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JEFFERSON CITY, MISSOURI (MO) 65109

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POST OFFICE BOX 104595  
JEFFERSON CITY, MISSOURI (MO)  
65110-4595

MARY ANN YOUNG  
ATTORNEY AT LAW  
OF COUNSEL  
(573) 634-8109  
FAX (573) 634-8224

November 24, 1999

Mr. Dale Hardy Roberts  
Executive Secretary-Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102-0360

FILED<sup>2</sup>

NOV 24 1999

Missouri Public  
Service Commission

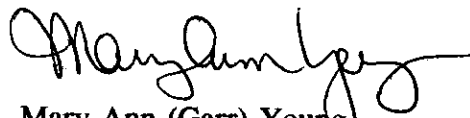
RE: Case No. TM-2000-343  
Joint Application of Madison Dearborn Capital Partners III, L.P. and Dakota Services  
Limited for Approval of Transfer of Control and Name Change

Dear Mr. Roberts:

Enclosed please find an original and fourteen copies of the Joint Application of Madison Dearborn Capital Partners III, L.P. and Dakota Services Limited for Approval of Transfer of Control and Name Change for filing with the Commission.

Thank you for your assistance in processing this filing. A copy is being served on the Office of Public Counsel. If there are any questions, please call me at 634-8109.

Sincerely,

  
Mary Ann (Garr) Young

Enclosure

cc: Office of Public Counsel  
Mr. Brett Ferencak, Swidler Berlin

BEFORE THE  
MISSOURI PUBLIC SERVICE COMMISSION

FILED<sup>2</sup>

NOV 24 1999

Missouri Public  
Service Commission

Joint Application of )

MADISON DEARBORN CAPITAL )  
PARTNERS III, L.P. )

and )

DAKOTA SERVICES LIMITED )

For Approval of Transfer of Control )  
and Name Change )

Case No. Tm-2000-343

**JOINT APPLICATION**

Madison Dearborn Capital Partners III, L.P. ("MDCP") and Dakota Services Limited ("Dakota Services") (collectively "Applicants"), by their undersigned counsel and pursuant to § 392.300.1 RSMo.<sup>1/</sup> and 4 CSR 240-2.060<sup>2/</sup> hereby request that the Commission grant approval *nunc pro tunc* of the transfer of control of Dakota Services to MDCP and the name change from Dakota Services to @link Networks, Inc. d/b/a At Link Networks, Inc. Dakota Services is a nondominant carrier authorized by the Commission to provide interexchange and non-switched local exchange

<sup>1/</sup>Section 392.300.2 of the Missouri Revised Statutes was waived in Commission's Order granting Dakota Services Limited Certificates of Service Authority to provide interexchange and non-switched local exchange services in Case No. TA-99-150 (Dec. 21, 1998).

<sup>2/</sup>Dakota Services Limited is not required to comply with 4 CSR 240-2.060(6)(A) - (E) by virtue of its classification as a competitive telecommunications company. 4 CSR 240-2.060(6)(H); *see In re Application of Dakota Service Limited for a Certificate of Public Convenience and Necessity in the State of Missouri for the Purpose of Providing Facilities Based Data High Speed Communications Technologies for Non-Basic, Non-Switched, Local Exchange Services and Interexchange Services (Intralata and Interlata Toll), Order Approving Interexchange and Non-Switched Local Exchange Certificates of Authority and Order Approving Tariff, Case No. TA-99-150 (Dec. 21, 1998).*

telecommunications services within the State of Missouri. Furthermore, the Commission classified Dakota Services as a competitive telecommunications company. MDCP is a private equity fund that is ultimately controlled by a private equity investing firm. Neither MDCP nor any of its affiliates were affiliated with Dakota Services prior to the transaction described herein. Attached hereto as Exhibit A is an illustrative chart depicting the corporate structure of the parties prior to and immediately following the transfer of control.

For the reasons set forth below, Applicants consummated the transfer of control and effectuated the name change without having obtained Commission approval. In support of this request for approval *nunc pro tunc*, Applicants submit the following information:

**I. BACKGROUND**

On June 21, 1999, Applicants filed a notification letter informing the Commission of the transfer of control of Dakota Services to MDCP and the Dakota Services name change. Applicants filed a notification letter rather than an application for approval because they believed approval was not necessary for this particular transaction. Applicants respectfully submit that the actions taken in no way reflect a desire to circumvent the authority of the Commission and, as described below, did not harm the public interest of the State of Missouri in any manner. Further, Applicants emphasize that Dakota Services (now known as @link Networks, Inc.) has not commenced operating in Missouri and does not have any customers in the State of Missouri. Therefore, the transfer of control was virtually transparent to consumers in the State of Missouri.

## **II. THE PARTIES**

### **A. Dakota Services Limited ("Dakota Services")**

Dakota Services (now known as @link Networks, Inc.) is a privately held Wisconsin corporation with principal offices located at 20825 Swenson Drive, Suite 150, Waukesha, Wisconsin 53186. Dakota Services is a national facilities-based telecommunications provider specializing in the provision of high-speed data transmission and other advanced telecommunications services. Dakota Services is authorized to provide such services in more than 20 states, including Missouri. In Missouri, Dakota Services is authorized to provide interexchange and non-switched local exchange service pursuant to Certificates of Service Authority granted by this Commission in Case No. TA-99-150 (Dec. 21 1998). Further information concerning Dakota Services was filed with its application for certification filed in Case No. TA-99-150. That information is, therefore, already a matter of public record at the Commission, and Applicants respectfully request that it be incorporated by reference herein.

### **B. Madison Dearborn Capital Partners III, L.P. ("MDCP")**

MDCP, a Delaware limited partnership, is a private equity fund with total equity commitments of \$2.2 Billion. MDCP is an affiliate of Madison Dearborn Partners, Inc. ("MDP"), one of the leading private equity firms in the United States. Based in Chicago, MDP manages funds in excess of \$4 Billion of capital. The principals of MDP possess a wealth of experience in financing and sponsoring emerging telecommunications and related companies. MDP is a key equity sponsor of two CLECs: Allegiance Telecom, Inc. and Focal Communications Corporation. The principals of MDP have also managed principal equity investments in: Nextel Communications, Inc., a specialized mobile radio ("SMR") operator in the U.S. and abroad; Paging Network, Inc., the leading paging company in the

U.S.; Omnipoint Corporation, a provider of personal communications services ("PCS") in New York City; Clearnet Communications Inc., a Canadian PCS and SMR provider; Wireless One Network, a U.S. cellular telephone operator; Madison River Telephone Company, LLC, a rural telephone acquisition company; and WNP Communications, Inc., a local multipoint distribution services provider.

MDCP has committed \$45 Million to its investment in Dakota Services. With the telecommunications management experience of MDP behind it, MDCP is well qualified to have control of Dakota Services.

**C. @link Holdings, Inc.**

@link Holdings is a Delaware holding company with principal offices located at 20825 Swenson Drive, Suite 150, Waukesha, Wisconsin 53186. @link Holdings does not provide telecommunications services and holds no regulatory licenses from this or any other regulatory commission. @link Holdings is majority owned and controlled by MDCP.

**D. Designated Contacts**

The designated contacts for questions concerning this Application are:

Grace R. Chiu  
Swidler Berlin Shereff Friedman, LLP  
3000 K St., N.W., Suite 300  
Washington, D.C. 20007-5116  
573/634-8109 (Tel)  
573/634-8224 (Fax)

and:

Mary Ann (Garr) Young  
William D. Steinmeier, P.C.  
2031 Tower Drive  
P.O. Box 104595  
Jefferson City, MO 65110-4595  
573/634-8109 (Tel)  
573/634-8224 (Fax)

**III. REQUEST FOR APPROVAL OF TRANSFER OF CONTROL AND NAME CHANGE TO @LINK NETWORKS, INC.**

---

MDCP and Dakota Services determined that they can improve the operational efficiency and competitive position of Dakota Services by transferring control of Dakota Services to MDCP. The transfer of control was accomplished through a series of transactions including the merger of Dakota Services and @link Merger Sub, Inc. ("Merger Sub"), a Wisconsin corporation formed specifically for purposes of effectuating the transfer of control. Merger Sub was a wholly owned subsidiary of @link Holdings, Inc. ("@link Holdings"), a holding company that is majority owned by MDCP. A copy of the Articles of Merger, including the Plan of Merger, is attached hereto as Exhibit B.

Pursuant to the Plan of Merger, Merger Sub merged with and into Dakota Services, with Dakota Services surviving the merger and changing its name to @link Networks, Inc.<sup>3/</sup> As a result of the merger, Dakota Services – bearing its new name, @link Networks, Inc. – exists under a new holding company structure as a wholly owned subsidiary of @link Holdings. Because MDCP owns a majority of the stock of @link Holdings, control of Dakota Services was transferred to MDCP.

---

<sup>3/</sup>@link's Missouri Amended Certificate of Authority of a Foreign Corporation is in the name of "@link Networks, Inc. d/b/a At Link Networks, Inc." Attached hereto as Exhibit C is a copy of @link's Amended Certificate of Authority of a Foreign Corporation.

Attached hereto as Exhibit A is an illustrative chart depicting the corporate structure of the parties prior to and immediately following the transfer of control.

Although the transfer of control changed the ownership and control of Dakota Services, it did not involve a change in the rates or terms and conditions of service pursuant to which Dakota Services proposes to offer service in the State of Missouri. Pursuant to 4 CSR 240-2.060(6)(H), a replacement local exchange tariff which reflects the name change to @link Networks, Inc. d/b/a At Link Networks, Inc. is being filed simultaneously with this Application. Applicants request that the Commission approve the tariff to effectuate the name change of Dakota Services to @link Networks, Inc. d/b/a At Link Networks, Inc. Applicants emphasize that Dakota Services has not commenced offering its services in Missouri and, therefore, does not currently have any Missouri customers. However, @link Networks, Inc. d/b/a At Link Networks, Inc. (f/k/a Dakota Services Limited) will continue to hold the certificate of service authority and will be the company providing services to Missouri customers. As such, the transfer of control and name change have been virtually transparent to Missouri consumers. Furthermore, the transfer of control described in this Application should have no impact on the tax revenues of any political subdivision in the State of Missouri.

Pursuant to 4 CSR 240-2.060(6)(H), @link Networks, Inc. states that there are no pending or final decisions or judgments against it, or Dakota Services, from any state or federal agency involving service to customers or rates charged.

#### **IV. PUBLIC INTEREST CONSIDERATIONS**

Consummation of the transfer of control described herein serves the public interest in promoting competition among providers of local and interexchange telecommunications services. The transfer of control resulted in a company better equipped to accelerate its growth as a

competitive telecommunications service provider by allowing Dakota Services access to MDCP's significant financial resources and telecommunications management experience. The resulting corporate structure and improved financial condition are expected to enhance significantly Dakota Services' operational flexibility and efficiency, as well as its long term financial viability. These enhancements will directly benefit Missouri customers. The transactions therefore ensure the continued provision of Dakota Services' data transmission and other advanced telecommunications services to the public and should promote competition in the Missouri telecommunications service market.

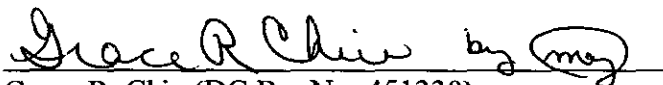



V. CONCLUSION

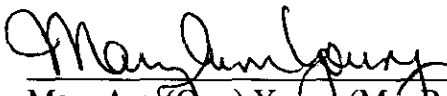
WHEREFORE, for the reasons stated herein, Applicants respectfully request that the Commission approve this Joint Application, approve the tariff of @link Networks, Inc. d/b/a At Link Networks, Inc. filed simultaneously herewith, and grant all other relief as necessary and appropriate to effectuate the transactions described herein.

Respectfully submitted,

MADISON DEARBORN CAPITAL PARTNERS III, L.P.  
DAKOTA SERVICES LIMITED

by 

Grace R. Chiu (DC Bar No. 451330)  
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
3000 K St., N.W., Suite 300  
Washington, D.C. 20007-5116  
573/634-8109 (Tel)  
573/634-8224 (Fax)



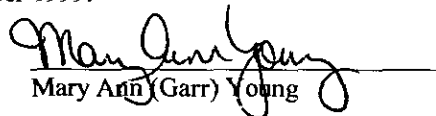
Mary Ann (Garr) Young (Mo. Bar No. 27951)  
WILLIAM D. STEINMEIER, P.C.  
P.O. Box 104595  
Jefferson City, MO 65110-4595  
573/634-8109 (Tel)  
573/634-8224 (Fax)

THEIR COUNSEL

Dated: November 23, 1999

Certificate of Service

I hereby certify that a copy of this document has been hand delivered or mailed by first class mail, postage prepaid, to the Office of Public Counsel, on this 24th day of November 1999.

  
Mary Ann (Garr) Young

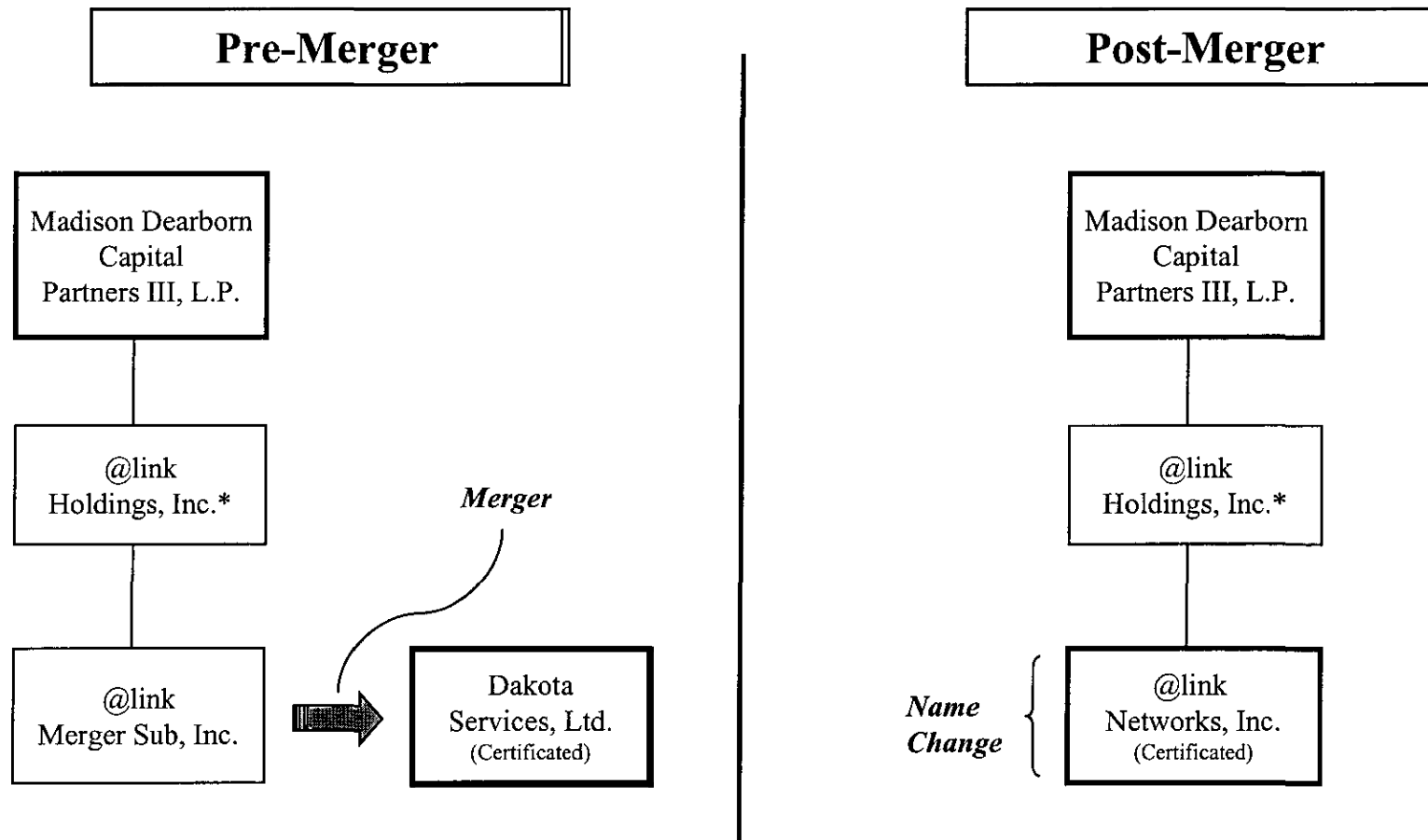
## LIST OF EXHIBITS

Illustrative Chart of Transfer of Control .....	A
Articles of Merger .....	B
Amended Certificate of Authority of a Foreign Corporation .....	C
Verifications	

**EXHIBIT A**

Illustrative Chart of Transfer of Control

Transfer of Control of Dakota Services, Ltd.  
to Madison Dearborn Capital Partners III, L.P.



\* @Link Holdings, Inc. is majority owned and controlled by Madison Dearborn Capital Partners III, L.P.

**EXHIBIT B**

Articles of Merger

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

09 JUL -7 PM 3:07

I, RICHARD L. DEAN, Secretary, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the document on file in the Corporations unit of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.

SECRETARY OF STATE  
STATE OF ARKANSAS

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
the official seal of the Department.



Richard L. Dean, Secretary  
Department of Financial Institutions

DATE: JUN 24 1999

BY: Robert Kries

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

ARTICLES OF MERGER

OF

@LINK MERGER SUB, INC.

WITH AND INTO

DAKOTA SERVICES, LTD.

JUN 01 12:00PM

#. C

153273 DCDRP-MI

100.00

JUN 01 12:00PM

#. D

153273 EXPED 25

25.00

CI L031876

OI D026872

The undersigned officer of Dakota Services, Ltd., a Wisconsin corporation ("Dakota"), pursuant to Section 180.1105 of the Wisconsin Statutes, hereby certifies as follows:

1. The Plan of Merger by and between @Link Merger Sub, Inc., a Wisconsin corporation ("@Link Merger Sub"), and Dakota (the "Plan of Merger") is attached hereto as Exhibit A and made a part hereof.

2. The Plan of Merger was adopted and approved by the Board of Directors of Dakota as of May 6, 1999 and was approved by the Shareholders of Dakota as of May 27, 1999 in accordance with Section 180.1103 of the Wisconsin Statutes.

3. The Plan of Merger was adopted and approved by the Board of Directors and was approved by the sole shareholder of @Link Merger Sub as of May 27, 1999 in accordance with Section 180.1103 of the Wisconsin Statutes.

4. The Plan of Merger was adopted and approved by the Board of Directors of @Link Holdings, Inc., a Delaware corporation that is the parent corporation of @Link Merger Sub.

5. The proposed merger has complied with all applicable provisions of the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Dakota Services, Ltd. has caused these Articles of Merger to be executed as of May 27, 1999

DAKOTA SERVICES, LTD.

By: 

Theodore Lasser, President

This instrument was drafted by:

Peter J. Faust  
O'Neil, Cannon & Hollman, S.C.  
111 East Wisconsin Avenue, #1400  
Milwaukee, Wisconsin 53202

99 MAY 28 PM 12:13

FILED IN REGISTRATIONS  
STATE OF WISCONSIN

**EXHIBIT A**  
**PLAN OF MERGER**

1. The names of the corporations proposing to merge are Dakota Services, Ltd., a Wisconsin corporation ("Dakota" or the "Surviving Corporation"), and @Link Merger Sub, Inc., a Wisconsin corporation ("@Link Merger Sub"). @Link Merger Sub is a wholly owned subsidiary of @Link Holdings, Inc., a Delaware corporation ("@Link Holdings, Inc.").

2. Subject to the terms and conditions of this Plan of Merger, as of the Effective Time (as defined below), @Link Merger Sub shall be merged with and into Dakota and the separate corporate existence of @Link Merger Sub shall cease (the "Merger"). Dakota shall be the Surviving Corporation and shall continue to be governed by the laws of the State of Wisconsin. The separate corporate existence of Dakota with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall be effected in accordance with the applicable provisions of the Wisconsin Business Corporation Law and this Plan of Merger.

3. The Merger shall become effective as of 12:01 a.m. on June 1, 1999 (the "Effective Time").

4. The Articles of Incorporation of Dakota at the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation, except that Article 1 shall be amended in its entirety to read as follows:

"The name of the corporation is @Link Networks, Inc."

5. At the Effective Time, each issued and outstanding share of common stock of Dakota shall be extinguished in the Merger, and in consideration thereof, @Link Holdings, Inc. will issue to the shareholders of Dakota 1 share of its Class A Common Stock, par value of .001¢ per share, and 5/8 of one share of its Class B Common Stock, par value of .001¢ per share, for each share of common stock, no par value, of Dakota owned by the shareholders of Dakota (the "Dakota Stock"). The Dakota Stock constitutes all of the issued and outstanding shares of capital stock of Dakota. After these transactions @Link Networks, Inc. f/k/a Dakota will be a wholly-owned subsidiary of @Link Holdings, Inc.

6. Dakota, @Link Merger Sub and @Link Holdings, Inc. intend that the Merger shall constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A) and Section 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended.

7. This Plan of Merger may be terminated and the Merger may be abandoned at any time before the Effective Time by the Board of Directors of Dakota, @Link Merger Sub or @Link Holdings, Inc. if any such Board of Directors determines that the Merger is not in the best interests of its respective corporation.



ARTICLES OF MERGER \_ Ch. 180

@LINK MERGER SUB, INC. 01 L031896

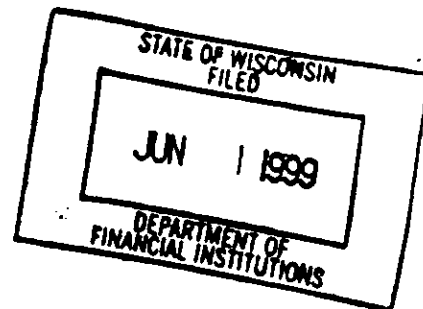
into

DAKOTA SERVICES, LTD. 01 D026872

- Survivor -

Amends articles of incorporation  
of survivor to

CHANGE CORP NAME



**EXHIBIT C**

Amended Certificate of Authority of a Foreign Corporation

# STATE OF MISSOURI



**Rebecca McDowell Cook**  
**Secretary of State**

**CORPORATION DIVISION**  
**AMENDED CERTIFICATE OF AUTHORITY**  
**OF A FOREIGN CORPORATION**

WHEREAS,

aLINK NETWORKS, INC. D/B/A AT LINK NETWORKS, INC.

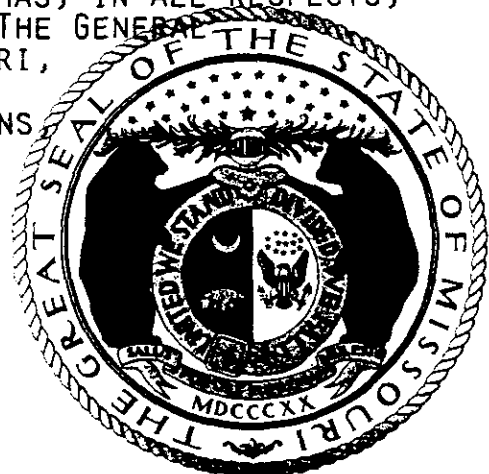
FORMERLY,

DAKOTA SERVICES, LTD.

INCORPORATED UNDER THE LAWS OF THE STATE OF WISCONSIN AND NOW IN EXISTENCE AND IN GOOD STANDING IN SAID STATE, AND QUALIFIED TO TRANSACT BUSINESS IN MISSOURI HAS DELIVERED TO ME, DULY AUTHENTICATED EVIDENCE OF AN AMENDMENT TO ITS ARTICLES OF INCORPORATION AS PROVIDED BY LAW, AND HAS, IN ALL RESPECTS, COMPLIED WITH THE REQUIREMENTS OF THE THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI, GOVERNING AMENDMENTS TO THE ARTICLES OF INCORPORATION OF FOREIGN CORPORATIONS AND IN ACCORDANCE THEREWITH ISSUE THIS CERTIFICATE OF AMENDMENT.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI ON THIS, THE 14TH DAY OF JULY, 1998

*Rebecca McDowell Cook*  
 Secretary of State



\$25.00



State of Missouri  
Rebecca McDowell Cook, Secretary of State  
P.O. Box 778, Jefferson City, Mo. 65102

Corporation Division **FILED**  
AND AMENDED CERTIFICATE (OF  
AUTHORITY ISSUED

Application for an Amended Certificate of  
Authority for a Foreign Corporation JUL 14 1999

(Submit in duplicate with filing fee of \$25.00)

Rebecca McDowell Cook  
SECRETARY OF STATE

The below corporation, relating to amending its certificate of authority of Foreign Corporation, does hereby state:

- (1) Its name is: Dakota Services, Ltd.  
and is incorporated in the State of: Wisconsin ; and it was qualified  
in the State of Missouri on April 2, 1998  
(month/day/year)
- (2) By appropriate corporate action on: June 1, 1999, the corporation:  
(month/day/year)
- (1) Changed its corporate name to: @LINK NETWORKS, INC.  
Name it will use in Missouri if new name not available: AT LINK NETWORKS, INC.
- (2) Changed its period of duration to: No Change
- (3) Changed the state or country of its incorporation to: \_\_\_\_\_
- (3) There is attached hereto a Certificate of the Secretary of State of the State of Wisconsin  
relating to the amendment(s), set forth in item 2 above and showing that the Corporation is in existence  
and in good standing in said State.
- (4) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you  
indicate a future date, as follows: \_\_\_\_\_  
(Date may not be more than 90 days after the filing date in this office)

In affirmation thereon, the facts stated above are true.

[Signature] President June 15, 1999  
(Authorized signature of officer or chairman of the board) (Title) (Date of signature)

Attached is a current certificate attesting to the change, duly authenticated by the secretary of state  
or other official having custody of corporate records in the state or country of incorporation.

United States of America  
State of Wisconsin  
DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Present Shall Come, Greeting:

I, RICHARD L. DEAN, Secretary, Department of Financial Institutions, do hereby certify that Articles of Merger to the Articles of Incorporation of

DAKOTA SERVICES, LTD.


were filed with this department on June 1, 1999,  
changing the name of said corporation to the present name of

@LINK NETWORKS, INC.

I further certify that corporation has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921 or 181.1622, Wis. Stats., and that it has not filed articles of dissolution.

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
the official seal of the Department  
on June 24, 1999



  
Richard L. Dean, Secretary  
Department of Financial Institutions

BY: 

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of



STATE OF MISSOURI  
OFFICE OF SECRETARY OF STATE  
JEFFERSON CITY 65102

July 14 1999

C T Corporation System  
ATTN: Nicole Krueger  
208 S. LaSalle St.  
Chicago IL 60604

Re: DAKOTA SERVICES, LTD. (#F00454079)

Dear Corporation:

This is to advise you that on the day shown below we have filed for record in this office a merger between:

@LINK MERGER SUB, INC. (A Wisconsin corp not qualified)

INTO:

DAKOTA SERVICES, LTD. (#F00454079)

This merger was filed in this office on July 14 1999.

The merger was effective in the home state of the survivor on June 1 1999.

The survivor is qualified to transact business in Missouri.

The fee for filing a merger is \$25.00, plus \$1.00 for each additional foreign-corporation qualified in Missouri over two in number. If you did not send us a check for that amount, a bill for the correct amount is being sent to you.

Sincerely,

REBECCA M. COOK  
Secretary of State

Corporation Division

TEMPLATE  
1999

United States of America

State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, RICHARD L. DEAN, Secretary, Department of Financial Institutions, do hereby certify that articles of merger of

@LINK MERGER SUB, INC., a Wisconsin domestic corporation (non-survivor)

into

DAKOTA SERVICES, LTD., a Wisconsin domestic corporation (survivor)

and changing the name of the survivor to the present name of @LINK NETWORKS, INC.

were duly filed with this department on June 1, 1999.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed the official seal  
of the Department on JUNE 25, 1999.

A handwritten signature in cursive script, likely of Richard L. Dean.

RICHARD L. DEAN, Secretary  
Department of Financial Institutions

BY: Patricia Weber

---

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

## Verifications



VERIFICATION

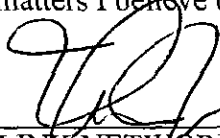
\_\_\_\_\_) )  
STATE OF WISCONSIN ) )

\_\_\_\_\_) )  
COUNTY OF WAUKESHA ) )  
\_\_\_\_\_)

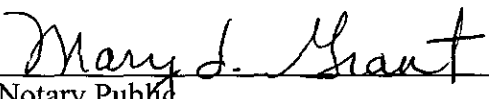
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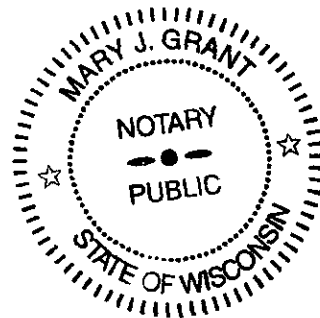
I, Thomas Jannsen, declare under penalty of perjury that I am Vice President of Finance of @link Networks, Inc. (formerly known as Dakota Services, Limited), the Applicant in the subject proceeding; that I have read the foregoing Joint Application and know the contents thereof; and that the same are true of my own knowledge, except as to the matters which are therein stated on information or belief, and as to those matters I believe them to be true.

By:

  
\_\_\_\_\_  
@LINK NETWORKS, INC.  
(F/K/A/ DAKOTA SERVICES, LIMITED)

Subscribed and sworn to before me  
this 10th day of November, 1999

  
\_\_\_\_\_  
Notary Public



My Commission Expires: February 16, 2003

**VERIFICATION**

\_\_\_\_\_  
STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTY OF )  
\_\_\_\_\_ )

I, Andrew E. Sinwell, declare under penalty of perjury that I am  
Director of Madison Dearborn Capital Partners III, L.P., the Petitioner  
in the subject proceeding; that I have read the foregoing Joint Petition and know the contents  
thereof; and that the same are true of my own knowledge, except as to the matters which are  
therein stated on information or belief, and as to those matters I believe them to be true.

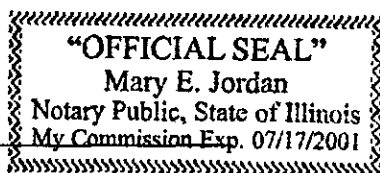
By: \_\_\_\_\_

MADISON DEARBORN CAPITAL  
PARTNERS III, L.P.

Subscribed and sworn to before me  
this 10<sup>th</sup> day of November, 1999

Mary E. Jordan  
Notary Public

My Commission Expires: \_\_\_\_\_



@LINK NETWORKS, INC. D/B/A AT LINK NETWORKS, INC.

REGULATIONS AND SCHEDULE OF CHARGES FOR

LOCAL EXCHANGE SERVICES

WITHIN THE STATE OF MISSOURI

*Handwritten: New Service Tariff 12/24/99*  
**@link.**

*Networks Bridging The Last Mile*

Issued: November 24, 1999

Effective: December 24, 1999

Issued By: Mary Jo Grant, Regulatory Compliance Administrator

@link Networks, Inc.

20825 Swenson Drive, Suite 150

Waukesha, WI 53186

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PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- R - to signify a rate reduction
- I - to signify a rate increase
- C - to signify a changed regulation
- T - to signify a change in text but no change in a rate or regulation
- S - to signify a reissued matter
- M - to signify a matter relocated without change
- N - to signify a new rate or regulation
- D - to signify a discontinued rate or regulation
- Z - to signify a correction
- N/A - to signify a non-active service

Pursuant to case No. TA-99-150 the Missouri Public Service Commission has waived the following statues and rules:

- |                                 |  |
|---------------------------------|--|
| 4 CSR 240-10.020                | Depreciation Fund Income   |
| 4 CSR 240-30.010(2)(C)          | Posting of exchange rates at central operating offices                                 |
| 4 CSR 240-30.040                | Uniform System of Accounts   |
| 4 CSR 240-32.030(1)(B) and (C)  | Exchange Area maps and records of access lines   |
| 4 CSR 240-3.030(2)              | In-state record keeping  |
| 4 CSR 240-32.050(3) through (6) | Information concerning local service tariffs, maps, directories, and telephone numbers |
| 4 CSR 240-32.070(4)             | Coin telephone   |
| 4 CSR 240-33.030                | Minimum charge rule  |
| 4 CSR 240-33.040(5)             | Finance fee  |
| 4 CSR 240-35                    | Bypass   |
| Section 392.210.2               | System of Accounts   |
| Section 392.240(1)              | Rates reasonable average return on investment  |
| Section 392.270                 | Property valuation   |
| Section 392.280                 | Depreciation rates   |
| Section 392.290                 | Issuance of securities   |
| Section 392.300.2               | Stock ownership and sale   |
| Section 392.310                 | Issuance of stocks and bonds   |
| Section 392.320                 | Stock dividends  |
| Section 392.330                 | Issuance of securities, debt and notes   |
| Section 392.340                 | Reorganization   |

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Issued By: Mary Jo Grant, Regulatory Compliance Administrator  
@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
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## 1. GENERAL INFORMATION

This tariff contains the regulations and rates applicable to the provision of Service by Company. This tariff is not applicable to non-common carrier services or to services that are not jurisdictionally intrastate.

## 2. REGULATIONS

### 2.1 Definitions

For the purpose of this Tariff, the following definitions will apply:

Advance Payment: Part or all of payment required before start of Service.

Application for Service/Service Application/Service Order: Standard Company order form(s) which in total includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service.

Authorized User: A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence. See also definition of Residential Service.

2. REGULATIONS (con't)

2.1 Definitions (con't)

Cancellation of Order: A Customer initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line cancelled from an order prior to its completion by Company, under the following circumstances: (1) if the Local Access Provider has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; and/or (2) if the Company has already submitted facilities orders to an interconnecting telephone company; and/or (3) in accordance with Section 2.4.1 Cancellation charges will be assessed for each Circuit comprising Interexchange Service subject to a Cancellation of Order in accordance with Section 2.

Channel or Circuit: A dedicated communications path between two or more points.

Communication Services: The Company's non-switched local exchange and intrastate private line interexchange services.

Company: @link Networks, Inc. d/b/a At Link Networks, Inc., the issuer of this Tariff.

Customer: The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities) which orders Service -- either for its own use as a resale carrier or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Company Tariff regulations.

Customer Premises/Customer's Premises: Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of third parties.

DSL: Digital Subscriber Line.

DUC: Designated Underlying Carrier.

Expedite: A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard Service interval.

*From AT&T to the Public*

2. REGULATIONS (con't)

2.1 Definitions (con't)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Installation: The connection of a Circuit, Dedicated Access Channel, or port for new, changed or an additional Service.

Interexchange Service/(IXC): Interexchange Service means that portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition whereby the Service or a portion thereof is inoperative beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

Joint User: A person, firm, or corporation that is designated by the Customer as a User of Services furnished to the Customer by Company and to whom a portion of the charges for the Service will be billed under a Joint User Arrangement as specified herein.

Nonrecurring Charges: One-time charges relevant to Service.

Payment Method: The manner in which the Customer is authorized by the Company to pay charges for Service.

Private Line: A Channel or Circuit dedicated to a particular customer without regard to actual use.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, that continue for the agreed upon duration of the Service.

Residential Applicant: A Residential Applicant is any individual who applies for Service under this Tariff whose primary use of the Service will be of a social or domestic nature.

Residential Customer: A Residential Customer is one who subscribes to the Company's Service(s) and whose primary use of the Service(s) is of a social or domestic nature.



2. REGULATIONS (con't)

2.1 Definitions (con't)

Residential Service: Service is classified as Residential Service where the use is primarily of a domestic or social nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence.

Restore: To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service: Service means any or all telecommunications service(s) provided to or obtained by Customer, any Authorized User or third party from the Company which is described in this Tariff as modified from time to time.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept Service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

Shared: A facility of equipment system or subsystem that can be used simultaneously by several Customers.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

## 2.2 Undertaking of the Company

2.2.1 Scope: The Company undertakes to provide Service in accordance with the terms and conditions set forth in this tariff and any Service Agreement executed by the Customer.

### 2.2.2 Availability of Service

(A) Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.

(B) Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service or (iii) any cause beyond its control.

(C) The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.

### 2.2.3 Liability of the Company

(A) Except as stated in this Section 2.2.3, the Company shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff.

(B) The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, changing, or terminating Service under this tariff, and not caused by the failure or negligence of

2.2 Undertaking of the Company (con't)

2.2.3 Liability of the Company (con't)

(B) (cont'd)

the Customer, shall in no event exceed either (i) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (ii) the monthly fee relating to the Service, whichever is less. No other liability in any event shall attach to the Company.

(C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including federal, state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots, wars; or any labor difficulties.

(D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities.

(E) The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.

2.2 Undertaking of the Company (con't)

2.2.3 Liability of the Company (con't)

- (F) There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose or otherwise, to the extent applicable, with respect to the Service provided by the Company.

2.2.4 Claims

- (A) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander, invasion of privacy, or infringement of copyright in connection with the material transmitted over the Company's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of the Company's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of the customer or patron(s) of the Customers relating to the use of the Company's Service or facilities.

- (B) The Company and Customer shall mutually agree all claims, actions, or proceedings arising in connection with the Service shall be governed by the laws of the State of Wisconsin, and venue for such claims shall be in the State of Wisconsin.

2.2.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, Customer-provided equipment and facilities used in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service, equipment and facilities.

2.2 Undertaking of the Company (con't)

2.2.5 Provision of Equipment and Facilities (con't)

- (B) The Company shall not be responsible for the installation, operation or furnishing of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (i) renders obsolete any of the Customer-provided equipment or facilities; (ii) requires modification of the Customer-provided equipment or facilities; or (iii) otherwise affects the reception of signals by Customer-provided equipment or facilities.

2.3 Obligations of the Customer

2.3.1 Payment Arrangements

- (A) The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public. Customer shall indemnify and hold the Company harmless from all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.

## 2.3 Obligations of the Customer (con't)

### 2.3.1 Payment Arrangements (con't)

- (B) In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.
- (C) Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.
- (D) Charges for Service are payable in advance except for per minute or per call charges, if any, which are payable in arrears. Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company.

Interest, at the lesser of (i) the rate of one and one-half (1.5) percent compounded monthly (19.56% per annum) and computed on a daily basis or (ii) the highest rate allowed by law per month, may accrue upon any unpaid amount commencing thirty (30) days after the date of the invoice. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.

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## 2.3 Obligations of the Customer (con't)

### 2.3.2 Payment Arrangements (con't)

- (E) Charges shall be deemed correct and properly billed if the Customer fails to notify the Company in writing with reasonable detail that it is disputing a particular charge within thirty (30) days after the date of the invoice.
- (F) A fee up to the highest amount permitted by applicable law will be charged for all returned checks.

### 2.3.3 Service Deposits

- (A) The Customer may be required to make a Service deposit if the Customer has not established its creditworthiness to the satisfaction of the Company.
- (B) Upon deactivation of Service or after a one-year period of non-delinquency in the payment for Service, the Customer may withdraw this deposit, provided the deposit is not credited against bills for Service and the Customer supplies satisfactory proof of the right to receive the deposit.

### 2.3.4 Liability of the Customer

The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.

## 2.4 Confidential Information

The Customer shall submit to the Company true and exact information relating to its Service orders and shall advise the Company of any change in such information. The Customer shall have authority to submit such information to the Company. All information exchanged between the Company and Customer shall be kept confidential except that the Company may make Customer information available where necessary to employees or agents of the Company for the purpose of providing Service.

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2.5 Use of Service

- (A) The Service shall not be used for any unlawful purpose.
- (B) The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of all federal, state and local governmental authorities having jurisdiction over the Service.
- (C) The Service or any rights associated therewith may not be assigned or in any manner transferred without the written consent of the Company.

2.6 Termination of Service for Cause

- (A) Upon non-payment of any sum owing to the Company for more than forty-five (45) days beyond the date the bill for Service is mailed by the Company, or upon violation of any of the terms or conditions governing the furnishing of Service under this tariff, the Company may, without incurring any liability, terminate the furnishing of Service to the Customer under this tariff.
- (B) The Company reserves the right to terminate Service without notice if it deems such action necessary to protect against fraud or to protect its personnel, agents, equipment, facilities or Service.
- (C) Notwithstanding (A) & (B) above, the Service shall terminate automatically upon the initiation by or against the Customer of a proceeding in bankruptcy, reorganization, insolvency, receivership or assignment for the benefit of creditor.
- (D) Termination of Service for cause does not relieve the Customer of the obligation to pay all charges that have accrued under this tariff.



### 3. SERVICE OFFERINGS AND RATES

#### 3.1 Service Offerings

Company offers DS1, DS3, and xDSL access services.

xDSL are non-switched, local exchange technologies that allow multiple forms of data, voice, and video to be carried over standard twisted pair copper, or UNEs, on the local loop between the central office and consumer site.

Services offered by Company do not include access to/from the Public Switched Network. Company provides data connections only and does not assign or otherwise route traffic by the use of telephone numbers, i.e. NPA-NXX-XXXX.

In the event Company begins to provide service to/from the Public Switched Network, Company will file tariffs reflecting the rates, terms and conditions for such services.

#### 3.2 Rates

Rates for Dedicated Access and Private Line services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

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