

Company ID: 00128373

Concert Communications Sales LLC  
30Reston Town Center, 11921 Freedom Drive  
Reston, VA 20190

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, TN

October 26, 1999

IN RE: CASE NUMBER: 99-00419

Application for Authority to Provide Operator Services and/or Resell Telecommunications Services in Tennessee Pursuant to Rule 1220-4-2-.57.

---ORDER---

This matter is before the Tennessee Regulatory Authority upon the application of the above-mentioned company for certification as a reseller or telecommunication operator service provider in Tennessee. The TRA considered this application at a Conference held on October 26, 1999 and concluded that the applicant has met all the requirements for certification and should be authorized to provide operator services and/or resell telecommunications services on an intrastate basis.

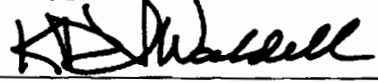
IT IS THEREFORE ORDERED:

1. That the above-mentioned company is issued a Certificate of Convenience and Necessity as an operator service provider and/or reseller of telecommunications services for state-wide service in Tennessee as specified in its application on file with the Authority.
2. That said company shall comply with all applicable state laws and TRA rules and regulations.
3. That this order shall be retained as proof of certification with this Authority, and may be used to obtain appropriately tariffed service and billing arrangements from Authority authorized telecommunications service providers.

  
Chairman Melvin Malone

  
Director Sara Kyle

ATTEST:

  
Executive Secretary

  
Director Lynn Greer

Co. ID # 128373  
99-00419

**APPLICATION FOR CERTIFICATE  
TO PROVIDE OPERATOR SERVICES AND/OR  
RESELL  
TELECOMMUNICATION SERVICES IN TENNESSEE  
[RULE 1220-4-2-.57]**

**SECTION A**

**Part 1: General Information**

A. Name of Applicant **Concert Communications Sales LLC**  
Address **Reston Town Center, 11921 Freedom Drive** City **Reston**  
State **VA** Zip Code **20190** Phone No. **(703) 707-4000**

B. Owner, Partners, or Corporate Officer

| NAME          | ADDRESS                                 | CITY   | STATE | ZIP CODE |
|---------------|-----------------------------------------|--------|-------|----------|
| Peter MacLeod | Reston Town Center, 11921 Freedom Drive | Reston | VA    | 20190    |
| Steve Clutton | Reston Town Center, 11921 Freedom Drive | Reston | VA    | 20190    |
| Geoff Webster | Reston Town Center, 11921 Freedom Drive | Reston | VA    | 20190    |
|               |                                         |        |       |          |

C. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.  
**Bob Johnson** **(703) 707-4127** **(703) 707-4075**  
Name Phone No. Fax No.

Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.  
**Joan Griffin/Enrico Soriano** **(202) 955-9600** **(202) 955-9792**  
**H. LaDon Baltimore** **(615) 254-3060** **(615) 254-9835**  
Name Phone No. Fax No.

D. List a toll-free telephone that consumers can call to report service problems and/or request refunds or adjustments. **Being obtained.**

E. Check the type of telecommunication services you plan to provide in Tennessee.  
☒ Resell Interexchange long distance services  
☐ Operator Services  
☒ Resell local services  
☐ Other (describe \_\_\_\_\_)

- F. 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. **N/A.**

**See Exhibit A.**

- G. List the state(s) you are authorized to operate in at this time. **None**

For the above state(s) 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. **Not Applicable.**

If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for the affiliate(s), as well as for the applicant. **Applicant does not have an affiliate providing telecommunications service in Tennessee.**

- H. List any states that you have been denied authority to provide service.

**None**

If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for the affiliate(s), as well as for the applicant. **None.**

- I. Areas in Tennessee to be served.

**For toll services, the entire State of Tennessee. For local exchange, those areas in which the provision of competitive local exchange service is authorized.**

- J. What type of Customers will the company serve?

- a. Business **XX**  
b. Residential \_\_\_\_\_  
c. Aggregators \_\_\_\_\_  
(e.g. Hotels, Payphones)  
d. Other (specify) \_\_\_\_\_

- K. Does the applicant allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network? If yes, specify amount. **No. Applicant will not provide service to aggregators.**

- L. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers price for similar services? Yes **XX** No \_\_\_\_\_

- M. Describe the type of services and price that the applicant will be offering in Tennessee on the informational Tariff Form found in Appendix II<sup>1</sup>. **See Exhibit B.**

- N. What is the applicant's 10XXX or 800 access code? **None at this time.**

- O. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee? **Applicant does not have or plan to have any telecommunications facilities in Tennessee at this time.**

- P. What facility-based network(s) will the applicant be reselling? **Applicant will be reselling the services of AT&T, the incumbent local exchange carriers, and other certificated facilities based carriers, as appropriate.**

- Q. Will the applicant be utilizing the local telephone company's billing system or billing customers direct<sup>2</sup>? **Applicant will bill the customers directly.**

<sup>1</sup> Applicant is required to fill out an Information Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

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

- R. Describe briefly how the applicant plans to market their services in Tennessee? If an independent telemarketer is going to be used, state company name and address.

**Applicant will market its services directly. At this time, Applicant has plans to use all types of media for marketing and sales purposes.**

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- S. Describe the procedures the applicant will use to switch a consumer's preferred interexchange service, if applicable. **Applicant will abide by all Federal and State rules and regulations governing changes to subscribers' preferred carriers, including, but not limited to, the use of letters of agency and other verification procedures.**
- 

- T. 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 XX No \_\_\_\_\_

- U. 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 XX No \_\_\_\_\_ **To the extent CPNI is involved, this permission is contingent upon prior subscriber authorization being obtained.**

#### Part II: Organization Structure

- A. Type of Organization

\_\_\_ Individual      XX Corporation

\_\_\_ Partnership      \_\_\_ Other (Explain on separate sheet)

- B. If partnership and/or Non-resident.

- (1) Attach a copy of Articles of Incorporation and current by-laws. **See Exhibit C.**
- (2) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee. **See Exhibit D.**

#### Part III: Financial Information

- A. Attach a current financial statement showing 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. **See Exhibit E.**

#### PART IV: Display Card

If applicable, attach a copy of the display card to be placed on the aggregators telephone which shows what operator services are to be provided. The card must contain all required information listed in the attached Rule (1220-4-2-.57,B)<sup>3</sup>, which includes a toll-free number consumers can call for service problems and refunds. **Applicant does not intend to market its services to aggregators.**

#### Part V: Rule Compliance Agreement

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<sup>3</sup>It is the responsibility of the reseller or operator service provider to assure that the appropriate display card is affixed to the aggregates telephones.

Part V: Rule Compliance Agreement

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

- Has received, read, and understands the Tennessee Regulatory Authority (TRA) Reseller Rules and Regulations, (Appendix III) **Affirmed.**
- Understands the penalties for non-compliance, and all associated fees to provide such service. ) **Affirmed.**
- Will comply with the TRA Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-206 (Appendix IV). ) **Affirmed.**
- That all information provided in the attached registration document is true to the best of my knowledge. ) **Affirmed.**

**Concert Communications Sales LLC**

Company Name

Date

*Michelle Gallagher*

**Asst. Secretary Manager**

Company Official

Title

*Sanford County, VA*

Subscribed and sworn  
before me this *26th* day  
of *March* 19*99*

*Gregory Sanford*  
Notary Public

*My Commission Expires May 31, 1999*

seal

**CERTIFICATE OF FORMATION**  
**OF**  
**CONCERT GLOBAL NETWORKS SERVICES LLC**

The undersigned, an authorized person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and know, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

**FIRST:** The name of the limited liability company formed hereby is Concert Global Networks Services LLC (hereinafter called the "limited liability company").

**SECOND:** The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned as executed this Certificate of Formation as of the 18<sup>th</sup> day of February 1999.

  
Michelle Gallagher, Authorized Person

State of Delaware  
*Office of the Secretary of State*    PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CONCERT GLOBAL NETWORKS SERVICES LLC", CHANGING ITS NAME FROM "CONCERT GLOBAL NETWORKS SERVICES LLC" TO "CONCERT COMMUNICATIONS SALES LLC", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF FEBRUARY, A.D. 1999, AT 9 O'CLOCK A.M.



Edward J. Freel, Secretary of State

3008046 8100

991074201

AUTHENTICATION:

9604607

DATE:

03-02-99

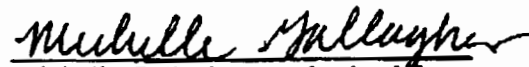
**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF FORMATION  
OF  
CONCERT GLOBAL NETWORKS SERVICES LLC**

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is Concert Global Networks Services LLC.
2. The Certificate of Formation, filed with the State of Delaware on February 22<sup>nd</sup>, 1999, is hereby amended by striking out the FIRST Article thereof and by substituting in lieu of said Article the following new Article:

"FIRST: The name of the limited liability company formed hereby is Concert Communications Sales LLC (hereinafter called the "limited liability company")."

IN WITNESS WHEREOF, the undersigned as executed this Certificate of Amendment to Certificate of Formation as of the 24<sup>th</sup> day of February 1999.

  
Michelle Gallagher, Authorized Person



*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONCERT COMMUNICATIONS SALES LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF MARCH, A.D. 1999.



*Edward J. Freel*

*Edward J. Freel, Secretary of State*

3008046 8300

991080323

AUTHENTICATION:

DATE:

9604939

03-02-99

LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
For Concert Communications Sales LLC

THIS AGREEMENT is entered into this 16<sup>th</sup> day of March, 1999 by CONCERT GLOBAL NETWORKS (USA) INC., and each business entity later subsequently admitted to the Company, shall be known as and referred to as "Members" and individually as a "Member".

As of this date the Member has formed the Concert Communications Sales Limited Liability Company named above under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code. Accordingly, in consideration of the conditions contained herein, the Member agrees as follows:

**ARTICLE 1**  
**Company Formation and Registered Agent**

- 1.1 FORMATION. The Member hereby forms a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. A Certificate of Formation shall be filed with the Secretary of State.
- 1.2 INTENTION. It is the express intention of the Member that the Company lack the corporate characteristics of continuity of life and free transferability of interests (as those terms are defined and utilized the Treasury Regulation 301.7701-2, as amended or any successor thereto) and, therefore, be taxed as a partnership or branch for purposes of federal and state taxation and not as an association taxable as a corporation. It is the further intention of the Member that this Agreement be interpreted and applied accordingly.
- 1.3 NAME. The name of the Company shall be Concert Communications Sales LLC.
- 1.4 REGISTERED OFFICE AND AGENT. The location of the registered office of the Company shall be 1013 Centre Road, Wilmington, Delaware 19805. The Company's registered agent as such address shall be Corporation Service Company.
- 1.5 TERM. The Company shall continue for a period of thirty (30) years unless dissolved by:
  - a) the period fixed for duration expires;

- b) any event which makes it unlawful for the business of the Company to be carried on by the Member;
  - c) the bankruptcy of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company;
  - d) any other event causing a dissolution of a Limited Liability Company under the laws of Delaware.
- 1.6 CONTINUANCE OF COMPANY. Notwithstanding the provisions of Article 1.4, in the event of an occurrence described in Article 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in Article 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.
- 1.7 BUSINESS PURPOSE. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability Law of the State of Delaware.
- 1.8 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be: 11921 Freedom Drive, Reston, Virginia 20190 or at such other place as the Managers from time to time select.

## **ARTICLE 2**

### **Member**

- 2.1 THE MEMBER. The name and place of business of the member is contained in Exhibit 2 attached to this Agreement.
- 2.2 MEETINGS. No meetings of the Member need be held. However, meetings of the Member may be called by any Member, or combination of Members, owning no less than the interest in the Company specified in Exhibit 3.
- 2.3 PROXY. Every Member may authorize another person to act for the Member by proxy.
- 2.4 VOTING BY CORPORATIONS. Any corporation that is a Member may vote by any if its officers or agents, or by proxy appointed by any officer or agent, unless some other person, by resolution of the board of directors of the corporation or a provision of its articles of incorporation or bylaws, a copy of which resolution or provision certified to be correct by one of its officers has been filed with the Company, is appointed its general or special proxy in which case that person shall be entitled to vote the Limited Liability Company interest(s).
- 2.5 CONSENT OF THE MEMBER IN LIEU OF MEETING. Any action permitted to be taken by the Member may be taken without a meeting if, prior or subsequent

to the action, a consent or consents thereto signed by the Member shall be filed with the Company. Such consent need not be unanimous and shall specifically indicate thereon the dissent of any Members entitled to vote thereon.

### **ARTICLE 3**

#### **Capital Contributions**

- 3.1 INITIAL CONTRIBUTIONS. The Member initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed value of such property and cash is \$1,000.00.
- 3.2 ADDITIONAL CONTRIBUTIONS. No Member shall be obligated to make any additional contribution to the Company's capital.

### **ARTICLE 4**

#### **Profits, Losses and Distributions**

- 4.1 FIT/LOSSES. For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Member.
- 4.2 DISTRIBUTIONS. The Member shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers.

### **ARTICLE 5**

#### **Management**

- 5.1 MANAGEMENT OF THE BUSINESS. The name and address of each Manager is attached as Exhibit 1 of the Agreement.

By a vote of the Member, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Member determines, but no fewer than one, with one Manager elected by the Member as Chief Executive Manager.

- 5.2 MEMBER. The liability of the Member shall be limited as provided under the laws of the Delaware Limited Liability statutes. Members that are not Managers shall take no part whatsoever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Member, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

- 5.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the prepayment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the Company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments, leases, subleases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 5.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.
- 5.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 5.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to the Member information regarding the Company or its activities. The Member or his authorized representative shall have access to and may inspect any copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this Article 5.6 shall be at the Member's expense.
- 5.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Member.
- 5.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against

expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member determines that she/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful.

The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonable believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

5.9 RECORDS. The Managers shall cause the Company to keep at its principal place of business the following:

- (a) a current list of the full name and the last knows street address of each Member;
- (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the six most recent years;
- (d) copies of any financial statement of the limited liability company for the six most recent years.

## **ARTICLE 6**

### **Bookkeeping**

6.1 BOOKS. The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting, as the Managers shall select. The Company's accounting period shall be April 1 to March 31 of each year.

6.2 MEMBER ACCOUNTS. The Managers shall maintain separate capital and distribution accounts for the Member.

6.3 REPORTS. The Managers shall close the books of account after the close of each fiscal year, and shall prepare and send to the Member a statement of the Member's distributive share of income and expense for income tax reporting purposes.

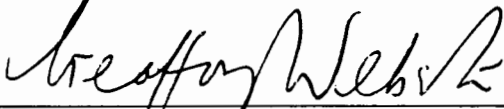
**ARTICLE 7**  
**Transfer of Limited Liability Company Interest**

- 7.1 TRANSFERS OF LIMITED LIABILITY COMPANY INTEREST. (a) No Member may transfer, in whole or in part, with or without consideration, a Limited Liability Company Interest or any right to participate in the management of the business and the affairs of the Company without: (i) the consent of all of the Members (exclusive of the transferring Member); and (ii) execution of such joinder and/or other agreements.
- 7.2 ASSIGNMENT. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant the Section 18-704(a) of the Delaware Limited Liability Company Act, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

**ARTICLE 8**  
**Amendment**

- 8.1 AGREEMENT. (a) General Rule. Except as provided in subsection (b), this Agreement may only be amended in writing with the consent of those Members owning a greater than fifty percent (50%) interest in the Company.
- (b) NO REDUCTION. No amendments made pursuant to Article 8.1 (a) shall have the effect of reducing the Limited Liability Company interest of any Member unless said Member shall consent to such amendment and no amendment made pursuant to Article 8.1 (a) which is adopted to permit an action which could result in the reduction of the Limited Liability Company interest of any Member shall be valid unless said Member shall consent to such amendment. Nothing in this subsection (b), however, shall limit the reduction of a Member's Limited Liability Company interest as a result of the application of any provision of this Agreement.

Signed and Agreed this 16<sup>th</sup> day of March 1999.



CONCERT GLOBAL NETWORKS (USA) INC.  
Member


**EXHIBIT 1**  
**LISTING OF MANAGERS**

By a vote of the Member the following Managers were elected to operate the Company pursuant to Article 5 of the Agreement:

| NAME:                                             | ADDRESS:                                      |
|---------------------------------------------------|-----------------------------------------------|
| Peter Macleod<br>Chief Executive Manager          | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Steve Clutton<br>Chief Financial Manager          | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| William Flynn<br>Tax Manager                      | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Geoff Webster<br>Secretary Manager                | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Geoffrey Beedham<br>Assistant Secretary Manager   | BT, 81 Newgate Street<br>London, UK EC1A 7AJ  |
| Cheryl Schneider<br>Assistant Secretary Manager   | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Cindy Perkinson<br>Assistant Secretary Manager    | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Kha Nguyen<br>Assistant Secretary Manager         | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Michelle Gallagher<br>Assistant Secretary Manager | 11921 Freedom Drive<br>Reston, Virginia 20190 |

The above listed Managers will serve in their capacities until they are removed for any reason by a vote of the Member as defined by Article 5 or upon their voluntary resignation.

Signed and Agreed this 16<sup>th</sup> day of March, 1999.

  
\_\_\_\_\_  
CONCERT GLOBAL NETWORKS (USA) INC.  
Member



**EXHIBIT 2**  
**LISTING OF MEMBERS**


As of the 16<sup>th</sup> day of March, 1999 the following is a Member of the Company:

NAME:

Concert Global Networks (USA) Inc.

ADDRESS:

11921 Freedom Drive  
Reston, Virginia 20190



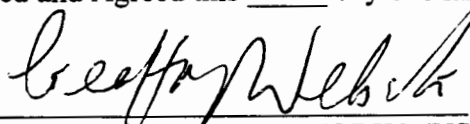
CONCERT GLOBAL NETWORKS (USA) INC.  
Member

**EXHIBIT 3**  
**MEMBER CAPITAL CONTRIBUTIONS**

Pursuant to Article 3, the Member's initial contribution to the Company capital is stated to be \$1,000.00. The description and each individual portion of this initial contribution is as follows:

| NAME                               | CONTRIBUTION | LLC INTEREST (%) |
|------------------------------------|--------------|------------------|
| Concert Global Networks (USA) Inc. | \$1,000.00   | 100%             |

Signed and Agreed this 16<sup>th</sup> day of March, 1999.



CONCERT GLOBAL NETWORKS (USA) INC.  
Member

**Secretary of State**

**Corporations Section**

**James K. Polk Building, Suite 1800**

**Nashville, Tennessee 37243-0306**

DATE: 03/24/99

REQUEST NUMBER: 3653-1835

TELEPHONE CONTACT: (615) 741-2286

FILE DATE/TIME: 03/24/99 1034

EFFECTIVE DATE/TIME: 03/24/99 1034

CONTROL NUMBER: 0368129

TO:  
TSIO  
PO BOX 120598

NASHVILLE, TN 37212

RE:  
CONCERT COMMUNICATIONS SALES LLC  
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: 03/24/99

FROM:  
TSIO (BOX 120598)  
P. O. BOX 120598

|                         | FEE      |          |
|-------------------------|----------|----------|
| RECEIVED:               | \$300.00 | \$0.00   |
| TOTAL PAYMENT RECEIVED: |          | \$300.00 |

NASHVILLE, TN 37212-0000

RECEIPT NUMBER: 00002462260  
ACCOUNT NUMBER: 00000499



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

# Secretary of State

## Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 03/24/99

REQUEST NUMBER: 3653-1835

TELEPHONE CONTACT: (615) 741-2286

FILE DATE/TIME: 03/24/99 1034

EFFECTIVE DATE/TIME: 03/24/99 1034

CONTROL NUMBER: 0368129

TO:  
TSIO  
PO BOX 120598

NASHVILLE, TN 37212

RE:  
CONCERT COMMUNICATIONS SALES LLC  
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: 03/24/99

FROM:  
TSIO (BOX 120598)  
P. O. BOX 120598

NASHVILLE, TN 37212-0000

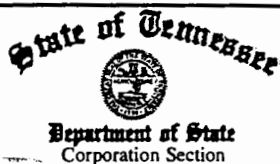
|                         | FEES     |          |
|-------------------------|----------|----------|
| RECEIVED:               | \$300.00 | \$0.00   |
| TOTAL PAYMENT RECEIVED: |          | \$300.00 |

RECEIPT NUMBER: 00002462260  
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*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE



APPLICATION FOR  
CERTIFICATE OF AUTHORITY

For Office Use Only

FILED

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR:

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of § 48A-45-301 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: Concert Communications Sales LLC

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 § 48A-7-101 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 § 48A-7-101(1D).*

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

3. The date of its organization is: February 22, 1999 (must be month, day and year)

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

11921 Freedom Drive Reston, VA 20190  
Street City/State Zip Code

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

500 Tallan Building, Chattanooga, Tennessee Hamilton 37402-2571  
Street City/State County Zip Code

The name of its registered agent at that office is: Corporation Service Company

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

*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.*

3/19/99  
Signature Date

Assistant Secretary Manager  
Signer's Capacity

Concert Communications Sales LLC

Name of Limited Liability Company

Cynthia Perkinson  
Signature

Cynthia Perkinson  
Name (typed or printed)

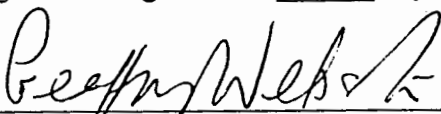
**EXHIBIT 1**  
**LISTING OF MANAGERS**

By a vote of the Member the following Managers were elected to operate the Company pursuant to Article 5 of the Agreement:

| NAME:                                             | ADDRESS:                                      |
|---------------------------------------------------|-----------------------------------------------|
| Peter Macleod<br>Chief Executive Manager          | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Steve Clutton<br>Chief Financial Manager          | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| William Flynn<br>Tax Manager                      | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Geoff Webster<br>Secretary Manager                | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Geoffrey Beedham<br>Assistant Secretary Manager   | BT, 81 Newgate Street<br>London, UK EC1A 7AJ  |
| Cheryl Schneider<br>Assistant Secretary Manager   | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Cindy Perkinson<br>Assistant Secretary Manager    | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Kha Nguyen<br>Assistant Secretary Manager         | 11921 Freedom Drive<br>Reston, Virginia 20190 |
| Michelle Gallagher<br>Assistant Secretary Manager | 11921 Freedom Drive<br>Reston, Virginia 20190 |

The above listed Managers will serve in their capacities until they are removed for any reason by a vote of the Member as defined by Article 5 or upon their voluntary resignation.

Signed and Agreed this 16<sup>th</sup> day of March, 1999.



CONCERT GLOBAL NETWORKS (USA) INC.  
Member

Office of the Secretary of State

SECRETARY EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONCERT COMMUNICATIONS SALES LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF MARCH, A.D. 1999.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

3008046 8300

991106381



9636704  
03-18-99  
*Edward J. Freel*  
Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE: