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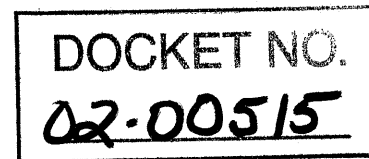
OF COUNSEL

THOMPSON BENNETT
JOHN T. PETERS, JR.

VINCENT T. EARLY
(1922 - 2001)
JOSEPH J. BURGIE
(1926 - 1992)

May 2, 2002

Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243



RE: Petition for Authority of Easton Telecom Services, L.L.C. to Acquire Certain Assets of Easton Telecom Services, Inc.

Dear Mr. Werner:

Enclosed herewith for filing with the Commission, please find an original and thirteen (13) copies of the Petition for Authority for Easton Telecom Services, L.L.C. to Acquire Certain Assets of Easton Telecom Services, Inc.

Also enclosed is a duplicate of this letter. Please stamp the duplicate and return same in the postage-paid envelope.

Please contact the undersigned should you have any questions or concerns.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/bmr

enc

Before the
REGULATORY AUTHORITY
OF THE STATE OF TENNESSEE

Petition for Authority to)
Acquire Certain Assets of) Docket No.
Easton Telecom Services, Inc.)

JOINT PETITION FOR APPROVAL TO ACQUIRE ASSETS
AND REQUEST FOR EXPEDITED APPROVAL

NOW COMES Easton Telecom Services, LLC, f/k/a Weston Telecommunications, L.L.C. ("Easton, LLC") and Easton Telecom Services, Inc. ("Easton, Inc.") by and through their attorneys Early, Lennon, Crocker & Bartosiewicz, P.L.C., pursuant to the rules and regulations of the Tennessee Regulatory Authority ("TRA"), and hereby jointly request that the TRA approve the acquisition by Easton, L.L.C. of a certain portion of the subscriber base of Easton, Inc., **the transfer of Easton, Inc.'s certificates¹ and applicable tariffs**, and to grant such relief on an expedited basis to allow for the consummation of the transaction without undue delay. For the reasons set forth below, the parties request the TRA grant such approval immediately. Easton, L.L.C. and Easton, Inc. provide the following in support of this request:

I. The Parties

A. Easton Telecom Services, L.L.C., f/k/a Weston Telecommunications, LLC

Easton, L.L.C. is a limited liability company organized under the laws of the State of Ohio with principal offices located at Richfield, Ohio. Weston Telecommunications, LLC (Weston) holds authorization under Section 214 of the Communications Act of 1934, as amended, to provide domestic interstate and international telecommunications service, is currently authorized in 44 states to provide intrastate, interexchange service, and is in the process of filing applications nationwide to change its corporate name to Easton Telecom Services, L.L.C. In evidence of the name change, we enclose the Amended Articles of Organization as **Exhibit A**.

¹The TRA granted Easton, Inc. long distance authority on 6/26/96 in Case No. 96-00968 and local authority on 7/6/97 in Case No. 97-01004.

The principal office of Easton, L.L.C. is located at:

Summit II
3046 Brecksville Road
Richfield, OH 44286

Please direct any questions concerning Easton, L.L.C. and this application to:

Patrick D. Crocker
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007
(616) 381-8844
(616) 349-8525 (facsimile)
Email: pcrocker@earlylennon.com

B. Easton Telecom Services, Inc.

Easton, Inc. is a corporation organized under the laws of the State of Ohio whose principal offices are located at Richfield, Ohio. Easton, Inc. is authorized under Section 214 of the Communications Act of 1934, as amended, to provide domestic interstate and international telecommunications service, and has authority to provide intrastate, interexchange service in 48 states, along with local authority in 30 states, including the State of Tennessee. A copy of Easton, Inc.'s applicable intrastate tariff is on file with the TRA.

The principal office of Easton, Inc. is located at:

Summit II
3046 Brecksville Road
Richfield, OH 44286

Please direct any questions concerning Easton, Inc. to:

Patrick D. Crocker
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007
(616) 381-8844
(616) 349-8525 (facsimile)
Email: pcrocker@earlylennon.com

II. The Transaction

Pursuant to an Asset Purchase Agreement approved by the Bankruptcy Court on or about November 16, 2001, Easton, Inc. agreed to sell to Easton, L.L.C., and Easton, L.L.C. agreed to purchase (a) the right to provision certain Easton, Inc. telecommunications customers (hereinafter "Easton, Inc. Customers") with telecommunications and ancillary services; (b) the right to receive payments from Easton, Inc. Customers; (c) the right to receive accounts receivable for such Easton, Inc. Customers; (d) the right to use the name Easton Telecom Services, Inc.; and (e) **the certificates of authorization and tariffs of Easton, Inc.** In evidence of Easton, L.L.C.'s qualifications to acquire Easton Inc.'s certificates of authorization, a copy of an APPLICATION FOR CERTIFICATE TO PROVIDE OPERATOR SERVICES AND/OR RESELL TELECOMMUNICATION SERVICES IN TENNESSEE is attached hereto as **Exhibit B**. A copy of the Order approving sale of substantially all assets of Easton, Inc. is attached hereto as **Exhibit C**.

III. Public Interest Considerations

Rob and Heidi Mocas founded Easton, Inc.² in 1992. The business flourished for many years due to this family's dedication to the quality of service. In 1999, the family entered into a transaction with Teligent, Inc. for the sale of Easton, Inc. Unable to continue operating, Teligent declared bankruptcy. At that time, Rob and Heidi Mocas formed Weston for the purpose of purchasing Easton, Inc. assets from Teligent. The transaction necessarily took the shape of an asset purchase. The transfer of this customer base returns the assets to the original owners, Robert and Heidi Mocas. Further, the transfer contemplated by the Asset Purchase Agreement will serve the public interest by enabling Easton, L.L.C. to achieve increased economies of scale and compete more effectively in the telecommunications marketplace. More effective competition will ultimately lead to lower prices and the availability of more products and services to the public.

²Rob selected "Easton" as it is a family name.

The transfer of the Easton, Inc. Customer base will also benefit Easton, Inc.'s existing customers directly. The acquisition of the Easton, Inc. Customer base by Easton, L.L.C. will enable these subscribers to continue to receive high-quality telecommunications service at affordable rates without interruption.

Thus, the public will benefit both directly, through the availability of, and access to, an active carrier of the competitive services, and indirectly, because of the presence of an active competitor in this market will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. The customers of Easton, L.L.C. and Easton, Inc. rely on these companies for high quality, affordable intrastate service. Upon approval of this transaction, Easton, L.L.C. will provide notice to the Easton, Inc. Customers, and assure them of Easton, L.L.C.'s commitment to continue the provision of high quality, affordable services pursuant to the company's filed tariff. As such, the transaction will not cause inconvenience or confusion to Easton, L.L.C. or the Easton, Inc. Customers. Indeed, the transaction will be virtually transparent to Easton, L.L.C. and the Easton, Inc. Customers in terms of the services that they receive. A copy of the sample notice of the transfer appears as **Exhibit D** attached hereto.

Easton, L.L.C. certifies that it continues to have the necessary managerial and financial resources to provide the public with quality telecommunications service throughout the state. After the consummation of the transaction, Easton, L.L.C. will continue to be led by a team of well-qualified managers comprised of its existing personnel. Easton, L.L.C. expects that the ample managerial, technical and financial expertise of this managerial team will enable Easton, L.L.C. to continue providing high quality service to its existing customers and those of Easton, Inc., as well as to expand its customer base. The proposed acquisition will therefore promote competition in the Tennessee services market and serve the public interest.

WHEREFORE, Easton, L.L.C. and Easton, Inc. respectfully requests that the TRA authorize the sale of assets from Easton, Inc. to Easton, L.L.C. In addition, the Parties respectfully request expedited processing of this Joint Petition so that the transaction may proceed without undue delay.

Respectfully submitted,

Easton Telecom Services, L.L.C. and Easton Telecom Services, Inc.

By: 

Patrick D. Crocker

Early, Lennon, Crocker & Bartosiewicz, P.L.C.

Its Attorneys

VERIFICATION

Robert Mocas, President for WESTON TELECOMMUNICATIONS, LLC, first being duly sworn on oath, deposes and says that he has read the foregoing Petition and verifies that the statements made therein are true and correct to the best of his knowledge, information, and belief

WESTON TELECOMMUNICATIONS, LLC

By: Robert E. Mocas
Robert Mocas, President

The foregoing instrument was acknowledged before me this 8th day of January, 2002, by Robert Mocas.

CONNIE E. SPROUSE, Notary Public
STATE OF OHIO
Resident of Summit County
My Commission Expires November 23, 2003

Notary Public: Connie E. Sprouse
For the County of Summit
State of Ohio
My Commission Expires: November 23 2003

VERIFICATION

Robert Mocas, President for EASTON TELECOM SERVICES, INC., first being duly sworn on oath, deposes and says that he has read the foregoing Petition and verifies that the statements made therein are true and correct to the best of his knowledge, information, and belief

EASTON TELECOM SERVICES, INC.

By: Robert E. Mocas
Robert Mocas, President

The foregoing instrument was acknowledged before me this 8th day of January, 2002, by Robert Mocas.

Notary Public: Connie E. Sprouse
For the County of Summit
State of Ohio
My Commission Expires: November 23 2003

CONNIE E. SPROUSE, Notary Public
STATE OF OHIO
Resident of Summit County
My Commission Expires November 23, 2003

EXHIBIT A

AMENDED ARTICLES OF ORGANIZATION



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/28/2002	200202801012	AMEND/ARTICLES- ORGANIZATION/DOM. LLC (LAM)	50.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

VAN DEUSEN & WAGNER, LLC
1400 RENAISSANCE CENTER
1350 EUCLID AVENUE
CLEVELAND, OH 44115

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1239457

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

EASTON TELECOM SERVICES, L.L.C.

and, that said business records show the filing and recording of:

Document(s)

AMEND/ARTICLES-ORGANIZATION/DOM. LLC

Document No(s):

200202801012



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 28th day of January, A.D.
2002.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Filing Reference Guide (using the 3 digit form # located at the bottom of this form). To obtain the Filing Reference Guide or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite is an additional fee
of \$100.00
☐ Expedite

CERTIFICATE OF AMENDMENT TO ARTICLES OF ORGANIZATION OF A LIMITED LIABILITY COMPANY

The undersigned, being a member, manager or authorized representative of Weston Telecommunications, L.L.C.
(name of limited liability company)

1239457 _____, an Ohio limited liability company, organized on July 2, 2001 _____, does hereby certify that the _____
(Registration Number) (date)
undersigned is duly authorized to execute this certificate, and hereby certifies that the Articles of Organization of the above named
limited liability company have been amended as follows:

AMENDMENT

Article(s) First

is/are hereby amended as follows:

The name of said limited liability company shall be:
Easton Telecom Services, L.L.C.

(if insufficient space for amendment, please attach a separate sheet)

IN WITNESS WHEREOF, the undersigned has executed this certificate on January 22, 2002
(date)

Weston Telecommunications, L.L.C.
(name of limited liability company)

By: Robert E. Mocas
Its: Duly Authorized Member, Manager or Representative
Robert E. Mocas

[Ohio Revised Code Section 1705.08(C)(1)]



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please

call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

CONSENT FOR USE OF SIMILAR NAME

(Where consenting entity is a corporation)

Easton Telecom Services, Inc.

(Name of Corporation giving consent)

(Charter/License Number) --823861--

gives its consent to Weston Telecommunications, L.L.C.

(Name of individual or proposed corporation receiving consent)

to use the name Easton Telecom Services

This document is signed by any authorized corporate officer.

Date 01/16/02

Signed Stacy R. Dees
Name: Stacy R. Dees
Title: Assistant Secretary

EXHIBIT B

**APPLICATION FOR CERTIFICATE TO PROVIDE OPERATOR SERVICES AND/OR
RESELL TELECOMMUNICATIONS SERVICES IN TENNESSEE**

**APPLICATION FOR CERTIFICATE
TO PROVIDE OPERATOR SERVICES AND/OR RESELL
TELECOMMUNICATION SERVICES IN TENNESSEE
SECTION A**

Application is hereby made for a certificate of authority pursuant to TRA Rule 1220-4-2-.57 to provide telecommunications services in the State of Tennessee.

Part I: General Information

A. Name of Applicant Easton Telecom Services, L.L.C.
Full exact name of person, corporation, partnership, sole proprietorship, or other entity, for which application is made.

Legal name of applicant, if different from above.

Summit II, 3046 Brecksville Road, Richfield, OH 44286
Address, City, State, Zip

Tenn. Secretary of State Certificate of Authority ID _____
Federal Taxpayer ID Number 34-1961773
Social Security Number for Applicants Applying as Individuals _____
Any trade name(s), assumed name(s) or fictitious name(s) used by applicant:
Not Applicable

If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for each affiliate(s), as well as for the applicant.

Address _____

City/State/Zip _____ Phone () _____

*****IMPORTANT INFORMATION*****

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information on all parts of this application as well as for the applicant. Provide this information on a separate attachment, if necessary.

THIS SECTION FOR TRA USE ONLY

Docket Number _____	Company ID Number _____
	Date Approved _____
	Evaluator _____

B. Describe other businesses or business transactions, if any, at the same location as the principal business address:

Not Applicable

C. Provide the name, business and home address of and a chronological summary of the employment history and business experience over the preceding eight years of:

- (a) The proprietor, if the applicant is an individual;
- (b) Every member, if the applicant is a partnership;
- (c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation. (Note: If the applicant is a publicly traded corporation or a subsidiary of such a corporation it does not need to provide this information)
- (d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Information to be included:

NAME	TITLE	SOCIAL SECURITY NUMBER
BUSINESS ADDRESS		PHONE No.
HOME ADDRESS		PHONE No.
EMPLOYMENT HISTORY		

Attached as Attachment A.

D. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business whose authority to transact business was denied, revoked or suspended by a state or federal regulatory or law enforcement entity?

☐ Yes ☒ No If yes, please explain fully.

E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?

☐ Yes ☒ No If yes, please explain fully.

(1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust), been enjoined or restrained by order by any court or state or federal regulatory or law enforcement entity from engaging in any conduct or practice related to the telecommunications business?

☐ Yes ☒ No If yes, please explain fully.

F. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state, describe the circumstances. **(Use additional pages if necessary)**

☐ Yes ☒ No If yes, please explain fully.

- G. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been convicted of any crime or crimes, or charged in court with any fraudulent or dishonest acts in any transaction of any kind, or confined in any penal institution? If so, list such persons, give details, state results and final outcome. **(Use additional pages if necessary)**

☐ Yes ☒ No If yes, please explain fully.

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been indicted, convicted, pled guilty or pled nolo contendere to a felony in Tennessee or elsewhere?

☐ Yes ☒ No If yes, please explain fully.

- H. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Robert Mocas
Name

330-659-6700
Phone No.

330-659-9379
Facsimile No.

(888) 742-7122

E-mail Address: rmocas@etel.com

- (1) Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Patrick Crocker
Name

616-381-8844
Phone No.

616-349-8525
Facsimile No.

(800) 768-2852

E-mail Address: pcrocker@earlylennon.com

- I. List a toll-free telephone number and mailing address that consumers can call or write to report service problems and/or request refunds or adjustments.

(888) 742-7122

PHONE NUMBER

ALTERNATE PHONE NUMBER

Summit II, 3046 Brecksville Road
ADDRESS

Richfield
CITY

Ohio
STATE

44286
ZIPCODE

- J. Provide the name and address of the registered agent for service of process:

Joseph Martin, Jr.

3rd Floor, 230 Fourth Avenue N

Nashville, TN 37219

- K. Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location: (use additional sheets if necessary)

Not Applicable

Part II:

- A. Check the type of telecommunication services you plan to provide in Tennessee.
☒ Resell Interexchange long distance services
☐ Operator Services
☐ Resell local services
☐ Other (describe) _____
- B. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. **Provide the above information on Appendix I.** Applicant is not providing operator service at this time. _____
- C. List the state(s) where the applicant, its parent company, and all affiliates is authorized to operate in at this time. For each such state, describe applicant's current activities along with a history of operations there. (Use additional pages if necessary.)
Attached as Attachment B

For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment, if necessary.

No complaints have been filed against Applicant.

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information for all as well as for the applicant. Provide this information on a separate attachment, if necessary.

Applicant has no affiliates or parents.

- D. List any states that the applicant or any affiliate, parent company, or constituency corporation operating under any trade name, assumed name, or fictitious name, has been denied authority to provide service. (Use additional pages if necessary)
Applicant has not been denied authority to provide service.
- E. Areas in Tennessee to be served.
Statewide
- F. What type of customers will the applicant serve?
a. ☒ Business
b. ☒ Residential
c. ☐ Aggregators
(e.g. Hotels, Payphones)
d. ☐ Other (specify) _____
- G. Does the applicant allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network?
☐ Yes ☐ No If yes, specify amount: _____
Not applicable
- H. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers' price for similar services?
☐ Yes ☐ No
Not applicable

I. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II¹.
Attached as Exhibit C

J. What is the applicant's 10XXX or 800 access code, if applicable?
Not applicable

K. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee?
Applicant has not plans at this time to construct any telecommunications transmission facilities of its own and seeks no construction authority by means of this application.

L. Whose facility-based network(s) will the applicant be reselling?
Global Crossing

M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly²?
Applicant will utilize VLM International for billing

N. Describe briefly how the applicant plans to market their services in Tennessee?
Applicant plans to market their services through Independent Distributors who will obtain Letters of Agency; Applicant will also market services through their website.

O. If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company.

COMPANY NAME	CONTACT	ADDRESS	CITY ST ZIP	PHONE
COMPANY NAME	CONTACT	ADDRESS	CITY ST ZIP	PHONE

P. Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.
Via EDI with carrier. Paper LOA on file.

Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company.
☒ Yes ☐ No

R. Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates.
☒ Yes ☐ No

¹ Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

² A copy of a bill is required if applicant is going to bill the customer directly.

Part III: Organization Structure

A. Applicant's organizational structure

☐ Corporation

☐ Publicly Traded Corporation

☐ Subsidiary of a Publicly Traded Corporation

☒ Limited Liability Corporation Attach a copy of the articles of organization and operating agreement along with amendments.

☐ Other Form of Corporation

Attached as Attachment D

List type _____ (Example S Corporation)

Attach a copy of the charter, bylaws and/or certificate of incorporation.

☐ Association

Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State.

☐ Joint Stock Association

Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State.

☐ Trust

Attach a copy of the trust agreement and Letter of Authorization from Tennessee Secretary of State.

☐ Individual

Attach a copy of the Letter of Authorization from Tennessee Secretary of State.

SECTION (a)-(e) is to be completed if applicant is a Corporation Association or Trust

(a) The date and state of formation/incorporation: July 2, 2001

(1) Parent Company, if applicable _____

(b) Attach a certificate of good standing from the state in which the applicant was incorporated/formed.

Attached as Attachment E

(1) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

Applicants Certificate of Authority and the Application for Amended Certificate of Authority are Attached as Attachment F

(c) Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange.

Applicant is a Limited Liability Company duly organized in the State of Ohio. Applicant has no parents or subsidiaries.

(d) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application.

(e) If applicable, attach a copy of the instrument creating the trust and all amendments thereto:

- B. ☐ Proprietorship
☐ Partnership
☐ General Attach a copy of the partnership agreement along with any amendments.
☐ Limited Attach a copy of the certificate of limited partnership and the partnership agreement along with any amendments.
☐ Other (Explain on separate sheet)

All of the above will be required to submit a valid business license.

- (a) Identify the place and date of the applicant's qualifications to provide telecommunications services in this state.
(b) List the full name, social security number and address of the owners, if a sole proprietorship, or all partners identifying the percentage of ownership: **ATTACH ADDITIONAL PAGES AS NECESSARY**

C. Number of employees: 15

Employer Identification Number (E.I.N.) 34-1961773

Part IV: Financial Information

A. Address where business records are kept:
Summit II, 3046 Brecksville Road Richfield, OH 44286 330-659-6700
STREET CITY STATE ZIP CODE PHONE NUMBER

- B. Attach a copy of the applicant's most recent unconsolidated and consolidated audited financial statements for the immediately preceding three-year period. Provide in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.
Attached as Exhibit G

(1) Fiscal year end: Month _____ Day _____

(2) Date of most recent audited, unconsolidated financial statement of Applicant:

(3) If applicable, name and address of independent certified public accountant:

(4) Period covered by financial statement attached:

C. Does the applicant currently have an internal auditor and/or internal audit program?
If so, Name of internal auditor _____

D. If applicable, provide a history of applicant's material litigation and criminal convictions for the ten-year period prior to the date this application is made. Material litigation is defined as any litigation that, according to generally accepted accounting principles, is deemed significant to a person's financial health and would be required to be referenced in annual audited financial statements, reports to shareholders or similar documents.
Not Applicable

Attached as Exhibit H, please find Applicant's Surety Bond

Part V: Rule Compliance Agreement

- A. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* in its entirety?
☒ Yes ☐ No
- B. Do you understand the penalties for non-compliance, and all associated fees to provide such service?
☒ Yes ☐ No

Mail the completed application and a check for \$50.00 to: Tennessee Regulatory Authority, **P.O. Box 198907, Nashville, TN 37219-8907**. Should you have any questions, call (615) 741-7489, ext. 163.

The Reseller or Operator Service Provider applicant, hereby, affirms the following:

Will comply with the TRA Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-206 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* under the External Site of Lexis Law Publishing.

Having been duly sworn, and under the penalties of perjury, I hereby certify that the representations in this RESELLER APPLICATION and all attachments and appendices are true and correct to the best of my knowledge and belief. I further understand that omissions or inaccuracies may result in denial of the APPLICATION and grounds for revocation of Certificate of Authority.

For Individual and Partners:

Signature

PRINTED NAME

Signature

PRINTED NAME

Signature

PRINTED NAME

Signature

PRINTED NAME

For Corporations
and Other Organizations

Easton Telecom Services, L.L.C.
(NAME OF CORPORATION)

BY: _____
SIGNATURE

Patrick D. Crocker
PRINTED NAME

Attorney
TITLE

ATTEST: _____

TITLE

On this the 2nd day of May 2002 before me, a Notary Public,
Patrick D. Crocker, known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of his knowledge and belief.

Paula A. Schneider
NOTARY PUBLIC

PAULA A SCHNEIDER
Notary Public, Kalamazoo County, MI
My Commission Expires Jun 24, 2004

ATTACHMENT A

Officers and Directors

Background and Experience of Management Team

NAME**TITLE****SOCIAL SECURITY NO.**

Robert Mocas

President / Director

280-60-3470

BUSINESS ADDRESS**PHONE NO.**Summit II
3046 Brecksville Road
Richfield, OH 44286

330-659-6700

HOME ADDRESS**PHONE NO.**291 Timberlane Drive
Northfield, OH 44067

330-467-1411

NAME**TITLE****SOCIAL SECURITY NO.**

Heidi Mocas

Secretary / Treasurer / Director

277-54-0176

BUSINESS ADDRESS**PHONE NO.**Summit II
3046 Brecksville Road
Richfield, OH 44286

330-659-6700

HOME ADDRESS**PHONE NO.**291 Timberlane Drive
Northfield, OH 44067

330-467-1411

Background and Experience of Management Team Weston Telecommunications, Inc.

Robert E. Mocas, President

44 years of age. Married, 2 children. BA 1979 and Post graduate studies

Entered the Telecom industry in 1983 as Consultant Trainee. Became Senior Vice President in 1988. Left firm in 1992 to found Resale LD company. Operated successfully as President for 7 years. Sold company, remained as Vice President of parent firm and operated as subsidiary profitably.

James W. Butler

33 years of age. Currently employed as the Director of Sales and Marketing for Easton Telecom.

Previously was the Manager of Support Services Has worked at Easton since September of 1992.

Previous experience in outside sales for LDDS, Allnet and Conquest Communications. Total experience nearly 12 years.

Denise L. Stoppenhagen

36 years old and currently employed by Easton Telecom Service, Inc as Director of Network Services.

With Easton since 1994. Previously with Progressive Communication Technologies as

Manager of Complex Local Networks Local/Data/Equipment/LD and Disaster Recovery. Denise has 11 years of industry experience. Achieved BA in 1987.

Dawna R. Kornick

42 yrs old and has been employed by Easton Telecom Services since 1995. Currently Manager of Customer Support & Local Services. Previously with BN1 Telecommunications where she held several different positions as Marketing Support Rep, Account Coordinator, Provisioning & Customer Service. 13 years of industry experience.

Jean Platis

35 years old. Manager of Credit and Collections for Easton Telecom Services, employed there since 1996. Previous experience with BN1 Telecommunications in the Sales and Marketing department

I came to work for Easton Telecom Services in 1996 as a customer service. 7 years of industry experience.

Beth Stewart

50 years old Has worked in the accounting field for 30 years. Her main work experience was at The B.F. Goodrich Company. In the Accounts Payable Department for 20 years. Held several positions in this Department; invoice clerk, expense auditor, secretary, and accounts payable supervisor. The last 10 years with Goodrich in the Tax department and held the position of Tax Auditor. Hired July 19, 1999 at Easton Telecom Services Inc as Controller and remains in this position.

Jim Kolezynski

Age 48

Years of experience: 27 years in telecommunications at SBC/Ameritech, Ohio

Bell, and A.T. & T. 5 years experience in Computer. Director of Operations for Easton Telecom.

Operations, Programmer, and Research Analyst at Roulston & Co.

MBA, BA in Business Administration, Associate in Accounting

ATTACHMENT B

Jurisdictions in Which Applicant is Authorized to Operate

Applicant is a newly formed Limited Liability Company that is seeking authority to provide the resale of telecommunications throughout the United States. Applicant is currently authorized in the following jurisdictions:

Alabama
Arizona
Arkansas
California
Colorado
District of Columbia
Florida
Georgia
Hawaii
Idaho
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Dakota
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

ATTACHMENT C

Tariff

TENNESSEE TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Tennessee by EASTON TELECOM SERVICES, L.L.C. ("Company"). This Tariff is on file with the Tennessee Regulatory Authority, and copies may also be inspected, during normal business hours, at the following location: 3046 Brecksville Road, Richfield, OH 44286.

Issued: May 6, 2002

Effective:

Issued by: Robert E. Mocas, President
EASTON TELECOM SERVICES, L.L.C.
Summit II, 3046 Brecksville Road
Richfield, OH 44286

CHECK SHEET

The title page and pages 1-40 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	39	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original	38	Original
19	Original	39	Original
20	Original	40	Original

* New or Revised Sheets

Issued: May 6, 2002

Effective:

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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

Issued: May 6, 2002

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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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

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

Check Sheets - When a Tariff filing is made with the TRA, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the TRA.

Issued: May 6, 2002

Effective:

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Richfield, OH 44286

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Tennessee by EASTON TELECOM SERVICES, L.L.C. ("Company").

Issued: May 6, 2002

Effective:

Issued by: Robert E. Mocas, President
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EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

Issued: May 6, 2002

Effective:

Issued by: Robert E. Mocas, President
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Issued: May 6, 2002

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Issued: May 6, 2002

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1. TECHNICAL TERMS AND ABBREVIATIONS

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

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity 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.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

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 canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to an interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Company

EASTON TELECOM SERVICES, L.L.C.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

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 its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications TRA

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

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

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

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

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route that in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

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.

Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the TRA.

TRA

Tennessee Regulatory Authority

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band.

2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
 - 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
 - 2.1.5.B. the Customer is using the Service in violation of the law or TRA regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

Issued: May 6, 2002

Effective:

Issued by: Robert E. Mocas, President
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- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

Issued: May 6, 2002

Effective:

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2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

Issued: May 6, 2002

Effective:

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Richfield, OH 44286

- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications TRA, or other local, state or federal government authority.

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2.5. Cancellation for Cause by the Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:
- 2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
- 2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- 2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
- 2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;
- 2.5.2.E. in the event of unauthorized use.

2.5.2.F. following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the TRA's rules.

2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.6. Credit Allowance

2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.6.3. No credit shall be allowed:

2.6.3.A. For failure of services or facilities of Customer; or

2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.

2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.

2.6.5. Credits are applicable only to that portion of Service interrupted.

- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.

- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment Arrangements
- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).
- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. Company will not require deposits or advance payments by Customers for Services.
- 2.9. Assignment
- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.10. Tax and Fee Adjustments
- 2.10.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.

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- 2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.
- 2.10.5. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility TRA.
- 2.10.6. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

2.11. Method for Calculation of Airline Mileage

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

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

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

Example:

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

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

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

2.12. Time of Day Rate Periods

2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday
From 8:01 AM to 11:00 PM Saturday
From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

3. DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

- 3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

- 3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Dedicated Inbound Service

- 3.3.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.4. Switched Outbound Service

- 3.4.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.5. Dedicated Outbound Service

- 3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.6. Calling Card Service

- 3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

3.7. Timing of Calls

3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (19) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

3.8. Minimum Call Completion Rate

3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

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4. RATES AND CHARGES

4.1. Usage Rates

- 4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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4.2. Switched Inbound Usage RatesBUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0435	0.0145

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4.3. Dedicated Inbound Usage RatesBUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0285	0.0095

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4.4 Switched Outbound Usage RatesBUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0435	0.0145

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4.5. Dedicated Outbound Usage RatesBUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0255	0.0085

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4.6. Calling Card Usage RatesBUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.075	0.025

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4.7. Recurring Charges

4.7.1. Customers will incur the following monthly Recurring Charges:

SWITCHED ACCESS DEDICATED ACCESS

Per 800 Number	\$5.00	\$5.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$10.00	\$10.00
Authorization Code change/add/delete	\$5.00	\$5.00
Monthly Recurring Charge Per T-1	\$2,000.00	\$2,000.00
Monthly Billing Charge	\$20.00	\$20.00

4.8. Non-recurring Charges

4.8.1. Customers will incur the following Non-recurring Charges:

SWITCHED ACCESS DEDICATED ACCESS

Per 800 Number	\$5.00	\$5.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$5.00	\$5.00
Authorization Code change/add/delete	\$0.00	\$0.00
Set and Installation Charge	\$1,500.00	\$1,500.00

4.9. Special Promotional Offering

4.9.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by TRA. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.10. Emergency Calls

4.10.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

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4.11. Payphone Use Service Charge

4.11.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.26.

4.12. Universal Connectivity Charge

4.12.1. Services provided pursuant to this tariff are subject to an undiscountable monthly Universal Connectivity Charge. This monthly service charge is equal to 5.7% of the Customer's total net intrastate, interstate and international charges, after application of all applicable discounts and credits.

4.12.1.A. The Company will waive the Universal Connectivity Charge with respect to specifically identified Company charges to the extent that the Customer demonstrates to the Company's reasonable satisfaction that:

1. the Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks the waiver;
2. the charges with respect to which the waiver is sought are for services purchased by Customer for resale; and
3. the Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with the Customer's resale of services purchased from the Company.

4.12.1.B. The Universal Connectivity Charge will not be waived with respect to:

1. charges for services purchased by the Customer for its own use as an end user; or
2. charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges.

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4.13. Rates Applicable for Hearing/Speech Impaired Persons

- 4.13.1 A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive upon request credit on charges for all intrastate-interLATA toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be 50% of the billed charges.

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Effective:

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ATTACHMENT D

Amended Articles of Organization

Articles of Organization



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/28/2002	200202801012	AMEND/ARTICLES- ORGANIZATION/DOM. LLC (LAM)	50.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

VAN DEUSEN & WAGNER, LLC
1400 RENAISSANCE CENTER
1350 EUCLID AVENUE
CLEVELAND, OH 44115

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1239457

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

EASTON TELECOM SERVICES, L.L.C.

and, that said business records show the filing and recording of:

Document(s)

AMEND/ARTICLES-ORGANIZATION/DOM. LLC

Document No(s):

200202801012



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 28th day of January, A.D.
2002.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Filing Reference Guide (using the 3 digit form # located at the bottom of this form). To obtain the Filing Reference Guide or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite is an additional fee
of \$100.00
☐ Expedite

CERTIFICATE OF AMENDMENT TO ARTICLES OF ORGANIZATION OF A LIMITED LIABILITY COMPANY

The undersigned, being a member, manager or authorized representative of Weston Telecommunications, L.L.C.

(name of limited liability company)

1239457

(Registration Number)

, an Ohio limited liability company, organized on July 2, 2001, does hereby certify that the

(date)

undersigned is duly authorized to execute this certificate, and hereby certifies that the Articles of Organization of the above named limited liability company have been amended as follows:

AMENDMENT

Article(s) First

is/are hereby amended as follows:

The name of said limited liability company shall be:

Easton Telecom Services, L.L.C.

(if insufficient space for amendment, please attach a separate sheet)

IN WITNESS WHEREOF, the undersigned has executed this certificate on January 22, 2002
(date)

Weston Telecommunications, L.L.C.

(name of limited liability company)

[Ohio Revised Code Section 1705.08(C)(1)]

By: Robert E. Mocas
Its: Duly Authorized Member, Manager or Representative
Robert E. Mocas



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

CONSENT FOR USE OF SIMILAR NAME

(Where consenting entity is a corporation)

Easton Telecom Services, Inc.

(Name of Corporation giving consent)

(Charter/License Number) --823861--

gives its consent to Weston Telecommunications, L.L.C.

(Name of individual or proposed corporation receiving consent)

to use the name Easton Telecom Services

This document is signed by any authorized corporate officer.

Date 01/16/02

Signed Stacy R. Dees
Name: Stacy R. Dees
Title: Assistant Secretary

DATE:
07/08/2001

DOCUMENT ID
200118601964

DESCRIPTION
ARTICLES OF ORGANIZATION/DOM.
LLC (LCA)

FILING
\$5.00

EXPED
10.00

PENALTY
.00

CERT
.00

COPY
.00

Receipt

This is not a bill. Please do not remit payment.

CILATTMAN GAINES & STERN
1350 EUCLID AVE. #1400
ATTN ROGER W. VAN DEUSEN
CLEVELAND, OH 44115-1817

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1239457

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
WESTON TELECOMMUNICATIONS, L.L.C.

and, that said business records show the filing and recording of:

Document(s):

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200118601964



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 2nd day of July, A.D.
2001.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite is an additional fee

☐ Yes

ARTICLES OF ORGANIZATION

(Under Section 1705.04 of the Ohio Revised Code)

Limited Liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio Revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be:

Weston Telecommunications, L.L.C.

(the above must include the words "limited liability company", "limited", "Ltd", "Ltd.", "L.C.", or "L.L.C.")

SECOND This limited liability company shall exist for a period of

Perpetual

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

291 Timberlane Drive

(street address or post office box)

Northfield

(city, village, or township)

OH

(state)

44067

(zip code)

☐ Please check this box if additional provisions are attached hereto

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

J. Kenneth Blackwell
Secretary of State

FOURTH: Purpose (optional)

Own, sell, serve and provide telecommunications, data and other products
and servicing in the telecommunications industry by aggregating resale, sale
distribution or otherwise to end users of the products and services and to do
everything suitable, proper and conducive to the successful conduct of a
business

IN WITNESS WHEREOF, we have hereunto subscribed our names on

June 28, 2001

(date)

Signed [Signature]
Name: 170147 Service Corporation - Agent
Roger W. Van Deuren, Esq. - Vice President

Signed _____
Name: _____

Signed _____
Name: _____

Signed _____
Name: _____

Signed _____
Name: _____

Signed _____
Name: _____

Signed _____
Name: _____

Signed _____
Name: _____

Signed _____
Name: _____

Signed _____
Name: _____

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures.)

ATTACHMENT E

Certificate of Good Standing

**United States of America
State of Ohio
Office of the Secretary of State**

I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show EASTON TELECOM SERVICES, L.L.C., an Ohio Limited Liability Company, Registration Number 1239457, was organized within the State of Ohio on July 02, 2001, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 25th day of April, A.D. 2002*

J. Kenneth Blackwell

Ohio Secretary of State

Validation Number: V2002115AF3631

ATTACHMENT F

Certificate of Authority to Conduct Business in the State of Tennessee

Application for Amended Certificate of Authority

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 11/15/01
REQUEST NUMBER: 4345-0353
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 11/15/01 1430
EFFECTIVE DATE/TIME: 11/15/01 1430
CONTROL NUMBER: 0417233

TO:
CORPORATION GUARANTEE & TRUST CO
3331 STREET ROAD
SUITE 110
BENSALEM, PA 19020

RE:
WESTON TELECOMMUNICATIONS, L.L.C.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED
ABOVE.

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF
STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN
ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE
WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED
LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING
ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO
MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY
COMPANY TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

ON DATE: 11/15/01

FROM:
CORPORATION GUARANTEE AND TR
3331 STREET ROAD
SUITE 110
BENSALEM, PA 19020-0000

RECEIVED: FEES \$300.00 \$0.00
TOTAL PAYMENT RECEIVED: \$300.00

RECEIPT NUMBER: 00002959742
ACCOUNT NUMBER: 00362648



SS-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE



FILED

For Office Use Only

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

**APPLICATION FOR
CERTIFICATE OF AUTHORITY**

2001 NOV 15 12:30
FBI

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of § 48-246-301 of the Tennessee Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is: WESTON TELECOMMUNICATIONS, L.L.C.
If different, the name under which the certificate of authority is to be obtained is: _____

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-207-101 of the Tennessee Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-207-101(d).

2. The state or country under whose law it is formed is: Ohio

3. The date of its organization is: July 2, 2001 (must be month, day and year)

4. The complete street address (including zip code) of its principal office is:
SUMMIT HILL, 3046 BRECKSVILLE RD, RICHFIELD OH 44286
Street City/State Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee:
230 Fourth Avenue, North, 3rd Floor, Nashville, Davidson, TN 37219
Street City/State County Zip Code

The name of its registered agent at that office is: Joseph Martin, Jr.

6. The number of members at the date of filing 2

7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____

NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.

10-16-01
Signature Date
PRESIDENT/Manager
Signer's Capacity

WESTON TELECOMMUNICATIONS, L.L.C.
Name of Limited Liability Company
Robert E. Mocas
Signature
ROBERT E MOCAS
Name (typed or printed)

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR AMENDED
CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

For Office Use Only

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of § 48-246-303 of the Tennessee Limited Liability Company Act, the undersigned hereby applies for an amended certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is: WESTON TELECOMMUNICATIONS, L.L.C.

If different, the name under which the certificate of authority is to be obtained is: _____

EASTON TELECOM SERVICES, L.L.C

2. The state or country under whose law it is organized is: Ohio

3. The date of its formation is: July 2, 2001 (must be month, day and year).

4. The complete street address (including zip code) of its principal office is:

Summit II, Unit A, 3046 Brecksville Road, Richfield, OH 44286
Street City State/Country Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee is:

230 Fourth Avenue, North, 3rd Floor, Nashville, Davidson, TN 37219
Street City/State County Zip Code

The name of its registered agent at that office is: Joseph Martin, Jr.

6. Please insert the number of members at the date of filing. _____

NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of Limited Liability Company records in the state or country under whose law it is formed. The certificate shall not bear a date of more than two (2) month prior to the date the application is successfully filed in Tennessee.

April 4, 2002
Signature Date

Manager
Signer's Capacity

WESTON TELECOMMUNICATIONS, L.L.C.
Name of Limited Liability Company

x Robert E. Mocas
Signature

Robert E. Mocas
Name (typed or printed)

ATTACHMENT G

Financial Statements

Applicant is a newly formed company and does not, therefore, have financial statements for the previous three years. Following are financial statements for December 2001.

Weston Telecommunications, LLC

Balance Sheet

December 2001

1/24/02
4:14:53 PM

Assets

Current Assets

Cash

Bank One Checking

\$43,372.24

HSBC

\$140,120.50

Total Current Assets

\$183,492.74

Accounts Receivable

\$2,343,907.78

Allowance- Uncollectable A/R

(\$36,919.00)

Deposits Paid

\$25,000.00

Property & Equipment

Office Equipment

\$11,000.00

Computer Equipment

\$28,000.00

Other Assets

Total Assets

\$2,554,481.52

Liabilities

Current Liabilities

Accounts Payable

\$1,070,123.99

Sales Commissions Accrued

\$47,499.92

Total Current Liabilities

\$1,117,623.91

Accrued Tax Account

(\$27,129.32)

Sales Taxes Due

Ohio Sales Taxes Due

\$22,391.05

Alabama State Tax

\$141.51

Alaska State Taxes

\$0.04

Arizona State Tax

\$165.93

Arkansas State Tax

\$38.76

California State Tax

\$1,497.90

Colorado State Tax

\$1,709.13

Connecticut State Tax

\$475.43

Delaware State Tax

(\$4.63)

District Of Columbia State Tax

(\$187.46)

Florida State Tax

\$9,832.64

Haiwii State Tax

\$3.59

Idaho State Tax

\$59.44

Illinois State Tax

(\$51,848.39)

Indiana State Tax

\$1,090.76

Iowa State Tax

\$102.65

Kansas State Tax

(\$411.83)

Kentucky State Tax

\$3,091.51

Louisiana State Tax

(\$30.20)

Maine State Tax

\$3.74

Maryland State Tax

\$2,174.86

Massachusetts State Tax

\$421.49

Michigan State Tax

\$25,008.66

Minnesota State Tax

\$853.98

Mississippi State Tax

\$19.97

Missouri State Tax

\$264.51

Montana State Tax

\$27.23

Nebraska State Tax

\$45.42

Nevada State Tax

\$0.49

New Hampshire State Tax

\$42.67

New Jersey State Tax

\$758.71

New Mexico State Tax

\$680.07

New York State Tax

\$1,070.79

North Carolina State Tax

\$40.51

North Dakota State Tax

\$12.45

Oklahoma State TAX

\$128.63

Weston Telecommunications, LLC

Balance Sheet

December 2001

1/24/02

4:14:53 PM

Oregon State Tax	\$169.96
Pennsylvania State Tax	\$965.67
Rhode Island State Tax	\$412.04
South Carolina State Tax	\$722.90
South Dakota State Tax	(\$229.48)
Tennessee State Tax	\$394.02
Texas State Tax	\$740.85
Utah State Tax	\$226.45
Vermont Sales Tax	\$32.62
Virginia State Tax	\$805.06
Washington State Tax	\$574.43
West Virginia State Tax	\$233.09
Wisconsin State Tax	\$6,449.33
Wyoming State Tax	\$267.12
Federal Excise Tax	\$42,056.58
TRS FUND	\$3,137.56
Universal Service Fund	\$17,869.54
Long Term Debt	
MOCAS LIMITED LOAN	\$25,000.00
ROBERT MOCAS LOAN	\$170,000.00
Bank One Loan	\$900,000.00
Deffered Revenue	\$59,292.03
Total Liabilities	<u>\$2,339,286.37</u>
Equity	
Purchase Price "adjustment"	\$424,933.00
Owner's Investment	\$10,000.00
Owner's Withdrawal	(\$8,400.00)
Current Year Earnings	<u>(\$211,337.85)</u>
Total Equity	<u>\$215,195.15</u>
Total Liability & Equity	<u>\$2,554,481.52</u>

Weston Telecommunications, LLC

Profit & Loss Statement

October 2001 through December 2001

1/24/02

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Income

Retail Income	
Frontier	\$854,632.81
Retail Data	\$35,110.47
Internet Access Income	\$12,782.15
TELIGENT LOCAL	\$588.09
Local Income	\$160,869.08
Miscellaneous	\$28,476.32
PIC-C Billed	\$55,998.01
Total Retail Income	<u>\$1,148,456.93</u>
Wholesale Income	
American Farm Bureau	\$161,890.71
Service Income	
TRS fund-surcharge income	\$49,074.59
NSF returned	(\$653.19)
Total Income	<u>\$1,358,769.04</u>

Cost of Sales

Telecommunication Expenses	
Local	
Ameritech Usage	\$252,197.89
Internet Access Expense	\$7,377.48
Connection Costs - DG, Print.	\$355.06
Long Distance	
Frontier Usage	\$689,525.83
Switched	\$16,711.39
PIC C Fee	\$16,202.19
Overpayment Refund	\$2,526.24
Miscellaneous - CC, MSVPP	\$3,066.85
Internet Access Expense	
Broadwing	\$21,053.07
QWEST Usage	\$15,530.74
Billing Costs	\$64,962.81
NEC BUSINESS SOLUTIONS INC	\$6,672.96
MCI Usage	\$10,306.88
AT&T	\$44,129.72
Dedicated - Flat Rate	\$61,012.64
Total Cost of Sales	<u>\$1,211,631.75</u>

Gross Profit

\$147,137.29

Expenses

Advertising	\$9,222.50
TRS Fund - Surcharge Expense	\$36,460.01
PUC Regulatory Fees	\$830.51
Travel	\$98.00
Meals & Entertainment	\$3,692.28
Milage Reimbursement	\$1,052.68
Tax Compliance	\$5,758.16
Dues & Subscriptions	\$805.00
Insurance	\$9,443.20
Rent	\$6,396.00
Legal & Accounting	\$40,360.72
Electric	\$1,039.04
Gas	\$49.28
Sewage, Trash, Snow Removal	\$103.44
Postage	\$924.60
Delivery Expense (FEDEX)	\$613.23
Copier Expense (Lease, Main, Supp)	\$1,693.06

Weston Telecommunications, LLC

Profit & Loss Statement

October 2001 through December 2001

1/24/02
4:14:22 PM

Office Supplies	\$2,085.52
Office Cleaning	\$750.82
Office Expenses	\$298.69
Office Printing	\$1,173.01
Answering Service	\$423.51
Cellular Phone Charges	\$1,376.52
Office Phone	\$3,896.23
Office Supplies	\$349.52
Other Expenses	
Bank Charges	\$8,902.30
Auto Expense	\$3,331.22
Collections	\$37.03
Bad Debt Expense	\$17,637.11
Miscellaneous Expense	\$4,673.26
CONSULTING	\$500.00
OTHER ACCOUNTS	
Office Insurance	\$250.00
Legal-State Certifications	\$71,075.16
Annual- Reg Agent, License, AP	\$618.30
Back Office Salaries	\$105,382.82
Payroll Expenses	\$8,061.77
Unemployment Expenses	\$3,310.06
Donations	\$1,200.00
BANK ONE -SBA LOAN	\$1,350.00
Total Expenses	<u>\$355,224.56</u>
Operating Profit	<u>(\$208,087.27)</u>
Other Income	
Other Expenses	
Interest Expense	\$3,250.00
Bank One Adjustment Account	\$0.58
Total Other Expenses	<u>\$3,250.58</u>
Net Profit / (Loss)	<u>(\$211,337.85)</u>

ATTACHMENT H

Surety Bond

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 45888888460

WHEREAS, WESTON TELECOMMUNICATIONS LLC (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, Hartford Fire Insurance Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 1st day of April, 2002 and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

SURETY

WESTON TELECOMMUNICATIONS LLC
Name of Company authorized by the TRA

Hartford Fire Insurance Company
Name of Surety

Company ID # as assigned by TRA

Hartford Plaza, Hartford, CT 06115
Address of Surety

SIGNATURE OF PRINCIPAL

x Robert E. Mocas
Name: ROBERT E. MOCAS
Title: PRESIDENT/MANAGER

SIGNATURE OF SURETY AGENT

Brad Cooke
Name: Brad Cooke
Title: Attorney-in-Fact

Address of Surety Agent:

2136 NOBLE RD
CLEVELAND HTS, OH 44112

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

OHIO
STATE OF ~~TENNESSEE~~
COUNTY OF Summit

Before me, a Notary Public of the State and County aforesaid, personally appeared ROBERT E MOCCAS with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of WESTON TELECOMMUNICATIONS he acknowledged to me that he executed the same.

WITNESS my hand and seal this 30 day of APRIL, 2002.

My Commission Expires:

July 6, 2005

Nola Ann Acker
Notary Public

ACKNOWLEDGMENT OF SURETY

Florida
STATE OF ~~TENNESSEE~~
COUNTY OF Orange



NOLA ANN ACKER
Notary Public, State of Ohio
My Commission Expires 07-06-05

Before me, a Notary Public of the State and County aforesaid, personally appeared Brad Cooke with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Hartford Fire Ins. Co. the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 16 day of April, 2002

My Commission Expires:

3/21/03, 2000

Lenora L. Trotter
Notary Public

LENORA L. TROTTER
Notary Public, State of Florida
My comm. exp. Mar. 21, 2003
Comm. No. DD 058991

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 20__.

Name: _____

Title: _____

POWER OF ATTORNEY

THE HARTFORD

HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

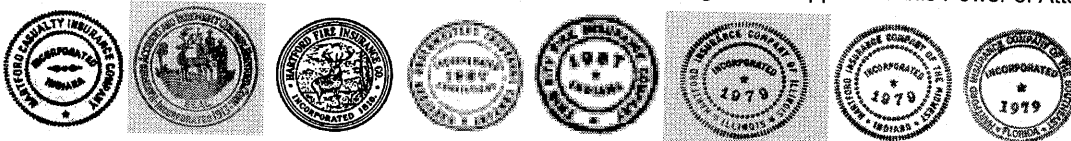
<input checked="" type="checkbox"/>	Hartford Fire Insurance Company	Twin City Fire Insurance Company	<input type="checkbox"/>
<input type="checkbox"/>	Hartford Casualty Insurance Company	Hartford Insurance Company of Illinois	<input type="checkbox"/>
<input type="checkbox"/>	Hartford Accident and Indemnity Company	Hartford Insurance Company of the Midwest	<input type="checkbox"/>
<input type="checkbox"/>	Hartford Underwriters Insurance Company	Hartford Insurance Company of the Southeast	<input type="checkbox"/>

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company*, *Hartford Accident and Indemnity Company* and *Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company*, *Twin City Fire Insurance Company* and *Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED:**

DONALD L. LONGSHORE, BEVERLY K. BOHNERT, B. SLABAUGH, T. TRAJICK, SHAYNE DALY, V. MCCORMICK, C. HOLMES, JOEL CANNON, S. FULMER, DOUGLAS E. BARNETTE, L. WILLIAMS, T. REINERTSEN, MIKE BATTENFIELD, SANDY JONES, DEBORAH L. NELSON, MARY T. MONICA, V.L. WHEELER, RUSSELL E. VANCE, KEITH DOZOIS, SUZAN TURNER, TERESA L. CLARK, SUSAN J. NEWTON, DEBBI SLOAN, KERRIE SHAFFER, DOUG SHAFFER, K. ADRAGNA, MATTHEW J. STEVENS, SANDI SMITH, LISA PETTINGILL, BENJAMIN SCHILLINGER, HARJIT CHAHAL, KIM GADDY, DEANNA L. FULTON, LENORA L. TROTTER, BRAD COOKE, STEPHEN KNOTT, SUANNE COX, STACEY COSCHIGNANO OF MAITLAND, FLORIDA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



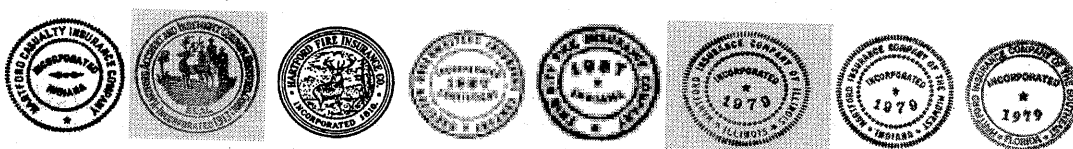
Jean H. Wozniak

Jean H. Wozniak
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of April 16, 2002

Signed and sealed at the City of Hartford.



Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

EXHIBIT C

ORDER APPROVING SALE OF SUBSTANTIALLY ALL ASSETS

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re

:

: Chapter 11

:

TELIGENT, INC., et al.,¹

:

: Case No. 01-12974 (SMB)

:

: Jointly Administered

Debtors.

:
-----X

**ORDER APPROVING DEBTOR'S (i) SALE OF SUBSTANTIALLY
ALL OF THE ASSETS OF EASTON TELECOM SERVICES, INC.
AND (ii) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
TO WESTON TELECOMMUNICATIONS, LLC**

Upon the motion (the "Motion")² of Easton Telecom Services, Inc., one of the above-captioned debtors and debtors in possession ("Easton" or "Debtor"), seeking entry of an order authorizing the Debtor's (i) sale of substantially all of its assets and (ii) assumption and assignment of certain executory contracts to Weston Telecommunications, LLC (the "Buyer"); it appearing that the relief requested is in the best interests of the Debtor's estate, its creditors and other parties in interest; it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b); and after due deliberation and cause appearing therefor, it is hereby

¹ The Debtors are the following entities: Teligent, Inc.; Teligent Services, Inc.; American Long Lines, Inc.; Association Communications, Inc.; Auctel, Inc.; BackLink, L.L.C.; Easton Telecom Services, Inc.; Executive Conference, Inc.; FirstMark Communications, Inc.; InfiNet Telecommunications, Inc.; JTel, L.L.C.; KatLink, L.L.C.; OMC Communications, Inc.; Quadrangle Investments, Inc.; Telecommunications Concepts, Inc.; Teligent Communications, L.L.C.; Teligent License Co. I, L.L.C.; Teligent License Co. II, L.L.C.; Teligent of Virginia, Inc.; Teligent Professional Services, Inc.; and Teligent Telecommunications, L.L.C.

² Capitalized terms not defined herein have the meaning given in the Motion.

FOUND AND DETERMINED THAT the Debtor has articulated good and sufficient reasons for the proposed sale of the Assets of Easton (the "Easton Assets") to Buyer;³ and it is further

FOUND AND DETERMINED THAT notice of the sale and transactions contemplated thereby was given in accordance with all applicable provisions of the Bankruptcy Rules, Bankruptcy Code and Orders of this Court; and it is further

FOUND AND DETERMINED THAT the Buyer has acted in good faith within the meaning of the Bankruptcy Code, and is entitled to all protections and benefits afforded to such an entity under 11 U.S.C. § 363(m); and it is further

FOUND AND DETERMINED THAT a reasonable opportunity to object or be heard with respect to the Motion and the relief requested in the Motion, and to submit higher and better offers for the Easton Assets, has been afforded to all interested persons and entities; and it is further

FOUND AND DETERMINED THAT the **SMB 11/15/01 consideration Purchase Price** provided by the Buyer for the Easton Assets as set forth on the record (i) is fair and reasonable, (ii) is the highest and otherwise best offer for the Easton Assets, (iii) will provide a greater recovery for the Debtor's creditors and other interested parties than would be provided by any other practically available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States and any state, territory, possession, or the District of Columbia; and it is further

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Statements made by the Court from the bench at the hearing shall constitute additional conclusions of law and findings of fact as appropriate.

FOUND AND DETERMINED THAT all parties to this sale have complied with all provisions of the Bankruptcy Code and Rules that could have a material impact on this Motion.

NOW, THEREFORE, IT IS

SMB 11/15/01

~~ORDERED that the Motion is granted in its entirety, as set forth in detail on the record; and it is further~~

ORDERED that the Motion is granted **SMB 11/15/01** to the extent indicated in its entirety, as set forth in detail on the record (provided, however, that in no event shall the definition of "Easton Assets" include or be construed to include any license agreement with DSET Corporation, any intellectual property relating thereto or any rights that the Debtor may have under any such agreement); and it is further

ORDERED that nothing in this Order shall authorize the Debtor to transfer or sell any software or intellectual property licensed from Microsoft Corporation pursuant to the Enterprise Agreement and the Master Services Agreement (including any amendments) by and between Microsoft Corporation and Teligent Services, Inc. unless Microsoft Corporation consents to such sale or transfer; provided that should such consent not be given within the earlier of (i) ten days after the entry of this Order or (ii) the Closing of the sale of the Easton Assets, the Buyer shall remove such software and intellectual property, if any, from any of the Easton Assets; and it is further

ORDERED that nothing in this Order shall affect the rights of any of the other Debtors with respect to any intellectual property or software licensed by Microsoft Corporation; and it is further

ORDERED that the sale of the Easton Assets to Buyer pursuant to the Agreement is approved and the Easton Assets shall be sold and transferred to Buyer free and clear of all liens, claims and encumbrances, with all such liens, claims and encumbrances attaching only to the proceeds of the sale; and it is further

SMB 11/15/01

ORDERED that the closing of the sale of the Easton Assets to Buyer shall occur no later than November 16, 2001; and it is further

ORDERED that in accordance with sections 365 and 363 of the Bankruptcy Code, the assumption, assignment and sale by the Debtors of the Assumed Executory Contracts to Buyer is authorized and approved; and it is further

ORDERED that pursuant to section 365(b)(1)(C) of the Bankruptcy Code, adequate assurance of Buyer's future performance under the Assumed Executory Contracts has been provided; and it is further

ORDERED that on or before the Closing Date, the Buyer shall pay and be solely liable to the counter party under each of the Assumed Executory Contracts for any and all cure amounts for the benefit of each such counter party required under section 365 of the Bankruptcy Code, which amounts are as set forth in the Motion; and it is further

ORDERED that the making or delivery of any instrument of transfer executed in connection with the sale of the Easton Assets shall be deemed to be made or delivered under, in furtherance of or in connection with a chapter 11 plan of reorganization for the Debtor and, therefore, shall be exempt from

taxation pursuant to section 1146(c) of the Bankruptcy Code, provided that a plan is confirmed; and it is further

ORDERED that each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement; and it is further

ORDERED that the Debtor is authorized to perform all of its obligations arising under the Agreement and to execute such other documents and take such further actions as are necessary to effectuate the sale of the Easton Assets to Buyer; and it is further

ORDERED that the terms and provisions of this Order shall be binding upon the Debtor, any subsequently appointed trustees thereof, the Debtor's estates, all creditors of any of the Debtor, and all parties in interest, and their respective heirs, successors and assigns; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this order; and it is further

ORDERED that notwithstanding the provisions of Bankruptcy Rules 6004(g) and 6006(d), this order shall be effective immediately upon entry.

New York, New York

Dated: November 15, 2001

/s/ STUART M. BERNSTEIN
United States Bankruptcy Judge

A:\Easton(W)-Order.wpd

EXHIBIT D

SAMPLE NOTICE OF TRANSFER

EASTON TELECOM SERVICES LLC.

RE: New Service Provider

Dear Valued Customer:

On May 1, 2002, Easton Telecom Services, LLC ("Easton, LLC") will acquire certain assets of Easton Telecom Services, Inc., including the carrier's subscriber base.

Easton, LLC has no plans to change the rates, terms, and conditions of services currently provided to you. In addition, no charges or fees will be imposed as a result of this transfer. Easton, LLC will provide at least thirty (30) days prior written notice of any changes to these rates, terms, and conditions.

As our customer, you have the right to choose your long distance provider; you are free to choose another carrier to supply the services currently provided, if an alternative carrier is available.

All subscribers receiving this notice, even those who have arranged PIC freezes through the local exchange carrier (LEC), will transfer to Easton, LLC, unless another carrier has been selected prior to May 2002. If you have a PIC freeze on your account, you will need to contact the LEC to arrange for a new freeze.

We value your business and will continue to do our best to provide the highest quality service at competitive prices.

Should you have a question or complaint concerning this transfer, please contact Easton, LLC by dialing the following toll-free number: 1-888-742-8122.

Sincerely,
Easton Telecom Services, LLC

Robert Mocas
President