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**ORIGINAL**

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March 27, 2000

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

**FILED**

MAR 27 2000

Missouri Public  
Service Commission

Re: Case No. TA-2000-452  
Everest Connections Corporation (CLEC Application)

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced case an original and fourteen copies of Supplemental Appendix D to Everest Connections Corporation's First Amended Application.

Supplemental Appendix D is a surety bond in the amount of \$100,000.00 with the Commission designated as the obligee and is otherwise consistent with the requirements of the Commission's new rule, 4 CSR 240-32.110. While this new rule is not yet effective, counsel has discussed this matter with counsel for Staff and is submitting this surety bond to address Staff's question regarding Applicant's financial qualifications.

A copy of this filing have been sent this date to counsel for all parties of record. Thank you.

Sincerely,

  
Brent Stewart

CBS/bt

Enclosure

cc: Office of the Public Counsel  
Nathan Williams, General Counsel's Office  
Mimi MacDonald (SWBT)  
Kathy Troughton

EVEREST CONNECTIONS CORPORATION  
CLEC APPLICATION  
CASE NO. TA-2000-452

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**SUPPLEMENTAL APPENDIX D**

**SURETY BOND**

**MARCH 27, 2000**

**STATE OF MISSOURI**  
**BOND FOR LEC, CLEC, RESELLER AND OTHER GENERAL TELECOMMUNICATIONS**  
**BOND APPLICATIONS**

**BOND #** \_\_\_\_\_ **B2956281** \_\_\_\_\_

**PRINCIPAL:** Everest Connections Corporation

**SURETY:** UNITED PACIFIC INSURANCE COMPANY

We, EVEREST CONNECTIONS CORPORATION ,Principal and applicant for a Certificate of Authority to provide intrastate telecommunications services within the State of Missouri, and UNITED PACIFIC INSURANCE COMPANY, as a duly authorized Surety in the State of Missouri, bind ourselves unto Missouri Public Service Commission ("Commission"), as Obligee, in the Penal Sum of ONE HUNDRED THOUSAND AND 00/100 [Minimum of One Hundred thousand dollars (\$100,000)]. The payment of the penal sum shall bind the Principal and Surety, their heirs, administrators, executors, legal representatives, successors and assigns jointly and severally unto the Obligee, under these obligations.

The total aggregate liability under this bond is limited to ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) .

The conditions of this obligation are such that if the Principal is granted a Certificate of Authority to offer and provide intrastate telecommunications services, including Local Exchange Carrier service, any resold telecommunications service and any other telecommunications service including but not limited to any prepaid local or long distance services or any other telecommunications service regulated by the MISSOURI PUBLIC SERVICE COMMISSION, within Missouri by the Commission, and the Principal in all respects fully and faithfully performs all services as a telecommunications service provider under its Certificate of Authority, fully and faithfully complies with all rules, regulations and orders of the Commission that apply to any telecommunications service offered and/or provided by the Principal now or in the future, including any and all rules, regulations and orders of the Commission applicable to the Certificate of Authority of the Principal currently in force of hereafter adopted by the Commission, and fully and faithfully provides services in accordance with its legal obligations and agreements, then this obligation shall be void; otherwise, it shall remain in effect.

This obligation shall be used to return customer deposits and advance payments of individuals who have paid for the intrastate telecommunications service of the Principal, sold by or on behalf of the Principal, if the Principal is unable to provide such services or to return the deposits and advance payments to its customers for any reason. This obligation shall further be used to pay any and all fines levied against the Principal by the Missouri Public Service Commission for failing to fully and faithfully perform all services as a telecommunications service provider under its Certificate of Authority; to fully and faithfully comply with all rules, regulations and orders of the Commission that apply to any telecommunications service offered and/or provided by the Principal now or in

the future, including any and all rules, regulations and order of the Commission applicable to the Certificate of Authority of the Principal currently in force of hereafter adopted by the Commission; and to fully and faithfully provide services in accordance with its legal obligations and agreements.

IT BEING FURTHER UNDERSTOOD that this bond may be cancelled by the Surety by its mailing written notice of such cancellation to the Everest Connections Corporation stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. In no event shall Surety be liable for any payment due and payable after the effective date of cancellation.

NEITHER nonrenewal nor cancellation by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond. The Surety's liability under this bond shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders or endorsements properly issued by the Surety as supplement thereto.

IN WITNESS WHEREOF, THE Principal and the Surety HAVE hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 22<sup>nd</sup> day of MARCH, 2000.

(SEAL)

EVEREST CONNECTIONS CORPORATION

BY: Michael B. Keady

ATTEST:

Larry Moore

(SEAL)

UNITED PACIFIC INSURANCE COMPANY

BY: Angie Grantschnig

Angie Grantschnig, Attorney in fact

**RELIANCE SURETY COMPANY**  
**UNITED PACIFIC INSURANCE COMPANY**

**RELIANCE INSURANCE COMPANY**  
**RELIANCE NATIONAL INDEMNITY COMPANY**

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Gary Ivey, Kerry Scott Crawford, Carla Colson, Joyce M. Connor, Angie Grantschnig, Michael J. Keenan, Elaine Hunt, Vincent Carelli, David Crosby, Brian Darnell, of Atlanta, Georgia their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

**ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS**

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this November 17, 1999.



RELIANCE SURETY COMPANY  
 RELIANCE INSURANCE COMPANY  
 UNITED PACIFIC INSURANCE COMPANY  
 RELIANCE NATIONAL INDEMNITY COMPANY

*David T. Akers*

STATE OF Pennsylvania } ss.  
 COUNTY OF Philadelphia

On this, November 17, 1999, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal  
 Valencia Wortham, Notary Public  
 Philadelphia, Philadelphia County  
 My Commission Expires Nov. 18, 2000



*Valencia Wortham*  
 Notary Public in and for the State of Pennsylvania  
 Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of March 2000.



*Anita Zippert*  
 Secretary