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T.R.A. DOCKET ROOM

July 10, 2006

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RE: Docket # 04-00087 Company ID # 128891

To Whom It May Concern:


This correspondence is to serve as notification of the following legal action which has been taken against OCMC, Inc., d/b/a One Call Communications and/or Opticom ("OCMC"), a provider of inter-lata and other telecommunications services.

On May 12, 2006, Meridian Financial Advisors, Ltd., d/b/a The Meridian Group was appointed as the Receiver over the assets, property and business of OCMC pursuant to an order (the "Receiver Order") entered by the United States District Court for the Southern District of Indiana in the case of PNC Bank, N.A. v. OCMC, Inc., Case No. 1:06-CV-0755-JET-TAB.

Please consider this letter to be your notice that OCMC is no longer conducting business within your jurisdiction. A small staff, under the auspice of the Receiver, has transitioned all customers to other carriers. OCMC hereby relinquishes any and all certificates, licenses, or other indicia of regulatory authorization related to its IXC and operator service authority in Tennessee.

If you would like a copy of the Receiver Order, or have questions about this letter, please feel free to contact Pamela Mock via email at ocmcinc@gmail.com or by telephone at 317-580-7114.

Sincerely,


Margaret Good
The Meridian Group,
as Receiver for OCMC, Inc.

May 12, 2006

IMPORTANT: You Need to Change Your Long-Distance Telephone Service Immediately

Dear Customer,

You are being contacted because our records indicate that you currently purchase long-distance telephone service(s) from OCMC, Inc., formerly known as One Call Communications. OCMC has provided such service(s) to you by purchasing telephone service on a wholesale basis from another provider.

OCMC has experienced severe financial difficulty. At 4:30 p.m. on May 12, 2006, a Receiver was appointed over the assets, property and business of OCMC pursuant to court order (PNC Bank, N.A. v. OCMC, Inc., Case no. 1:06-CV-0755-JET-TAB, pending before the U.S. District Court for the Southern District of Indiana, Indianapolis Division). On the next business day, May 15, 2006, the Receiver communicated with OCMC's wholesale provider in an effort to continue their provision of service. On May 18, 2006, however, the Receiver was notified that such service would no longer be provided to OCMC.

Please be advised that OCMC's wholesale provider is terminating service to OCMC sometime after Friday, May 19, 2006. THIS MEANS THAT THE LONG-DISTANCE SERVICE(S) YOU PURCHASE FROM OCMC WILL NO LONGER BE AVAILABLE.

PowerNet Global Communications (PNG), an experienced local, long distance and internet telephony company has agreed to transition your long-distance service without interruption, should you consent to such transfer. PowerNet Global Communications can be reached at 1-866-693-0010. If you wish to make this change, please go to

<http://pngonecall-com.safepages.com>

or call 1-866-693-0010. PNG's rates start as low as **\$.049** per minute (state to state). In-state (intrastate) and international rates can be obtained by calling 1-866-693-0010. If you wish to sign-up with a different carrier, please do so as soon as possible, since OCMC does not know when service will be terminated. Should a service interruption occur before you are able to make these arrangements, you can dial a 1010 access number to reach another carrier prior to dialing the number you wish to call. Below is a list of major carriers and their respective access codes, but please remember OCMC does not have information regarding what rates you would be charged to access their network.

AT&T	1010288
MCI	1010222
Sprint	1010333

We sincerely regret any inconvenience this may cause, and very much appreciate your past business. If you have any questions, please call or email PowerNet Global at 1-866-693-0010 or solutions@pngmail.com, or OCMC at contact@ocld.com.

Sincerely,



Margaret M. Good,
as Federal Receiver for OCMC, Inc.

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

No.: 1:06-cv-0755-JDT-TAB

v.

OCMC, INC.,

Defendant.

**ORDER OF COURT APPOINTING
RECEIVER**

Form of Order tendered on Behalf of
Plaintiff: PNC Bank, National Association

Counsel of Record for this Party:

James P. Moloy, Esq.
William L. O'Connor, Esq.
Dann Pecar Newman & Kleiman, P.C.
One American Square, Suite 2300
Indianapolis, IN 46282
(317) 632-3232

Of Counsel:

William H. Schorling, Esq.
Klett Rooney Lieber & Schorling
A Professional Corporation
Two Logan Square
12th Floor
Philadelphia, PA 19103
(215) 567-7500

PNC BANK, NATIONAL ASSOCIATION,

Plaintiff,

Civil Action No.: 1:06-cv-0755-JDT-TAB

v.

OCMC, INC.,

Defendant.

ORDER OF COURT APPOINTING RECEIVER

AND NOW, this 12 day of May, 2006, upon consideration of Plaintiff, PNC Bank, National Association's Motion to Appoint Receiver (the "Motion"), having come on to be heard, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is granted as follows:

A. Findings of Fact and Law Relating to Appointment of Receiver.

1. Defendant, OCMC, Inc. ("Defendant" or "OCMC"), is indebted to Plaintiff, PNC Bank, National Association ("Plaintiff"), which debt is secured by, *inter alia*, a First Amended and Restated Revolving Credit and Security Agreement.
2. The Defendant is in default under the First Amended Revolving Credit and Security Agreement.
3. Service of the Motion was properly made upon Defendant, whose counsel has appeared at the hearing on the Motion and does not object to entry of this Order.
4. Defendant is currently operating at a loss and is unable to meet its current obligations as they become due.
5. Defendant has dismissed all of its employees from the premises and is not providing security or maintenance for its assets.

6. The appointment of a receiver for Defendant is necessary to preserve its assets and to liquidate the same in an orderly manner.

B. Appointment of Receiver.

7. Meridian Financial Advisors, Ltd., d/b/a The Meridian Group, is hereby appointed as Receiver (the "Receiver") for the properties and assets of OCMC, real, personal and mixed, of whatever kind and description, and wheresoever situated, including all the buildings, plants, lands, tenements, hereditments, and real property (the "Real Property") as well as the personal property, business, shares of stock, rights, assets, and effects of whatsoever nature and kind and wheresoever the same may be situated, all its buildings, plants, machinery, tools, merchandise, bills and accounts receivable, cash on hand and in banks, and all of its contracts, rights, and chooses in action, intangibles, licenses, patents, trademarks and names, copyrights, corporate franchises, and its income and profits, books of accounts, records and other books, papers and accounts, deeds, leases, contracts, muniments of title, and all interests, easements, privileges, rights and assets of every kind (collectively the "Business Assets", and together with the Real Property, the "Company Assets") for a period commencing on the date of this Order of Court appointing Receiver and ending upon termination of such appointment by Order of Court. Notwithstanding the foregoing, the receiver shall have no responsibility to administer any pension, profit sharing, 401(k), health, insurance or other employee benefit plans.

8. The Receiver shall serve without bond, provided that the Receiver will well and truly perform its duties and shall account for all of the monies and properties which come into its hands and shall abide by and perform all of the things which it shall be required to do under this Order.

9. The Receiver is appointed hereunder for the benefit and protection of the rights and interests of PNC.

10. The Receiver will be compensated at hourly rates ranging from \$70.00 to \$375.00 per hour for services provided by the Receiver and those employed by the Receiver. The Receiver will also be reimbursed for expenses incurred in the performance of the Receiver's duties. The Receiver and those employed by the Receiver will furnish PNC and other interested parties with copies of their invoices for services rendered and costs incurred on a monthly basis.

11. The Receiver is authorized to conduct investigations of, and analyses concerning, the operation and value of the Company Assets and to assume responsibility for the liquidation of the Company Assets. The Receiver shall have all necessary powers to manage the Company Assets including, without limitation, the following powers and responsibilities: (a) to take possession of the Company Assets and all personalty related thereto, including without limitation, all related books, records, bank accounts, keys, combinations for locks or other access information, or which relate in any manner to the management or operation of all or any portion of the Company Assets, (b) to direct Defendant, its equity owners, officers, agents, employees or other representatives immediately to turn over and deliver or cause to be delivered to the Receiver or its designee all personalty which relates in any manner to the management or operation of the Company Assets including, without limitation, all keys, combinations for locks or other access codes, books, records, accounts, operating statements, reserve accounts and the like pertaining to the operation of the Company Assets, (c) subject to the rights and interests for the benefit of the Plaintiff, to sell all or any portion of the Company Assets and to do all acts and things necessary or advisable in connection with such sale(s), (d) to negotiate all bills, drafts, notes or other instruments in the name of OCMC, (e) subject to the rights and interests for the

benefits of the Plaintiff, to take such steps with respect to the outstanding accounts payable and the status of operation of the Company Assets in order to maintain, preserve, and protect the Company Assets including, without limitation, to discern the status of the outstanding accounts payable and to settle any such accounts that the Receiver or its designee deems necessary and the power to demand, collect and receive from all present and future account debtors, all sums now due and unpaid or which hereafter shall become due with respect to or arising out of the Company Assets during the pendency of the receivership authorized hereby, (f) to employ such counsel, accountants or other professionals, as may be necessary in order to carry out its duties as Receiver and to preserve, maintain and liquidate the Company Assets, (g) subject to the rights and interests for the benefit of the Plaintiff, to commence and prosecute such actions at law or in equity that the Receiver deems necessary to fulfill its duties to liquidate or preserve the Company Assets, (h) subject to the rights and interests for the benefit of the Plaintiff to terminate or abrogate any or all agreements, contracts, understandings or commitments entered into by OCMC with respect to the Company Assets, to the extent permitted by applicable law, (i) to open new accounts with, or negotiate, compromise or otherwise resolve OCMC's existing obligations to utility companies or other service providers or suppliers of goods and services to OCMC to otherwise enter into such agreements, contracts or understandings with such utility companies or other service providers or suppliers as are necessary to maintain, preserve and protect the Company Assets, (j) to open new bank accounts with respect to the Receiver or its designee's management and liquidation of the Company Assets, (k) to secure such monies as PNC may be willing to advance for preservation and maintenance of the Company Assets, including current costs of repairs and general maintenance, security, utilities, insurance and other necessary services. All such monies advanced by PNC following appointment of the Receiver for

the preservation and maintenance of the Company Assets together with interest at the rate of ten percent (10%) per annum thereon, shall be repaid, to the extent feasible, from the revenues generated from the Company Assets whether such revenues are generated before, during or after the receivership. All such monies advanced by PNC shall be secured by and under the parties' First Amended and Restate Revolving Credit and Security Agreement and this Order of Court, by which PNC is and will continue to be secured in all OCMC's Business Assets, including but not limited to accounts, cash, chattel paper, collections, contracts, copyrights, documents, equipment, fixtures, general intangibles, instruments, inventory, investment property, patents, proceeds, remittances, secured obligations, trademarks, trade secrets, insurance proceeds and commercial tort claims whether such Business Assets come into existence before, during or after the receivership, and to apply to this Court for further direction and for such further powers as may be necessary to enable the Receiver to fulfill his duties.

12. Notwithstanding any other provisions in this Order, the Receiver: (i) is appointed hereunder to also protect the rights and interests of C.I.D. Mezzaine Capital, L.P. ("CID"); and (ii) shall not have the right to sell, transfer or otherwise dispose of the "Prior Mezzaine Collateral" (as defined in the Agreement dated July 15, 2005 by and among PNC, CID and OCMC), without further Order from this Court after proper notice to CID and its counsel.

13. To the extent Defendant has not already done so, the Receiver is authorized to terminate Defendant's employees and the Receiver, its officers, directors, agents and employees shall have no personal liability for any liabilities arising from any such termination. The Receiver is authorized in its discretion to employ, fix and pay the compensation, salaries and wages of all managers, agents, employees, servants as may be

advisable or necessary in its judgment for the operation, management, conduct, control or custody of the affairs of the Company Assets.

14. The Receiver or its designee shall conduct an inspection of the Company Assets and shall perform a complete inventory of the Company Assets coming under its control or possession pursuant to this Order. Such inspection and inventory shall be conducted with the cooperation of the PNC and Defendant and their agents, employees or other representatives and the Receiver or its designee shall file with the Clerk's Office a true and complete inventory of the property and proposed plan of liquidation of the Company Assets under oath within forty-five (45) days after the date of this Order. The Receiver or its designee shall keep a true and accurate account of any and all receipts and expenditures and shall, so often as the Court directs, file with the Court an Inventory and Account under oath, of any additional property or effects which it has discovered which shall have come into its hands since its appointment, and of the amount remaining in its hands or invested by it, and of the manner in which the same is secured or invested, stating the balance due from or to it at the time of rendering its last account, and the receipts and expenditure since that time. The account shall include detailed information concerning income, expenses, payables and receivables.

15. All rents, issues, profits, revenues, income or other payments which are now or hereafter become due (hereinafter collectively, the "Accounts") with respect to all or any portion of the Company Assets whether pursuant to oral or written agreements shall be remitted by the account debtors directly to the Receiver.

16. The Receiver shall have no personal liability for any environmental liabilities arising out of or relating to Defendant or its business or the Company Assets.

17. Sales of Defendant's assets pursuant hereto shall be on the terms and conditions as are reasonable under Article 9 of the Uniform Commercial Code.

18. The Receiver may obtain liability insurance to protect itself in carrying out its duties hereunder with a policy limit of not more than \$2 million and the premium therefor should be paid from the Company Assets.

19. The Receiver shall have no duty or obligation to prepare and/or file any tax or pay any taxes of Defendant that are or may become due.

20. The Receiver may bring such legal actions based on law or equity in any state, federal or foreign court as it deems necessary or appropriate in discharging its duties as Receiver.

21. The Receiver, its employees and counsel are entitled to rely on all outstanding rules of law and Court Orders and shall not be liable to anyone for their own good faith compliance with any order, rule, law, judgment or decree. In no event shall the Receiver be liable to anyone for good faith compliance with their duties and responsibilities, nor shall the Receiver, its employees or advisors be liable to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act as a result of malfeasance, bad faith, gross negligence or reckless disregard of their duties.

22. The Receiver is authorized and directed to remit the proceeds of the operation of the Company Assets and the sale of the Company Assets, including the proceeds of accounts receivable as may remain after the payment of the ordinary and necessary business expenses, including taxes, of the receivership to the Plaintiff and other creditors in order of priority.

23. For continued use of warehouses leased by the Defendant from Technology Center Associates II, LLC ("Technology"), 801 Congressional Boulevard, Suites 100, 200 and 250, Carmel, Indiana 46032, the Receiver shall continue to occupy, utilize and pay customary monthly rentals to Technology from available credit extended by Plaintiff to Defendant for a period of at least one month, such time period to be extended if the Receiver believes the same to be necessary.

24. The Receiver shall permit existing insurance coverage for the Company Assets to remain in force until the expiration of the current paid up term under such policy or policies and shall notify the insurance carriers immediately of the appointment of the Receiver hereby and request that the Receiver be added to the insurance policy or policies as an Additional Insured thereunder. Upon the expiration of the paid up portion of such policy or policies, the Receiver shall have the responsibility for keeping the Company Assets insured and may as an option keep in force the existing insurance coverages or obtain new coverages for the Company Assets, each of which coverages shall name the Receiver, its officers, directors, employees, agents and affiliates as an Additional Insured thereunder.

25. Defendant, its directors, equity owners, officers, agents, employees or other representatives under this Order are hereby directed to use their best efforts to ensure a smooth transition of the preservation and liquidation of the Company Assets to the Receiver or its designee and the Defendant shall cooperate with the Receiver or its designee in consummating such transition, provided that such parties are not compelled by this Order to expend funds.

26. The Defendant, its directors, equity owners, officers, agents, employees or other representatives are hereby enjoined from interfering in any manner with the Receiver or its

management and liquidation of the Company Assets. All officers of OCMC shall resign effective immediately upon the entry of this Order appointing the Receiver.

27. The Receiver shall not be bound by all or any contracts, agreements, understandings or other commitments OCMC had, or may have with third parties, whether oral or written. The Receiver may, by an affirmative written ratification executed by the Receiver, agree to become bound to any such contracts, agreements, understandings or other commitments or may agree to enter into any new or amended contracts, agreements, understandings or other commitments. Nothing in this Order constitutes or shall be construed to constitute an assumption of any of the leases, contracts or agreements currently existing with respect to the Company Assets by the Receiver or a waiver by the Receiver of any default under any such lease, contract or agreement. This paragraph 27 does not affect the rights of CID, PNC or other third parties under any agreements between or among such parties.

28. Without first obtaining leave of this Court, all directors, equity owners, creditors, and other persons, and all others acting on behalf of any such equity owner, creditor or other persons, including sheriffs, marshals, other officers, deputies, servants, agents, employees and attorneys are enjoined from:

a. Commencing, prosecuting, continuing or enforcing any suit or proceeding in law, equity, bankruptcy, or otherwise against or affecting the Defendant or any part of the Company Assets in any forum other than this Court, except that such actions may be filed to toll any statutes of limitations;

b. Using self help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose

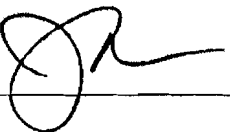
of impounding or taking possession of or interfering with or creating or enforcing a lien upon any portion of the Company Assets, wherever situated;

c. Attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement or otherwise affecting the Company Assets; and

d. Doing any act to interfere with the taking control, possession, or management, by the Receiver, of any portion of the Company Assets or to interfere in any manner with the exclusive jurisdiction of this Court over the Company Assets.

29. The receivership authorized and created hereby may be terminated at any time by filing with the Court, serving upon the Defendant and other parties in interest a Motion to Terminate Appointment of Receiver. Upon proper notice thereof and upon hearing and determination of this Court that the purposes of this receivership have been served, this Court may terminate the receivership.

Dated: 5/12/2006

A handwritten signature in black ink, consisting of a large, stylized 'J' and 'D' followed by a horizontal line.

John Daniel Tinder, Judge
United States District Court