology areas of the country like California, New York and Texas. There is some leverage for building owners but in tight rental markets this may not affect occupancy levels.

The WorkNet offering serves an unmet need at an attractive price. Signup rates are high and first providers should have an edge over later-to-install buildings. Building owners who limit tenant choice in favor of control and incremental revenue gain may strain relations with existing tenants.

What legal agreement should we use, create, or expect?

WorkNet has a model Placement Agreement that can be used, but several management and ownership firms have standard roof right agreements that have been developed for working with companies like WorkNet. For example, many landlords have agreements with tenants for satellite TV receivers that are somewhat larger than the WorkNet transceiver. Other firms are in the process of outsourcing roof right management.

There are a number of agreements available. WorkNet will work with the building manager or owner to implement and execute the desired form. We suggest that the agreement consider that the service is for the building's tenants rather than the market-at-large, but we are willing to negotiate quickly from any form you select.

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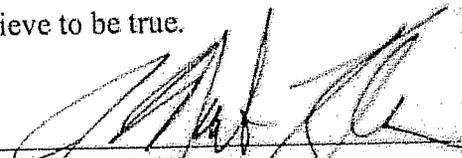
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VERIFICATION

VERIFICATION

STATE OF MISSOURI)
)
) ss:
COUNTY OF ST. LOUIS)

I, J. Mark Klamer, declare under penalty of perjury that I am authorized to make this verification on behalf of WorkNet Communications Inc., the Applicant in the subject proceeding, that I have read the foregoing application and exhibits and know the contents thereof; that the same are true and correct to the best of my knowledge, except as to matters which are therein stated on information or belief, and as to those matters I believe to be true.



NAME: J. Mark Klamer
TITLE: Senior Vice President - General Counsel
WorkNet Communications Inc.

Sworn and subscribed before me this 30 day of August 2000.



Signature of official administering oath

My commission expires:

<p>GAYLE MARIE BRICE Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: July 11, 2004</p>

REF. #	INV. #	DATE	INVOICE AMOUNT	INVOICE DESCRIPTION	AMOUNT PAID
124042	ST081500	08-15-00	250.00		250.00
TC00-123					
CUSTOMER NO.					

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, N.W. SUITE 300
WASHINGTON, DC 20007

CHECK DATE

08/15/00

CHECK NO. 0 123707

Citibank DC Operating
1775 Pennsylvania Avenue, NW
Suite 440
Washington, DC 20006

CHECK AMOUNT

250.00*****

TWO HUNDRED FIFTY AND 00/100 Dollars

TWO SIGNATURES REQUIRED ON CHECK
OVER \$10,000.00

PAY
TO THE
ORDER OF

South Dakota Public Utilities Commission


OPERATING ACCOUNT

⑈ 1 23 70 71 ⑈ ⑆ 2540 70 1 1 ⑆ ⑆ 3 7 5 0 3 0 8 ⑆

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of August 10, 2000 through August 16, 2000

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

NATURAL GAS

NG00-006 In the Matter of the Filing by MidAmerican Energy Company for Approval of Tariff Revisions.

MidAmerican Energy filed an application for approval of a revision to its South Dakota Gas Sales Tariff, SD PUC Section VI, Third Revised Sheet No 3. cancels SD PUC Section VI, Second Revised Sheet No. 3. The revision proposes to update the back of its standard bill form, Sheet No. 3. MidAmerican proposes an effective date of September 12, 2000.

Staff Analyst: Michele Farris

Staff Attorney: Karen Cremer

Date Docketed: 08/10/00

Intervention Deadline: 09/01/00

TELECOMMUNICATIONS

TC00-122 In the Matter of the Application of Cybertel, Communications Corp. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Cybertel, Communications Corp. is seeking a Certificate of Authority to provide resold interexchange telecommunication services in South Dakota. The applicant intends to offer message toll service, incoming 800/888, and travel card services.

Staff Analyst: Heather Forney

Date Docketed: 08/11/00

Intervention Deadline: 09/01/00

TC00-123 In the Matter of the Application of WorkNet Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

WorkNet Communications, Inc. is seeking a Certificate of Authority to provide resold and facilities based interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide high speed data communications using facilities based fixed wireless point to multi-point broadband data communications network as well as leased local and long distance telephone facilities. The applicant's target market is small and medium-sized businesses.

Staff Analyst: Keith Senger
Date Docketed: 8/16/00
Intervention Deadline: 9/01/00

TC00-124 In the Matter of the Filing for Approval of Transfer of Certificate of Authority from Quintelco, Inc. to Local Telcom Holdings, LLC. d/b/a Transpoint Communications.

Quintelco, Inc. is requesting that its Certificate of Authority to provide local exchange and interexchange telecommunications services in South Dakota be transferred to Local Telcom Holdings, LLC. d/b/a Transpoint Communications (Transpoint). As of April 22, 2000, the telecommunications license assets of Quintelco were sold to Transpoint.

Staff Analyst: Heather Forney
Date Docketed: 08/16/00
Intervention Deadline: 09/01/00

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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NEW YORK OFFICE
THE CHRYSLER BUILDING
405 LEXINGTON AVENUE
NEW YORK, NY 10174
(212) 973-0111 FAX (212) 891-9598

September 13, 2000

VIA OVERNIGHT DELIVERY

Keith Senger, Utility Analyst
South Dakota Public Utilities Commission
500 E. Capitol Ave.
State Capitol Building, First Floor
Pierre, South Dakota 57501-5070

RECEIVED

SEP 14 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: SDPUC Docket TC00-123; In the Matter of the Application of WorkNet Communications Inc. for Certificate of Authority to Provide Telecommunications Services in South Dakota

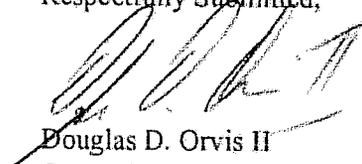
Dear Mr. Senger:

Enclosed for filing on behalf of WorkNet Communications Inc. ("WorkNet") is an original and eleven (11) copies of WorkNet's responses to the Commission's August 31, 2000 and September 6, 2000 data requests. WorkNet respectfully submits the following replacement pages to WorkNet's South Dakota P.U.C. Toll Tariff No. 1:

Section 2 - Original Page 11
Section 2 - Original Page 19
Section 2 - Original Page 23

Please date-stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-paid envelope attached. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully Submitted,



Douglas D. Orvis II
Counsel for WorkNet Communications Inc.

Enclosures

cc: J. Mark Klamer (WorkNet)
Kelly A. Olson

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability

2.1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.

2.1.2.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

Issued: August 16, 2000

Effective:

By: Michelle Wright, Vice President- Controller
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly. All charges shall be billed and collected in arrears. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. Notwithstanding the due date specified on the bill, payment will be considered timely if payment is received by the Company within twenty (20) days of the date of transmittal of the bill in the case of residential customers, and fifteen (15) days of the date of transmittal of the bill in the case of business customers. If objection is not received by the Company within one hundred eighty (180) days after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

Issued: August 16, 2000

Effective:

By: Michelle Wright, Vice President- Controller
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.6 SUSPENSION OR TERMINATION OF SERVICE

2.6.1 Suspension or Termination for Nonpayment

In the event that any bill rendered is not paid, the Company may suspend service or terminate service until the bill has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due upon reconnection.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least five (5) days after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

Issued: August 16, 2000

Effective:

By: Michelle Wright, Vice President- Controller
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

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

IN THE MATTER OF THE APPLICATION OF)
WORKNET COMMUNICATIONS INC. FOR A)
CERTIFICATE OF AUTHORITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC00-123

On August 16, 2000, 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 WorkNet Communications Inc. (WorkNet).

WorkNet proposes to provide facilities based and resold interexchange services in South Dakota. Services include 1+ direct dial and toll free service to and from all points within South Dakota. A proposed tariff was filed by WorkNet. The Commission has classified long distance service as fully competitive.

On August 17, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of September 1, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its October 3, 2000, meeting, the Commission considered WorkNet's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that WorkNet not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that WorkNet has met the legal requirements established for the granting of a certificate of authority. WorkNet 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 WorkNet's application for a certificate of authority, subject to the condition that WorkNet not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that WorkNet's application for a certificate of authority is hereby granted, effective October 16, 2000, subject to the condition that WorkNet not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 6th day of October, 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	<u> Alaine Kelbo </u>
Date	<u> 10/10/00 </u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

 Pam Nelson

PAM NELSON, Vice Chairman

 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 October 3, 2000, effective October 16, 2000
Docket No. TC00-123

This is to certify that

WORKNET COMMUNICATIONS INC.

is authorized to provide telecommunications services in South Dakota.

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

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

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:



PAM NELSON, Vice Chairman



LASKA SCHOENFELDER, Commissioner

