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AUG 24 1999

Missouri Public
Service Commission

@link Networks

20825 Swenson Drive, Suite 150
Waukesha, WI 53186
Phone: 414.717.2000 Fax: 414.717.2010
<http://www.dslnet.com>

RECEIVED

AUG 24 1999

Missouri Public
Service Commission

August 25, 1999

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge,
Missouri Public Service Commission
301 West High Street, Room 530
Jefferson City, MO 65101

TO-2000-185

**Re: @link Networks, Inc., (formerly Dakota Services Limited) Amended
Name Change and requirement to approved Interconnection
Agreement Case No. ~~TO-99-564~~**

Dear Dale Hardy Roberts:

@link Networks, Inc. (formerly Dakota Services Limited) requests the Missouri Public Service Commission amend its name to @link Networks, Inc. Please find enclosed @link's amended certificate of authority for Missouri, amended articles of incorporation, and @link Networks, Inc. filing of one (1) original and three (3) copies of its tariff with the amended name change.

In addition, please find enclosed a copy of @link's approved interconnection agreement with Southwestern Bell with the pages numbered in the right hand corner as required by the order of approval in Case No. TO-99-564.

Please acknowledge receipt of this filing by date stamping a copy of this letter and returning it in the envelope provided.

If you have any questions, please feel free to contact me at (414) 717-2000, ext. 131.

Sincerely,


Mary Jo Grant
Regulatory Compliance Administrator

0000153

@LINK NETWORKS, INC.
REGULATIONS AND SCHEDULE OF CHARGES FOR
LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF MISSOURI



Issued: 8/25/99

Effective: 9/25/99

Issued By: Mary Jo Grant, Regulatory Compliance Administrator
@link Networks, Inc.
20825 Swenson Drive, Suite 150
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v (414) 717-2000
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TABLE OF CONTENTS

Leaf No.

TITLE PAGE	1
TABLE OF CONTENTS	2
PARTICIPATING CARRIERS	3
EXPLANATION OF SYMBOLS	3
GENERAL INFORMATION	4
REGULATIONS	4
<u>Definitions</u>	4
<u>Undertaking of the Company</u>	8
Scope	8
Availability of Service	8
Liability of the Company	8
Claims	10
Provision of Equipment and Facilities	10
<u>Obligations of the Customer</u>	11
Service Activation/Deactivation	11
Payment Arrangements	11
Service Deposits	13
Liability of the Customer	13
<u>Confidential Information</u>	13
<u>Use of Service</u>	14
<u>Termination of Service for Cause</u>	14
SERVICE OFFERINGS AND RATES	15

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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 statutes 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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1. GENERAL INFORMATION

This tariff contains the regulations and rates applicable to the provision of Service by Dakota Services, Ltd. 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.

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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 interstate private line interexchange Services.

Company: @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.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying

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2. REGULATIONS (con't)

2.1 Definitions (con't)

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 Dakota Services, Ltd. 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.

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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

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2.2 Undertaking of the Company (con't)

2.2.3 Liability of the Company (con't)

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

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2.2 Undertaking of the Company (con't)

2.2.3 Liability of the Company (con't)

or guarantee that it can prevent unauthorized use or misuse.

- (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.

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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.

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2.3 Obligations of the Customer (con't)

2.3.2 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.

2.4 Confidential Information (con't)

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.

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,

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2.6 Termination of Service for Cause (con't)

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

Applicant 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 Dakota do not include access to/from the Public Switched Network. @link Networks, Inc. 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 @link Networks, Inc. begins to provide service to/from the Public Switched Network, @link Networks, Inc. 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.

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STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
AMENDED CERTIFICATE OF AUTHORITY
OF A FOREIGN CORPORATION

WHEREAS,

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

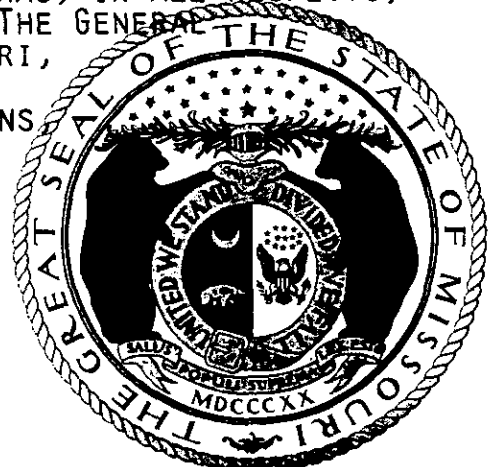
FORMERLY,

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, 1999

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, appearing to read "Richard L. Dean".

RICHARD L. DEAN, Secretary
Department of Financial Institutions

BY: Patricia Weber

DFI/CCS/Corp
Fm 30 (7/96)

United States of America


State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

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.

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: 

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. 01 L031896

WITH AND INTO

DAKOTA SERVICES, LTD. 01 D026872

JUN 01 12:00PM

#. C

153273 DCORP-MI

100.00

JUN 01 12:00PM

#. D

153273 EXPED 25

25.00

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

STATE OF WISCONSIN
FIDELITY INSTITUTIONS

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

