ELLIS : LAWHORNE

John J. Pringle, Jr.
Direct dial: 803/343-1270
jpringle@ellislawhorne.com

August 7, 2006

FILED ELECTRONICALLY AND BY FIRST-CLASS MAIL SERVICE
The Honorable Charles L.A. Terreni
Chief Clerk
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: Application of Acceris Management and Acquisition LLC and First Communications LLC for (i) Authority for First Communications, LLC to Provide Resold Interexchange Telecommunications Services throughout the State of South Carolina and (ii) Approval of the Transfer of Assets, including Customers, of Acceris Management and Acquisition LLC to First Communications, LLC
Docket No. 2006-____-C, Our File No. 1202-11380

Dear Mr. Terreni:

Enclosed is the original and one (1) copy of the **Application** filed on behalf of Acceris Management and Acquisition LLC and First Communications, LLC in the above-referenced matter.

Please acknowledge your receipt of this document by file-stamping the copy of this letter enclosed, and returning it in the enclosed envelope.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

John J. Pringle, Jr.

JJP/cr
cc: Office of Regulatory Staff Legal Department
Mr. Joseph R. Morris
Katherine E. Barker Marshall, Esquire
Enclosures

THIS DOCUMENT IS AN EXACT DUPLICATE OF THE E-FILED COPY SUBMITTED TO THE COMMISSION IN ACCORDANCE WITH ITS ELECTRONIC FILING INSTRUCTIONS.

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

Joint Application of	)	
	)	
Acceris Management and Acquisition LLC	)	
	)	
and	)	
	)	Docket No. _____
First Communications, LLC	)	
	)	
for (i) Authority for First Communications,	)	
LLC to Provide Resold Interexchange	)	
Telecommunications Services throughout	)	
the State of South Carolina and (ii) Approval of	)	
the Transfer of Assets, including Customers,	)	
of Acceris Management and Acquisition LLC	)	
to First Communications, LLC	)	

APPLICATION

First Communications, LLC ("First Communications") and Acceris Management and Acquisition LLC ("Acceris") (together, "Applicants"), by their counsel, request that the South Carolina Public Service Commission ("Commission"), pursuant to S.C. Code §58-9-310, grant them the authority necessary to consummate a transaction involving the transfer of certain assets of Acceris to First Communications. Pursuant to the terms of an Asset Purchase Agreement ("Agreement") dated July 11, 2006, between First Communications and Acceris, First Communications will acquire certain assets of Acceris relating to its large business customer enterprise business ("Business"), including various equipment and Business customers; however, First Communications will not acquire any of Acceris's telecommunications authorizations. Thus, as First Communications is not currently authorized to provide telecommunications service

in South Carolina, it must obtain an authorization from the Commission to provide service in South Carolina.

Accordingly, pursuant to Code of Laws of South Carolina Section 58-9-280 and the South Carolina Code of Regulations Section 103-600, *et seq.*, and all other relevant Rules and Regulations of the Commission, First Communications respectfully requests that the Commission grant it a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services throughout the State of South Carolina. Applicants further request, pursuant to S.C. Code Ann. §58-9-310, that the Commission approve the transfer of assets, including customers, from Acceris to First Communications.

After consummation of the transactions, Acceris will retain its authorization to provide telecommunications services in South Carolina in order to provide service to its customers not related to the Business. The assets and customers related to the Business will be acquired by First Communications. These customers will not experience any loss or impairment of service. They will continue to receive their existing services at the same rates, terms and conditions as at present. Future changes in the rates, terms and conditions of service will be made consistent with Commission requirements. The only material change will be in the customers' service provider. Notice of the change will be provided to customers in accordance with Commission and federal rules.

In support of this Application, the Applicants provide the following information:

I. APPLICANTS

A. First Communications, LLC

First Communications, LLC is a privately held Ohio limited liability company headquartered at 3340 West Market Street, Akron, Ohio, 44333, (216) 468-1614. First Communication's principal officers, located at the same address, are:

Ray Hexamer, Chief Executive Officer

Joseph R. Morris, J.D., Chief Operating Officer

Marvin Sharpless, Vice President and Chief Financial Officer

David W. Johnson, II, Vice President of Sales and Marketing

First Communications was formed on July 1, 1998 under the laws of the State of Ohio. A copy of First Communications' Certificate of Formation and the amendments thereto are appended hereto as ***Exhibit A***. First Communications is qualified to conduct business within the State of South Carolina as a foreign limited liability company. A copy of the qualifying document is attached hereto as ***Exhibit B***. McKinley Communications, LLC holds a 51% ownership interest in First Communications, First Energy Corp. holds a 32% interest in First Communications and Boich Investment Group, Ltd. Holds a 17% interest in First Communications. No other entity holds a 10% or greater ownership interest in First Communications. First Communications is a common carrier that provides local, private line and long distance services to both business and residential customers in several states. Currently, First Communications provides telecommunications services to approximately 100,000 customers located primarily in Ohio, Michigan, Indiana, Illinois, Pennsylvania and Florida. First Communications' services include, in addition to traditional local and long distance services, toll-free services, conference calling packages, calling cards, prepaid calling cards[1], Internet access and dedicated and private line services. First Communications' telecommunications

[1] First Communications does not at this time intend to offer or sell prepaid debit cards in South Carolina.

services are provided primarily on a resale basis using the facilities and switches that are owned and operated by other telecommunications carriers.

First Communications is authorized to provide intrastate long distance telecommunications services in California, Florida and Kentucky. First Communications is authorized to provide intrastate long distance and competitive local exchange telecommunications services in Illinois, Indiana, Michigan, New Jersey, New York, Ohio, Pennsylvania, and Wisconsin. First Communications has not been denied a request for certification to provide telecommunications services by any jurisdictional authority. With years of experience in the states mentioned above, First Communications has the financial, managerial and technical qualifications needed to provide quality telecommunications services to the Business customers in South Carolina acquired from Acceris. First Communications is also authorized by the Federal Communications Commission to provide domestic interstate and international telecommunications services. By this Application, First Communications is requesting authority from the Commission to provide long distance resale services in order to be able to serve the Business customers being acquired from Acceris.

B. Acceris Management and Acquisition LLC

Acceris Management and Acquisition LLC, a Minnesota limited liability company also conducting business as Acceris Communications or WorldxChange, is headquartered at 9530 Padgett Street, Suite 101, San Diego, CA 92126, (858) 547-5700. Acceris is a direct, wholly owned subsidiary of North Central Equity LLC ("North Central"), a privately held Minnesota holding company established in 2004, whose executives have many years of experience in the telecommunications industry. Mr. Elam Baer, CEO of North Central, holds 53% of the ownership interests in Acceris. No other entity holds a 10% or greater ownership interest in

Acceris. Acceris is a broad based communications company, serving residential, small and medium-sized business and large enterprise customers throughout the United States. The company provides a range of products from domestic and international long distance voice services to fully managed and integrated data services and enhanced services.

Currently, Acceris is authorized to provide long distance telecommunications services in the contiguous 48 states, Hawaii and the District of Columbia, including South Carolina,[2] except in Alaska. Acceris also is authorized to provide long distance and competitive local exchange telecommunications services in Pennsylvania, New York, New Jersey, Florida and Massachusetts. Acceris is also authorized by the Federal Communications Commission to provide domestic and international telecommunications services. After consummation of the transactions, Acceris will retain its telecommunications authorization in South Carolina in order to continue to provide telecommunications services apart from the Business being acquired by First Communications.

II. DESIGNATED CONTACTS

The designated contacts for this application are:

John J. Pringle, Jr.
Benjamin A. Traywick
ELLIS, LAWHORNE & SIMS, P.A.
1501 Main Street, Suite 500
P.O. Box 2285
Columbia, South Carolina 29202
Telephone: (803) 779-0066
Facsimile: (803) 799-8479

And

Katherine Barker Marshall
KELLEY, DRYE AND WARREN, LLP

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2 *See* Docket No. 2005-189-C, Order No. 2005-602, issued October 17, 2005.

3050 K Street, N.W., Suite 400
Washington, D.C. 20007
Telephone: (202) 342-8519
Facsimile: (202) 955-8451

Copies of all correspondence, notices, inquiries and orders in relation to this Application also should be sent to the following:

Mary Cegelski
FIRST COMMUNICATIONS, LLC
15166 Neo Parkway
Garfield Heights, OH 44128
Telephone: (216) 468-1614
Facsimile: (216) 468-1680
E-Mail: mcegelski@firstcomm.com

Drew S. Backstrand, General Counsel
Acceris Management and Acquisition LLC
60 South Sixth Street, Suite 2535
Minneapolis, Minnesota 55402
Tel. (612) 465-0265
Fax: (612) 455-1022

Copies of all correspondence, notice, inquiries and orders relating to tariffs, pricing and customer complaint issues should be sent to:

Mary Cegelski
FIRST COMMUNICATIONS, LLC
15166 Neo Parkway
Garfield Heights, OH 44128
Telephone: (216) 468-1614
Facsimile: (216) 468-1680
E-Mail: mcegelski@firstcomm.com

Copies of all correspondence, notice inquiries and orders relating to consumer issues, billing issues, technical service quality issues should be sent to:

Andre Duckworth
Manager, Customer Relations
First Communications, LLC
3340 W. Market Street
Akron, OH 44333
Telephone: (330) 835-2312
Toll Free: (800) 274-1015

Facsimile: (888) 274-1015
E-mail: aduckworth@firstcomm.com

First Communications' registered agent in South Carolina is:

Corporation Service Company
5000 Thurmond Mall Boulevard
Columbia, SC 29201

III. DESCRIPTION OF ASSET TRANSFER

First Communications and Acceris have reached an Agreement providing for First Communications' acquisition of certain assets of Acceris relating to the Business, including personal property such as equipment and switches, customer contracts and working capital (including accounts receivable), but not including any federal or state telecommunications authorizations. After consummation of the transactions, First Communications will provide telecommunication services to the Acceris customers directly pursuant to its own telecommunications authorizations.

The proposed transfer of customers to First Communications will have no adverse impact on customers. The Acceris customers will continue to receive their existing services at the same rates, terms and conditions that they have prior to the transfer and any future changes in the rates, terms and conditions of service will be made consistent with Commission requirements. To ensure a seamless transition and avoid customer confusion or inconvenience, First Communications will provide advance written notice to the affected customers at least thirty (30) days prior to the transfer, explaining the change in service provider in accordance with applicable Federal Communications Commission and Commission requirements for changing a customer's presubscribed carrier. A copy of the notification letter that will be sent to the affected Business customers is available upon the request of the Commission.

IV. QUALIFICATIONS OF FIRST COMMUNICATIONS

By this Application, First Communications seeks authority to provide a full array of resold interLATA and intraLATA interexchange telecommunications services to business and residential customers in the State of South Carolina. Specifically, First Communications seeks authority to provide basic "1+" long distance services, otherwise known as Message Telecommunications Service ("MTS"), travel card services, and toll-free services. At a later date, First Communications may expand its long distance offerings, to include a broader range of interexchange products and services, and may, as economic conditions permit, seek authority to provide local exchange services. First Communications seeks authority to provide interexchange telecommunications services on a statewide basis. First Communications will not provide operator assisted services and plans to provide its service on a resale basis. At this time, First Communications has no plans to construct outside plant or loop distribution facilities or any other facilities.

As demonstrated below, First Communications is well-qualified managerially, technically and financially to provide the competitive interexchange telecommunications services for which authority is requested in this Application.

First Communications' management team includes individuals with substantive experience in successfully developing and operating telecommunications business. Consequentially, the company has the adequate internal technical resources to support its South Carolina operations. This expertise in the telecommunications industry makes First's management team well-qualified to operate its interexchange operations in South Carolina. Specific details of the business and technical experience of First Communications' management team are attached as ***Exhibit C***, which contains biographies and a brief description of the business experiences of key management personnel who will be responsible for First Communications' telecommunications services in South Carolina and throughout the United States.

As is evident from the information contained in ***Exhibit C***, First Communications is managed by persons with substantial technical expertise in operating telecommunications networks. This wealth of expertise will enable First Communications to provide its interexchange customers with advanced, state-of-the-art technology, for its telecommunications services.

First Communications has attached hereto as ***Exhibit D*** its audited balance sheets as of December 31, 2005 and 2004, and statements of income and cash flows for the years ended December 31, 2005, 2004 and 2003, filed under seal. First Communications is a privately-held company. Accordingly, its financial statements are not public information. As a privately-held company, it does not issue annual reports or submit any financial filings with the Securities and Exchange Commission. First Communications respectfully requests that its financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the Commission's and the ORS' review.

First Communications plans to resell the services of Qwest, MCI and Global Crossing to provide interexchange service. However, the company may in the future resell the interexchange telecommunications services of other carriers appropriately authorized by the Commission. By offering service on a purely resale basis, First Communications reduces its need for significant capital expenditures.

First Communications will bill all of its end-user customers directly. The Company does not intend to utilize a billing agent in issuing bills for services rendered to end users. First Communications will not use a "billing clearinghouse" or other outside entity to issue bills to its customers. All bills sent to end-user customers will bear the company's name and provide a toll-free number for customer inquiries and complaints. First Communications has a toll free number available for its customers to contact the company with billing and service related issues: 1-800-274-1015.

Customers may contact the company with billing related issues between the hours of 8AM - 10PM EST (Monday to Friday) and 8AM – 5PM EST (Saturday and Sunday) by using the toll free number noted above or by writing to First Communications, LLC, 3340 W. Market Street, Akron, OH 44333.

V. TARIFF

Appended hereto as ***Exhibit E***, please find the initial tariff of First Communications. This tariff includes the same Business services, rates, terms and conditions as the existing Acceris tariff. Thus, the Business customers being transferred from Acceris to First Communications will not experience any change in their telecommunications services. The only change will be the new service provider: First Communications.

VI. REQUESTED REGULATORY TREATMENT

First Communications hereby agrees to abide by all applicable statutes and all applicable Orders, Rules, and regulations entered and adopted by the Commission. Additionally, as a competitive provider of telecommunications services in South Carolina, First Communications respectfully requests that it be subject to the same streamlined regulatory treatment applicable to other competitive carriers. First Communications respectfully requests the following waivers:

Applicant requests, pursuant to Rule 103-610, that it be allowed to keep all records required under the rules at its principal offices.

Applicant requests that it be exempt from any record keeping rules or regulations that might require a carrier to maintain its books and records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the Federal Communications Commission as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Applicant will not be subject to rate base regulation and therefore requests Commission of approval for Applicant to maintain its books in accordance with Generally Accepted Accounting Principles.

Applicant requests that its interexchange business service offerings be regulated pursuant to the procedures described and set forth in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Order No. 2001-997 in Docket No. 2000-407-C. Specifically, Applicant requests that the Commission regulate its business services in the same manner as the Commission regulates those of AT&T Communications of the Southern States, Inc. ("AT&T"). Further, Applicant requests that the Commission: a) remove the maximum rate tariff requirements for Pac-West's business services and private line, and customer network-type offerings; b) presume that Applicant's tariff filings for these services be valid upon filing.

However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing will be suspended until further order of the Commission; and c) grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission's reporting requirements.

VII. PUBLIC INTEREST

A decision by the Commission to grant First Communications authority to provide resold interexchange telecommunications services is in the public interest. The Company is well qualified to operate as such a service provider in South Carolina. Consumers of telecommunications services in South Carolina will receive the benefits of downward pressure on prices, increased choice, improved quality of service and customer responsiveness, innovative service offerings, and access to increasingly advanced telecommunications technology. The market incentives for new and existing providers of telecommunications services will be improved through an increase in the diversity of suppliers and competition within the interexchange telecommunications market. Granting First Communications' Application would enhance the development of competition in the interexchange market and provide the consumers of South Carolina with all of the benefits described above.

The transfer of assets to First Communications will serve the public interest. Acceris has determined that its operations with respect to the Business is no longer consistent with its long term interests. First Communications is a strong company that will continue to provide high quality services to the Acceris customers. First Communications' purchase of the Acceris assets related to the Business will strengthen First Communications, enable it to expand and better ensure that it remains a viable long-term competitor in the telecommunications marketplace.

At the same time, the proposed transfer of assets does not present any anti-competitive issues. The Applicants emphasize that, following the transfer, the former Acceris customers will

continue to receive services from an experienced and qualified carrier, which services will be consistent with the quality of services currently provided by Acceris. Acceris primarily resells local and long distance services to residential and business customers and First Communications has extensive experience in providing these services. The Applicants anticipate that customers will experience a seamless transition of service provider. Further, these customers will be sufficiently notified of the transaction and their rights.

In addition, Acceris' exit from the Business does not present any competitive concerns. In the geographic markets in which the operations of First Communications and Acceris overlap, the market share of First Communications post-close in the local service market will be less than 5 percent. In the geographic markets in which the operations of First Communications and Acceris do not overlap, First Communications will simply step into the shoes of Acceris with respect to market share. The Applicants note that there are a number of other carriers operating in each market, including the incumbent carrier, which in each market controls a substantial market share.

In sum, grant of this Application will serve the public interest by strengthening the competitive position of First Communications without negative impact to either Acceris customers or competition in the markets in which Acceris operates.

WHEREFORE, the Applicants respectfully request that the Commission (i) grant First Communications, LLC a Certificate of Public Convenience and Necessity to provide competitive resold interexchange telecommunications services in the State of South Carolina and (ii) approve the transfer of assets, including customers, of Acceris Acquisition and Management LLC to First Communications, LLC, and whatever further relief that the Commission deems is appropriate to consummation the transactions describer herein.

Respectfully submitted,

John J. Pringle, Jr., Esquire
Benjamin A. Traywick, Esquire
1501 Main Street, 5th Floor
P.O. Box 2285
Columbia, South Carolina 29202
Telephone: (803) 779-0066
Facsimile: (803) 799-8479
Attorneys for Acceris Management and Acquisition LLC and First Communications, LLC

Columbia, South Carolina
August 7, 2006

EXHIBIT A

CERTIFICATE OF FORMATION

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 FIRST COMMUNICATIONS, LLC, an Ohio Limited Liability Company, Registration No. 1011207, was organized within the State of Ohio on July 01, 1998, 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 7th day of July, A.D. 2006.

J. Kenneth Blackwell

Ohio Secretary of State

Validation Number: 200618802516

Doc ID --> 199818300442

	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	7/8/1998	199818300442	LCA ARTICLES OF ORGANIZATION/DOM. LIMITED LIABILITY C	85.00	10.00	0.00	0.00	0.00
			TOTAL	85.00	10.00	0.00	0.00	0.00

Return To:
THE BUTLER REPORT COMPANY
ATTN D COMYSTOR
505 S HIGH ST STE 103
COLUMBUS, OH 43215-0000

cut along the dotted line

The State of Ohio
Certificate

Secretary of State - Bob Taft

1011207

It is hereby certified that the Secretary of State of Ohio has custody of the business records for FIRSTCOM, LLC and that said business records show the filing and recording of:

Document(s)	Document No(s):
ARTICLES OF ORGANIZATION/DOM. LIMITED LIABILITY CO	199818300442

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 1st day of July, A.D. 1998

Bob Taft
Bob Taft
Secretary of State

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form LCA (July 1994)

Approved _____
Date _____
Fee $85.00

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 FirstCom, LLC

(the name must include the words "limited liability company", "limited", "Ltd" or "Ltd.")

SECOND: This limited liability company shall exist for a period of perpetual existence

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:

600 Superior Avenue, East, Suite 2100
(street or post office box)

Cleveland, Ohio 44114-2653
(city, village or township) (state) (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.

FOURTH: Purpose (optional)

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 30th day of June, 19 98.

Signed: Shawn M. Riley Signed: _____
Shawn M. Riley, Authorized Representative
Signed: _____ Signed: _____

Signed: _____ Signed: _____

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

INSTRUCTIONS

1. The fee for filing Articles of Organization for a limited liability company is $85.00.

2. Articles will be returned unless accompanied by a written appointment of agent signed by all or a majority of the members of the limited liability company which must include a written acceptance of the appointment by the named agent.

3. A limited liability company must be formed by a minimum of two persons.

4. Any other provisions that are from the operating agreement or that are not inconsistent with applicable Ohio law and that the members elect to set out in the articles for the regulation of the affairs of the limited liability company may be attached.

[Ohio Revised Code Section 1705.04]

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form LCO (July 1994)

ORIGINAL APPOINTMENT OF AGENT

(for limited liability company)

the authorized representative for

The undersigned, being ~~at least a majority of the members of~~ FirstCom, LLC, hereby appoint
(name of limited liability company)

Shawn M. Riley to be the agent
(name of agent)

upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The complete address of the agent is:
c/o McDonald, Hopkins, Burke & Haber Co., L.P.A.
600 Superior Avenue, East, Suite 2100
(street address)

Cleveland, Ohio 44114-2653
(city, village or township) Note: P.O. Box addresses are not acceptable (zip code)

(member) ~~XXXXXXX~~ Authorized Representative

(member) (member)

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

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for FirstCom, LLC, hereby acknowledges and accepts the
(name of limited liability company)
appointment of agent for said limited liability company.

Agent's Signature
Shawn M. Riley

INSTRUCTIONS

1. Articles of organization must be accompanied by an original appointment of agent R.C. 1705.06(B).

2. The agent for a limited liability company must be an individual who is a resident of Ohio, an Ohio corporation, or a foreign corporation holding an Ohio license as a foreign corporation. R. C. 1705.06(A)

3. An original appointment of agent form must be signed by at least a majority of the members of the limited liability company. R.C. 1705.06(B)

Doc ID --> 199901500191

	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	1/19/1999	199901500191	LAM AMEND/ARTICLES-ORGANIZATION/DOM LIMITED LIAB. C	10.00	10.00	0.00	0.00	0.00
			TOTAL	10.00	10.00	0.00	0.00	0.00

Return To:
CORPORATE SERVICES OF OHIO INC
50 W BROAD ST STE 1120
COLUMBUS, OH 43215-0000

cut along the dotted line

The State of Ohio Certificate

Secretary of State - J. Kenneth Blackwell

1011207

It is hereby certified that the Secretary of State of Ohio has custody of the business records for FIRST COMMUNICATIONS,LLC and that said business records show the filing and recording of:

Document(s)	Document No(s):
AMEND/ARTICLES-ORGANIZATION/DOM LIMITED LIAB. CO	199901500191

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 14th day of January, A.D. 1999

J. Kenneth Blackwell
Secretary of State

CERTIFICATE OF AMENDMENT TO
ARTICLES OF ORGANIZATION OF
FIRSTCOM, LLC

The undersigned, being a member and authorized representative of FirstCom, LLC, an Ohio limited liability company, organized on the 1st day of July, 1998, does hereby certify that the 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 FIRST is hereby amended as follows:

FIRST: The name of said limited liability company shall be First Communications, LLC

IN WITNESS WHEREOF, the undersigned has executed this certificate this 30th day of December, 1998.

FIRSTCOM, LLC

By: _____
Its: Duly Authorized Member and Representative

RECEIVED
JAN 14 1999
J. KENNETH BLACKWELL
SECRETARY OF STATE

EXHIBIT B

CERTIFICATE OF QUALIFICATION

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

FIRST COMMUNICATIONS, L.L.C., A Limited Liability Company duly organized under the laws of the State of South Carolina on October 22nd, 1999, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
7th day of August, 2006.

Mark Hammond

Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

AUG 01 2006

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NOTICE OF CHANGE OF (1) DESIGNATED OFFICE, (2) AGENT FOR SERVICE OF PROCESS, OR (3) ADDRESS OF AGENT

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-44-109 of the South Carolina Code of Laws, as amended, the limited liability company submits the following statement of change.

1. The name of the limited liability company is First Communications, LLC

2. The limited liability company is (check either "a" or "b," whichever is applicable)

   [ ] a. A South Carolina limited liability company.

   [x] b. A foreign limited liability company authorized to transact business in South Carolina.

3. (a) The street address of the current designated office in South Carolina is

   5 Exchange Street
   Street Address

   Charleston — 29401
   City — County — Zip Code

   (b) The name of the company's current agent for service of process is

   B. Allston Moore, Jr.
   Name

   (c) The street address of the current agent for service of process in South Carolina is

   5 Exchange Street
   Street Address

   Charleston — 29401
   City — Zip Code

4. [x] The company is changing the address of the agent for service of process.

   The street address to which agent for service of process in South Carolina is to be changed is

   5000 Thurmond Mall Boulevard
   Street Address

   Columbia — 29201
   City — Zip Code

060801-0096 FILED: 08/01/2006
FIRST COMMUNICATIONS, L.L.C.
Filing Fee: $10.00 ORIG

Mark Hammond — South Carolina Secretary of State

First Communications, LLC
Name of Limited Liability Company

5. [X] The company is changing the address of its designated office.

The address to which the designated office in South Carolina is to be changed is

5000 Thurmond Mall Boulevard
Street Address

Columbia 29201
City Zip Code

6. [X] The company is changing its agent for service of process.

The name of the new agent for service of process is

Corporation Service Company
Name

By: Amy Schwal, asst Secretary
Signature of new agent

7. Unless a delayed date is specified, this application will be effective when endorsed for filing by the Secretary of State.
Specify any delayed effective date and time:_____.

Date 7/29/2006

Signature

Joseph R. Morris C.O.O.
Name Capacity

FILING INSTRUCTIONS

1. File two copies of this form, the original and either a duplicate original or a conformed copy.
2. If space on this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this form by computer disk which will allow additional space to be included in the form.
3. If management of this foreign limited liability company is vested in a manager, a manager shall execute this notice of change. If management is vested in the members, a member shall execute this notice of change. Specify in which capacity the person is signing.
4. This form must be accompanied by the filing fee of $10.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

EXHIBIT C

MANAGEMENT BIOGRAPHIES

Senior Management Team

Ray Hexamer, Chief Executive Officer

Ray Hexamer, joined First Communications in January of 2005 as the Chief Executive Officer. Ray has helped grow and manage businesses over his twenty-four year career. He was President and General Manager of WHBC Radio and was involved over the years in all aspects of that business from on-air, sales, financial, and management. Ray was a part of the investment group and CEO of SkyLan, a wireless internet provider, whose assets were recently acquired by First Communications. He is also a part of McKinley Communications Group, the majority investors for First Communications. Ray was named as one of the top five-presidents/general managers nationally by Radio Ink Magazine in 2002 and 2003. The magazine also chose him twice as one of their top sales managers of the year. He is involved in numerous community boards and was the 2001 General Chairman of The Pro Football Hall of Fame Festival. This position involved managing 3500 volunteers and 86 committees for the 19 day NFL Pro Football Hall of Fame Festival.

Joseph R. Morris, J.D., Chief Operating Officer

Joe Morris played a vital role in the emergence of First Communications as one of the largest, most profitable and respected telecommunications companies in the Midwest. Mr. Morris joined First Communications in 1998 as Director of Corporate Operations, General Counsel. He later was promoted to V.P. of Corporate Operations and then Chief Operating Officer. Mr. Morris is responsible for First Communications overall operations, including service delivery, provisioning, network management, field technicians and information technology. He is also responsible for all acquisitions, legal affairs and setting regulatory strategy and direction for First Communications. Mr. Morris is active in several professional and community boards. Prior to joining First Communications, Mr. Morris was an attorney with Roetzel & Andress with a practice focused on public, corporate and international law. Mr. Morris studied economics at Queens University of Belfast and Franciscan University. He received his J.D. from University of Akron School of Law (magna cum laude). He also holds a Utility, Finance and Accounting Certificate from the Financial Accounting Institute.

Marvin Sharpless, Vice President and Chief Financial Officer

Marvin Sharpless joined First Communications in 1997 and has responsibility for all the financial aspects of the company. Marvin also worked at SBC for 13 years. His last recent position there was as Director of Corporate Accounting and Assistant Controller with responsibility for the financial integrity of SBC Ohio. Prior to joining SBC, Marvin served in the Accounting Department of the B.F. Goodrich Company and as an external auditor with Coopers & Lybrand in Cleveland, Ohio. Marvin, a Certified Public Accountant, graduated Magna Cum Laude from the University of Akron with a B.S. in Accounting. Marvin is also on the Board of Directors and Treasurer of the Summit County Red Cross, and was recently accepted into the 2005/2006 Class of Leadership Akron.

David W. Johnson, II, Vice President of Sales and Marketing

David Johnson joined First Communications in 1989 and is responsible for all Sales and Marketing matters. David's 23 years of business experience serve as a platform to lead initiatives touching commercial and consumer markets as well as leading sales teams in: direct outside sales, direct inside sales, enterprise sales, indirect agent sales, and affinity focused sales. David holds a B.A. in Finance and a B.A. in Management, Magna Cum Laude from Walsh University. Prior to First Comm. he worked at The Timken Bearing and Steel Company for five years. David has been an active board member of Boy Scouts of America (Buckeye Council), Canton Urban League, and The Chapel in North Canton, North Canton Little League and Youth football.

EXHIBIT D

FINANCIAL STATEMENTS

CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL

EXHIBIT E

PROPOSED TARIFF

TARIFF APPLICABLE TO

INTEREXCHANGE SERVICES

WITHIN THE STATE OF SOUTH CAROLINA

PROVIDED BY

FIRST COMMUNICATIONS, LLC

Joseph R. Morris
Chief Operating Officer
First Communications, LLC
3340 W. Market St.
Akron, OH 44333

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by First Communications, LLC ("First"), with principal offices at 3340 W. Market St., Akron, OH 44333. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

CONCURRING, CONNECTING OR

OTHER PARTICIPATING CARRIERS

1. **Concurring Carriers – None**

2. **Connecting Carriers – None**

3. **Other Participating Carriers – None**

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet (s). Original and revised sheets as named below comprise ail changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION	SHEET	REVISION
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	29	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		
19	Original		
20	Original		

* New or Revised Sheet

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. 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)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

SYMBOLS

The following are the only symbols used for the purposes indicated below:

D – Delete or Discontinue
I – Change Resulting In An Increase to A Customer's Bill
M – Moved from Another Tariff Location
N – New
R – Change Resulting In A Reduction to A Customer's Bill
T – Change in Text or Regulation But No Change In Rate or Charge

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

10XXX or 101XXXX Access Code – The Access Code is the 10XXX or 101XXXX Access number.

Access Line – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code – A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Casual Calling – A dialing method that enables a Customer to reach the interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. The Customer utilizes a 10XXX or 101XXXX Access Code to make calls, and the Customer does not change its Primary Interexchange Carrier.

Commission – Used throughout this tariff to mean the South Carolina Public Service Commission.

Customer – The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or First – Used throughout this tariff to mean First Communications, LLC.

Dedicated Access – The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

DUC – DUC stands for Designated Underlying Carrier.

LEC – LEC stands for Local Exchange Carrier.

ORS – ORS stands for Office of Regulatory Staff.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Presubscribed Service – A service whereby the Customer can make long distance calls and the Customer must change its Primary Interexchange Carrier to the Company.

Resp. Org. – Responsible Organization or entity identified by Toll-Free service Customer that manages and administers records in the toll-free number database and management system.

Switched Access – The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit – A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of South Carolina.

Telecommunications – The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

U.S.F. – U.S.F. stands for Universal Service Fund.

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of South Carolina. Services are furnished subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC, and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. Necessary facilities and equipment may include, but are not limited to, facilities or equipment to be provided by the Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to the Company or the LEC. The Company's services are provided on a statewide basis and are not intended to be limited geographically, however, all Switched Access services are only available in equal access areas. The selection of the DUC is made solely in the discretion of the Company. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Except for 101XXXX Access Service, Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 The Company's services are available for use twenty four hours per day, seven days per week.

2.2.5 The Company does not transmit messages, but the services may be used for that purpose.

2.2.6 The Company's services may be denied for nonpayment of charges or for other tariff violations.

2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3.8 It is understood and agreed that this tariff embodies the full understanding and agreement between the Company and the Customer regarding the services provided hereunder. No representation or understanding contrary to the provisions and rates of this tariff shall apply. The company, its officers, directors, employees, shareholders, and their respective heirs and assigns, are specifically excused and indemnified, saved and held harmless, by each Customer taking services under this tariff for any claim of misrepresentation, or errors or omissions made by sales representatives or sales agents.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

2.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, state of federal regulatory body or other governing authority prohibiting the Company from furnishing its services. Service will be terminated only on Monday through Thursday between the hours of 8:00 am and 4:00 pm unless provisions have been made to have someone available to accept payment and reconnect service.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon written or oral notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.9 Payment and Billing

2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.

2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer.

2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such limitation period.

2.9.4 The Company may utilize direct billing and LEC billing. The selection of the billing option is made by the Company. With LEC billing, the Customer's charges for Service(s) are billed with the Customer's bill for local service. If LEC billing is utilized, the rules and regulations applying to rendering and payment of the bill and late charges are the same as covered in the applicable LEC tariff. The Company will make every effort to post any credit due to the Customer account(s) on the Customer's next LEC bill. However, based on the date of the resolution of a dispute and the date credits must be provided to the LEC, it may be two or more billing cycles before a credit will be issued. The Company's name and toll-free telephone number will appear on the Customer's bill.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

If the Customer chooses to pay by credit card, the Customer agrees to the rules governing that payment option, including applicable limits on the amount of Service that may be used before making a payment. No additional notice or consent is required before the Company invoices your credit card or debits the account for all amounts due to the Company. Customer will be notified of any limits that are imposed. If such limits are imposed, Customer may be required to pay for Service with a valid major credit card. The Company may stop offering this option at any time upon notice to the Customer. The Company reserves the right to authorize a credit card payment before the end of the billing cycle if the customer shows unusual use of service, including, without limitation, excessive use of service, abnormal calling patterns or high international termination.

SECTION 2 – RULES AND REGULATIONS (cont'd)

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.12 Late Charge

A one-time late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, may be added to any unpaid balance brought forward from the previous month's billing date.

2.13 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written, however, the charge may equal but not exceed the rate allowed by S.C. Code Annotated Section 34-11-70.

2.14 Marketing Practices and Marketing Guidelines

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company does hereby assert and affirm that as a provider of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

SECTION 3 – DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and/or time of day of the call. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. For all calls, fractions of an increment are rounded up to the next whole increment. For example, a call with a one (1) minute increment lasting 35 seconds will be rounded to one (1) minute. Calls with charges that include a fraction of a cent .5 or greater will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of $1.434 will be charged $1.43 and a Customer making a call with a computed charge of $1.435 will be charged $1.44.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

SECTION 3 – DESCRIPTION OF SERVICE (cont'd)

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.1.4 If the Customer uses a calling plan with a monthly recurring charge, that monthly charge is charged for every billing or calendar month in which a customer uses the service as defined by placing a call from a working telephone number.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

3340 W. Market St.
Akron, OH 44333
800-274-1015

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled; provided, however, in the event that the Company has willfully overcharged any Customer, the Company shall refund the difference, plus interest, as prescribed by the Commission.

SECTION 3 – DESCRIPTION OF SERVICE (cont'd)

Unresolved disputes may be filed with the "Office of Regulatory Staff (ORS)" at the following address and telephone numbers:

Office of Regulatory Staff
Consumer Services Division
P.O. Box 11263
Columbia, SC 29201
Telephone Number – 803-737-5230
Toll Free Number – 1-800-922-1531
Fax Number 803-737-4750

The Company reserves the right to suspend or cancel without advance written notice and without any liability whatsoever, the provision of Toll-Free Service to any Toll-Free Service customer if the Company determines in its sole discretion that the customer is using the Toil Free Service to make or permit any telephone facility under such customer's control to be used for any purpose or activity including, calling card platforms, prepaid calling card platforms, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended. (Calling card platform, debit card platform)

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Service Offerings

3.4.1 Presubscribed 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits". The customer is presubscribed to the Company's service.

SECTION 3 – DESCRIPTION OF SERVICE (cont'd)

3.4.2 Casual Calling

This service permits Customers to originate calls via switched access lines, and to terminate intrastate calls via a 10XXX or 101XXXX Access Code. The Customer dials the Access Code followed by "1+ ten digits". This service is Non Primary Interexchange Carrier Service. Non Primary Interexchange Carrier Service is available to residences and businesses, except hospitals, payphones, hotels and in-mate only facilities, that demonstrate credit-worthiness.

3.4.3 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.4.4 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.4.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published. Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

SECTION 3 – DESCRIPTION OF SERVICE (cont'd)

3.4.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case by case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non discriminatory basis.

3.4.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.4.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will file all promotions in transmittal letter format with the PSC and ORS. Promotions will not be published in the Company's tariff.

SECTION 4 – RATES

The rates published in this section are intrastate rates.

4.1 Presubscribed 1+ Dialing – COMMERCIAL

Premier Business
$.048 per minute
Billed in six second increments with an 18 second initial charge
A monthly recurring charge of $6.95 applies
A low usage fee of $5.95 applies to monthly usage under $25

Premier Business Summer Savings w/WWB
$.048 per minute
Billed in six second increments with an 18 second initial charge
A monthly recurring charge of $4.95 applies
A low usage fee of $5.95 applies to monthly usage under $25

Premier Business Free Month
$.048 per minute
Billed in six second increments with an 18 second initial charge

Business Mexico
$.089 per minute
Billed in six second increments with an 18 second initial charge
A low usage fee of $3.95 applies to monthly usage under $35

Simplicity Business
$.048 per minute
Billed in six second increments with an 18 second initial charge

Simplicity Business w/WWB
$.048 per minute
Billed in six second increments with an 18 second initial charge
A monthly recurring charge of $4.95 applies

SECTION 4 – RATES (cont'd)

4.1 Presubscribed 1+ Dialing – COMMERCIAL (cont'd)

Elite Business
$.048 per minute
Billed in six second increments with an 18 second initial charge
A low usage fee of $3.95 applies to monthly usage under $25

Elite Business w/WWB
$.048 per minute
Billed in six second increments with an 18 second initial charge
A monthly recurring charge of $4.95 applies
A low usage fee of $3.95 applies to monthly usage under $25

Premier Business Summer Savings $50
$.048 per minute
Billed in six second increments with an 18 second initial charge

Business Connections Standard
$.0399 per minute
Billed in six second increments with an 18 second initial charge

SECTION 4 – RATES (cont'd)

4.2 Casual Calling – COMMERCIAL

Premier Business
$.048 per minute
Billed in six second increments with an 18 second initial charge
A monthly recurring charge of $6.95 applies
A low usage fee of $5.95 applies to monthly usage under $25

Premier Business Summer Savings w/WWB
$.048 per minute
Billed in six second increments with an 18 second initial charge
A monthly recurring charge of $4.95 applies
A low usage fee of $5.95 applies to monthly usage under $25

Premier Business Free Month
$.048 per minute
Billed in six second increments with an 18 second initial charge

Business Mexico
$.089 per minute
Billed in six second increments with an 18 second initial charge
A low usage fee of $3.95 applies to monthly usage under $35

Simplicity Business
$.048 per minute
Billed in six second increments with an 18 second initial charge

Simplicity Business w/WWB
$.048 per minute
Billed in six second increments with an 18 second initial charge
A monthly recurring charge of $4.95 applies

SECTION 4 – RATES (cont'd)

4.2 Casual Calling – COMMERCIAL (cont'd)

Elite Business
$.048 per minute
Billed in six second increments with an 18 second initial charge
A low usage fee of $3.95 applies to monthly usage under $25

Elite Business w/WWB
$.048 per minute
Billed in six second increments with an 18 second initial charge
A monthly recurring charge of $4.95 applies
A low usage fee of $3.95 applies to monthly usage under $25

Premier Business Summer Savings $50
$.048 per minute
Billed in six second increments with an 18 second initial charge

Business Connections Standard
$.0399 per minute
Billed in six second increments with an 18 second initial charge

SECTION 4 – RATES (cont'd)

4.3 Travel Cards – COMMERCIAL

Premier Business
$0.099 per minute
Billed in six second increments with an 18 second initial charge

Premier Business Summer Savings w/WWB
$0.099 per minute
Billed in six second increments with an 18 second initial charge

Premier Business Free Month
$0.099 per minute
Billed in six second increments with an 18 second initial charge

Business Mexico
$0.099 per minute
Billed in six second increments with an 18 second initial charge

Simplicity Business
$0.099 per minute
Billed in six second increments with an 18 second initial charge

Simplicity Business w/WWB
$0.099 per minute
Billed in six second increments with an 18 second initial charge

Elite Business
$0.099 per minute
Billed in six second increments with an 18 second initial charge

SECTION 4 – RATES (cont'd)

4.3 Travel Cards – COMMERCIAL (cont'd)

Elite Business w/WWB
$0.099 per minute
Billed in six second increments with an 18 second initial charge

Premier Business Summer Savings $50
$0.099 per minute
Billed in six second increments with an 18 second initial charge

SECTION 4 – RATES (cont'd)

4.4 Toll-Free Service – COMMERCIAL

Premier Business
$0.15 per minute
Billed in six second increments with an 18 second initial charge

Premier Business Summer Savings w/WWB
$0.15 per minute
Billed in six second increments with an 18 second initial charge

Premier Business Free Month
$0.15 per minute
Billed in six second increments with an 18 second initial charge

Business Mexico
$0.15 per minute
Billed in six second increments with an 18 second initial charge

Simplicity Business
$0.15 per minute
Billed in six second increments with an 18 second initial charge

Simplicity Business w/WWB
$0.15 per minute
Billed in six second increments with an 18 second initial charge

Elite Business
$0.15 per minute
Billed in six second increments with an 18 second initial charge

SECTION 4 – RATES (cont'd)

4.4 Toll-Free Service – COMMERCIAL (cont'd)

Elite Business w/WWB
$0.15 per minute
Billed in six second increments with an 18 second initial charge

Premier Business Summer Savings $50
$0.15 per minute
Billed in six second increments with an 18 second initial charge

SECTION 4 – RATES (cont'd)

4.5 Directory Assistance

$0.75

4.6 Returned Check Charge

$20.00

4.7 Rate Periods

<table>
<tr><th></th><th>Monday – Friday</th><th>Sat.</th><th>Sun.</th></tr>
<tr><td>8 a.m.
to
5 p.m.*</td><td>Daytime Rate Period</td><td rowspan="3"></td><td rowspan="2"></td></tr>
<tr><td>5 p.m.
to
11 P.M.*</td><td>Evening Rate Period</td><td>Evening Rate Period</td></tr>
<tr><td>11 p M.
to
8 a.m.*</td><td colspan="3">Night/Weekend Rate Period</td></tr>
</table>

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

SECTION 4 – RATES (cont'd)

4.8 Payphone Dial Around Surcharge

A dial around surcharge of $0.50 per call will be added to any completed INTRAstate toll access code and subscriber Toll-Free 800/888 type calls placed from a public or semi public payphone.

4.9 Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

EXHIBIT F

Proposed Notice of Filing

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING

DOCKET NO. 2006-____-C

Acceris Management and Acquisition LLC and First Communications, LLC ("Applicants") have filed an Application with the Public Service Commission of South Carolina ("Commission"), pursuant to S.C. Code Ann. §58-9-310, that the Commission approve the transfer of assets, including customers, from Acceris to First Communications. First Communications additionally requests that the Commission grant it a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services throughout the State of South Carolina, pursuant to S.C. Code Ann. §§ 58-9-280 and 58-9-520 and Section 253 of the Telecommunications Act of 1996, 47 U.S.C. §253 (1996). First Communications seeks authority to provide a full array of resold interLATA and intraLATA interexchange telecommunications services to business and residential customers in the State of South Carolina. Specifically, First Communications seeks authority to provide basic "1+" long distance services, otherwise known as Message Telecommunications Service ("MTS"), travel card services, and toll-free services. Applicant also requests that the Commission regulate its business type long distance services in accordance with the principles and procedures established for modified alternative regulation by Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

A copy of the Application is on file in the offices of the Public Service Commission of South Carolina, 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210;the Commission's website at www.psc.sc.gov, and is available through John J. Pringle, Jr., Esquire, Ellis Lawhorne & Sims, PA, 1501 Main Street, 5th Floor, Columbia, South Carolina 29201.

PLEASE TAKE NOTICE a hearing on the above matter has been scheduled to begin at _____ **a.m. on** _____, _____, **2006**, before Hearing Examiner David Butler, Esquire in the Commission's Meeting Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, **2006** and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. ***Please refer to Docket No. 2006_____-C.***

Any person who wishes to testify and present evidence at the hearing, should notify the Docketing Department in writing at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, South Carolina 29211, and John J. Pringle, Esquire, at the above address, on or before _____, **2006** and indicate the amount of time required for his presentation. ***Please refer to Docket No.*** **2006-_____-C.**

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before _____, **2006.** ***Please refer to Docket No.*** **2006-____-C**.

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina
Attn: Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211

AUG-__-06